**THIS IS A NON-EVICTION PLAN.**
**NO NON-PURCHASING TENANT WILL BE EVICTED BY REASON OF CONVERSION TO CONDOMINIUM OWNERSHIP.**

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**VOLUME 1**

# CONDOMINIUM OFFERING PLAN

**FOR**

# THE RUPPERT YORKVILLE TOWERS CONDOMINIUM

**1601/1619 THIRD AVENUE**
**1623/1641 THIRD AVENUE**
**NEW YORK, NEW YORK 10128**

| | |
|---|---|
| Total Purchase Price (1257 Residential Units and 172 Storage Units) [4] | $558,434,000.00 [1] |
| Working Capital Fund | $ 25,000.00 [2] |
| Reserve Fund | $ 13,412,352.00 [3] |

(1) Prices are subject to change and may be negotiated. See Section of the Plan entitled "Changes in Prices and Units."

(2) To be increased by an indeterminate amount equal to one month's Common Charges paid by Purchasers of Residential Units at the closing of purchase. See Section of the Plan entitled "Working Capital Fund and Reserve Fund."

(3) The Reserve Fund will be established in accordance with Chapter 8 of Title 26 of the Administrative Code of the City of New York. It is most probable that this amount will be revised pursuant to such statute. See Section of the Plan entitled "Working Capital Fund and Reserve Fund" for calculation, possible credits against this amount and funding period.

(4) Excludes Superintendent's Unit.

**SPONSOR:**

**Yorkville Towers Associates, Limited Partnership**
**c/o R.Y. Management Co., Inc.**
**1619 Third Avenue**
**New York, New York 10128**

**CONDOMINIUM:**

**The Ruppert Yorkville Towers Condominium**
**c/o R.Y. Management Co., Inc.**
**1619 Third Avenue**
**New York, New York 10128**

**SELLING AGENT:**

**R.Y. Management Co., Inc.**
**1619 Third Avenue**
**New York, New York 10128**

**Date of Acceptance for Filing: March 8, 2002**

**SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS**

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**THIS OFFERING PLAN IS THE 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 UNIT. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.**

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(i) Sponsor and Principals
(ii) Sponsor's Architect
(iii) Sponsor's Expert Concerning Adequacy of Budget
(iv) Sponsor's Expert Concerning Adequacy of Common Charges Payable by the Commercial Unit Owners

## SPECIAL RISKS

The special risks summarized below are explained more fully in other Sections of this Plan. Prospective Purchasers should therefore read the entire Plan to completely understand these and other material aspects of this offering. See the Section of the Plan entitled "**Definitions**" for the meanings of the capitalized words used in the Plan (such as this Section) and not defined elsewhere in the Plan.

1. The Commercial Units

The Commercial Unit Owners have certain special rights under the Declaration including the right to subdivide the Commercial Units and to use same for any lawful purpose. Neither the Condominium Board nor the Unit Owners will have any right to restrict or limit any lawful use of any Commercial Unit except that the Commercial Units may not be used for (i) the sale or display of pornographic photographs, magazines, movies or videotapes or as a so-called rubber goods shop or (ii) any nude or semi-nude live performances or nude modeling or as a sex club or massage parlor. No representation or warranty is made as to who the owner(s) or tenant(s) of the Commercial Units may be at any time or as to the lawful uses to which any Commercial Unit may be put at any time. See "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-laws**".

2. Financing Contingency and Availability.

The rights and obligations of each Purchaser under a Purchase Agreement are conditioned upon such Purchaser obtaining a commitment for financing in an amount equal to eighty (80%) percent of the Purchase Price (or such lesser sum as such Purchaser may approve), but only under the terms and conditions more particularly set forth in the "**Procedure to Purchase**" section of the Plan. In particular, if a Purchaser chooses to obtain financing from a source other than a Recognized Lender, the Purchaser's obligations under the Purchase Agreement will not be conditioned upon his or her obtaining such other financing. Thus, the failure to obtain financing from such a source will not relieve Purchaser from his or her obligations under the Purchase Agreement, and if such Purchaser fails to pay the balance of the Purchase Price to Sponsor on or prior to the Closing Date and any such default is not cured within a thirty (30)-day period after written notice thereof with **TIME BEING OF THE ESSENCE**, Sponsor may cancel the Purchase Agreement and retain as liquidated damages the Down Payment, together with any interest earned thereon, plus the cost of any special work in the Unit ordered by the Purchaser (together with interest on the cost thereof from when expended at the same interest rate as earned on the Down Payment). Any payments received in excess of such sums together with any interest earned on such excess, will be refunded to Purchaser within a reasonable time after cancellation.

Sponsor cannot and does not represent, assure or guarantee that any Purchaser will be able to obtain mortgage financing or the terms or costs of such financing. It

is noted that most lenders currently require that a specified minimum percentage of units in a condominium be sold to purchasers for owner-occupancy as one of their loan prerequisites. Sponsor cannot and does not represent, assure or guarantee the percentage of Units that will be Owner-Occupied (as defined below in "**Definitions**") at any given time or that such percentage will meet the requirements of Institutional Lenders or other lenders at any time or whether a Purchaser will succeed in arranging such financing. Please consult the Sections of the Plan entitled "**Procedure to Purchase**" and "**Closing of Title to Units and Terms of Sale**" and the form of Purchase Agreement set forth as Document 4 in Part II of the Plan.

Pursuant to existing law and regulation the Sponsor may declare the Plan effective once it has accepted Purchase Agreements from bona fide purchasers (including investors) with respect to at least 15% of the Residential Units, but it is not a requirement to close the conversion that each Purchaser delivering a Purchase Agreement which is counted toward the 15% actually close on his or her purchase. Therefore, the conversion may become effective even though the sales of less than 15% of the Residential Units are closed. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. As stated above, such restrictions include requiring that a certain percentage of the units in a building be sold before the lender will consider making a loan. Thus, it may be possible that a purchaser will experience difficulty obtaining a loan in a building where the percentage of units sold is lower than a lender's particular sales minimum. Even after a building undergoes conversion, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to such minimum sales requirements.

In addition, Purchasers are also advised that Sponsor has no obligation to declare the Plan effective except as set forth in "**Effective Date.**" Until the Plan shall be declared effective, Sponsor shall have no obligation to sell any Units for which a Purchase Agreement shall have been executed and delivered. In addition, as set forth in "**Effective Date,**" Sponsor has certain rights to abandon the Plan, which rights also apply following Sponsor declaring the Plan effective.

3. Sponsor's Remedies on Purchaser's Default Under the Purchase Agreement; 30-day "Time of The Essence" For Purchaser To Cure Default

Any Purchaser who defaults under his or her Purchase Agreement must be given written notice and the opportunity to cure such default within thirty (30) days from the sending of the default notice, which default notice shall be sent via certified mail, return, receipt requested and via first class mail. If a defaulting Purchaser does not remedy the default within such thirty (30)-day grace period, with **TIME BEING OF THE ESSENCE,** Sponsor will have the right to cancel such defaulting Purchaser's Purchase Agreement and retain as liquidated damages the Down Payment, together with any interest earned thereon, plus the cost of any special work in the Unit ordered by Purchaser (together with interest on the cost thereof from when expended at the same interest rate as earned on the Down Payment). Purchaser and Sponsor will thereupon be relieved of all further

liabilities and obligations thereunder and under the Plan. If the Purchase Agreement is canceled, Sponsor has the right to sell the Unit to others as if the Purchase Agreement had never been made, without accounting to the Purchaser for the proceeds of such sale. See the Section of the Plan entitled "**Closing of Title to Units and Terms of Sale**."

4. Purchaser's Delinquency Closing Costs

If through no fault of Sponsor a Purchaser fails to close on the date fixed by Sponsor for closing of title to Purchaser's Unit, then Purchaser will (a) pay (among other closing costs) a late fee equal to 0.0411% times the unpaid balance of the Purchase Price for each day's delay, beginning with the fifteenth (15th) day after the date originally scheduled for the closing to and including the day immediately preceding the actual Closing Date, (b) reimburse Sponsor for the Unit's carrying charges (that is, Common Charges and real estate taxes) during the period of delay, (c) pay the service fees of Sponsor's attorneys of $350 for each default letter sent to such Purchaser and (d) pay the adjournment fees and other closing costs to be paid by Purchaser as described in the Section of the Plan entitled "**Unit Closing Costs and Adjustments.**"

5. Purchaser's Payment of Transfer Taxes and Mansion Tax.

At the closing of title to his or her Unit, each Purchaser will be required to pay New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. The New York City Real Property Transfer Tax is currently imposed at a rate of one percent (1%) of the Purchase Price for an individual residential condominium unit if the Purchase Price is five hundred thousand dollars ($500,000.00) or less and one and four hundred twenty-five one-thousandths percent (1.425%) if the Purchase Price is more than five hundred thousand dollars ($500,000.00). The New York State Real Estate Transfer Tax is currently imposed at a rate equal to the amount of two dollars ($2.00) per five hundred dollars ($500.00) or part thereof of the Purchase Price. Prospective Purchasers are advised that both New York State and New York City have taken the position that where a Purchaser pays either or both of these taxes such payment constitutes additional consideration to the seller and must be considered in computing the tax due. In addition, purchasers of Residential Units with a purchase price of $1,000,000.00 or more will be required to pay the additional tax (commonly known as the "mansion tax") imposed on purchasers, equal to one percent (1.0%) of the purchase price of the Unit.

Please see "**Unit Closing Costs and Adjustments**" for a discussion of various additional closing costs payable by Purchaser, including, without limitation, fee title insurance and/or mortgage title insurance premiums, other title charges and disbursements, recording fees, financing costs (if applicable), fees payable to Sponsor's attorneys, a fee to the Managing Agent and the contribution to the Working Capital Fund payable by Purchaser at closing.

6. Bank Account For Down Payment Is Federally Insured To $100,000 Only

Each Down Payment will be kept in a segregated attorney's special escrow account at Metropolitan National Bank (the "**Bank**"). The Bank is covered by Federal Bank

Insurance Deposit insurance to a maximum of $100,000 in the aggregate with respect all funds deposited by any Person in one or more deposit accounts. If a Purchaser's Down Payment, together with any other funds of such Purchaser in deposit accounts at the Bank, exceed $100,000, the excess above $100,000 will not be federally insured. Neither Sponsor, the Selling Agent nor the Escrow Agent holding the Down Payment will be liable for any losses resulting from the failure of the Bank.

7. Sponsor's Inability to Convey Title.

Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense in excess of its obligations under the Plan to cure any inability to deliver title to a Unit in accordance with the Plan and the terms of the Purchase Agreement for such Unit. If Sponsor notifies a Purchaser of its refusal to cure any such inability, then such Purchaser's sole remedy will be either (a) to take such title as Sponsor is able to deliver without abatement in or credit against the Purchase Price for the Unit and without any claim or right of action against Sponsor for damages or otherwise or (b) to terminate his or her Purchase Agreement and receive a refund of his or her Down Payment and any interest earned thereon. A Purchaser must notify Sponsor which option such Purchaser elects within ten (10) days after the giving of Sponsor's notice of refusal to cure such inability, with **TIME BEING OF THE ESSENCE.** If a Purchaser fails to timely deliver such notice, it will be conclusively deemed that such Purchaser has elected to acquire title to the Unit subject to such inability as set forth in clause (a). See the Section of the Plan entitled "**Closing of Title to Units and Terms of Sale**" and the form of Purchase Agreement set forth as Document 4 in Part II of the Plan.

8. Management Fee For Tenant-Occupied Units.

The Unit Owner of any Residential Unit occupied by a Non-Purchasing Tenant will be responsible for the due performance of all of the obligations of the landlord under the Non-Purchasing Tenant's Existing Lease or month-to-month tenancy. The actual performance of such obligations will, however, in the first instance, be by or at the direction of the Managing Agent for the account of the Unit Owner. Each Purchaser of a Residential Unit occupied by a Non-Purchasing Tenant (other than Sponsor, a Sponsor Successor, or their respective designees) will be required to deposit with the Managing Agent at closing an amount equal to not less than two months' Common Charges and estimated real estate taxes to be used as working capital to furnish services required under such Non-Purchasing Tenant's Existing Lease or month-to-month tenancy for the Unit and by Applicable Law. Such fund must thereafter be replenished by the Purchaser of the Unit within thirty (30) days after notice from the Managing Agent that such fund has been diminished. See the Sections of the Plan entitled **"Procedure to Purchase," "Unit Closing Costs and Adjustments"** and **"Rights and Obligations of Unit Owners and Condominium Board; Summary of By-laws."**

9. Sponsor Control.

Until the first meeting of the Unit Owners following the First Unit Closing, the members of the Condominium Board shall consist of three (3) persons appointed by the

Sponsor. From and after such first meeting of the Unit Owners, the Condominium Board shall be composed of nine (9) members. The Commercial Unit Owners shall, at all times, as a group, have the right to designate two (2) members of the Condominium Board to represent them on the Condominium Board, which two members represents approximately 22.222% of the 9 member Condominium Board, which percentage is greater than the Common Interest percentage allocated to the Commercial Unit(s) of approximately 3.757%. The balance of the Condominium Board, consisting of seven (7) members, shall be Residential Members. During the Initial Control Period, the Unsold Residential Unit Owners (including Sponsor) shall have the right, as a group, to designate four (4) Residential Members of the Condominium Board who, in the sole discretion of the Unsold Residential Unit Owners (including Sponsor) may (or may not be) related to or affiliated with Sponsor or other Unsold Residential Unit Owners, and the balance of the Residential Members shall be selected by the plurality vote (in accordance with the By-laws) of the Residential Unit Owners (including Sponsor and other Unsold Residential Unit Owners) from among a slate of candidates nominated by one or more Residential Unit Owners not related to or affiliated with Sponsor or other Unsold Residential Unit Owners (each a "**Non-Sponsor Owner**"). There is no restriction on the right of Sponsor and other Unsold Residential Unit Owners to vote for Residential Members who are nominated by Non-Sponsor Owners. After the Initial Control Period, the owners of Unsold Residential Units (including Sponsor) shall have the right, as a group, to designate the following number of members of the Condominium Board: (a) two (2) Residential Members of the Condominium Board for so long as the Common Interests attributable to the Unsold Residential Units, as a group, equals, in the aggregate, more than ten (10%) percent of the Common Interests of all Residential Units and (b) one (1) Residential Member of the Condominium Board, for so long as there are at least two (2) Unsold Residential Units. Accordingly, after the Initial Control Period, Unsold Residential Unit Owners (including Sponsor) shall have the right, as a group, to designate not more than two (2) Residential Members of the Condominium Board who, in the sole discretion of the Unsold Residential Unit Owners (including Sponsor) may (or may not be) related to or affiliated with Sponsor or other Unsold Residential Unit Owners, and the balance of the Residential Members shall be selected by the plurality vote (in accordance with the By-laws) of the Residential Unit Owners (including Sponsor and other Unsold Residential Unit Owners) from among a slate of candidates nominated by one or more Non-Sponsor Owners.

After the expiration of the Initial Control Period, so many of those Residential Members who are related to or affiliated with Sponsor or other Unsold Residential Unit Owners as shall exceed the following applicable number shall resign from the Condominium Board: (x) two (2), so long as the Common Interests attributable to the Unsold Residential Units, as a group, equals more than ten (10.0%) percent of the Common Interests of all Residential Units, (y) one (1), so long as the Common Interests attributable to any Unsold Residential Units, as a group, equals ten (10.0%) percent or less of the Common Interests of all Residential Units, but there are not less than two (2) Unsold Residential Units and (z) zero, once the number of Unsold Residential Units falls below two (2) units.

The effect of the foregoing is that, from and after the first meeting of Unit Owners and prior to the expiration of the Initial Control Period, three (3) of the seven Residential

Members of the Condominium Board (that is, 3 of the total 9 member Condominium Board) shall be elected from among candidates nominated by Non-Sponsor Owners and after the Initial Control Period at least five (5) of the seven Residential Members of the Condominium Board (that is, at least 5 of the total 9 member Condominium Board) shall be elected from among candidates nominated by Non-Sponsor Owners. However, for an indeterminate period after the Initial Control Period, Sponsor will continue to exercise significant control with respect to the composition of the Condominium Board on account of, among other things, (i) Sponsor's right to vote on Residential Members of the Condominium Board from among a slate of candidates nominated by one or more Non-Sponsor Owners (in addition to its right to designate the applicable specified number of Residential Members of the Condominium Board as provided above) and (ii) to the extent that Sponsor or an affiliate of Sponsor shall continue to own the Commercial Unit(s), the right of Sponsor and/or an affiliate of Sponsor, as the owner(s) of the Commercial Unit(s), to designate two (2) members of the Condominium Board as provided above (such right to designate such two members on the part of the Commercial Unit Owners not being affected by whether or not Sponsor or an affiliate of Sponsor shall own the Commercial Unit(s)).

The number of members of the Condominium Board may not be increased without the consent of all Commercial Unit Owners and, so long as there remains at least one Unsold Residential Unit, all Unsold Residential Unit Owners (including Sponsor and all Sponsor Successors). All Residential Members who are not designated or elected by Unsold Residential Unit Owners (including Sponsor) shall be required to own a Residential Unit for so long as they are Residential Members.

In the case where there shall be more than one Commercial Unit Owner, the allocation among the Commercial Unit Owners of the right to designate the two (2) members of the Condominium Board which may be designated by the Commercial Unit Owners as a group, as provided above, will be determined by one or more agreements among the Commercial Unit Owners, which shall have been consented to in writing by the holder(s) of record of any and all mortgages of record on the affected Commercial Unit(s) (collectively, "**Applicable Commercial Unit Mortgagee Consent**"), but the Condominium will not be bound thereby unless such agreements are in writing and a copy thereof and of the Applicable Commercial Unit Mortgagee Consent shall have been delivered to the Condominium Board no later than that date which is one (1) day prior to the date of the particular duly called meeting of the Unit Owners at which the members of the Condominium Board are to be elected or selected. A Commercial Unit Owner which has obtained any Applicable Commercial Unit Mortgagee Consent and which transfers one or more Commercial Units, whether or not such owner retains one or more Commercial Units, may transfer with such Commercial Unit(s) the right to designate up to the lesser of the following (such lesser number, the "**Commercial Unit Transferor Designation Number**"): (A) the number of members of the Condominium Board which all Commercial Unit Owners as a group may designate, as provided above and (B) the number of members of the Condominium Board that the transferring Commercial Unit Owner had the right to designate immediately prior to such transfer. Any such transferring Commercial Unit Owner retaining one or more Commercial Units may retain the right to designate a number of the Board members equal to the difference between the Commercial Unit Transferor

Designation Number applicable to such transferor and the number of Board members which such transferor assigned the right to designate to the transferee. Once a transferee of a Commercial Unit has received from the transferor of such Unit the right to designate one or more members of the Condominium Board, then neither the consent nor the approval of the transferor, any of the transferor's successor or assigns nor the Condominium Board shall be required for such transferee's further assignment of such right to designate member(s) of the Condominium Board to any new transferee of a Commercial Unit from such original transferee (but subject to compliance by such original transferee with the foregoing provisions of this paragraph pertaining to transfer by such original transferee of the right to designate members of the Condominium Board). A purchaser at foreclosure or deed in lieu of foreclosure with respect to a Commercial Unit shall automatically acquire the rights of the (former) owner of such Commercial Unit to designate members of the Condominium Board.

In the case where there shall be more than one Unsold Residential Unit Owner, the allocation among the Unsold Residential Unit Owners (including Sponsor) of the right of the Unsold Residential Unit Owners, as a group, to designate Residential Members of the Condominium Board, as provided above, will be determined by one or more agreements among the Unsold Residential Unit Owners, which shall have been consented to in writing by the holder(s) of record of any and all mortgages of record on the affected Unsold Residential Unit(s) (collectively, "**Applicable Unsold Residential Unit Mortgagee Consent**"), but the Condominium will not be bound thereby unless such agreements are in writing and a copy thereof and of the Applicable Unsold Residential Unit Mortgagee Consent shall have been delivered to the Condominium Board no later than that date which is one (1) day prior to the date of the particular duly called meeting of the Unit Owners at which the members of the Condominium Board are to be elected or selected. An Unsold Residential Unit Owner (including Sponsor) which has obtained any Applicable Unsold Residential Unit Mortgagee Consent and which transfers one or more Unsold Residential Units, whether or not such owner retains one or more Unsold Residential Units, may transfer with such Unsold Residential Unit(s) the right to designate up to the lesser of the following (such lesser number, the "**Unsold Residential Unit Transferor Designation Number**"): (A) the number of Residential Members of the Condominium Board which all Unsold Residential Unit Owners (including Sponsor) as a group may designate, as provided above and (B) the number of Residential Members of the Condominium Board that the transferring Unsold Residential Unit Owner had the right to designate immediately prior to such transfer. Any such transferring Unsold Residential Unit Owner retaining one or more Unsold Residential Units may retain the right to designate a number of the Residential Members of the Condominium Board equal to the difference between the Unsold Residential Unit Transferor Designation Number applicable to such transferor and the number of Residential Members of the Condominium Board which such transferor assigned the right to designate to the transferee. Once a transferee of an Unsold Residential Unit has received from the transferor of such Unit the right to designate one or more Residential Members of the Condominium Board, then neither the consent nor the approval of the transferor, any of the transferor's successor or assigns nor the Condominium Board shall be required for such transferee's further assignment of such right to designate member(s) of the Condominium Board to any new transferee of an Unsold Residential Unit from such original transferee (but subject to compliance by such

original transferee with the foregoing provisions of this paragraph pertaining to transfer by such original transferee of the right to designate Residential Members of the Condominium Board). A purchaser at foreclosure or deed in lieu of foreclosure with respect to an Unsold Residential Unit shall automatically acquire the rights of the (former) owner of such Unsold Residential Unit to designate Residential Members of the Condominium Board.

10. Condominium Unlikely to Qualify Under Section 528 of the Internal Revenue Code

It is unlikely that the Condominium will satisfy the requirement in the applicable regulations that at least 85% of the square footage of all Units comprising the Condominium be used for residential purposes in order for the Condominium Board to elect to be exempt from taxation on its "exempt function income" under Section 528 of the Internal Revenue Code. Accordingly, the status of the Condominium Board for federal income tax purposes is uncertain. The Internal Revenue Service may contend that the Condominium Board constitutes an association taxable as a corporation, in which event all income earned by the Condominium Board, less applicable expenses, would be taxable to the Condominium Board at the applicable corporate income tax rate. However, since the Budget for the First Year of Condominium Operation does not anticipate any net income, no provision has been made for income taxes payable by the Condominium in the Budget for the First Year of Condominium Operation other than on projected income to be earned on the projected amount of the Reserve Fund during the First Year of Condominium Operation. In the alternative, the Condominium Board may be regarded as merely a conduit for the Unit Owners, in which event all income earned by the Condominium Board less the applicable expenses of earning such income would be deemed income to the Unit Owners and taxable to them. See "**Opinion of Counsel**" and "**Projected Budget for First Year of Condominium Operation**."

11. No Security For Performance.

Sponsor has not furnished any bond or other security for the performance of its obligations under this Plan. In addition, Sponsor's liability to any Purchaser under this Plan or to such Purchaser's successors or assigns (to the extent permitted hereunder) or to the Condominium Board with respect to its obligations under this Plan will, in any event, be limited to the net proceeds paid to Sponsor from the sale of the Units after payment of, or reserve for, all costs, expenses and liabilities paid or incurred in connection with the promulgation and consummation of this Plan (including, but not limited to, the offering and sale of the Units and the creation of the Condominium). The foregoing limitation will not be applicable to liability arising from a violation by Sponsor of Article 23-A of the GBL.

12. The Managing Agent is an Affiliate of Sponsor.

Robert Vaccarello, principal of Sponsor, is president of R.Y. Management Co., Inc., the Managing Agent. Prior to the First Unit Closing, the Condominium Board will enter into

a management agreement with R.Y. Management Co., Inc. for an initial term of three (3) years upon terms described in the Section of the Plan entitled **"Management Agreement, Contracts and Leases."** In addition, the agreement shall be automatically renewed for successive terms of three (3) years each unless the Condominium Board shall send notice of termination of the agreement not less than one (1) year nor more than thirteen (13) months prior to the expiration date with respect to the then current term. Management agreements for condominium buildings in the Borough of Manhattan typically have an initial term shorter than the initial 3 year initial term of the management agreement with R.Y. Management Co., Inc.; a 1 year initial term perhaps being the most common. In addition, typically management agreements either do not contain a provision requiring advance notification to the managing agent that the condominium will not be renewing the management agreement or, if they do contain such a provision, the advance notification period is typically shorter than 13 months. In view of the relationship between Sponsor and the Managing Agent, Sponsor may have influence over a number of services to be performed by the Managing Agent after conversion of the Property to condominium ownership. As a result, to the extent any conflict exists or arises between the interests of Sponsor and the Condominium Board , a similar potential conflict exists or may arise with respect to the interests of the Managing Agent.

The current on-site management offices for the Building as well as largely all other commercial space in the Building will become part of the Commercial Unit(s) and, with the exception of certain limited easements in favor of Residential Unit Owners and/or the Condominium Board as specified in the Plan, will be available for use only by the Commercial Unit Owners and not by the Condominium. It is unlikely that adequate and suitable space can be found within the Common Elements for the Condominium to establish an on-site management office. Accordingly, while so long as R.Y. Management Co., Inc. is the managing agent for the Condominium and maintains its offices within a Commercial Unit, the Condominium will not need a separate on-site management office, it is unlikely that a new managing agent for the Condominium will be able to operate on site and such managing agent will need to operate out of an off-site management office. It is not necessary, although it is desirable, for the Condominium to have as its managing agent a firm which has on-site office.

13. Restrictions on Sale and Leasing of Units

Any Residential Unit Owner may sell or lease his or her Residential Unit or Storage Unit, provided he or she first gives the Condominium Board notice of his or her intention to sell or lease such Unit and an opportunity to purchase or lease such Unit, as the case may be, at the same price or rental and on the same terms as are offered in good faith by a prospective purchaser or lessee, as the case may be, as more specifically provided in the By-Laws. If the Condominium Board does not elect to purchase or lease such Unit, as the case may be, by giving written notice as provided in the By-Laws to such Unit Owner within fifteen (15) days after receipt of the Unit Owner's notice of intention to sell or lease described above, then the Unit Owner will have a period of ninety (90) days to enter into a written agreement with the prospective purchaser or lessee, as the case may be, embodying the terms set forth in the notice. If such written agreement is not executed by

the Unit Owner within the ninety day period, or the sale or lease, as the case may be, is not consummated on or before the intended closing date, or commencement date of the term of the lease which, as the case may be, is provided in the notice, then the Unit Owner will be required to offer again the Unit first to the Condominium Board as described above before entering into such sale or lease. The Condominium Board may exercise its option to purchase or lease any Unit without prior approval of a Majority in Common Interest of Unit Owners. The terms of any such lease, including the rent, will be subject to any applicable state and local laws.

The sale and lease restrictions described above shall not apply to (A) any Commercial Unit or (B) any Residential Unit or Storage Unit which is owned by (1) the Sponsor, any Sponsor Successor, any Unsold Residential Unit Owner or any designee of any of such parties or (2) the Condominium Board, or (C) the sale, transfer or lease of a Unit to or by a mortgagee or its nominee, including, without limitation, a foreclosure sale, (D) any Unit transferred by the Unit Owner thereof to his or her spouse, adult child, parent, adult sibling or to any affiliate of the Unit Owner or (E) any Unit transferred by a Unit Owner by gift, devise, will or intestacy; provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit subject to, the sale and lease restrictions described above. See the Section of the Plan entitled **"Rights and Obligations of Unit Owners and Condominium Board; Summary of By-laws"."**

14. Occupancy of Units By Renters; Retention of Unsold Residential Units.

Sponsor reserves the right to sell Units to investors who intend to rent and not to occupy their Units personally.

In 511 West 232nd Owners Corp. et. al. v. Jennifer Realty Co. et. al. (729 N.Y.S. 2d. 34, August 9, 2001) (the "**Jennifer Case**"), following the rejection by a sponsor of a purchase offer on a vacant apartment ten years after the closing under the offering plan, the cooperative apartment corporation brought an action to compel the defendant sponsor to sell its unsold units. The Appellate Division of the Supreme Court, First Department determined that the defendant sponsor, which had filed a cooperative offering plan covering a 66 apartment building in Bronx County, New York, had made an implied promise in the offering plan to sell the unsold cooperative apartments within a "reasonable time." The court remanded to the Supreme Court for its determination of the issue of whether or not the defendant sponsor had breached this implied promise where the sponsor had not, as of some ten years after the consummation of the offering plan, sold any of the 41 unsold cooperative apartments (representing approximately 62 percent of the 66 units in the building). This decision of the Appellate Division has been appealed by the defendant sponsor to the New York Court of Appeals, which has not yet heard the appeal. A copy of the Jennifer Case is included in Part II of the Plan.

Pending the decision of the Court of Appeals with respect to the defendant sponsor's appeal of this decision, which may clarify the law in this area, the law is unsettled concerning what obligations sponsors of cooperative and condominium offering plans may have to sell unsold units. Sponsor agrees to comply with the requirements of law in this

area as determined from time to time by controlling decisions of the courts of New York State, including any decision of the Court of Appeals in the Jennifer Case.

15. Condominium Board to Purchase Superintendent's Unit

The Condominium Board, on behalf of all Unit Owners, will purchase Residential Unit 3H at 1619 Third Avenue, New York, New York ("Superintendent's Unit") from Sponsor for occupancy by the resident superintendent of the Building (the "**Resident Superintendent**"). The purchase price of the Superintendent's Unit is $514,000.00 all of which is to be financed by one or more notes, aggregating the full purchase price, executed by the Condominium Board in favor of Sponsor and/or an Institutional Lender procured by Sponsor and one or more mortgages securing payment of the notes (collectively, the "**Superintendent's Unit Mortgage**"). The Superintendent's Unit Mortgage will have a maturity of twenty (20) years, bear interest at the rate of 8.5 percent per annum and shall be self-liquidating (that is, if all of the constant monthly payments are timely made in full over the 20 year term of the mortgage, there will be no "balloon" payment of principal due at maturity). The Superintendent's Unit Mortgage shall be payable in constant monthly payments of interest and principal of $4,460.58 and, like the other expenses attributable to the Superintendent's Unit, including real estate taxes for such Unit, will be borne solely by the Residential Unit Owners as a Residential Common Expense. The amounts payable by the Residential Unit Owners with respect to the Superintendent's Unit is included in their Common Charges and reflected in the First Year's Budget. (See Footnote **12** to "**Footnotes to Schedule B**" for further details.)

Sponsor reserves the right prior to the First Unit Closing to substitute another Residential Unit to be occupied by the Resident Superintendent and will amend the Plan if such a substitution is made and any such substitution shall not relieve any Purchaser from such Purchaser's obligation to close on the purchase of a Unit pursuant to such Purchaser's Purchase Agreement. However, Sponsor may not make any such substitution subsequent to the First Unit Closing.

The Condominium Board will pay all of the same closing costs to purchase the Superintendent's Unit as any other purchaser would pay to purchase a Residential Unit under this Plan, as well as a $1,500.00 fee to Herrick, Feinstein LLP for preparing the mortgage to be given by the Condominium Board to Sponsor (see "**Unit Closing Costs and Adjustments**" for a full discussion of all closing costs). The closing costs for the Superintendent's Unit will be paid from the initial Working Capital Fund.

In the case of financing from an Institutional Lender, the entire proceeds of the mortgage loan will be paid to Sponsor on account of the purchase price of the Superintendent's Unit. If such proceeds are insufficient to pay the full purchase price, the shortfall will be paid by the Condominium Board executing and delivering to Sponsor the Condominium Board's note in favor of Sponsor for the amount of the shortfall and a purchase money second mortgage on the Superintendent's Unit to secure payment of the note.

16. Unrestricted Parking Rates and Fees.

CURRENTLY, UNDER THE MITCHELL LAMA LAW, THERE ARE RESTRICTIONS ON THE PARKING RATES OR FEES THAT MAY BE CHARGED RESIDENTS AT THE BUILDING. HOWEVER, THESE RESTRICTIONS SHALL NO LONGER APPLY FOLLOWING MITCHELL LAMA WITHDRAWAL. See "**Introduction**","**Footnotes to Schedule A**" and "**Rights of Existing Tenants.**"

17. Dishonored Check Under Purchase Agreement.

If any down payment check delivered by the Purchaser under a Purchase Agreement shall be dishonored for any reason whatsoever, it shall be deemed a material default by the Purchaser under the Purchase Agreement and Sponsor may, in that event, cancel the Purchase Agreement and declare same to be void *ab initio*, to the same effect as if the Purchase Agreement had never been executed and delivered. Purchaser shall have no right to cure such default; however, Sponsor in its sole and absolute discretion, may permit Purchaser to substitute a bank or certified check for the same amount as the dishonored check within two business days after notification to Purchaser that the original check was dishonored.

18. Sponsor's Right to Institute and Settle Tax Certiorari Proceedings.

Sponsor has the right to institute, continue, litigate and settle tax certiorari proceedings in its sole discretion as set forth in greater detail in Footnote 9 of "**Footnotes to Schedule A.**" Whether Sponsor elects to institute tax certiorari proceedings for particular tax years and the degree of success that Sponsor may have in such proceedings or in negotiating settlements thereof will, of course, affect Purchasers in that it will affect the level of real estate taxes payable by Purchasers with respect to their Units. Sponsor has an interest in successfully pursuing tax certiorari proceedings and in obtaining settlements thereof reducing assessed valuations to levels as low Sponsor may be able to achieve since such settlements will affect all Units in the Building, that is, not only those that may be or become the subject of Purchase Agreements from time to time but also those that continue to be held by Sponsor from time to time. However, Sponsor can offer no assurance as to what the results of such proceeding or negotiations might be. The results of such proceedings and negotiations are not expected to have any direct impact upon Non-Purchasing Tenants.

Sponsor makes no representation or warranty and can provide no assurance that there will be any reduction in the Actual Assessed Valuation or Transitional Assessed Valuation with respect to the Property as a result of the current or any future tax certiorari proceedings, the settlement negotiations with the City of New York or otherwise or that such reductions, if any, will take place in time to affect the First Year of Condominium Operation or benefit the Condominium and/or Unit Owners in any manner.

19. Facade Repair Cost.

Many terms used in this Paragraph 19 are defined in "**Sponsor's Statement of Building Condition.**"

As set forth in "**Sponsor's Statement of Building Condition,**" the Total Estimated Facade Repair Cost is, in the opinion of the Facade Consulting Engineers, approximately $3,456,000.00.

The Lawless & Mangione Report, which was prepared at the request of the Ruppert Yorkville Tenants Association and/or their attorneys, recommends expenditures for facade work in the amount of approximately $13,199,940.00 ("**Lawless Estimated Facade Repair Cost**"), which amount is far in excess of the $3,456,000.00 FKC Total Estimate Facade Repair Cost. Sponsor makes no representation or warranty that the actual cost of the facade repairs which are needed will not exceed the FKC Total Estimated Facade Repair Cost. Such actual cost could turn out to be the Lawless Estimated Facade Repair Cost or even some higher amount. The cost could also increase on account of, among other things, the unpredictability of weather conditions that may contribute to or accelerate deterioration of the facade, unforeseen circumstances, possible hidden defects and other factors. If the actual cost of the facade repairs should be the $13,199,194.00 Lawless Estimated Facade Repair Cost, then, assuming application of Housing Company Reserves only to the Facade Contract Stated Price of $2,670,355.00 (that is, assuming HPD approval is not obtained for application of Housing Company Reserves to any other facade repair costs) and assuming further that none of the Reserve Fund is available for use to pay the costs of facade repairs (whether on account of the Condominium Board's decision not to use the Reserve Fund for such purpose, the depletion of the Reserve Fund for other purposes or otherwise), the Condominium would have a shortfall of approximately $10,529,585.00 ("**Possible Facade Repair Cost Shortfall**"), i.e. $13,199,940.00 less $2,670,355.00. The Condominium Board would then have to raise the $10,529,585.00 Possible Facade Repair Cost Shortfall, which it might decide to do by increasing Common Charges or adopting a special assessment on all Unit Owners in the amount of $1,052.96 for each 0.01% of Common Interest allocated to the respective Units (which amount could be even higher if the Lawless Estimated Facade Repair Cost should prove to be lower than the actual facade repair cost). For example, the assessment to Unit 22J at 1623 Third Avenue (common interest percentage of 0.068334%) would be approximately $7,195.29, based on the Lawless Estimated Facade Repair Cost and the above assumptions.

Accordingly, if the authors of the Lawless & Mangione Report should be correct in their determination of the work required to repair the facade or the estimated cost thereof as set forth in such report (the Lawless Estimated Facade Repair Cost) then the Reserve Fund will likely not be sufficient to provide for needed capital expenditures or capital repairs of the Property during the five years following the First Unit Closing. In addition, if the authors of the Lawless & Mangione Report should be correct in their determination of the need for other repair work and/or replacements at the Property (other than facade work and other than the Recommended Currently Needed Work), then, on that basis alone, the Reserve Fund will likely not be sufficient to provide for needed capital expenditures or capital repairs of the Property during the five years following the First Unit Closing. The

amount of any shortfall in the Reserve Fund would be the responsibility of the Condominium and not Sponsor and would be expected to be borne by (i) all Unit Owners in accordance with Common Interest allocated to their respective Units (in the case of repairs to General Common Elements, such as the facade) and (ii) by the Residential Unit Owners in accordance with Percentage of Residential Common Interest allocated to their respective Units (in the case of repairs to the Residential Limited Common Elements).

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE PLAN, IN NO EVENT SHALL SPONSOR BE RESPONSIBLE TO PERFORM, OR BE OBLIGATED TO PAY ANY OF THE COST OF, ANY OF THE FKC RECOMMENDED FACADE WORK, ANY OTHER FACADE WORK (INCLUDING, WITHOUT LIMITATION, THAT RECOMMENDED BY THE LAWLESS & MANGIONE REPORT), THE RECOMMENDED PLUMBING WORK, THE RECOMMENDED ASBESTOS REMEDIATION WORK, THE TRANSFORMERS REPLACEMENT WORK, WORK TO CURE VIOLATIONS AT THE PROPERTY OR ANY OTHER REPAIR, IMPROVEMENT OR REPLACEMENT WORK WHATSOEVER PERTAINING TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY WORK RECOMMENDED TO BE PERFORMED IN THE LAWLESS & MANGIONE REPORT), WHETHER OR NOT ON ACCOUNT OF (A) ANY ACTUAL OR PURPORTED INSUFFICIENCY OR INADEQUACY OF (1) THE SPECIFICATIONS OR REQUIREMENTS OF THE FKC RECOMMENDED FACADE WORK, RECOMMENDED PLUMBING WORK, RECOMMENDED ASBESTOS REMEDIATION WORK, TRANSFORMERS REPLACEMENT WORK OR OTHER RECOMMENDED CURRENTLY NEEDED WORK OR (2) ESTIMATES OF COSTS THEREOF (INCLUDING, WITHOUT LIMITATION, THE ESTIMATED RECOMMENDED REPAIR WORK COST, FKC TOTAL ESTIMATED FACADE REPAIR COST, ESTIMATED PLUMBING WORK COST, ESTIMATED ASBESTOS REMEDIATION COST AND ESTIMATED TRANSFORMERS REPLACEMENT COST) OR (B) THE FAILURE OF HPD TO AGREE THAT HOUSING COMPANY RESERVES MAY BE USED TO PAY FOR ANY OR ALL OF SUCH WORK, OR THE FAILURE OF HPD TO CONSENT TO THE CREATION OF A HPD FACADE REPAIR ESCROW OR OTHER ESCROW TO PAY FOR ANY OR ALL OF SUCH WORK UPON MITCHELL LAMA WITHDRAWAL AS DESCRIBED ABOVE. SPONSOR SHALL HAVE NO OBLIGATION TO APPLY TO HPD FOR APPROVAL OF THE USE OF HOUSING COMPANY RESERVES FOR ANY OF THE ABOVE WORK OR ANY OTHER WORK AT THE PROPERTY AND SHALL NOT BE RESPONSIBLE FOR ANY FAILURE TO OBTAIN HPD APPROVAL TO USE OF HOUSING COMPANY RESERVES THEREFOR. TO THE EXTENT THAT THE COST OF ANY SUCH WORK SHALL NOT BE FUNDED FROM HOUSING COMPANY RESERVES, SUCH COSTS SHALL BE THE RESPONSIBILITY OF THE CONDOMINIUM AND SHALL, TO THE EXTENT THAT THE CONDOMINIUM BOARD DOES NOT ELECT TO APPLY THE RESERVE FUND TO SUCH COSTS OR THE RESERVE FUND IS INSUFFICIENT TO PAY FOR SUCH COSTS (WHETHER ON ACCOUNT OF DEPLETION OF THE RESERVE FUND FOR OTHER PURPOSES OR OTHERWISE), (A) IN THE CASE OF WORK PERTAINING TO THE GENERAL COMMON ELEMENTS (SUCH AS FACADE REPAIR WORK), BE BORNE BY ALL UNIT OWNERS IN ACCORDANCE WITH THE COMMON INTERESTS ALLOCATED TO THEIR RESPECTIVE UNITS AND (B) IN THE CASE OF WORK PERTAINING TO THE RESIDENTIAL LIMITED COMMON ELEMENTS, BE BORNE BY THE RESIDENTIAL UNIT OWNERS IN ACCORDANCE

WITH THE PERCENTAGES OF RESIDENTIAL COMMON INTEREST ALLOCATED TO THEIR RESPECTIVE UNITS.

Nothing contained above shall relieve Sponsor of its obligation to fund the Reserve Fund in the amount required by the Reserve Fund Law, subject to the limitations set forth in "**Working Capital Fund and Reserve Fund.**"

20. Sponsor Veto Over Certain Expenditures.

As long as Unsold Residential Unit Owners (including Sponsor) continue to own at least twenty-five percent (25%) of the Residential Units during the five (5) years following the First Unit Closing, the Condominium Board will not be permitted, without the prior written consent of a Majority in Common Interest of Unsold Residential Unit Owners to:

(a) make any addition, alteration or improvement to the Common Elements or to any Unit, unless required by Applicable Law;

(b) assess any Common Charges or special assessments for the creation or replacement of, or the addition to, all or any part of a reserve, contingency or surplus fund in excess of the lesser of (i) five percent (5%) in the aggregate of the estimated General Common Expenses and Residential Limited Common Expenses for any one (1) fiscal year of operation or (ii) the maximum assessment permitted under Applicable Law;

(c) increase the number or change the type of employees from that described in the First Year Budget;

(d) enter into any service or maintenance contracts for work not covered in the First Year Budget;

(e) borrow money on behalf of the Condominium; or

(f) exercise a right of first refusal to lease or purchase a Unit.

Notwithstanding the foregoing, the Unsold Residential Unit Owners (including Sponsor) may not may exercise a veto over expenditures which: (i) conform to the First Year Budget and are for the period covered by the First Year Budget; or (ii) are required to comply with Applicable Law, including expenditures required to cure any notices of violations; or (iii) are necessary to remedy any work order by an insurer which is the responsibility of the Condominium Board to remedy. See the Sections of the Plan entitled **"Control by Sponsor"** and "**Rights and Obligations of Condominium Board/Summary of By-Laws.**"

# INTRODUCTION

## Purpose of the Plan

Yorkville Towers Associates, Limited Partnership ("**Sponsor**"), presents this offering plan (the "**Plan**") for the conversion to condominium ownership of the buildings known, respectively, as 1601/1619 Third Avenue, New York, New York (the "**Ruppert Towers Building**") and 1623/1641 Third Avenue, New York, New York (the "**Yorkville Towers Building**" and, together with the Ruppert Towers Building, collectively, the "**Building**"), and the parcels of land on which the Building is situated (such parcels of land and the Building being collectively referred to as the "**Property**").

The purpose of the Plan is to set forth all of the material terms of the offer to convert the Property to condominium ownership and to sell Residential Units and Storage Units therein.

The Plan is presented in two parts, which together constitute the entire Plan. Part I sets forth a description of the material terms of the offer and Part II contains, among other things, the basic documents necessary to effectuate the provisions of the Plan and a description of the Property.

The Plan may be amended from time to time upon the filing of an amendment with the Department of Law of the State of New York (the "**Department of Law**"). Amendments will be served on all tenants and offerees as defined in Section 23.1(d) of the Regulations promulgated by the Attorney General in Title 13 NYCRR, by either personal delivery or certified mail.

## The Condominium

The Condominium will be known as The Ruppert Yorkville Towers Condominium. The Condominium will be organized to comply with and will be subject to the Condominium Act.

## The Offer

Sponsor hereby offers for sale 1257 Residential Units and 172 Storage Units on the terms and conditions set forth in the Plan.

The Storage Units are very limited in number and are located on some, but not all, floors having Residential Units.

The Commercial Units are not being offered for sale at this time. It is anticipated that as of the First Unit Closing, the Commercial Units initially will be owned by Sponsor, an affiliate of Sponsor and/or R.Y. Management Co., Inc. Sponsor reserves the right to amend the Plan to offer any or all of the Commercial Units for sale. Although reference is generally made in the Plan to the "Commercial Units" as opposed to the "Commercial Unit,"

on account of the likelihood that the Declaration, when filed, will establish more than one Commercial Unit or that Sponsor shall subsequently create, through subdivision, as permitted by the Declaration, more than one Commercial Unit, Sponsor nevertheless reserves the right, in its sole discretion, to limit the number of Commercial Units to one Commercial Unit.

As set forth in greater detail in "**Rights of Existing Tenants**," the Plan is offered as a Non-Eviction Plan. The initial prices and estimated Common Charges for each of the Residential Units and Storage Units are set forth in the Section of the Plan entitled "**Schedule A – Purchase Prices and Related Information**" ("**Schedule A**"). THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY. As set forth in greater detail in "**Rights of Existing Tenants**," each Eligible Tenant who occupies a Residential Unit in the Building on the date the Plan is accepted for filing, will, during the Exclusive Purchase Period, have the exclusive right to purchase his or her Unit at the reduced Purchase Price for such Unit as applicable during such Exclusive Purchase Period as set forth in Schedule A. "**Exclusive Purchase Period**" means the period consisting of the first ninety (90) days after the Presentation Date of the Plan. Sponsor will not enter into an agreement to sell a Unit while such Unit is subject to such exclusive right to purchase. There will be no increase in prices to Eligible Tenants during the Exclusive Purchase Period, provided that after the expiration of the Exclusive Purchase Period, the respective reduced purchase prices applicable to the purchase by Eligible Tenants of their Units during such Exclusive Purchase Period shall no longer apply and Eligible Tenants will no longer have the exclusive right to purchase their Units, which may then be purchased by others.

Neither the Condominium Board nor the Unit Owners will have any right to restrict or limit any lawful use of any Commercial Unit except that the Commercial Units may not be used for (i) the sale or display of pornographic photographs, magazines, movies or videotapes or as a so-called rubber goods shop or (ii) any nude or semi-nude live performances or nude modeling or as a sex club or massage parlor. No representation or warranty is made as to who the owner(s) or tenant(s) of the Commercial Units may be at any time or as to the lawful uses to which any Commercial Unit may be put at any time.

Both the Ruppert Towers Building and the Yorkville Towers Building are high rise New Law Tenement Class "A" multiple dwelling buildings. The Ruppert Towers Building consists of two separate wings, designated the East Wing (corresponding to the address 1619 Third Avenue) and the West Wing (corresponding to the address 1601 Third Avenue), respectively. The East Wing and West Wing of the Ruppert Towers Building are 29 stories and 34 stories, respectively, not including the basement/lobby level, the cellar level and two sub-cellar levels. The Yorkville Towers Building consists of two separate wings, designated the East Wing (corresponding to the address 1641 Third Avenue) and the West Wing (corresponding to the address 1623 Third Avenue), respectively. The East Wing and the West Wing of the Yorkville Towers Building are 37 stories and 42 stories, respectively, not including the basement/lobby level, the cellar level and three sub-cellar levels. The Building has a total of 1,258 residential apartments (1257 apartments plus the

Superintendent's Unit) as well as commercial, retail, professional and garage space, which will be part of the Commercial Unit as more fully described in this Plan.

The Sponsor and its Interest in the Property

Sponsor is a New York limited partnership with an office c/o R.Y. Management Co., Inc., 1619 Third Avenue, New York, New York 10128. The current owner of record of the Property is Yorkville Towers Housing Co. Inc. ("**Housing Company**"), a corporation organized pursuant to the provisions of Article II of the New York Private Housing Finance Law (such law, together with the regulations adopted by the HPD thereunder, as set forth in Title 28 of the New York City Rules and Regulations, the "**Mitchell Lama Law**"). Sponsor holds all of the shares of outstanding stock of Housing Company and is the beneficial owner of the Property and the entire equitable interest in the Property. Housing Company is the successor by merger of Ruppert Housing Co. Inc. and Yorkville Housing Co. Inc. Housing Company is one of the general partners of Sponsor. Pursuant to a Third Amended and Restated Declaration of Interest dated January 7, 1997 between Housing Company and Sponsor, which document is recorded in the Register's Office, Housing Company is required to dispose of the Property at the direction of the Sponsor. At Sponsor's election, Sponsor and/or Housing Company will be the declarant under the Condominium Declaration.

The Mitchell Lama Law

The Property is currently subject to the provisions of the Mitchell Lama Law. The Mitchell-Lama program is a New York State program designed to encourage the private development of low and middle income housing in areas where such affordable housing cannot be provided by the ordinary unaided operation of private enterprise. The Mitchell-Lama program encourages such housing by offering State and municipal assistance to developers in the form of long-term, low interest government mortgage loans and real estate tax abatements. In return for these financing incentives, developers agree to regulations limiting profits, rents, tenant selection and the transfer of the property. These restrictions are set forth in the Mitchell Lama Law, which require, under certain conditions, the offering of renewal leases to tenants.

The buildings and improvements at the Property were constructed with financing from the New York City Housing Development Corporation ("**HDC**"). The HDC currently holds a consolidated first mortgage on the Property in the original principal amount of $62,712,000.00 (the "**HDC Mortgage**"). The outstanding principal amount of the HDC Mortgage as of January 31, 2001 was approximately $49,603,809.36. The Building was completed sometime after January 1, 1974.

Since the HDC Mortgage loan was made after 1959, Section 35 of the Mitchell Lama Law permits that the Housing Company "may voluntarily be dissolved.....not less than twenty years after the occupancy date" of the project, upon the payment in full of the government loan and of "any and all expenses incurred in effecting such voluntary dissolution." The buildings at the Property were first occupied approximately 1974 or 1975. In conformity with the Mitchell Lama Law, each of the LDAs (as defined below) provide

that upon such dissolution, title to the Property may be conveyed to the owner or owners of its capital stock (Sponsor) or the Housing Company may be reconstituted, provided that, "prior to such dissolution and conveyance or reconstitution, payment be made of all current operating expenses, taxes, indebtedness and all accrued interest thereon and the par value of and accrued dividends on the outstanding stock of such company." The LDAs also provide that "if after making such payment, and after conveyance of the project, a surplus remains in the treasury of the [Housing Company], such surplus, shall upon dissolution, be paid into the general fund of" the City of New York, as the municipality that granted the real estate tax exemption. The Mitchell Lama Law requires that after such dissolution and conveyance or such reconstitution, the Property shall no longer be subject to the Mitchell Lama Law and the real estate tax exemption granted the Property terminates.

Accordingly and as a condition to Sponsor's obligation to consummate the Plan, on before the First Unit Closing, the following shall occur: (i) a "Letter of No Objection" to the Housing Company's filing of a Certificate of Dissolution with the New York Secretary of State shall be issued by the City of New York in accordance with the Mitchell Lama Law, (ii) the Housing Company shall be dissolved and, at the option of Sponsor, the Property shall be conveyed to Sponsor (or, at Sponsor's election, the Housing Company shall be reconstituted as a New York business corporation not subject to the Mitchell Lama Law). In connection with the foregoing, to the extent required by the Mitchell Lama Law (but subject to any waiver of requirements by the City of New York or other governmental authority), (y) payment in full of the HDC Loan shall be made (or the HDC Loan shall be purchased from the HDC in connection with a mortgage refinancing) and (z) the payment of all expenses and real estate taxes required to be paid under the Mitchell Lama Law in connection with such dissolution (or reconstitution) shall be made. The issuance of such Letter of No Objection, the dissolution (and/or reconstitution) of Housing Company and, if Sponsor elects, the conveyance of the Property to Sponsor, is referred to the Plan collectively, as the "**Mitchell Lama Withdrawal**." After the Mitchell Lama Withdrawal, the Property shall no longer be subject to the Mitchell Lama Law and, accordingly, the real estate tax exemption granted the Property shall terminate along with all restrictions under the Mitchell Lama Law limiting profits, rents and tenant selection with respect to the Property, subject to the Settlement Rent Restrictions as detailed in the section of the Plan entitled "**Rights of Existing Tenants.**" Sponsor reserves all of its rights under the Mitchell Lama Law and regulations thereunder and nothing contained in the Plan is intended to be a waiver of any of such rights, none of which shall be transferred or deemed transferred to or inure to the benefit of the Condominium or the Condominium Board except as may be expressly provided in the Plan.

Tenant Litigation

By letter dated June 1, 1998, Sponsor notified the HPD of its intention to withdraw from the Mitchell-Lama program by prepaying the HDC Mortgage and reconstituting Housing Company as a New York business corporation not subject to the provisions of the Mitchell Lama Law. Certain tenants of the Property commenced a class action in Supreme Court of the State of New York, New York County (Index No. 121496/98) entitled Lila Dyas and Richard Catrone and All Others Similarly Situated v. Yorkville Towers

Housing Co., Inc., Yorkville Towers Associates et.al. (the "**Tenant Litigation**") seeking, among other things, to enjoin Housing Company and Sponsor from withdrawing the Property from the Mitchell-Lama program and claiming, among other things, certain violations by Sponsor of the Mitchell Lama Law and that Sponsor and Housing Company are required to keep the Property in the Mitchell-Lama program and subject to its regulations until at least June 20, 2008. A settlement agreement was executed by Wolf, Haldenstein et. al., as attorneys for the plaintiff tenants in the Tenant Litigation and by Seward & Kissel LLP, as attorneys for Sponsor, a copy of which is contained in Part II of the Plan (the "**Settlement Agreement**"). By order of the Court dated October 5, 2001 (a copy of which is also contained in Part II), the Court approved the terms of the Settlement Agreement. Under the Settlement Agreement, the Property may be withdrawn from the Mitchell-Lama program subject to certain terms and conditions as set forth in the Settlement Agreement. See "**Rights of Existing Tenants**" for a summary of the terms of the Settlement Agreement.

Urban Renewal Plan

The Property is part of the area known as the Ruppert Brewery Urban Renewal Area, which is the subject of an urban renewal plan for the area adopted in 1968 by the New York City Planning Commission and the New York City Board of Estimate, as amended by an amended urban renewal plan adopted in 1971 (the "**Urban Renewal Plan**"). This area (the "**Urban Renewal Area**") is bounded on the west by Third Avenue, on the east by Second Avenue, on the north by 94th Street and on the south by 90th Street. The Property is referred to in the Urban Renewal Plan as Site 1 (Ruppert Towers Building) and 2B (Yorkville Towers Building). Adjoining the Property on the northeast is Site 2C as designated on the Urban Renewal Plan, commonly known as Knickerbocker Plaza (formerly known as Ruppert Plaza) (the "**Knickerbocker Property**").

Land Disposition Agreements

The terms of the acquisition of the Property from The City of New York are set forth in the respective deeds (collectively, the "**Restricted Deeds**") from The City of New York to Housing Company and from the City of New York to Ruppert Towers Housing Co., Inc. (now, by merger into Housing Company, now known as Housing Company) and in two separate land disposition agreements, each dated July 20, 1972 between The City of New York and Yorkville Towers Housing Co., Inc. and between The City of New York and Ruppert Towers Housing Co., Inc. , respectively (collectively, the "**LDAs**"). The deeds require the Housing Company to devote the Property in accordance with the uses specified in the Urban Renewal Plan, which covenant expires June 20, 2008. This entails the Housing Company complying with the residential use requirements and other use requirements of the Urban Renewal Plan. The LDAs provide that at least 30% of the total number of apartments to be constructed at the three Ruppert Brewery Urban Renewal sites (that is, Ruppert Towers (Site 1), Yorkville Towers (Site 2B) and Knickerbocker Plaza (Site 2C)) will be allocated to lower income persons or families and that all of the apartments to be constructed at the Knickerbocker Plaza site (formerly known as Ruppert Plaza and which is not part of the Property) will be made available to persons or families of lower income than incomes of persons or families occupying Ruppert Towers and Yorkville

Towers. The LDAs state, however, that the allocation to lower income persons and families at Knickerbocker Plaza "fully satisfies" the above requirements for all three sites within the Ruppert Brewery Urban Renewal Area.

Sponsor is presenting the Plan based upon the assumption that the Mitchell Lama Withdrawal shall take place and become effective and that the rest of the Mitchell Lama Settlement Conditions (as defined in the "**Effective Date**" section) shall be met and satisfied. See "**Effective Date**" for certain conditions to the obligation of Sponsor to declare the Plan effective, including the satisfaction of the Mitchell Lama Settlement Conditions.

Knickerbocker Property

The Knickerbocker Property is adjacent to the Yorkville Towers Parcel on the east. It is located at Second Avenue between 91st Street and 92nd Street, extending west from Second Avenue to the boundary line with the Yorkville Towers Parcel (as hereinafter defined). The Yorkville Towers Parcel and the Knickerbocker Property together make up the entire square block bounded by Third Avenue, 92nd Street, Second Avenue and 91st Street. Knickerbocker Property is managed by R.Y. Management Co. Inc., of which Robert Vaccarello, Sponsor's principal, is president. In addition, the Estate of Frederick DeMatteis owns an interest in Sponsor as well as an interest in the beneficial owner of the Knickerbocker Property. Knickerbocker Property consists of one thirty-one story building and two twelve story buildings containing approximately 579 apartments. Knickerbocker Plaza is, like the Property, a Mitchell-Lama project, but it is also subsidized by the federal government under an Interest Reduction Payments Contract pursuant to Section 236 of the National Housing Act, as amended. Under this federal subsidy program, tenancy in Knickerbocker Property is subject to significantly lower income requirements than the Property.

The easternmost portion of the Yorkville Towers Parcel adjoins the Knickerbocker Property at its westernmost point. On either side of the boundary line separating the two parcels is a driveway which is shared by both the Yorkville Towers Building and the Knickerbocker Property (the "**Yorkville Knickerbocker Driveway**"). On the Knickerbocker Property is a recycling container and a separate container for disposal of furniture and other large objects (collectively, the "**Shared Recycling/Trash Containers**"), which containers currently serve the Ruppert Towers Building, the Yorkville Towers Building and the Knickerbocker Property. The emptying of the Shared Recycling/Trash Containers and the disposal of the contents thereof is currently handled by the New York City Department of Sanitation. At or before the First Unit Closing, Sponsor shall cause to be executed and delivered one or more agreements (collectively, the "**Yorkville Knickerbocker Agreement**") binding upon the record owner of the Knickerbocker Property (the "**Knickerbocker Owner**") and the Condominium which shall (i) permit the shared use of the Yorkville Knickerbocker Driveway by the Condominium and the Knickerbocker Owner and (ii) permit the shared used by the Condominium and the Knickerbocker Owner of the Shared Recycling/Trash Containers. The Yorkville Knickerbocker Agreement shall also provide that the costs of maintaining and/or replacing the Yorkville Knickerbocker Driveway (and the gate controlling entrance thereto and exit therefrom) and the Shared

Recycling/Trash Containers (and the fence enclosing such containers) shall be shared by the Condominium and the Knickerbocker Owner on the basis of two-thirds of such costs to be borne by the Condominium and one-third of such costs to be borne by the Knickerbocker Owner. The agreement shall provide that the Condominium shall have the right and, so long as the Knickerbocker Owner pays its one-third share of the costs as provided above, the obligation, to maintain, repair and/or replace (as necessary), the Yorkville Knickerbocker Driveway (and the gate controlling access thereto). Similarly, the Knickerbocker Owner shall have the right and, so long as the Condominium pays its two-thirds share of the costs as provided above, the obligation, to maintain, repair and/or replace (as necessary) the Shared Recycling/Trash Containers. If the responsible party as provided above fails to perform such maintenance, repair and/or replacement, the other party shall have the right to perform same and charge the appropriate portion (one-third or two-thirds, as the case may be) of the cost thereof to the responsible party.

91st Street

91st Street divides the Ruppert Towers Building on the south from the Yorkville Towers Building on the north and is currently closed to vehicular traffic. However, Sponsor has no knowledge of any written street closing agreement and no assurance is or can be given that 91st Street will not be re-opened for vehicular traffic. The City of New York has been maintaining 91st Street but no assurance is or can be given that it shall continue to do so in the future.

Plazas, Terraces and Other Amenities

There are outdoor plazas, referred to in the Plan as the Residential Plazas, used by residents at each of the Ruppert Towers Building (southeast part of the building site) and the Yorkville Towers Building (northeast part of the building site). In addition, there are terraces, referred to in the Plan as the Residential Terraces, which are used by residents and located, respectively, (i) above the approximately two to three story section of the Ruppert Towers Building located in the northwest section of the Ruppert Towers Parcel and (ii) above the approximately two to three story section of the Yorkville Towers Building located in the southwest section of the Yorkville Towers Parcel. There are also outdoor plazas in the vicinity of the storefronts located at the northwest portion of the Ruppert Towers Building and the southwest portion of the Yorkville Towers Building, referred to in the Plan as the Common Plazas, which plazas will be subject to certain easements in favor of the Commercial Unit Owners and their tenants as set forth in the Declaration and described in the section of the Plan entitled "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-Laws**." There are two laundry rooms located on the third floor of each of the Ruppert Towers Building and the Yorkville Towers Building, which laundry rooms are part of the Commercial Units. No Residential Units have their own terraces or balconies. There are no parking, recreational facilities or other amenities appurtenant to the Property other than as described in this section of the Plan or in "**Description of Property and Building Condition**" included in Part II of the Plan.

Commercial Units and Storage Units

The exact location of the Commercial Units is set forth on the Floor Plans included in Part II of the Plan. The Commercial Units may be one or more Units in the discretion of the Sponsor and the owner of such Units shall have the right to subdivide, split and combine such Units. The Commercial Units include, among other space, retail space, doctors' offices, professional space and certain space currently utilized or patronized by residents of the Building, including, without limitation, the "community room" located on the lobby level of the Ruppert Towers Building, the health club, the garage in each of the Ruppert Towers Building and the Yorkville Towers Building, the valet space on the lobby level of each of the Ruppert Towers Building and the Yorkville Towers Building, the two laundry rooms on the third floors of each of the Ruppert Towers Building and the Yorkville Towers Building and certain storage areas. The Commercial Units may be used for any lawful use except that the Commercial Units may not be used for (i) the sale or display of pornographic photographs, magazines, movies or videotapes or as a so-called rubber goods shop or (ii) any nude or semi-nude live performances or nude modeling or as a sex club or massage parlor. Except for certain easements specifically granted in favor of residents and the Condominium Board in the Declaration and By-laws (see "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-Laws**"), no one other than the Commercial Unit Owners, their designees and tenants and the guests, invitees and patrons of the foregoing shall have the right to enter or use the Commercial Units. No assurance is or can be given that the existing uses of, or services, amenities or products currently offered in, the Commercial Units (or the different spaces within the Commercial Units) or the prices or fees currently being charged for such products, services or amenities, as the case may be, offered within the Commercial Units will continue or for how long they might continue or that certain existing uses will not be relocated within the Commercial Units or eliminated altogether, all in the sole discretion of the Commercial Unit Owners.

Currently, dry cleaning and valet services are supplied (at residents' expense) to residents of the Building by Gracie's Valet NYC Corp. (the "**Valet Tenant**"), which is the current tenant will respect to certain space on the lobby levels of the Yorkville Towers Building and the Ruppert Towers Building (the "**Current Valet Space**"). No assurance is given that such services shall continue to be available for purchase by residents or the prices at which such services will be offered. In addition, in accordance with its obligations under its current leases, the Valet Tenant currently accepts, at no charge, parcel post, United Parcel Service and other package deliveries for residents of the Building and the Current Valet Space includes certain package storage space for such purpose and/or certain other space is made available for such purpose (collectively, the "**Package Room Space**"). No assurance is given that the Package Room Space is adequate for such purpose, the Package Room Space or substitute space will continue to be available for such purpose, such package acceptance services shall continue, the period during which such services might continue or the conditions under which they might continue (including, without limitation, the price that the Valet Tenant may charge therefor) or that the leases with the Valet Tenant from time to time will continue to require package acceptance services to be provided. The leases with the Valet Tenant provide that the Sponsor has the right to relocate the Valet Tenant to certain space within the Commercial Units. The

designated relocation spaces in such leases include the "community room" in the Ruppert Towers Building (located on the lobby level) as well certain space on the lobby level of the Yorkville Towers Building, which community room space and other space will become part of the Commercial Unit(s). No assurance is given as to where the Valet Tenant will be relocated or if the Valet Tenant (or a substitute tenant providing similar services) will continue to occupy any portion of the Property. The leases with the Valet Tenant provide that the tenant shall use and occupy the leased premises for a drop dry cleaning store, tailoring and shirt and sheet laundry and that the Valet Tenant has the exclusive right to provide these services to the tenants of the Ruppert Towers Building and the Yorkville Towers Building. Accordingly, as provided in the Declaration, without the prior written consent of the Commercial Unit Owners and the Sponsor and its designees, neither the Condominium Board nor any Unit Owner shall be permitted to operate anywhere in the Property, a drop dry cleaning store, tailoring establishment or shirt and sheet laundry or to lease space in the Property for any of such purposes.

There is attendant parking in each of the two garages at the Property, one garage in the Ruppert Towers Building and the other in the Yorkville Towers Building (collectively, the "**Garage Space**"). Although the Garage Space is part of the Commercial Units, residents currently make arrangements for parking with the garage operator, which is a tenant of Sponsor (such tenant and any replacement or successor tenant(s), collectively, the "**Garage Tenant**"). Under the Certificate of Occupancy for each of the buildings, although parking is stated to be "primarily for residents," parking is permitted by non-residents with no limitation as to time; "provided that residents may recapture any of the non-resident parking spaces upon thirty (30) days written notice." No representation is made by Sponsor as to the amount of the parking fees or parking rents which will be charged residents from time to time by the Garage Tenant or the owner of the Garage Space or with respect to how long parking shall be made available to residents, subject to compliance with the provisions of Applicable Law. Under the leases with the current Garage Tenant, Sponsor shares in any increase in Garage Space rents or fees charged to residents as follows: Sponsor is entitled to additional rent equal to the product of (A) 284, in the case of the Yorkville garage, and 208, in the case of the Ruppert garage and (B) 25% of any and all increases in the maximum rate charged by the Garage Tenant for storage of motor vehicles by residents in excess of $50.00 per month. The owner of the Commercial Unit(s) that include the Garage Space (and not the Condominium or the Condominium Board) shall be entitled to all rent due under the leases of the Garage Space. CURRENTLY, UNDER THE MITCHELL LAMA LAW, THERE ARE RESTRICTIONS ON THE PARKING RATES OR FEES THAT MAY BE CHARGED RESIDENTS AT THE BUILDING. HOWEVER, THESE RESTRICTIONS SHALL NO LONGER APPLY FOLLOWING MITCHELL LAMA WITHDRAWAL.

Sponsor and the Commercial Unit Owners shall have the right, without the consent of the Condominium Board or any Unit Owner, to seek to amend the Certificate of Occupancy and/or obtain any required special permit, other permit, zoning variance or other variance, in order to permit changes to the permitted use(s) of the Commercial Units or to eliminate restrictions on such use (including, without limitation, the current restrictions giving preference to residents for parking in the Building) and such change of use shall not require the consent of the Condominium Board or any Unit Owner.

Under the current leases with the Garage Tenant, the Garage Tenant is required to make available without any charge up to 10 parking spaces (the "**10 Free Spaces**") at no charge to "employees or guests of the owner or managing agent during normal business hours, during any emergency or at any time the management office is open or there is a scheduled meeting at the development." In practice, the Garage Tenant has made available at no charge more than such 10 spaces and currently free spaces are used by management employees, security personnel, the superintendents and other building employees. None of the rights to the use of the 10 Free Spaces and such additional parking spaces are being transferred to the Condominium Board and all of such rights are being retained by the Sponsor (or applicable Commercial Unit Owner), subject to its right to assign rights to the use of one or more of such spaces in its sole discretion. Accordingly, Sponsor shall have no obligation to permit Building employees, maintenance staff, security staff or management personnel to use any of such parking spaces. Sponsor may permit the current Resident Superintendent to park his vehicle at the Property in a location determined by Sponsor, subject to Sponsor's right to revoke such permission at any time.

The current on-site management offices for the Building, as well as a portion of the Building's general storage space and building maintenance and supply storage space will become part of the Commercial Units and will be available for use only by the Commercial Unit Owners and not by the Condominium. Once the Condominium is established and the First Unit Closing has occurred, repairs within Units will generally become the responsibility of the Unit Owner (see "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-laws**") and the need for storage space for maintenance supplies will be somewhat reduced. However, Sponsor offers no assurance that the storage space and building maintenance and supply space available to the Condominium will be adequate. In addition, it is unlikely that adequate and suitable space can be found within the Common Elements for the Condominium to establish an on-site management office. However, so long as R.Y. Management Co., Inc. is the managing agent for the Condominium and maintains its offices within a Commercial Unit, the Condominium will not need a separate on-site management office. Thereafter, it is likely that the Condominium will need to rely on an off-site management office. It is not necessary, although it is desirable, for the Condominium to have as its managing agent a firm which has on-site office.

In addition, Storage Units are offered for sale, which include space currently used by residents for storage. Accordingly, such space will no longer be available for storage by residents except by the respective purchasers of the particular Storage Units. Storage Units are very limited in number and may only be purchased by purchasers of or owners of one or more Residential Units unless Sponsor shall amend the Plan to provide otherwise.

The Building is more fully described in the "**Description of Property and Building Condition**" included in Part II of the Plan, which sets forth a description of the physical condition of the Building. The Property and the Units are being offered and sold in their "as is" condition on the Closing Date, and Sponsor will not have any obligation to make any

repairs or improvements, except as may be expressly provided in the Section of the Plan entitled "**Sponsor's Statement of Building Condition**." See the Section of the Plan entitled "**Special Risks**."

Features of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a residential private home. Each Unit Owner owns fee title to his or her Unit and is entitled to the exclusive possession thereof. Each Unit Owner also owns in common with other Unit Owners an undivided interest in the Common Elements known as the Common Interest with respect to the Unit owned by such Unit Owner. Each Residential Unit Owner must pay Common Charges with respect to his or her Unit based upon the Common Interest for such Unit (General Common Charges) or Percentage of Residential Common Interest (Residential Common Charges), as the case may be, as more particularly described in "**Footnotes to Schedule B**" and "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-laws**". The Common Elements, as more particularly described in the "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-laws**" section in Part I of the Plan and in the Declaration set forth in Part II of the Plan, consist of the General Common Elements, the Residential Limited Common Elements, the Commercial Limited Common Elements and, if applicable, the Individual Commercial Limited Common Elements. The General Common Elements include generally the Land, the roofs (excluding the Residential Terraces), foundation and supports of the Building and all other parts of the Property, other than the Units, the Residential Limited Common Elements, the Commercial Limited Common Elements and the Individual Commercial Limited Common Elements, which General Common Elements are described in greater detail in the Declaration and "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-laws**". The Residential Limited Common Elements are generally devoted in use or function to the Residential Units (and/or Storage Units) and include generally the Main Lobbies, the Residential Plazas, the Residential Terraces, the Residential Elevators, the hallways and corridors connecting the Residential Units with one another and the Facilities exclusively serving the Residential Units and/or Storage Units. The Commercial Limited Common Elements are generally devoted in use or function to the Commercial Units and generally include the Commercial Elevators, the Outdoor Parking Areas, certain passages, hallways, corridors and mechanical space designated as Commercial Limited Common Elements on the Floor Plans and the Facilities exclusively serving the Commercial Units. The Individual Commercial Limited Common Elements are those Commercial Limited Common Elements which serve one or more but not all of the Commercial Units or the Commercial Unit Owners. This term only applies if and when there shall be more than one Commercial Unit. The General Common Elements, the Residential Limited Common Elements and the Commercial Limited Common Elements are described in greater detail in the Declaration and "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-laws**".

The Residential Units may be used solely for dwelling purposes and such "home occupation" use under the Zoning Resolution of the City of New York as may be permitted by law.

Subject to certain conditions contained in the By-Laws, each Unit Owner may mortgage his or her Unit with a lender and in such amount as he or she chooses (see **"Procedure to Purchase"**). Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

Sponsor is not offering to arrange institutional financing or to act as agent for any lender with respect to the financing of Units under this Plan. Commercial and savings banks as well as some savings and loan associations may make loans to help Purchasers finance the acquisition of their Units. Each institution has its own lending policies and credit requirements. The Sponsor makes no representation or warranty that institutional financing will be available to Unit Owners or as to the terms and conditions upon which financing might be available.

A Unit Owner may decorate the interior of his or her Unit in any way he or she desires subject to compliance with the By-Laws and the Rules and Regulations thereunder. Except for compliance with law, there are no limitations or restrictions upon the right of the Commercial Unit Owners, the Sponsor, any Unsold Residential Unit Owners or their respective designees to decorate or alter their respective Units. A Unit Owner will be responsible for the cost of maintenance and interior repairs to his or her Unit.

The Sponsor will make application to divide the Property into separate tax lots for each Unit and its Common Interest, which Unit (and its Common Interest) will then be taxed as a separate tax lot for real estate tax purposes. Once a separate tax lot is established for a Unit and apportionment of the assessed valuation of the Property to a Unit is officially made, a Unit Owner will then be responsible for the payment of the real estate taxes on his or her, but not any other, Unit and his or her Unit will not be affected by virtue of nonpayment of real estate taxes with respect to any other Unit. The amount of the tax assessed against any Unit will depend upon various factors affecting value, including but not limited to, square footage, location, purchase price and other factors taken into consideration by the taxing authorities. Until the Units are separately assessed as described above, real estate taxes assessed against the Property will be treated as a General Common Expense and borne by all Unit Owners based upon the Common Interests of their respective Units.

With certain exceptions, any sale or lease of a Residential Unit or Storage Unit will be subject to a right by the Condominium to acquire or lease such Unit or to produce a third party to acquire or lease such Unit on the same terms as were offered to the Owner of such Unit. The Sponsor, any Sponsor Successor and their designees may sell or lease all or any portion of their Unsold Residential Units and/or Storage Units without any restriction or limitation imposed pursuant to the Declaration or By-Laws. The Commercial Unit Owner(s) (including Sponsor) may sell or lease any portion of the Commercial Units as if they were a separate commercial property without any restriction or limitation imposed pursuant to the Declaration or By-Laws. (See **"Rights and Obligations of Unit Owners and Condominium Board; Summary of By-Laws"**).

Operation and management of the Condominium will be vested in the Condominium Board as more particularly set forth in the By-Laws. Each Unit Owner will have a right to

vote for members of the Condominium Board as provided in the By-Laws. The Condominium Board will determine the amount of General Common Expenses and Residential Common Expenses. Common Expenses include General Common Expenses, Residential Common Expenses and Commercial Common Expenses. General Common Expenses include, without limitation, the expenses of maintaining and operating the General Common Elements and certain other expenses (such as fire and hazard insurance premiums) set forth in "**Schedule B: Projected Budget for First Year of Condominium Operation**" and "**Footnotes to Schedule B**" and in the Declaration and By-laws. Residential Common Expenses include, without limitation, the expenses of maintaining and operating the Residential Limited Common Elements and certain other expenses set forth in "**Schedule B: Projected Budget for First Year of Condominium Operation**", "**Footnotes to Schedule B**" and in the Declaration and By-Laws.

Every Unit Owner will be required to pay General Common Charges to pay for General Common Expenses and each Residential Unit Owner will be required to pay Residential Common Charges to pay for Residential Common Expenses. Every Unit Owner will be required to pay a share of General Common Expenses, generally in accordance with the Common Interests of such Unit Owner's Unit. Residential Common Expenses will be borne solely by the Residential Unit Owners in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units.

The obligation to maintain and repair the Commercial Limited Common Elements shall be solely the obligation of the Commercial Unit Owners who will pay for such expenses (called Commercial Common Expenses) directly. At least monthly, the Condominium Board will assess General Common Charges against each Unit Owner (both Residential Unit Owners and Commercial Unit Owners) to pay General Common Expenses and will assess Residential Common Charges against only the Residential Unit Owners to meet Residential Common Expenses.

In the opinion of counsel to the Sponsor, under present income tax laws, an owner of a Residential Unit, substantially like a homeowner, may deduct from his or her income for federal, New York State and New York City resident income tax purposes, the real estate taxes paid with respect to his or her Residential Unit and the interest paid on the mortgage, if any, on his or her Residential Unit, but subject to the conditions and restrictions discussed in **"Counsel's Tax Opinion"**. For the most part the owner of a Residential Unit may only deduct interest on debt incurred to acquire his or her principal residence or a designated secondary residence subject to certain limitations (See **"Counsel's Tax Opinion"**).

The Condominium shall maintain fire insurance policies insuring the Building (but not including appliances or any furniture, furnishings or other personal property in the Unit) covering the interests of the Condominium, the Condominium Board, all the Unit Owners and their mortgagees as their respective interests may appear, in an amount equal to at least eighty percent of the full replacement value of the Building exclusive of excavation and foundations and deduction for depreciation. Each Unit Owner is advised to insure the interior of his or her own Unit and the contents thereof, including appliances, furniture,

furnishings, or other personal property within the Unit. In addition, a Unit Owner may desire to obtain insurance covering his or her liability to others for personal injury or property damage occurring within or to his or her Unit.

Rent Laws Not Applicable

Except for the provisions of the Mitchell Lama Law or as may be set forth in "**Rights of Existing Tenants**" section of the Plan, neither the Residential Units (or the occupancy thereof) nor the parking spaces at the Property (or the right to the use of parking thereat) are now subject to any rent regulation or other limitation on what may be charged therefor or to any requirement to offer a renewal lease and the Rent Laws do not apply thereto. From and after the Mitchell Lama Withdrawal, the only such restrictions that shall apply shall be as may be specified in the Settlement Agreement and the "**Rights of Existing Tenants**" section of the Plan.

The Plan is a Non-Eviction Plan and is presented in compliance with Section 352-eeee of the GBL, which grants the right to continued occupancy by Non-Purchasing Tenants who are not in default in paying rent or performing other lease obligations where an offering plan is declared effective by a sponsor under such law. No Non-Purchasing Tenant shall have any rights in addition to or beyond the rights conferred by Applicable Law, except as otherwise expressly set forth in the Plan.

Any tenant who purchases his or her Unit will no longer be subject to, or have any rights afforded to, tenants in occupancy or Rent Program Eligible Tenants under the Plan (as set forth in "**Rights of Existing Tenants**" or otherwise), nor will such purchaser have any rights under any rent regulation, including, without limitation, the Rent Laws or the Mitchell Lama Law (whether pertaining to their apartments or to parking at the Property).

Summary of Contents of the Plan

The agreement to purchase a Unit is called a "**Purchase Agreement**", the general form of which is set forth in Part II of the Plan as Document Number 4. The procedure to purchase is summarized in Part I of the Plan in the Section entitled "**Procedure to Purchase.**"

A detailed description of the physical condition of the Property, prepared by Giannasca Gallo Architects, PC, an independent architectural firm, and included as part of the "**Description of Property and Building Condition**" contained in Part II of this Plan, should be reviewed carefully by prospective Purchasers.

Floor plans of the Residential Units and floor plans depicting the location of the Residential Units and the Commercial Unit(s) are set forth in Part II of the Plan as Document Number 15.

Section 352-eeee of the GBL is set forth in Document Number 11 in Part II of the Plan.

The salient provisions of the Declaration, which establishes condominium ownership of the Property, the By-Laws of the Condominium, which govern the operation of the Condominium, and the Rules and Regulations of the Condominium promulgated pursuant to the By-Laws, are partially summarized below in the Section entitled "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-laws**" and the text of the Declaration and By-laws are reproduced in full in Part II of the Plan as Document Number 10.

The form of deed that Sponsor will issue to Purchasers of the Units and the form of power of attorney that each Unit Owner will be required to give to the Condominium Board and to Sponsor pursuant to the terms of the By-Laws (the "**Unit Owner's Power of Attorney**") are set forth in Part II of the Plan as Document Number 9 and Document Number 8 respectively.

The Certifications of Sponsor, the Architect, Sponsor's Expert Concerning Adequacy of Budget and Sponsor's Expert Concerning the Adequacy of the Common Charges Payable by the Commercial Unit Owners are set forth in Part II of the Plan.

The Plan delivered to the Department of Law, including all Schedules and Parts A, B, C and D of the Exhibits, constitutes the entire offer. Copies of the Plan and Parts A, B, C and D of the Exhibits will be available for inspection without charge to prospective Purchasers and their attorneys at the office of the Selling Agent by appointment.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT.

## DEFINITIONS

For convenience of presentation, general definitions of certain terms used in Part I of the Plan are set forth below. These definitions are subject to the more particular definitions of such terms set forth in the Declaration in Part II of the Plan.

**"amend"**, **"amended"** or **"amendment"** refer to any amendment, whether by deletion of any existing provision, modification of any existing provision, or insertion of a new provision.

**"Applicable Law"** means all applicable laws, statutes, treaties, rules, codes, ordinances, regulations of any Governmental Authority and, to the extent the Property, any Unit, any Unit Owner, Sponsor, any Sponsor Successor and/or the Condominium Board, as the case may be, is bound thereby or subject thereto, any judgments, decrees, injunctions, writs, orders, notices of violation or like action of any Governmental Authority, court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction.

**"Appurtenant Interest"** means, with respect to any Unit, (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of the owner of such Unit in any other Units acquired by the Condominium Board or its designees on behalf of the other Unit Owners or the proceeds of the sale or lease thereof if any, and (iii) the interest of the owner of such Unit in any other asset of the Condominium.

**"Attorney General"** means the Office of the Attorney General of the State of New York.

"**Building**" shall have the meaning given such term in the "**Introduction"** section of the Plan.

"**Building roof antennas**" shall mean any antennas or other communications devices (including, without limitation, a telephone repeater or other communication antennae or device for cellular telephones, internet equipment or other communications equipment) and any ancillary electrical equipment now or hereafter installed a Building roof by an owner of the Commercial Units' Telecommunication Rights or Declarant's Telecommunication Rights (each term having the meaning given it in the Declaration).

**"By-Laws"** means the By-Laws of the Condominium, in the form set forth as Document Number 10 in Part II of the Plan, including the Rules and Regulations, as amended from time to time pursuant to the terms thereof.

"**closing,**" "**closing of title**" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and a Purchaser under such Purchaser's Purchase Agreement, including the payment to Sponsor of the Purchase Price

and the delivery to such Purchaser of the deed transferring full ownership (fee simple title) to the Unit on the terms set forth in the Purchase Agreement.

"**Closing Date**" means the date scheduled for the closing of title to a Unit by Sponsor as same may be adjourned in accordance with the terms of the Purchase Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commercial Common Charges**" means the charges allocated and assessed against the Commercial Units by the Commercial Unit Owners or the Commercial Board (if one shall be established as provided in the Declaration), payable by the Commercial Unit Owners in the manner provided in the Declaration and By-laws to meet the Commercial Common Expenses.

"**Commercial Common Expenses**" shall mean all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Commercial Limited Common Elements and such other items as are provided in the Declaration or By-laws to be Commercial Common Expenses.

"**Commercial Elevators**" shall mean the service/passenger elevators designated as part of the Commercial Limited Common Elements on the Floor Plans, consisting of one elevator in the Ruppert Towers Building and one elevator in the Yorkville Towers Building and their respective shafts and elevator pits, elevator machine rooms and related Facilities.

"**Commercial Limited Common Elements**" means those Common Elements generally devoted in use or function to the Commercial Units and include generally the Commercial Elevators, the Outdoor Parking Areas, certain passages, hallways, corridors and mechanical space designated as Commercial Limited Common Elements on the Floor Plans and the Facilities exclusively serving the Commercial Units and such other areas which are so designated on the Floor Plans or in the Declaration (or in amendments thereto) as a Commercial Limited Common Element.

"**Commercial Section**" means, collectively, the Commercial Units, the Commercial Limited Common Elements and the Individual Commercial Limited Common Elements.

"**Commercial Unit**" or "**Commercial Units**", as the case may be, means the initial commercial condominium unit(s), which is (are) designated as the (or a) "Commercial Unit" in the Declaration and Floor Plans, together with, as may be applicable from time to time, such additional or other commercial condominium units resulting from any subdivision, splitting and/or combining of such Unit(s) as permitted by the Declaration. The Commercial Unit(s) include, in the aggregate, without limitation, portions of Ruppert Level C, Ruppert Level B, Ruppert Level A, Ruppert Level L (lobby), Ruppert Level 2 and Ruppert Level 3 of the Ruppert Towers Building and Yorkville Level D, Yorkville Level C, Yorkville Level B, Yorkville Level A, Yorkville Level L (lobby) , Yorkville Level 2 and Yorkville Level 3 of the Yorkville Towers Building. The space included within the

Commercial Unit(s) includes, without limitation, the retail space at the Property, the health club, the garage in each of the Ruppert Towers Building and the Yorkville Towers Building, the valet space in the lobby level of each of the Ruppert Towers Building and the Yorkville Towers Building, the two laundry rooms on the third floors of each of the Ruppert Towers Building and the Yorkville Towers Building (Ruppert Level 3 and Yorkville Level 3), professional space at the lobby and second floors of each of the Ruppert Towers Building and the Yorkville Towers Building (Ruppert Level L and Ruppert Level 2, Yorkville Level L and Yorkville Level 2), the "community room" at the Ruppert Towers Building and storage areas and such additional space in such buildings which are part of the Commercial Unit(s) as set forth in the Floor Plans (hereinafter defined).

**"Commercial Unit Owner"** means the owner of a Commercial Unit at the time in question.

**"Common Charges"** means, collectively, the General Common Charges, the Residential Common Charges and the Commercial Common Charges.

**"Common Expenses"** means, collectively, the General Common Expenses, the Residential Common Expenses and the Commercial Common Expenses.

**"Common Elements"** means, collectively, the General Common Elements, the Residential Limited Common Elements, the Commercial Limited Common Elements and, if applicable, the Individual Commercial Limited Common Elements and generally consist of all parts of the Property other than the Units.

**"Common Interest"** means the undivided percentage interest of each Unit in the Common Elements.

"**Common Plazas**" means, collectively, the outdoor plaza located at the northwest portion of the Ruppert Towers Building in the vicinity of the storefronts at such building (the "Ruppert Common Plaza") and the outdoor plaza located at the southwest portion of the Yorkville Towers Building in the vicinity of the storefronts at such building (the "Yorkville Common Plaza"), in each case, exclusive of the Residential Plazas.

**"Condominium"** means The Ruppert Yorkville Towers Condominium to be established pursuant to the terms of the Declaration and to be governed pursuant to the terms of the By-Laws.

**"Condominium Act"** means Article 9-B of the Real Property Law of the State of New York as amended from time to time.

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

"**Condominium Documents**" means, collectively, the Declaration, the By-Laws (including the Rules and Regulations) and the Floor Plans, all as amended from time to time.

**"Declaration"** means the declaration to be executed by Sponsor and/or Housing Company for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership thereof and includes any duly adopted amendments thereto.

**"Department of Law"** means the New York State Department of Law.

**"Down Payment"** means the payment on account of the Purchase Price, in an amount equal to ten percent (10%) of the Purchase Price, required to be paid by a Purchaser at the time of delivery of a Purchase Agreement.

**"Effective Date"** means the date upon which the Plan is declared effective by Sponsor in accordance with the terms of the Plan.

**"Eligible Tenant"** means (a) a bona fide residential tenant in occupancy on the Filing Date; (b) a bona fide residential tenant with the right to renew a lease on the Filing Date; and (c) a bona fide residential tenant who has the right to continued occupancy of a Unit on the Filing Date. A bona fide residential tenant of record with an unexpired lease on the Filing Date shall be presumed to be an Eligible Tenant even if the tenant has sublet the Unit or the Unit is not the tenant's primary residence. Additionally, a bona fide residential sublessee in occupancy on the Filing Date shall be deemed to be an Eligible Tenant if such sublessee sublets from a non-bona fide residential tenant or has obtained written permission to purchase the Unit from the bona fide residential tenant of record. Nothing herein, however, shall be construed to deprive an owner of any legal remedy for illegal occupancy. Other than as set forth above, a subtenant is not an Eligible Tenant. A tenant who leases commercial space or any other space other than a dwelling unit or who first leases or rents a Unit after the Plan is presented is not an Eligible Tenant. In addition, prospective Purchasers who upon signing a Purchase Agreement enter into an Interim Lease and the estate of a tenant who dies before signing and returning a Purchase Agreement are not Eligible Tenants. An Eligible Tenant who (i) voluntarily surrenders his or her Unit or (ii) is evicted pursuant to a court order before this Plan is presented or before signing and submitting a Purchase Agreement shall no longer be an Eligible Tenant.

**"Escrow Agent"** means Herrick, Feinstein LLP.

**"Exclusive Purchase Period"** means the period consisting of the first ninety (90) days after the Presentation Date of the Plan.

**"Exhibits"** means collectively Exhibits A, B, C and D which were submitted to the Department of Law in connection with the submission of this Plan to such Department.

**"Existing Lease"** means and includes any lease or occupancy agreement in effect with respect to any Residential Unit at the time in question.

**"Facilities"** means includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, convertor, radiator, heater, heat exchanger,

mechanism, device, machinery, motor, pump control, tank or tank assembly, insulation, induction unit, 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, canopy, incinerator, closet, door, railing, coping, step, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

**"Family Members"** means and includes a spouse, child (by blood, marriage or adoption), parents (including step-parents or parents-in-law), grandchildren, siblings and grandparents.

"**Filing Date**" means the date on which a letter from the Department of Law advising that the Plan or any amendment to the Plan has been filed or accepted for filing by the Department of Law.

**"First Unit Closing"** means the first date upon which title to a Unit is conveyed to a Purchaser pursuant to the terms of the Plan.

**"First Year Budget"** means the projection of receipts and expenses of the Property for the first 12 months following the projected date of the First Unit Closing contained in the Section of the Plan entitled "**Schedule B: Projected Budget for First Year of Condominium Operation**."

**"First Year of Condominium Operation"** means the twelve month period commencing on the date of the First Unit Closing.

**"Floor Plans"** means the floor plans of the Building certified by Giannasca Gallo Architects, PC and to be filed in the Register's Office simultaneously with the recording of the Declaration, which will be substantially in the form reproduced in Part II of the Plan.

"**General Common Charges**" means the charges allocated and assessed against the Units by the Condominium Board payable by the Unit Owners (both Residential Unit Owners and Commercial Unit Owner(s)) in accordance with the respective Common Interests of their respective Units (except as otherwise provided in the Declaration or in the By-Laws), to meet the General Common Expenses.

**"General Common Elements"** means the Land and all parts of the Building, other than the Units, the Residential Limited Common Elements, the Commercial Limited Common Elements and the Individual Commercial Limited Common Elements. The General Common Elements include, without limitation, the foundations, footings, columns, girders, floor slabs and ceilings, beams, supports, interior load bearing walls, roofs (other than the Residential Terraces), those portions of the exterior walls of the Building beyond the Unit side of the glass or concealed block work or concealed structural members of

those walls, and all Facilities in the Building which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of both the Commercial Section (or portions thereof) and the Residential Section (or portions thereof).

"**GBL**" means the General Business Law of the State of New York, as amended from time to time.

"**General Common Expenses**" shall mean all costs and expenses attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements, including, without limiting, accounting, legal, architectural, engineering or other professional or services fees, certain other expenses set forth or described in "**Schedule B: Projected Budget for First Year of Condominium Operation**" as to be borne by all Unit Owners and such other items which are provided in the Declaration or By-Laws to be General Common Expenses.

"**Governmental Authority**" means any federal, state, county, municipal, foreign, international, regional or other governmental authority, agency, board, body, instrumentality or court having jurisdiction.

"**HPD**" mean the New York City Department of Housing Preservation and Development.

"**Individual Commercial Limited Common Elements**" means, in the case of there being more than one Commercial Unit, those Commercial Limited Common Elements which serve one or more but not all of the Commercial Units or the Commercial Unit Owners.

"**Initial Control Period**" means the period ending on the earlier of: (i) the closing of title with Purchasers under the Plan to Residential Units having more than fifty percent (50%) of the aggregate Common Interests appertaining to all Residential Units or (ii) the fifth (5th) anniversary of the First Unit Closing.

"**Institutional Lender**" shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, mortgage trust or licensed mortgage banker or (ii) a federal, state, municipal, teachers' or union employee, welfare, pension or retirement fund or system having assets in excess of $300,000,000, in each case doing business in the State of New York; or (iii) any Governmental Authority including an agency of the City or State of New York.

"**Institutional Mortgage**" means a Permitted Mortgage covering one or more Units and the initial holder of which is either the Declarant or an Institutional Lender (as defined above).

"**Insurance Trustee**" means a bank or trust company in the State of New York, designated by the Condominium Board and having a capital, surplus and undivided profits of $500,000,000.00 or more.

**"Land"** means all that certain tract, plot, piece and parcel of land situated, lying and being in the City, County and State of New York, as more particularly described in Schedule A of the Declaration.

**"Limited Common Elements"** means, collectively, the Residential Limited Common Elements, the Commercial Limited Common Elements and the Individual Commercial Limited Common Elements.

"**Liquidated Sum**" shall mean the Down Payment under a Purchase Agreement, together with any interest earned thereon plus the cost of any special work in the Unit ordered by the Purchaser (together with interest on the cost of such work from when expended at the same interest rate as earned on the Down Payment).

"**Main Lobbies**" means, collectively, the lobbies on Ruppert Level L of the Ruppert Towers Building and Yorkville Level L of the Yorkville Towers Building, as more particularly identified as Residential Limited Common Elements on the Floor Plans, including, without limitation, the concierge stations therein and the adjoining elevator lobbies serving the Residential Elevators, but excluding any lobbies within the Commercial Unit(s) or the Commercial Section.

**"Majority in Common Interest of Unit Owners"** shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of Unit Owners determined in accordance with the By-Laws.

**"Majority in Common Interest of Unsold Residential Unit Owners"** shall mean those Unsold Residential Unit Owners whose Unsold Residential Units have, in the aggregate, more than 50% of the aggregate of the Common Interests allocated to all Unsold Residential Units, from time to time.

**"Managing Agent"** means the Person engaged from time-to-time by the Condominium Board to perform the duties of a managing agent of the Building and initially will mean R.Y. Management Co., Inc.

**"Mitchell Lama Withdrawal"** shall have the meaning given such term in the section of the Plan entitled "**Introduction**."

**"Mortgage Representatives"** means the representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of the By-Laws.

**"Non-Eviction Plan"** means an offering plan which may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent (15%) of all Units in the Building by bona fide tenants in occupancy or bona fide Purchasers who represent that they or one or more members of their immediate family intend to occupy the Unit when it becomes vacant.

**"Non-Purchasing Tenant"** means any Eligible Tenant who does not purchase his or her Unit and who is entitled to possession on the Effective Date.

"**Outdoor Parking Areas**" shall mean, collectively, (i) the outdoor parking area located on the east side of the Yorkville Towers Parcel, access to which is controlled by a gate located on the boundary of the northeast corner of the Yorkville Towers Parcel and the Knickerbocker Property and (ii) the outdoor parking area on the east side of the Ruppert Towers Parcel, access to which is controlled by a gate near the southeast corner of the Ruppert Towers Parcel, in each case, excluding only such service court area adjacent thereto as is specifically designated on the Floor Plans as a General Common Element.

**"Owner-Occupied"** means occupied by a Unit Owner or a Family Member of a Unit Owner.

"**Percentage of Commercial Common Interest**" means, as applied to each Commercial Unit (assuming there is more than one Commercial Unit) the Common Interest attributable to such Commercial Unit divided by the aggregate of the Common Interests attributable to all Commercial Units.

"**Percentage of Residential Common Interest**" means, as applied to each Residential Unit or Storage Unit, as the case may be, the Common Interest attributable to such Residential Unit or Storage Unit, as the case may be, divided by the aggregate of the Common Interests attributable to all Residential Units and Storage Units. The respective Percentages of Residential Common Interest with respect to each Residential Unit and each Storage Unit are set forth on Schedule A.

"**Permitted Encumbrances**" means those title encumbrances subject to which a Purchaser under the Plan agrees to take title to a Unit, as more particularly itemized in the Section of the Plan entitled "**Closing of Title to Units and Terms of Sale**."

**"Permitted Mortgage"** means shall mean any first mortgage of record against a Unit.

**"Permitted Mortgagee"** means the holder of any Permitted Mortgage of record against a Unit.

**"Person"** means any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, limited liability company, organization, government or any department or agency thereof, or any other entity.

**"Plan"** means this offering plan to convert the Property to condominium ownership filed with the Department of Law of the State of New York pursuant to Section 352-eeee of the General Business Law of the State of New York, as amended from time to time.

"**Purchase Agreement**" means the purchase agreement between Sponsor and a Purchaser under the Plan in the form set forth as Document Number 4 in Part II of the Plan.

"**Purchase Price**" means the purchase price of a Unit.

"**Purchaser**" means a Person or Persons buying a Unit under a fully-executed Purchase Agreement, whether for personal occupancy or use of the Purchaser or a Family Member or for rental or other investment purposes.

"**Presentation Date**," "**Date of Presentation**," "**presentation**," "**presented**" and related words means the date of personal delivery or (if mailed) the fifth day after mailing (whichever is the last to occur) of this Plan or any amendment to the Plan, as the context may require, to those Persons required to receive same pursuant to the GBL and the regulations of the Department of Law promulgated thereunder.

"**Property**" means the Land, the Building, all other improvements erected or to be erected on the Land, all easements, rights, and appurtenances pertaining thereto and all other property, real, personal or mixed, used or intended to be used in connection therewith.

"**Recognized Lender**" means (i) the Sponsor or its successors or (ii) an Institutional Lender.

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

"**Rent Laws**" means: (i) the Rent Stabilization Law of 1969; (ii) the New York City Rent Stabilization Code adopted pursuant thereto; (iii) the New York City Rent and Rehabilitation Law; (iv) the Tenant Protection Regulations of the New York State Division of Housing and Community Renewal; (v) the Emergency Tenant Protection Act of 1974; (vi) New York City Local Law 4 of 1994; (vii) the 1993 Rent Regulation Reform Act; (viii) the Rent Regulation Reform Act of 1997; and (ix) Article 7-C of the Multiple Dwelling Law, all as may be amended from time to time.

"**Reserve Fund Law**" means Chapter 8 of Title 26 of the New York City Administrative Code, as amended from time to time.

"**Residential Common Charges**" means the charges allocated and assessed against the Residential Units and Storage Units by the Condominium Board, payable by the Residential Unit Owners in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units, to meet the Residential Common Expenses.

"**Residential Common Expenses**" shall mean all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Limited Common Elements and certain other

expenses (such as expenses pertaining to the Superintendent's Unit) set forth or described in "**Schedule B: Projected Budget for First Year of Condominium Operation**" as to be borne only by the Residential Unit Owners and such items as are provided in the Declaration or By-laws to be Residential Common Expenses.

"**Residential Elevators**" shall mean all service/passenger elevators designated on the Floor Plans as Residential Limited Common Elements, consisting of six (6) elevators in the Ruppert Towers Building and eight (8) in the Yorkville Towers Building and their respective shafts and elevator pits, elevator machine rooms and related Facilities.

"**Residential Limited Common Elements**" means those Common Elements which are generally devoted in use or function to the Residential Units and/or the Storage Units and include generally the Main Lobbies, the Residential Plazas, the Residential Terraces, the Residential Elevators, the hallways and corridors connecting the Residential Units with one another and the Facilities exclusively serving the Residential Units and/or Storage Units and such other areas which are so designated on the Floor Plans or in the Declaration as a Residential Limited Common Element.

"**Residential Members**" means those members of the Condominium Board who are elected by the Residential Unit Owners in accordance with the By-laws.

"**Residential Plazas**" mean the outdoor plazas, playgrounds and sitting areas located in southeast portion of the Ruppert Towers Parcel and in the northeast portion of the Yorkville Towers Parcel (in each case, not including any of the outdoor plazas adjacent to the storefronts at the Building located in the northwest portion of the Ruppert Towers Parcel and the southwest portion of the Yorkville Towers Parcel), as more particularly identified as Residential Limited Common Elements on the Floor Plans).

"**Residential Section**" means collectively, the Residential Units, the Storage Units and the Residential Limited Common Elements.

"**Residential Terraces**" means the terraces used by residents located, respectively, (i) above the approximately two to three story section of the Ruppert Towers Building located in the northwest section of the Ruppert Towers Parcel and (ii) above the approximately two to three story section of the Yorkville Towers Building located in the southwest section of the Yorkville Towers Parcel.

"**Residential Unit**" means a Unit which is designated as a Residential Unit in the Declaration and/or the Floor Plans, consisting generally of a specific apartment.

"**Residential Unit Owner**" means the owner of a Residential Unit or a Storage Unit.

"**Rules and Regulations**" shall mean the rules and regulations of the Condominium, adopted by the Condominium Board pursuant to the By-Laws, as amended, modified, deleted from or added to from time to time, pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration or the By-Laws, initially in the form set forth as Document Number 10 in Part II of the Plan.

"**Ruppert Level**" shall have the meaning giving such term in the Declaration. The floors in the Ruppert Towers Building, as referred to in the Declaration and the Plan are listed (from bottom to top) as follows: Lower Sub-Cellar (Level C) ("Ruppert Level C"), Upper Sub-Cellar (Level B) ("Ruppert Level B"), Basement (Level A) ("Ruppert Level A"), Lobby Level (Level L) ("Ruppert Level L") and Floors 1 through 29 in the east wing and Floors 1 through 34 in the west wing of the building. The designation of certain levels of the buildings on the Floor Plans or in the Plan may not coincide with the designation of such levels on certain Signs or markings at the Building.

"**Ruppert Towers Parcel**" means the parcel of land located between 90st Street and 91nd Street (Block 1536, Lot 1) and bounded on the west by Third Avenue on which parcel of land the Ruppert Towers Building is situated.

"**Ruppert Vehicular Gate**" has the meaning given such term within the definition of "Vehicular Gates" above.

"**Selling Agent**" means R.Y. Management Co. Inc., 1619 Third Avenue, New York, New York 10128 or any successor selling agent designated by Sponsor.

"**Service Court Areas**" means the service court areas which are adjacent to the Outdoor Parking Areas (as defined above), and which are designated as General Common Elements on the Floor Plans, including, without limitation, the Vehicular Gates (to the extent located on the Property).

"**Service Equipment**" shall mean all of the following now or hereafter installed in the Building, serving one or more Units or the Common Elements, if any, appurtenant thereto: (i) pipes, wires, ducts, risers, cables, conduits and (ii) mechanical, electrical and other equipment, including supplemental air-conditioning systems, antennas and other communications devices.

"**Settlement Rent Restrictions**" shall have the meaning given such term in the section of the Plan entitled "**Rights of Existing Tenants.**"

"**Signs**" means any sign, advertisement, banner, notice or other lettering.

"**Sponsor**" means Yorkville Towers Associates, Limited Partnership, a New York limited partnership, having an office c/o R.Y. Management Co.,Inc., 1619 Third Avenue, New York, New York 10128.

"**Sponsor's Counsel**" means the law firm of Herrick, Feinstein LLP, with offices at 2 Park Avenue, New York, New York 10016.

"**Sponsor Successor**" means (i) any corporation or other entity which, through amalgamation, consolidation, or other legal succession becomes invested with the rights and assumes the burdens of Yorkville Towers Associates, Limited Partnership or (ii) any Person, who, at any time, (a) purchases from Yorkville Towers Associates, Limited

Partnership, or otherwise succeeds to (x) ten or more Residential Units or (y) twenty percent (20%) or more of all Residential Units in the Condominium or (z) all remaining Residential Units then owned by Sponsor, and is designated as a Sponsor Successor by Sponsor and (b) is not purchasing such Residential Units for his, her or its own occupancy or for occupancy by one or more of such Person's Family Members, and, in any case, shall also include any nominee holding any Unit for the account of the Person referred to in clause (i) or (ii) above. The phrase **"owned by"** shall include owned by any such nominee.

"**Storage Unit**" means the storage rooms or storage closets located on certain of the floors of the Building having, inter alia, Residential Units thereon, as more particularly identified on the Floor Plans.

"**Unit**" or "**Condominium Unit**" means any space designated as a Residential Unit, Commercial Unit or Storage Unit in the Declaration consisting generally of (i) in the case of the Residential Unit, a specific apartment; in the case of a Commercial Unit, a block of commercial or non-residential space in the Building and in the case of a Storage Unit, a storage closet or storage room located on certain of the floors of the Building having, inter alia, Residential Units thereon and (ii) an appurtenant undivided interest in the Common Elements.. All of such Units are collectively referred to as the **"Units."**

**"Unit Owner"** means any record owner of a Unit, and all of such Unit Owners are, collectively, referred to as the **"Unit Owners."**

**"Unsold Residential Unit"** or **"Unsold Residential Units"** means any Residential Unit or Residential Units owned at the time in question by Sponsor or any Sponsor Successor. Any Unsold Residential Unit shall retain its status and character as an Unsold Residential Unit until: (i) it is no longer owned by Sponsor or any Sponsor Successor; (ii) it is occupied by a Unit Owner or a Family Member of a Unit Owner; or (iii) it is conveyed to a bona fide Purchaser for personal occupancy (by the Purchaser or a Family Member of the Purchaser). Further, a Residential Unit that is conveyed to Sponsor by a Purchaser who has elected to rescind his or her purchase of the Unit and receive a refund of the Purchase Price paid for the Unit as provided in the Plan shall thereupon once again become an Unsold Residential Unit.

**"Unsold Residential Unit Owner"** means the owner of an Unsold Residential Unit.

"**Vehicular Gates**" means the gates controlling access by vehicles to the Service Court Areas and the Outdoor Parking Areas, which include (i) a gate located on the boundary of the northeast corner of the Yorkville Towers Parcel and the Knickerbocker Property (the "**Yorkville Vehicular Gate**") and (ii) the gate located near the southeast corner of the Ruppert Towers Parcel (the "**Ruppert Vehicular Gate**").

"**Yorkville Towers Parcel**" means the parcel of land located between 91st Street and 92nd Street (Block 1537, Lot 1) and bounded on the west by Third Avenue, on which parcel of land the Yorkville Towers Building is situated.

"**Yorkville Level**" shall have the meaning giving such term in the Declaration. The floors in the Yorkville Towers Building, as referred to in the Declaration and the Plan are listed (from bottom to top) as follows: Lowest Sub-Cellar (Level D) ("Yorkville Level D") , Lower Sub-Cellar (Level C) ("Yorkville Level C"), Upper Sub-Cellar (Level B) ("Yorkville Level B"), Basement (Level A) ("Yorkville Level A"), Lobby Level (Level L) ("Yorkville Level L") and Floors 1 through 37 in the east wing and Floors 1 through 42 in the west wing. The designation of certain levels of the buildings on the Floor Plans or in the Plan may not coincide with the designation of such levels on certain Signs or markings at the Building.

"**Yorkville Vehicular Gate**" has the meaning given such term within the definition of "Vehicular Gates" above.

All other capitalized terms used in Part I of the Plan which are not separately defined in Part I shall have the meaning ascribed thereto in the By-Laws or the Declaration, as the case may be.

## LOCATION AND AREA INFORMATION

### Location

The Ruppert Yorkville Condominium is located at 1601/1619 Third Avenue and 1623/1641 Third Avenue, on the east side of Third Avenue along a two-block stretch from East 90th to East 92nd Streets. The Condominium is located in the Yorkville neighborhood of the Upper East Side of Manhattan and is part of Manhattan Community District Number 8. The surrounding neighborhood includes a mix of residential apartment buildings and brownstones as well as restaurants and stores.

### Transportation

Taxi and limousine service is widely available in Manhattan. In addition, public transportation provided by the New York City Metropolitan Transit Authority is easily accessible from the Building. The Building is conveniently located near the IRT/Lexington Avenue subway line. The line's #4, #5 and #6 trains stop at the 86th Street and Lexington Avenue station and #4 and #6 trains stop at the 96th Street and Lexington Avenue station. Bus service is frequent, offering various East Side routes with stops at 96th Street and Third Avenue; 96th Street and Second Avenue; 96th Street and Lexington Avenue; and 90th Street and Madison Avenue; crosstown routes to the West Side of Manhattan with stops at 86th Street and Lexington Avenue; 92nd Street and York Avenue; and 96th Street and Lexington Avenue; and express service to the downtown Financial District of Manhattan with a stop at 92nd Street and York Avenue. Public transportation is subject to schedules and changes made by the New York City Metropolitan Transit Authority.

Entrance and/or exit ramps to the FDR Drive are located at East 96th Street (exit 14) and at East 71st Street (southbound only, Exit 13).

Recreational Facilities

Central Park is located five blocks to the west of the Building, offering tennis, jogging, cycling, boating, a zoo and many concerts, plays and theater events throughout the year.

Carl Schurz Park, located between 84th and 90th Streets at East End Avenue to the East End River, is home to Gracie Mansion and Finley Walk Promenade, offering views of the East River.

Entertainment

The 92nd Street Y, located at 92nd Street and Lexington Avenue, offers a wide variety of cultural and educational events, including literary and poetry readings, concerts, lectures, trips and physical education classes.

Many renowned museums and institutions are conveniently accessible, including the Guggenheim Museum, Cooper-Hewitt National Design Museum, National Academy of Design, International Center of Photography Uptown, Jewish Museum, Museum of Natural History, and Metropolitan Museum of Art.

Medical Facilities

World-class medical facilities are accessible from the Building. Mt. Sinai Hospital is located nearby at East 100th Street and Fifth Avenue. New York Hospital-Cornell Medical Center, Sloan Kettering Memorial Hospital and Lennox Hill Hospital also are conveniently accessible.

Educational Facilities

The Condominium is located in the highly rated New York City School District 2. Public Schools include P.S. 198 at 1700 Third Avenue (elementary school) and P.S. 167 at 220 East 76th Street (middle school). Private schools in the area include the prestigious Dalton School. Hunter College, part of the City University of New York, is conveniently located on the East Side of Manhattan. No representation is made that Unit Owners or their children will be entitled to attend any particular school.

Municipal Services

The Building is located within the 19th Precinct of the New York City Police Department. The 19th Precinct Station is located at Third Avenue and East 67th Street.

New York City Fire Department stations close to the Building include Engine Company No. 22, located at 159 East 85th Street (at Third Avenue), and Ladder Company No. 43, located at 1836 Third Avenue (at 102nd Street). Sponsor has been informed by New York City that the former location is the Building's primary station for fire protection and the latter location is the Building's primary station for administrative matters.

# SCHEDULE A
# PURCHASE PRICES AND RELATED INFORMATION

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SCHEDULE A

OFFERING PRICES & RELATED INFORMATION,

ESTIMATED COMMON CHARGES AND ESTIMATED REAL ESTATE TAXES

FOR THE FIRST YEAR OF CONDOMINIUM OPERATION

July 1, 2002 THROUGH June 30, 2003

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **RESIDENTIAL UNITS** | | | | | | | | | | | | | |
| 1601 | 3A | 1,325 | 5.5/2 | $ 460,000 | $ 575,000 | 0.099098% | 0.102967% | $811.67 | $9,740.00 | $642.02 | $7,704.24 | $1,453.69 | $17,444.24 |
| 1601 | 4A | 1,367 | 5.5/2 | $ 503,200 | $ 629,000 | 0.108405% | 0.112636% | $887.89 | $10,654.71 | $702.31 | $8,427.77 | $1,590.21 | $19,082.48 |
| 1601 | 5A | 1,367 | 5.5/2 | $ 506,400 | $ 633,000 | 0.109094% | 0.113353% | $893.54 | $10,722.46 | $706.78 | $8,481.36 | $1,600.32 | $19,203.83 |
| 1601 | 6A | 1,367 | 5.5/2 | $ 509,600 | $ 637,000 | 0.109783% | 0.114069% | $899.19 | $10,790.22 | $711.25 | $8,534.96 | $1,610.43 | $19,325.18 |
| 1601 | 7A | 1,367 | 5.5/2 | $ 512,800 | $ 641,000 | 0.110473% | 0.114785% | $904.83 | $10,857.98 | $715.71 | $8,588.55 | $1,620.54 | $19,446.53 |
| 1601 | 8A | 1,367 | 5.5/2 | $ 516,000 | $ 645,000 | 0.111162% | 0.115502% | $910.48 | $10,925.73 | $720.18 | $8,642.15 | $1,630.66 | $19,567.88 |
| 1601 | 9A | 1,367 | 5.5/2 | $ 520,000 | $ 650,000 | 0.112024% | 0.116397% | $917.54 | $11,010.43 | $725.76 | $8,709.14 | $1,643.30 | $19,719.57 |
| 1601 | 10A | 1,367 | 5.5/2 | $ 524,000 | $ 655,000 | 0.112885% | 0.117292% | $924.59 | $11,095.13 | $731.34 | $8,776.14 | $1,655.94 | $19,871.26 |
| 1601 | 11A | 1,367 | 5.5/2 | $ 528,000 | $ 660,000 | 0.113747% | 0.118188% | $931.65 | $11,179.82 | $736.93 | $8,843.13 | $1,668.58 | $20,022.95 |
| 1601 | 12A | 1,367 | 5.5/2 | $ 532,000 | $ 665,000 | 0.114609% | 0.119083% | $938.71 | $11,264.52 | $742.51 | $8,910.12 | $1,681.22 | $20,174.64 |
| 1601 | 13A | 1,367 | 5.5/2 | $ 536,000 | $ 670,000 | 0.115471% | 0.119978% | $945.77 | $11,349.21 | $748.09 | $8,977.12 | $1,693.86 | $20,326.33 |
| 1601 | 14A | 1,367 | 5.5/2 | $ 540,800 | $ 676,000 | 0.116505% | 0.121053% | $954.24 | $11,450.85 | $754.79 | $9,057.51 | $1,709.03 | $20,508.35 |
| 1601 | 15A | 1,367 | 5.5/2 | $ 545,600 | $ 682,000 | 0.117539% | 0.122127% | $962.71 | $11,552.48 | $761.49 | $9,137.90 | $1,724.20 | $20,690.38 |
| 1601 | 16A | 1,367 | 5.5/2 | $ 550,400 | $ 688,000 | 0.118573% | 0.123202% | $971.18 | $11,654.12 | $768.19 | $9,218.29 | $1,739.37 | $20,872.41 |
| 1601 | 17A | 1,367 | 5.5/2 | $ 555,200 | $ 694,000 | 0.119607% | 0.124276% | $979.65 | $11,755.75 | $774.89 | $9,298.68 | $1,754.54 | $21,054.44 |
| 1601 | 18A | 1,367 | 5.5/2 | $ 560,000 | $ 700,000 | 0.120641% | 0.125351% | $988.12 | $11,857.39 | $781.59 | $9,379.08 | $1,769.71 | $21,236.46 |
| 1601 | 19A | 1,391 | 5.5/2 | $ 578,000 | $ 722,500 | 0.124519% | 0.129380% | $1,019.88 | $12,238.52 | $806.71 | $9,680.55 | $1,826.59 | $21,919.06 |
| 1601 | 20A | 1,391 | 5.5/2 | $ 586,000 | $ 732,500 | 0.126242% | 0.131170% | $1,033.99 | $12,407.91 | $817.88 | $9,814.53 | $1,851.87 | $22,222.44 |
| 1601 | 21A | 1,391 | 5.5/2 | $ 594,000 | $ 742,500 | 0.127966% | 0.132961% | $1,048.11 | $12,577.30 | $829.04 | $9,948.52 | $1,877.15 | $22,525.82 |
| 1601 | 22A | 1,391 | 5.5/2 | $ 602,000 | $ 752,500 | 0.129689% | 0.134752% | $1,062.22 | $12,746.69 | $840.21 | $10,082.51 | $1,902.43 | $22,829.20 |
| 1601 | 23A | 1,391 | 5.5/2 | $ 610,000 | $ 762,500 | 0.131412% | 0.136543% | $1,076.34 | $12,916.08 | $851.37 | $10,216.49 | $1,927.71 | $23,132.57 |
| 1601 | 24A | 1,371 | 5.5/2 | $ 611,200 | $ 764,000 | 0.131671% | 0.136811% | $1,078.46 | $12,941.49 | $853.05 | $10,236.59 | $1,931.51 | $23,178.08 |
| 1601 | 25A | 1,371 | 5.5/2 | $ 621,200 | $ 776,500 | 0.133825% | 0.139050% | $1,096.10 | $13,153.23 | $867.01 | $10,404.08 | $1,963.11 | $23,557.30 |
| 1601 | 26A | 1,371 | 5.5/2 | $ 631,200 | $ 789,000 | 0.135980% | 0.141288% | $1,113.75 | $13,364.97 | $880.96 | $10,571.56 | $1,994.71 | $23,936.53 |
| 1601 | 27A | 1,371 | 5.5/2 | $ 641,200 | $ 801,500 | 0.138134% | 0.143526% | $1,131.39 | $13,576.71 | $894.92 | $10,739.04 | $2,026.31 | $24,315.75 |
| 1601 | 28A | 1,371 | 5.5/2 | $ 651,200 | $ 814,000 | 0.140288% | 0.145765% | $1,149.04 | $13,788.45 | $908.88 | $10,906.53 | $2,057.91 | $24,694.97 |
| 1601 | 29A | 1,371 | 5.5/2 | $ 665,200 | $ 831,500 | 0.143304% | 0.148899% | $1,173.74 | $14,084.88 | $928.42 | $11,141.00 | $2,102.16 | $25,225.88 |
| 1601 | 30A | 1,371 | 5.5/2 | $ 679,200 | $ 849,000 | 0.146320% | 0.152032% | $1,198.44 | $14,381.32 | $947.96 | $11,375.48 | $2,146.40 | $25,756.79 |
| 1601 | 31A | 1,371 | 5.5/2 | $ 693,200 | $ 866,500 | 0.149336% | 0.155166% | $1,223.15 | $14,677.75 | $967.50 | $11,609.96 | $2,190.64 | $26,287.71 |
| 1601 | 32A | 1,371 | 5.5/2 | $ 707,200 | $ 884,000 | 0.152352% | 0.158300% | $1,247.85 | $14,974.18 | $987.04 | $11,844.43 | $2,234.88 | $26,818.62 |
| 1601 | 33A | 1,371 | 5.5/2 | $ 721,200 | $ 901,500 | 0.155368% | 0.161434% | $1,272.55 | $15,270.62 | $1,006.58 | $12,078.91 | $2,279.13 | $27,349.53 |
| 1601 | 34A | 1,371 | 5.5/2 | $ 735,200 | $ 919,000 | 0.158384% | 0.164567% | $1,297.25 | $15,567.05 | $1,026.12 | $12,313.39 | $2,323.37 | $27,880.44 |
| 1601 | 3B | 528 | 2/1 | $ 149,600 | $ 187,000 | 0.032228% | 0.033486% | $263.97 | $3,167.62 | $208.80 | $2,505.55 | $472.76 | $5,673.17 |
| 1601 | 4B | 528 | 2/1 | $ 158,400 | $ 198,000 | 0.034124% | 0.035456% | $279.50 | $3,353.95 | $221.08 | $2,652.94 | $500.57 | $6,006.89 |
| 1601 | 5B | 528 | 2/1 | $ 159,200 | $ 199,000 | 0.034297% | 0.035635% | $280.91 | $3,370.89 | $222.19 | $2,666.34 | $503.10 | $6,037.22 |
| 1601 | 6B | 528 | 2/1 | $ 160,000 | $ 200,000 | 0.034469% | 0.035814% | $282.32 | $3,387.82 | $223.31 | $2,679.74 | $505.63 | $6,067.56 |
| 1601 | 7B | 528 | 2/1 | $ 160,800 | $ 201,000 | 0.034641% | 0.035994% | $283.73 | $3,404.76 | $224.43 | $2,693.13 | $508.16 | $6,097.90 |
| 1601 | 8B | 528 | 2/1 | $ 161,600 | $ 202,000 | 0.034814% | 0.036173% | $285.14 | $3,421.70 | $225.54 | $2,706.53 | $510.69 | $6,128.24 |
| 1601 | 9B | 528 | 2/1 | $ 162,800 | $ 203,500 | 0.035072% | 0.036441% | $287.26 | $3,447.11 | $227.22 | $2,726.63 | $514.48 | $6,173.74 |
| 1601 | 10B | 528 | 2/1 | $ 164,000 | $ 205,000 | 0.035331% | 0.036710% | $289.38 | $3,472.52 | $228.89 | $2,746.73 | $518.27 | $6,219.25 |
| 1601 | 11B | 528 | 2/1 | $ 165,200 | $ 206,500 | 0.035589% | 0.036978% | $291.49 | $3,497.93 | $230.57 | $2,766.83 | $522.06 | $6,264.76 |
| 1601 | 12B | 528 | 2/1 | $ 166,400 | $ 208,000 | 0.035848% | 0.037247% | $293.61 | $3,523.34 | $232.24 | $2,786.93 | $525.86 | $6,310.26 |
| 1601 | 13B | 528 | 2/1 | $ 167,600 | $ 209,500 | 0.036106% | 0.037516% | $295.73 | $3,548.75 | $233.92 | $2,807.02 | $529.65 | $6,355.77 |
| 1601 | 14B | 528 | 2/1 | $ 168,800 | $ 211,000 | 0.036365% | 0.037784% | $297.85 | $3,574.15 | $235.59 | $2,827.12 | $533.44 | $6,401.28 |
| 1601 | 15B | 528 | 2/1 | $ 170,000 | $ 212,500 | 0.036623% | 0.038053% | $299.96 | $3,599.56 | $237.27 | $2,847.22 | $537.23 | $6,446.78 |
| 1601 | 16B | 528 | 2/1 | $ 171,200 | $ 214,000 | 0.036882% | 0.038321% | $302.08 | $3,624.97 | $238.94 | $2,867.32 | $541.02 | $6,492.29 |
| 1601 | 17B | 528 | 2/1 | $ 172,400 | $ 215,500 | 0.037140% | 0.038590% | $304.20 | $3,650.38 | $240.62 | $2,887.42 | $544.82 | $6,537.80 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1601 | 18B | 528 | 2/1 | $ 173,600 | $ 217,000 | 0.037399% | 0.038859% | $306.32 | $3,675.79 | $242.29 | $2,907.51 | $548.61 | $6,583.30 |
| 1601 | 19B | 528 | 2/1 | $ 175,200 | $ 219,000 | 0.037743% | 0.039217% | $309.14 | $3,709.67 | $244.53 | $2,934.31 | $553.66 | $6,643.98 |
| 1601 | 20B | 528 | 2/1 | $ 176,800 | $ 221,000 | 0.038088% | 0.039575% | $311.96 | $3,743.55 | $246.76 | $2,961.11 | $558.72 | $6,704.65 |
| 1601 | 21B v | 528 | 2/1 | $ 178,400 | $ 223,000 | 0.038433% | 0.039933% | $314.79 | $3,777.42 | $248.99 | $2,987.91 | $563.78 | $6,765.33 |
| 1601 | 22B | 528 | 2/1 | $ 180,000 | $ 225,000 | 0.038777% | 0.040291% | $317.61 | $3,811.30 | $251.23 | $3,014.70 | $568.83 | $6,826.01 |
| 1601 | 23B v | 528 | 2/1 | $ 181,600 | $ 227,000 | 0.039122% | 0.040649% | $320.43 | $3,845.18 | $253.46 | $3,041.50 | $573.89 | $6,886.68 |
| 1601 | 24B | 528 | 2/1 | $ 183,200 | $ 229,000 | 0.039467% | 0.041008% | $323.25 | $3,879.06 | $255.69 | $3,068.30 | $578.95 | $6,947.36 |
| 1601 | 25B | 528 | 2/1 | $ 184,800 | $ 231,000 | 0.039812% | 0.041366% | $326.08 | $3,912.94 | $257.92 | $3,095.10 | $584.00 | $7,008.03 |
| 1601 | 26B | 528 | 2/1 | $ 186,400 | $ 233,000 | 0.040156% | 0.041724% | $328.90 | $3,946.82 | $260.16 | $3,121.89 | $589.06 | $7,068.71 |
| 1601 | 27B | 528 | 2/1 | $ 188,000 | $ 235,000 | 0.040501% | 0.042082% | $331.72 | $3,980.69 | $262.39 | $3,148.69 | $594.12 | $7,129.38 |
| 1601 | 28B | 528 | 2/1 | $ 189,600 | $ 237,000 | 0.040846% | 0.042440% | $334.55 | $4,014.57 | $264.62 | $3,175.49 | $599.17 | $7,190.06 |
| 1601 | 29B | 528 | 2/1 | $ 192,000 | $ 240,000 | 0.041363% | 0.042977% | $338.78 | $4,065.39 | $267.97 | $3,215.68 | $606.76 | $7,281.07 |
| 1601 | 30B | 528 | 2/1 | $ 194,400 | $ 243,000 | 0.041880% | 0.043515% | $343.02 | $4,116.21 | $271.32 | $3,255.88 | $614.34 | $7,372.09 |
| 1601 | 31B | 528 | 2/1 | $ 196,800 | $ 246,000 | 0.042397% | 0.044052% | $347.25 | $4,167.02 | $274.67 | $3,296.08 | $621.92 | $7,463.10 |
| 1601 | 32B | 528 | 2/1 | $ 199,200 | $ 249,000 | 0.042914% | 0.044589% | $351.49 | $4,217.84 | $278.02 | $3,336.27 | $629.51 | $7,554.11 |
| 1601 | 33B | 528 | 2/1 | $ 201,600 | $ 252,000 | 0.043431% | 0.045126% | $355.72 | $4,268.66 | $281.37 | $3,376.47 | $637.09 | $7,645.13 |
| 1601 | 34B | 528 | 2/1 | $ 204,000 | $ 255,000 | 0.043948% | 0.045663% | $359.96 | $4,319.48 | $284.72 | $3,416.66 | $644.68 | $7,736.14 |
| 1601 | 3C | 747 | 3.5/1 | $ 247,600 | $ 309,500 | 0.053341% | 0.055423% | $436.89 | $5,242.66 | $345.57 | $4,146.89 | $782.46 | $9,389.55 |
| 1601 | 4C | 789 | 3.5/1 | $ 284,000 | $ 355,000 | 0.061182% | 0.063571% | $501.12 | $6,013.39 | $396.38 | $4,756.53 | $897.49 | $10,769.92 |
| 1601 | 5C v | 789 | 3.5/1 | $ 285,200 | $ 356,500 | 0.061441% | 0.063839% | $503.23 | $6,038.80 | $398.05 | $4,776.63 | $901.29 | $10,815.43 |
| 1601 | 6C | 789 | 3.5/1 | $ 286,400 | $ 358,000 | 0.061699% | 0.064108% | $505.35 | $6,064.21 | $399.73 | $4,796.73 | $905.08 | $10,860.93 |
| 1601 | 7C | 789 | 3.5/1 | $ 287,600 | $ 359,500 | 0.061958% | 0.064376% | $507.47 | $6,089.61 | $401.40 | $4,816.83 | $908.87 | $10,906.44 |
| 1601 | 8C | 789 | 3.5/1 | $ 288,800 | $ 361,000 | 0.062216% | 0.064645% | $509.59 | $6,115.02 | $403.08 | $4,836.92 | $912.66 | $10,951.95 |
| 1601 | 9C | 789 | 3.5/1 | $ 290,000 | $ 362,500 | 0.062475% | 0.064914% | $511.70 | $6,140.43 | $404.75 | $4,857.02 | $916.45 | $10,997.45 |
| 1601 | 10C | 789 | 3.5/1 | $ 291,600 | $ 364,500 | 0.062819% | 0.065272% | $514.53 | $6,174.31 | $406.98 | $4,883.82 | $921.51 | $11,058.13 |
| 1601 | 11C | 789 | 3.5/1 | $ 293,200 | $ 366,500 | 0.063164% | 0.065630% | $517.35 | $6,208.19 | $409.22 | $4,910.62 | $926.57 | $11,118.80 |
| 1601 | 12C | 789 | 3.5/1 | $ 294,800 | $ 368,500 | 0.063509% | 0.065988% | $520.17 | $6,242.07 | $411.45 | $4,937.41 | $931.62 | $11,179.48 |
| 1601 | 13C | 789 | 3.5/1 | $ 296,400 | $ 370,500 | 0.063854% | 0.066346% | $523.00 | $6,275.94 | $413.68 | $4,964.21 | $936.68 | $11,240.16 |
| 1601 | 14C | 789 | 3.5/1 | $ 298,000 | $ 372,500 | 0.064198% | 0.066704% | $525.82 | $6,309.82 | $415.92 | $4,991.01 | $941.74 | $11,300.83 |
| 1601 | 15C | 789 | 3.5/1 | $ 299,600 | $ 374,500 | 0.064543% | 0.067063% | $528.64 | $6,343.70 | $418.15 | $5,017.81 | $946.79 | $11,361.51 |
| 1601 | 16C | 789 | 3.5/1 | $ 301,200 | $ 376,500 | 0.064888% | 0.067421% | $531.46 | $6,377.58 | $420.38 | $5,044.60 | $951.85 | $11,422.18 |
| 1601 | 17C | 789 | 3.5/1 | $ 302,800 | $ 378,500 | 0.065232% | 0.067779% | $534.29 | $6,411.46 | $422.62 | $5,071.40 | $956.90 | $11,482.86 |
| 1601 | 18C | 789 | 3.5/1 | $ 304,400 | $ 380,500 | 0.065577% | 0.068137% | $537.11 | $6,445.34 | $424.85 | $5,098.20 | $961.96 | $11,543.53 |
| 1601 | 19C | 813 | 3.5/1 | $ 315,600 | $ 394,500 | 0.067990% | 0.070644% | $556.87 | $6,682.48 | $440.48 | $5,285.78 | $997.36 | $11,968.26 |
| 1601 | 20C | 813 | 3.5/1 | $ 317,600 | $ 397,000 | 0.068421% | 0.071092% | $560.40 | $6,724.83 | $443.27 | $5,319.28 | $1,003.68 | $12,044.11 |
| 1601 | 21C | 813 | 3.5/1 | $ 319,600 | $ 399,500 | 0.068852% | 0.071539% | $563.93 | $6,767.18 | $446.06 | $5,352.77 | $1,010.00 | $12,119.95 |
| 1601 | 22C | 813 | 3.5/1 | $ 321,600 | $ 402,000 | 0.069282% | 0.071987% | $567.46 | $6,809.53 | $448.86 | $5,386.27 | $1,016.32 | $12,195.80 |
| 1601 | 23C | 813 | 3.5/1 | $ 323,600 | $ 404,500 | 0.069713% | 0.072435% | $570.99 | $6,851.88 | $451.65 | $5,419.77 | $1,022.64 | $12,271.64 |
| 1601 | 24C | 793 | 3.5/1 | $ 318,000 | $ 397,500 | 0.068507% | 0.071181% | $561.11 | $6,733.30 | $443.83 | $5,325.98 | $1,004.94 | $12,059.28 |
| 1601 | 25C | 793 | 3.5/1 | $ 320,400 | $ 400,500 | 0.069024% | 0.071718% | $565.34 | $6,784.12 | $447.18 | $5,366.17 | $1,012.52 | $12,150.29 |
| 1601 | 26C | 793 | 3.5/1 | $ 322,800 | $ 403,500 | 0.069541% | 0.072256% | $569.58 | $6,834.94 | $450.53 | $5,406.37 | $1,020.11 | $12,241.30 |
| 1601 | 27C | 793 | 3.5/1 | $ 325,200 | $ 406,500 | 0.070058% | 0.072793% | $573.81 | $6,885.75 | $453.88 | $5,446.56 | $1,027.69 | $12,332.32 |
| 1601 | 28C | 793 | 3.5/1 | $ 327,600 | $ 409,500 | 0.070575% | 0.073330% | $578.05 | $6,936.57 | $457.23 | $5,486.76 | $1,035.28 | $12,423.33 |
| 1601 | 29C | 793 | 3.5/1 | $ 330,800 | $ 413,500 | 0.071264% | 0.074046% | $583.69 | $7,004.33 | $461.70 | $5,540.35 | $1,045.39 | $12,544.68 |
| 1601 | 30C | 793 | 3.5/1 | $ 334,000 | $ 417,500 | 0.071954% | 0.074763% | $589.34 | $7,072.08 | $466.16 | $5,593.95 | $1,055.50 | $12,666.03 |
| 1601 | 31C | 793 | 3.5/1 | $ 337,200 | $ 421,500 | 0.072643% | 0.075479% | $594.99 | $7,139.84 | $470.63 | $5,647.54 | $1,065.62 | $12,787.38 |
| 1601 | 32C | 793 | 3.5/1 | $ 340,400 | $ 425,500 | 0.073332% | 0.076195% | $600.63 | $7,207.60 | $475.09 | $5,701.14 | $1,075.73 | $12,908.74 |
| 1601 | 33C | 793 | 3.5/1 | $ 343,600 | $ 429,500 | 0.074022% | 0.076912% | $606.28 | $7,275.35 | $479.56 | $5,754.73 | $1,085.84 | $13,030.09 |
| 1601 | 34C | 793 | 3.5/1 | $ 346,800 | $ 433,500 | 0.074711% | 0.077628% | $611.93 | $7,343.11 | $484.03 | $5,808.33 | $1,095.95 | $13,151.44 |
| 1601 | 3D | 742 | 3.5/1 | $ 246,000 | $ 307,500 | 0.052996% | 0.055065% | $434.07 | $5,208.78 | $343.34 | $4,120.09 | $777.41 | $9,328.87 |
| 1601 | 4D | 790 | 3.5/1 | $ 284,400 | $ 355,500 | 0.061268% | 0.063660% | $501.82 | $6,021.86 | $396.94 | $4,763.23 | $898.76 | $10,785.09 |
| 1601 | 5D | 790 | 3.5/1 | $ 285,600 | $ 357,000 | 0.061527% | 0.063929% | $503.94 | $6,047.27 | $398.61 | $4,783.33 | $902.55 | $10,830.60 |
| 1601 | 6D | 790 | 3.5/1 | $ 286,800 | $ 358,500 | 0.061785% | 0.064197% | $506.06 | $6,072.68 | $400.29 | $4,803.43 | $906.34 | $10,876.10 |
| 1601 | 7D | 790 | 3.5/1 | $ 288,000 | $ 360,000 | 0.062044% | 0.064466% | $508.17 | $6,098.08 | $401.96 | $4,823.52 | $910.13 | $10,921.61 |
| 1601 | 8D | 790 | 3.5/1 | $ 289,200 | $ 361,500 | 0.062302% | 0.064735% | $510.29 | $6,123.49 | $403.64 | $4,843.62 | $913.93 | $10,967.12 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1601 | 9D | 790 | 3.5/1 | $ 290,800 | $ 363,500 | 0.062647% | 0.065093% | $513.11 | $6,157.37 | $405.87 | $4,870.42 | $918.98 | $11,027.79 |
| 1601 | 10D | 790 | 3.5/1 | $ 292,400 | $ 365,500 | 0.062992% | 0.065451% | $515.94 | $6,191.25 | $408.10 | $4,897.22 | $924.04 | $11,088.47 |
| 1601 | 11D | 790 | 3.5/1 | $ 294,000 | $ 367,500 | 0.063337% | 0.065809% | $518.76 | $6,225.13 | $410.33 | $4,924.02 | $929.10 | $11,149.14 |
| 1601 | 12D | 790 | 3.5/1 | $ 295,600 | $ 369,500 | 0.063681% | 0.066167% | $521.58 | $6,259.01 | $412.57 | $4,950.81 | $934.15 | $11,209.82 |
| 1601 | 13D v | 790 | 3.5/1 | $ 297,200 | $ 371,500 | 0.064026% | 0.066525% | $524.41 | $6,292.88 | $414.80 | $4,977.61 | $939.21 | $11,270.49 |
| 1601 | 14D | 790 | 3.5/1 | $ 299,200 | $ 374,000 | 0.064457% | 0.066973% | $527.94 | $6,335.23 | $417.59 | $5,011.11 | $945.53 | $11,346.34 |
| 1601 | 15D | 790 | 3.5/1 | $ 301,200 | $ 376,500 | 0.064888% | 0.067421% | $531.46 | $6,377.58 | $420.38 | $5,044.60 | $951.85 | $11,422.18 |
| 1601 | 16D | 790 | 3.5/1 | $ 303,200 | $ 379,000 | 0.065318% | 0.067868% | $534.99 | $6,419.93 | $423.17 | $5,078.10 | $958.17 | $11,498.03 |
| 1601 | 17D | 790 | 3.5/1 | $ 305,200 | $ 381,500 | 0.065749% | 0.068316% | $538.52 | $6,462.28 | $425.97 | $5,111.60 | $964.49 | $11,573.87 |
| 1601 | 18D | 790 | 3.5/1 | $ 307,200 | $ 384,000 | 0.066180% | 0.068764% | $542.05 | $6,504.62 | $428.76 | $5,145.09 | $970.81 | $11,649.72 |
| 1601 | 19D | 814 | 3.5/1 | $ 318,400 | $ 398,000 | 0.068593% | 0.071271% | $561.81 | $6,741.77 | $444.39 | $5,332.67 | $1,006.20 | $12,074.45 |
| 1601 | 20D | 814 | 3.5/1 | $ 320,400 | $ 400,500 | 0.069024% | 0.071718% | $565.34 | $6,784.12 | $447.18 | $5,366.17 | $1,012.52 | $12,150.29 |
| 1601 | 21D | 814 | 3.5/1 | $ 322,400 | $ 403,000 | 0.069455% | 0.072166% | $568.87 | $6,826.47 | $449.97 | $5,399.67 | $1,018.84 | $12,226.13 |
| 1601 | 22D | 814 | 3.5/1 | $ 324,400 | $ 405,500 | 0.069886% | 0.072614% | $572.40 | $6,868.81 | $452.76 | $5,433.16 | $1,025.16 | $12,301.98 |
| 1601 | 23D | 814 | 3.5/1 | $ 326,400 | $ 408,000 | 0.070316% | 0.073061% | $575.93 | $6,911.16 | $455.56 | $5,466.66 | $1,031.49 | $12,377.82 |
| 1601 | 24D | 794 | 3.5/1 | $ 320,800 | $ 401,000 | 0.069110% | 0.071808% | $566.05 | $6,792.59 | $447.74 | $5,372.87 | $1,013.79 | $12,165.46 |
| 1601 | 25D | 794 | 3.5/1 | $ 323,200 | $ 404,000 | 0.069627% | 0.072345% | $570.28 | $6,843.41 | $451.09 | $5,413.07 | $1,021.37 | $12,256.47 |
| 1601 | 26D | 794 | 3.5/1 | $ 325,600 | $ 407,000 | 0.070144% | 0.072882% | $574.52 | $6,894.22 | $454.44 | $5,453.26 | $1,028.96 | $12,347.49 |
| 1601 | 27D | 794 | 3.5/1 | $ 328,000 | $ 410,000 | 0.070661% | 0.073420% | $578.75 | $6,945.04 | $457.79 | $5,493.46 | $1,036.54 | $12,438.50 |
| 1601 | 28D | 794 | 3.5/1 | $ 330,400 | $ 413,000 | 0.071178% | 0.073957% | $582.99 | $6,995.86 | $461.14 | $5,533.66 | $1,044.13 | $12,529.51 |
| 1601 | 29D | 794 | 3.5/1 | $ 333,600 | $ 417,000 | 0.071868% | 0.074673% | $588.63 | $7,063.61 | $465.60 | $5,587.25 | $1,054.24 | $12,650.86 |
| 1601 | 30D | 794 | 3.5/1 | $ 336,800 | $ 421,000 | 0.072557% | 0.075389% | $594.28 | $7,131.37 | $470.07 | $5,640.84 | $1,064.35 | $12,772.22 |
| 1601 | 31D | 794 | 3.5/1 | $ 340,000 | $ 425,000 | 0.073246% | 0.076106% | $599.93 | $7,199.13 | $474.54 | $5,694.44 | $1,074.46 | $12,893.57 |
| 1601 | 32D | 794 | 3.5/1 | $ 343,200 | $ 429,000 | 0.073936% | 0.076822% | $605.57 | $7,266.88 | $479.00 | $5,748.03 | $1,084.58 | $13,014.92 |
| 1601 | 33D | 794 | 3.5/1 | $ 346,400 | $ 433,000 | 0.074625% | 0.077538% | $611.22 | $7,334.64 | $483.47 | $5,801.63 | $1,094.69 | $13,136.27 |
| 1601 | 34D | 794 | 3.5/1 | $ 349,600 | $ 437,000 | 0.075314% | 0.078255% | $616.87 | $7,402.40 | $487.94 | $5,855.22 | $1,104.80 | $13,257.62 |
| 1601 | 3E | 450 | 2/1 | $ 129,200 | $ 161,500 | 0.027834% | 0.028920% | $227.97 | $2,735.67 | $180.32 | $2,163.89 | $408.30 | $4,899.56 |
| 1601 | 4E | 450 | 2/1 | $ 140,400 | $ 175,500 | 0.030246% | 0.031427% | $247.73 | $2,972.82 | $195.96 | $2,351.47 | $443.69 | $5,324.28 |
| 1601 | 5E | 450 | 2/1 | $ 141,200 | $ 176,500 | 0.030419% | 0.031606% | $249.15 | $2,989.76 | $197.07 | $2,364.87 | $446.22 | $5,354.62 |
| 1601 | 6E | 450 | 2/1 | $ 142,000 | $ 177,500 | 0.030591% | 0.031785% | $250.56 | $3,006.69 | $198.19 | $2,378.27 | $448.75 | $5,384.96 |
| 1601 | 7E | 450 | 2/1 | $ 142,800 | $ 178,500 | 0.030763% | 0.031964% | $251.97 | $3,023.63 | $199.31 | $2,391.66 | $451.27 | $5,415.30 |
| 1601 | 8E | 450 | 2/1 | $ 143,600 | $ 179,500 | 0.030936% | 0.032143% | $253.38 | $3,040.57 | $200.42 | $2,405.06 | $453.80 | $5,445.64 |
| 1601 | 9E | 450 | 2/1 | $ 144,800 | $ 181,000 | 0.031194% | 0.032412% | $255.50 | $3,065.98 | $202.10 | $2,425.16 | $457.60 | $5,491.14 |
| 1601 | 10E | 450 | 2/1 | $ 146,000 | $ 182,500 | 0.031453% | 0.032681% | $257.62 | $3,091.39 | $203.77 | $2,445.26 | $461.39 | $5,536.65 |
| 1601 | 11E | 450 | 2/1 | $ 147,200 | $ 184,000 | 0.031711% | 0.032949% | $259.73 | $3,116.80 | $205.45 | $2,465.36 | $465.18 | $5,582.16 |
| 1601 | 12E | 450 | 2/1 | $ 148,400 | $ 185,500 | 0.031970% | 0.033218% | $261.85 | $3,142.21 | $207.12 | $2,485.46 | $468.97 | $5,627.66 |
| 1601 | 13E | 450 | 2/1 | $ 149,600 | $ 187,000 | 0.032228% | 0.033486% | $263.97 | $3,167.62 | $208.80 | $2,505.55 | $472.76 | $5,673.17 |
| 1601 | 14E | 450 | 2/1 | $ 151,200 | $ 189,000 | 0.032573% | 0.033845% | $266.79 | $3,201.49 | $211.03 | $2,532.35 | $477.82 | $5,733.84 |
| 1601 | 15E v | 450 | 2/1 | $ 152,800 | $ 191,000 | 0.032918% | 0.034203% | $269.61 | $3,235.37 | $213.26 | $2,559.15 | $482.88 | $5,794.52 |
| 1601 | 16E | 450 | 2/1 | $ 154,400 | $ 193,000 | 0.033262% | 0.034561% | $272.44 | $3,269.25 | $215.50 | $2,585.95 | $487.93 | $5,855.20 |
| 1601 | 17E | 450 | 2/1 | $ 156,000 | $ 195,000 | 0.033607% | 0.034919% | $275.26 | $3,303.13 | $217.73 | $2,612.74 | $492.99 | $5,915.87 |
| 1601 | 18E | 450 | 2/1 | $ 157,600 | $ 197,000 | 0.033952% | 0.035277% | $278.08 | $3,337.01 | $219.96 | $2,639.54 | $498.05 | $5,976.55 |
| 1601 | 19E | 450 | 2/1 | $ 159,200 | $ 199,000 | 0.034297% | 0.035635% | $280.91 | $3,370.89 | $222.19 | $2,666.34 | $503.10 | $6,037.22 |
| 1601 | 20E | 450 | 2/1 | $ 160,800 | $ 201,000 | 0.034641% | 0.035994% | $283.73 | $3,404.76 | $224.43 | $2,693.13 | $508.16 | $6,097.90 |
| 1601 | 21E | 450 | 2/1 | $ 162,400 | $ 203,000 | 0.034986% | 0.036352% | $286.55 | $3,438.64 | $226.66 | $2,719.93 | $513.21 | $6,158.57 |
| 1601 | 22E | 450 | 2/1 | $ 164,000 | $ 205,000 | 0.035331% | 0.036710% | $289.38 | $3,472.52 | $228.89 | $2,746.73 | $518.27 | $6,219.25 |
| 1601 | 23E | 450 | 2/1 | $ 165,600 | $ 207,000 | 0.035675% | 0.037068% | $292.20 | $3,506.40 | $231.13 | $2,773.53 | $523.33 | $6,279.93 |
| 1601 | 24E | 450 | 2/1 | $ 167,600 | $ 209,500 | 0.036106% | 0.037516% | $295.73 | $3,548.75 | $233.92 | $2,807.02 | $529.65 | $6,355.77 |
| 1601 | 25E | 450 | 2/1 | $ 169,600 | $ 212,000 | 0.036537% | 0.037963% | $299.26 | $3,591.09 | $236.71 | $2,840.52 | $535.97 | $6,431.61 |
| 1601 | 26E v | 450 | 2/1 | $ 171,600 | $ 214,500 | 0.036968% | 0.038411% | $302.79 | $3,633.44 | $239.50 | $2,874.02 | $542.29 | $6,507.46 |
| 1601 | 27E | 450 | 2/1 | $ 173,600 | $ 217,000 | 0.037399% | 0.038859% | $306.32 | $3,675.79 | $242.29 | $2,907.51 | $548.61 | $6,583.30 |
| 1601 | 28E | 450 | 2/1 | $ 175,600 | $ 219,500 | 0.037830% | 0.039306% | $309.84 | $3,718.14 | $245.08 | $2,941.01 | $554.93 | $6,659.15 |
| 1601 | 29E | 450 | 2/1 | $ 177,600 | $ 222,000 | 0.038260% | 0.039754% | $313.37 | $3,760.49 | $247.88 | $2,974.51 | $561.25 | $6,734.99 |
| 1601 | 30E | 456 | 2/1 | $ 180,000 | $ 225,000 | 0.038777% | 0.040291% | $317.61 | $3,811.30 | $251.23 | $3,014.70 | $568.83 | $6,826.01 |
| 1601 | 31E | 456 | 2/1 | $ 182,400 | $ 228,000 | 0.039294% | 0.040828% | $321.84 | $3,862.12 | $254.57 | $3,054.90 | $576.42 | $6,917.02 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1601 | 32E | 456 | 2/1 | $ 184,800 | $ 231,000 | 0.039812% | 0.041366% | $326.08 | $3,912.94 | $257.92 | $3,095.10 | $584.00 | $7,008.03 |
| 1601 | 33E | 456 | 2/1 | $ 187,200 | $ 234,000 | 0.040329% | 0.041903% | $330.31 | $3,963.75 | $261.27 | $3,135.29 | $591.59 | $7,099.05 |
| 1601 | 34E | 456 | 2/1 | $ 189,600 | $ 237,000 | 0.040846% | 0.042440% | $334.55 | $4,014.57 | $264.62 | $3,175.49 | $599.17 | $7,190.06 |
| 1601 | 3F | 1,115 | 4.5/2 | $ 374,800 | $ 468,500 | 0.080743% | 0.083895% | $661.33 | $7,935.98 | $523.11 | $6,277.28 | $1,184.44 | $14,213.26 |
| 1601 | 4F | 1,157 | 4.5/2 | $ 435,200 | $ 544,000 | 0.093755% | 0.097415% | $767.91 | $9,214.88 | $607.41 | $7,288.88 | $1,375.31 | $16,503.76 |
| 1601 | 5F | 1,157 | 4.5/2 | $ 438,000 | $ 547,500 | 0.094358% | 0.098042% | $772.85 | $9,274.17 | $611.31 | $7,335.78 | $1,384.16 | $16,609.95 |
| 1601 | 6F | 1,157 | 4.5/2 | $ 440,800 | $ 551,000 | 0.094962% | 0.098669% | $777.79 | $9,333.46 | $615.22 | $7,382.67 | $1,393.01 | $16,716.13 |
| 1601 | 7F | 1,157 | 4.5/2 | $ 443,600 | $ 554,500 | 0.095565% | 0.099296% | $782.73 | $9,392.74 | $619.13 | $7,429.57 | $1,401.86 | $16,822.31 |
| 1601 | 8F | 1,157 | 4.5/2 | $ 446,400 | $ 558,000 | 0.096168% | 0.099922% | $787.67 | $9,452.03 | $623.04 | $7,476.46 | $1,410.71 | $16,928.49 |
| 1601 | 9F | 1,157 | 4.5/2 | $ 450,000 | $ 562,500 | 0.096944% | 0.100728% | $794.02 | $9,528.26 | $628.06 | $7,536.76 | $1,422.08 | $17,065.01 |
| 1601 | 10F | 1,157 | 4.5/2 | $ 453,600 | $ 567,000 | 0.097719% | 0.101534% | $800.37 | $9,604.48 | $633.09 | $7,597.05 | $1,433.46 | $17,201.53 |
| 1601 | 11F | 1,157 | 4.5/2 | $ 457,200 | $ 571,500 | 0.098495% | 0.102340% | $806.73 | $9,680.71 | $638.11 | $7,657.35 | $1,444.84 | $17,338.05 |
| 1601 | 12F | 1,157 | 4.5/2 | $ 460,800 | $ 576,000 | 0.099270% | 0.103146% | $813.08 | $9,756.93 | $643.14 | $7,717.64 | $1,456.21 | $17,474.57 |
| 1601 | 13F | 1,157 | 4.5/2 | $ 464,400 | $ 580,500 | 0.100046% | 0.103951% | $819.43 | $9,833.16 | $648.16 | $7,777.93 | $1,467.59 | $17,611.09 |
| 1601 | 14F | 1,157 | 4.5/2 | $ 468,000 | $ 585,000 | 0.100821% | 0.104757% | $825.78 | $9,909.39 | $653.19 | $7,838.23 | $1,478.97 | $17,747.61 |
| 1601 | 15F | 1,157 | 4.5/2 | $ 471,600 | $ 589,500 | 0.101597% | 0.105563% | $832.13 | $9,985.61 | $658.21 | $7,898.52 | $1,490.34 | $17,884.13 |
| 1601 | 16F | 1,157 | 4.5/2 | $ 475,200 | $ 594,000 | 0.102372% | 0.106369% | $838.49 | $10,061.84 | $663.23 | $7,958.82 | $1,501.72 | $18,020.66 |
| 1601 | 17F | 1,181 | 4.5/2 | $ 490,000 | $ 612,500 | 0.105561% | 0.109682% | $864.60 | $10,375.21 | $683.89 | $8,206.69 | $1,548.49 | $18,581.90 |
| 1601 | 18F | 1,181 | 4.5/2 | $ 494,800 | $ 618,500 | 0.106595% | 0.110756% | $873.07 | $10,476.85 | $690.59 | $8,287.08 | $1,563.66 | $18,763.93 |
| 1601 | 19F | 1,181 | 4.5/2 | $ 499,600 | $ 624,500 | 0.107629% | 0.111831% | $881.54 | $10,578.48 | $697.29 | $8,367.48 | $1,578.83 | $18,945.96 |
| 1601 | 20F | 1,181 | 4.5/2 | $ 504,400 | $ 630,500 | 0.108663% | 0.112905% | $890.01 | $10,680.12 | $703.99 | $8,447.87 | $1,594.00 | $19,127.98 |
| 1601 | 21F | 1,181 | 4.5/2 | $ 509,200 | $ 636,500 | 0.109697% | 0.113979% | $898.48 | $10,781.75 | $710.69 | $8,528.26 | $1,609.17 | $19,310.01 |
| 1601 | 22F | 1,161 | 4.5/2 | $ 506,400 | $ 633,000 | 0.109094% | 0.113353% | $893.54 | $10,722.46 | $706.78 | $8,481.36 | $1,600.32 | $19,203.83 |
| 1601 | 23F | 1,161 | 4.5/2 | $ 512,400 | $ 640,500 | 0.110386% | 0.114696% | $904.13 | $10,849.51 | $715.15 | $8,581.85 | $1,619.28 | $19,431.36 |
| 1601 | 24F | 1,161 | 4.5/2 | $ 518,400 | $ 648,000 | 0.111679% | 0.116039% | $914.71 | $10,976.55 | $723.53 | $8,682.34 | $1,638.24 | $19,658.90 |
| 1601 | 25F | 1,161 | 4.5/2 | $ 524,400 | $ 655,500 | 0.112972% | 0.117382% | $925.30 | $11,103.59 | $731.90 | $8,782.84 | $1,657.20 | $19,886.43 |
| 1601 | 26F | 1,161 | 4.5/2 | $ 532,400 | $ 665,500 | 0.114695% | 0.119173% | $939.42 | $11,272.99 | $743.07 | $8,916.82 | $1,682.48 | $20,189.81 |
| 1601 | 27F | 1,161 | 4.5/2 | $ 540,400 | $ 675,500 | 0.116419% | 0.120963% | $953.53 | $11,442.38 | $754.23 | $9,050.81 | $1,707.77 | $20,493.19 |
| 1601 | 28F | 1,161 | 4.5/2 | $ 548,400 | $ 685,500 | 0.118142% | 0.122754% | $967.65 | $11,611.77 | $765.40 | $9,184.80 | $1,733.05 | $20,796.56 |
| 1601 | 29F | 1,161 | 4.5/2 | $ 556,400 | $ 695,500 | 0.119865% | 0.124545% | $981.76 | $11,781.16 | $776.57 | $9,318.78 | $1,758.33 | $21,099.94 |
| 1601 | 3G | 835 | 3.5/1 | $ 220,400 | $ 275,500 | 0.047481% | 0.049334% | $388.89 | $4,666.73 | $307.61 | $3,691.34 | $696.51 | $8,358.06 |
| 1601 | 4G | 835 | 3.5/1 | $ 277,200 | $ 346,500 | 0.059717% | 0.062049% | $489.12 | $5,869.41 | $386.89 | $4,642.64 | $876.00 | $10,512.05 |
| 1601 | 5G | 835 | 3.5/1 | $ 278,800 | $ 348,500 | 0.060062% | 0.062407% | $491.94 | $5,903.28 | $389.12 | $4,669.44 | $881.06 | $10,572.72 |
| 1601 | 6G | 835 | 3.5/1 | $ 280,400 | $ 350,500 | 0.060407% | 0.062765% | $494.76 | $5,937.16 | $391.35 | $4,696.24 | $886.12 | $10,633.40 |
| 1601 | 7G | 835 | 3.5/1 | $ 282,000 | $ 352,500 | 0.060751% | 0.063123% | $497.59 | $5,971.04 | $393.59 | $4,723.03 | $891.17 | $10,694.08 |
| 1601 | 8G | 835 | 3.5/1 | $ 283,600 | $ 354,500 | 0.061096% | 0.063481% | $500.41 | $6,004.92 | $395.82 | $4,749.83 | $896.23 | $10,754.75 |
| 1601 | 9G | 835 | 3.5/1 | $ 285,200 | $ 356,500 | 0.061441% | 0.063839% | $503.23 | $6,038.80 | $398.05 | $4,776.63 | $901.29 | $10,815.43 |
| 1601 | 10G | 835 | 3.5/1 | $ 286,800 | $ 358,500 | 0.061785% | 0.064197% | $506.06 | $6,072.68 | $400.29 | $4,803.43 | $906.34 | $10,876.10 |
| 1601 | 11G | 835 | 3.5/1 | $ 288,400 | $ 360,500 | 0.062130% | 0.064556% | $508.88 | $6,106.55 | $402.52 | $4,830.22 | $911.40 | $10,936.78 |
| 1601 | 12G v | 835 | 3.5/1 | $ 290,400 | $ 363,000 | 0.062561% | 0.065003% | $512.41 | $6,148.90 | $405.31 | $4,863.72 | $917.72 | $11,012.62 |
| 1601 | 13G | 835 | 3.5/1 | $ 292,400 | $ 365,500 | 0.062992% | 0.065451% | $515.94 | $6,191.25 | $408.10 | $4,897.22 | $924.04 | $11,088.47 |
| 1601 | 14G | 835 | 3.5/1 | $ 294,400 | $ 368,000 | 0.063423% | 0.065899% | $519.47 | $6,233.60 | $410.89 | $4,930.71 | $930.36 | $11,164.31 |
| 1601 | 15G | 835 | 3.5/1 | $ 296,400 | $ 370,500 | 0.063854% | 0.066346% | $523.00 | $6,275.94 | $413.68 | $4,964.21 | $936.68 | $11,240.16 |
| 1601 | 16G | 835 | 3.5/1 | $ 298,400 | $ 373,000 | 0.064284% | 0.066794% | $526.52 | $6,318.29 | $416.48 | $4,997.71 | $943.00 | $11,316.00 |
| 1601 | 17G | 835 | 3.5/1 | $ 300,400 | $ 375,500 | 0.064715% | 0.067242% | $530.05 | $6,360.64 | $419.27 | $5,031.20 | $949.32 | $11,391.85 |
| 1601 | 18G | 835 | 3.5/1 | $ 302,400 | $ 378,000 | 0.065146% | 0.067689% | $533.58 | $6,402.99 | $422.06 | $5,064.70 | $955.64 | $11,467.69 |
| 1601 | 19G | 835 | 3.5/1 | $ 304,400 | $ 380,500 | 0.065577% | 0.068137% | $537.11 | $6,445.34 | $424.85 | $5,098.20 | $961.96 | $11,543.53 |
| 1601 | 20G | 835 | 3.5/1 | $ 306,400 | $ 383,000 | 0.066008% | 0.068585% | $540.64 | $6,487.68 | $427.64 | $5,131.69 | $968.28 | $11,619.38 |
| 1601 | 21G | 835 | 3.5/1 | $ 308,800 | $ 386,000 | 0.066525% | 0.069122% | $544.88 | $6,538.50 | $430.99 | $5,171.89 | $975.87 | $11,710.39 |
| 1601 | 22G | 835 | 3.5/1 | $ 311,200 | $ 389,000 | 0.067042% | 0.069659% | $549.11 | $6,589.32 | $434.34 | $5,212.09 | $983.45 | $11,801.41 |
| 1601 | 23G | 835 | 3.5/1 | $ 313,600 | $ 392,000 | 0.067559% | 0.070196% | $553.34 | $6,640.14 | $437.69 | $5,252.28 | $991.03 | $11,892.42 |
| 1601 | 24G | 835 | 3.5/1 | $ 316,000 | $ 395,000 | 0.068076% | 0.070734% | $557.58 | $6,690.95 | $441.04 | $5,292.48 | $998.62 | $11,983.43 |
| 1601 | 25G | 835 | 3.5/1 | $ 318,400 | $ 398,000 | 0.068593% | 0.071271% | $561.81 | $6,741.77 | $444.39 | $5,332.67 | $1,006.20 | $12,074.45 |
| 1601 | 26G | 835 | 3.5/1 | $ 320,800 | $ 401,000 | 0.069110% | 0.071808% | $566.05 | $6,792.59 | $447.74 | $5,372.87 | $1,013.79 | $12,165.46 |
| 1601 | 27G | 835 | 3.5/1 | $ 323,200 | $ 404,000 | 0.069627% | 0.072345% | $570.28 | $6,843.41 | $451.09 | $5,413.07 | $1,021.37 | $12,256.47 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1601 | 28G | 835 | 3.5/1 | $ 325,600 | $ 407,000 | 0.070144% | 0.072882% | $574.52 | $6,894.22 | $454.44 | $5,453.26 | $1,028.96 | $12,347.49 |
| 1601 | 29G | 835 | 3.5/1 | $ 328,000 | $ 410,000 | 0.070661% | 0.073420% | $578.75 | $6,945.04 | $457.79 | $5,493.46 | $1,036.54 | $12,438.50 |
| 1601 | 4H | 1,158 | 4.5/2 | $ 416,800 | $ 521,000 | 0.089791% | 0.093297% | $735.44 | $8,825.28 | $581.73 | $6,980.71 | $1,317.17 | $15,806.00 |
| 1601 | 5H | 1,158 | 4.5/2 | $ 419,200 | $ 524,000 | 0.090308% | 0.093834% | $739.68 | $8,876.10 | $585.08 | $7,020.91 | $1,324.75 | $15,897.01 |
| 1601 | 6H | 1,158 | 4.5/2 | $ 421,600 | $ 527,000 | 0.090825% | 0.094371% | $743.91 | $8,926.92 | $588.43 | $7,061.10 | $1,332.34 | $15,988.02 |
| 1601 | 7H | 1,158 | 4.5/2 | $ 424,000 | $ 530,000 | 0.091342% | 0.094908% | $748.14 | $8,977.73 | $591.78 | $7,101.30 | $1,339.92 | $16,079.04 |
| 1601 | 8H | 1,158 | 4.5/2 | $ 426,400 | $ 533,000 | 0.091859% | 0.095445% | $752.38 | $9,028.55 | $595.12 | $7,141.50 | $1,347.50 | $16,170.05 |
| 1601 | 9H | 1,158 | 4.5/2 | $ 429,200 | $ 536,500 | 0.092463% | 0.096072% | $757.32 | $9,087.84 | $599.03 | $7,188.39 | $1,356.35 | $16,276.23 |
| 1601 | 10H | 1,158 | 4.5/2 | $ 432,000 | $ 540,000 | 0.093066% | 0.096699% | $762.26 | $9,147.13 | $602.94 | $7,235.29 | $1,365.20 | $16,382.41 |
| 1601 | 11H | 1,158 | 4.5/2 | $ 434,800 | $ 543,500 | 0.093669% | 0.097326% | $767.20 | $9,206.41 | $606.85 | $7,282.18 | $1,374.05 | $16,488.60 |
| 1601 | 12H | 1,158 | 4.5/2 | $ 437,600 | $ 547,000 | 0.094272% | 0.097952% | $772.14 | $9,265.70 | $610.76 | $7,329.08 | $1,382.90 | $16,594.78 |
| 1601 | 13H | 1,158 | 4.5/2 | $ 440,400 | $ 550,500 | 0.094876% | 0.098579% | $777.08 | $9,324.99 | $614.66 | $7,375.97 | $1,391.75 | $16,700.96 |
| 1601 | 14H | 1,158 | 4.5/2 | $ 443,600 | $ 554,500 | 0.095565% | 0.099296% | $782.73 | $9,392.74 | $619.13 | $7,429.57 | $1,401.86 | $16,822.31 |
| 1601 | 15H | 1,158 | 4.5/2 | $ 446,800 | $ 558,500 | 0.096254% | 0.100012% | $788.37 | $9,460.50 | $623.60 | $7,483.16 | $1,411.97 | $16,943.66 |
| 1601 | 16H | 1,158 | 4.5/2 | $ 450,000 | $ 562,500 | 0.096944% | 0.100728% | $794.02 | $9,528.26 | $628.06 | $7,536.76 | $1,422.08 | $17,065.01 |
| 1601 | 17H | 1,182 | 4.5/2 | $ 462,800 | $ 578,500 | 0.099701% | 0.103593% | $816.61 | $9,799.28 | $645.93 | $7,751.14 | $1,462.53 | $17,550.42 |
| 1601 | 18H | 1,182 | 4.5/2 | $ 466,400 | $ 583,000 | 0.100477% | 0.104399% | $822.96 | $9,875.51 | $650.95 | $7,811.43 | $1,473.91 | $17,686.94 |
| 1601 | 19H | 1,182 | 4.5/2 | $ 470,000 | $ 587,500 | 0.101252% | 0.105205% | $829.31 | $9,951.73 | $655.98 | $7,871.72 | $1,485.29 | $17,823.46 |
| 1601 | 20H | 1,182 | 4.5/2 | $ 473,600 | $ 592,000 | 0.102028% | 0.106011% | $835.66 | $10,027.96 | $661.00 | $7,932.02 | $1,496.66 | $17,959.98 |
| 1601 | 21H | 1,182 | 4.5/2 | $ 477,200 | $ 596,500 | 0.102803% | 0.106817% | $842.02 | $10,104.19 | $666.03 | $7,992.31 | $1,508.04 | $18,096.50 |
| 1601 | 22H | 1,162 | 4.5/2 | $ 473,200 | $ 591,500 | 0.101942% | 0.105921% | $834.96 | $10,019.49 | $660.44 | $7,925.32 | $1,495.40 | $17,944.81 |
| 1601 | 23H | 1,162 | 4.5/2 | $ 477,200 | $ 596,500 | 0.102803% | 0.106817% | $842.02 | $10,104.19 | $666.03 | $7,992.31 | $1,508.04 | $18,096.50 |
| 1601 | 24H | 1,162 | 4.5/2 | $ 481,200 | $ 601,500 | 0.103665% | 0.107712% | $849.07 | $10,188.88 | $671.61 | $8,059.31 | $1,520.68 | $18,248.19 |
| 1601 | 25H | 1,162 | 4.5/2 | $ 485,200 | $ 606,500 | 0.104527% | 0.108607% | $856.13 | $10,273.58 | $677.19 | $8,126.30 | $1,533.32 | $18,399.88 |
| 1601 | 26H | 1,162 | 4.5/2 | $ 490,000 | $ 612,500 | 0.105561% | 0.109682% | $864.60 | $10,375.21 | $683.89 | $8,206.69 | $1,548.49 | $18,581.90 |
| 1601 | 27H | 1,162 | 4.5/2 | $ 494,800 | $ 618,500 | 0.106595% | 0.110756% | $873.07 | $10,476.85 | $690.59 | $8,287.08 | $1,563.66 | $18,763.93 |
| 1601 | 28H | 1,162 | 4.5/2 | $ 499,600 | $ 624,500 | 0.107629% | 0.111831% | $881.54 | $10,578.48 | $697.29 | $8,367.48 | $1,578.83 | $18,945.96 |
| 1601 | 29H | 1,162 | 4.5/2 | $ 504,400 | $ 630,500 | 0.108663% | 0.112905% | $890.01 | $10,680.12 | $703.99 | $8,447.87 | $1,594.00 | $19,127.98 |
| 1601 | 3J | 833 | 3.5/1 | $ 239,200 | $ 299,000 | 0.051531% | 0.053543% | $422.07 | $5,064.80 | $333.85 | $4,006.21 | $755.92 | $9,071.00 |
| 1601 | 4J | 833 | 3.5/1 | $ 283,200 | $ 354,000 | 0.061010% | 0.063392% | $499.70 | $5,996.45 | $395.26 | $4,743.13 | $894.97 | $10,739.58 |
| 1601 | 5J | 833 | 3.5/1 | $ 284,800 | $ 356,000 | 0.061355% | 0.063750% | $502.53 | $6,030.33 | $397.49 | $4,769.93 | $900.02 | $10,800.26 |
| 1601 | 6J | 833 | 3.5/1 | $ 286,400 | $ 358,000 | 0.061699% | 0.064108% | $505.35 | $6,064.21 | $399.73 | $4,796.73 | $905.08 | $10,860.93 |
| 1601 | 7J | 833 | 3.5/1 | $ 288,000 | $ 360,000 | 0.062044% | 0.064466% | $508.17 | $6,098.08 | $401.96 | $4,823.52 | $910.13 | $10,921.61 |
| 1601 | 8J | 833 | 3.5/1 | $ 289,600 | $ 362,000 | 0.062389% | 0.064824% | $511.00 | $6,131.96 | $404.19 | $4,850.32 | $915.19 | $10,982.28 |
| 1601 | 9J | 833 | 3.5/1 | $ 291,200 | $ 364,000 | 0.062733% | 0.065182% | $513.82 | $6,165.84 | $406.43 | $4,877.12 | $920.25 | $11,042.96 |
| 1601 | 10J | 833 | 3.5/1 | $ 292,800 | $ 366,000 | 0.063078% | 0.065540% | $516.64 | $6,199.72 | $408.66 | $4,903.92 | $925.30 | $11,103.64 |
| 1601 | 11J | 833 | 3.5/1 | $ 294,400 | $ 368,000 | 0.063423% | 0.065899% | $519.47 | $6,233.60 | $410.89 | $4,930.71 | $930.36 | $11,164.31 |
| 1601 | 12J | 833 | 3.5/1 | $ 296,400 | $ 370,500 | 0.063854% | 0.066346% | $523.00 | $6,275.94 | $413.68 | $4,964.21 | $936.68 | $11,240.16 |
| 1601 | 13J | 833 | 3.5/1 | $ 298,400 | $ 373,000 | 0.064284% | 0.066794% | $526.52 | $6,318.29 | $416.48 | $4,997.71 | $943.00 | $11,316.00 |
| 1601 | 14J v | 833 | 3.5/1 | $ 300,400 | $ 375,500 | 0.064715% | 0.067242% | $530.05 | $6,360.64 | $419.27 | $5,031.20 | $949.32 | $11,391.85 |
| 1601 | 15J | 833 | 3.5/1 | $ 302,400 | $ 378,000 | 0.065146% | 0.067689% | $533.58 | $6,402.99 | $422.06 | $5,064.70 | $955.64 | $11,467.69 |
| 1601 | 16J | 833 | 3.5/1 | $ 304,400 | $ 380,500 | 0.065577% | 0.068137% | $537.11 | $6,445.34 | $424.85 | $5,098.20 | $961.96 | $11,543.53 |
| 1601 | 17J | 833 | 3.5/1 | $ 306,400 | $ 383,000 | 0.066008% | 0.068585% | $540.64 | $6,487.68 | $427.64 | $5,131.69 | $968.28 | $11,619.38 |
| 1601 | 18J | 833 | 3.5/1 | $ 308,400 | $ 385,500 | 0.066439% | 0.069032% | $544.17 | $6,530.03 | $430.43 | $5,165.19 | $974.60 | $11,695.22 |
| 1601 | 19J | 833 | 3.5/1 | $ 310,400 | $ 388,000 | 0.066870% | 0.069480% | $547.70 | $6,572.38 | $433.22 | $5,198.69 | $980.92 | $11,771.07 |
| 1601 | 20J | 833 | 3.5/1 | $ 312,400 | $ 390,500 | 0.067300% | 0.069928% | $551.23 | $6,614.73 | $436.02 | $5,232.18 | $987.24 | $11,846.91 |
| 1601 | 21J | 833 | 3.5/1 | $ 314,800 | $ 393,500 | 0.067817% | 0.070465% | $555.46 | $6,665.54 | $439.37 | $5,272.38 | $994.83 | $11,937.93 |
| 1601 | 22J | 833 | 3.5/1 | $ 317,200 | $ 396,500 | 0.068334% | 0.071002% | $559.70 | $6,716.36 | $442.71 | $5,312.58 | $1,002.41 | $12,028.94 |
| 1601 | 23J | 833 | 3.5/1 | $ 319,600 | $ 399,500 | 0.068852% | 0.071539% | $563.93 | $6,767.18 | $446.06 | $5,352.77 | $1,010.00 | $12,119.95 |
| 1601 | 24J | 833 | 3.5/1 | $ 322,000 | $ 402,500 | 0.069369% | 0.072077% | $568.17 | $6,818.00 | $449.41 | $5,392.97 | $1,017.58 | $12,210.97 |
| 1601 | 25J | 833 | 3.5/1 | $ 324,400 | $ 405,500 | 0.069886% | 0.072614% | $572.40 | $6,868.81 | $452.76 | $5,433.16 | $1,025.16 | $12,301.98 |
| 1601 | 26J | 833 | 3.5/1 | $ 327,600 | $ 409,500 | 0.070575% | 0.073330% | $578.05 | $6,936.57 | $457.23 | $5,486.76 | $1,035.28 | $12,423.33 |
| 1601 | 27J | 833 | 3.5/1 | $ 330,800 | $ 413,500 | 0.071264% | 0.074046% | $583.69 | $7,004.33 | $461.70 | $5,540.35 | $1,045.39 | $12,544.68 |
| 1601 | 28J | 833 | 3.5/1 | $ 334,000 | $ 417,500 | 0.071954% | 0.074763% | $589.34 | $7,072.08 | $466.16 | $5,593.95 | $1,055.50 | $12,666.03 |
| 1601 | 29J | 833 | 3.5/1 | $ 337,200 | $ 421,500 | 0.072643% | 0.075479% | $594.99 | $7,139.84 | $470.63 | $5,647.54 | $1,065.62 | $12,787.38 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1601 | 30J | 833 | 3.5/1 | $ 340,400 | $ 425,500 | 0.073332% | 0.076195% | $600.63 | $7,207.60 | $475.09 | $5,701.14 | $1,075.73 | $12,908.74 |
| 1601 | 31J | 833 | 3.5/1 | $ 343,600 | $ 429,500 | 0.074022% | 0.076912% | $606.28 | $7,275.35 | $479.56 | $5,754.73 | $1,085.84 | $13,030.09 |
| 1601 | 32J | 833 | 3.5/1 | $ 346,800 | $ 433,500 | 0.074711% | 0.077628% | $611.93 | $7,343.11 | $484.03 | $5,808.33 | $1,095.95 | $13,151.44 |
| 1601 | 33J | 833 | 3.5/1 | $ 350,000 | $ 437,500 | 0.075401% | 0.078344% | $617.57 | $7,410.87 | $488.49 | $5,861.92 | $1,106.07 | $13,272.79 |
| 1601 | 34J | 833 | 3.5/1 | $ 353,200 | $ 441,500 | 0.076090% | 0.079060% | $623.22 | $7,478.62 | $492.96 | $5,915.52 | $1,116.18 | $13,394.14 |
| 1601 | 3K | 1,113 | 4.5/2 | $ 384,800 | $ 481,000 | 0.082898% | 0.086134% | $678.98 | $8,147.72 | $537.06 | $6,444.77 | $1,216.04 | $14,592.48 |
| 1601 | 4K | 1,155 | 4.5/2 | $ 434,400 | $ 543,000 | 0.093583% | 0.097236% | $766.50 | $9,197.94 | $606.29 | $7,275.48 | $1,372.79 | $16,473.43 |
| 1601 | 5K | 1,155 | 4.5/2 | $ 436,800 | $ 546,000 | 0.094100% | 0.097773% | $770.73 | $9,248.76 | $609.64 | $7,315.68 | $1,380.37 | $16,564.44 |
| 1601 | 6K | 1,155 | 4.5/2 | $ 439,200 | $ 549,000 | 0.094617% | 0.098311% | $774.96 | $9,299.58 | $612.99 | $7,355.88 | $1,387.95 | $16,655.45 |
| 1601 | 7K | 1,155 | 4.5/2 | $ 441,600 | $ 552,000 | 0.095134% | 0.098848% | $779.20 | $9,350.40 | $616.34 | $7,396.07 | $1,395.54 | $16,746.47 |
| 1601 | 8K | 1,155 | 4.5/2 | $ 444,000 | $ 555,000 | 0.095651% | 0.099385% | $783.43 | $9,401.21 | $619.69 | $7,436.27 | $1,403.12 | $16,837.48 |
| 1601 | 9K | 1,155 | 4.5/2 | $ 446,800 | $ 558,500 | 0.096254% | 0.100012% | $788.37 | $9,460.50 | $623.60 | $7,483.16 | $1,411.97 | $16,943.66 |
| 1601 | 10K | 1,155 | 4.5/2 | $ 449,600 | $ 562,000 | 0.096857% | 0.100639% | $793.32 | $9,519.79 | $627.50 | $7,530.06 | $1,420.82 | $17,049.85 |
| 1601 | 11K | 1,155 | 4.5/2 | $ 452,400 | $ 565,500 | 0.097461% | 0.101265% | $798.26 | $9,579.07 | $631.41 | $7,576.95 | $1,429.67 | $17,156.03 |
| 1601 | 12K | 1,155 | 4.5/2 | $ 455,200 | $ 569,000 | 0.098064% | 0.101892% | $803.20 | $9,638.36 | $635.32 | $7,623.85 | $1,438.52 | $17,262.21 |
| 1601 | 13K | 1,155 | 4.5/2 | $ 458,000 | $ 572,500 | 0.098667% | 0.102519% | $808.14 | $9,697.65 | $639.23 | $7,670.74 | $1,447.37 | $17,368.39 |
| 1601 | 14K | 1,155 | 4.5/2 | $ 461,200 | $ 576,500 | 0.099356% | 0.103235% | $813.78 | $9,765.40 | $643.69 | $7,724.34 | $1,457.48 | $17,489.74 |
| 1601 | 15K | 1,155 | 4.5/2 | $ 464,400 | $ 580,500 | 0.100046% | 0.103951% | $819.43 | $9,833.16 | $648.16 | $7,777.93 | $1,467.59 | $17,611.09 |
| 1601 | 16K | 1,155 | 4.5/2 | $ 467,600 | $ 584,500 | 0.100735% | 0.104668% | $825.08 | $9,900.92 | $652.63 | $7,831.53 | $1,477.70 | $17,732.45 |
| 1601 | 17K | 1,155 | 4.5/2 | $ 470,800 | $ 588,500 | 0.101425% | 0.105384% | $830.72 | $9,968.67 | $657.09 | $7,885.12 | $1,487.82 | $17,853.80 |
| 1601 | 18K | 1,155 | 4.5/2 | $ 474,000 | $ 592,500 | 0.102114% | 0.106100% | $836.37 | $10,036.43 | $661.56 | $7,938.72 | $1,497.93 | $17,975.15 |
| 1601 | 19K | 1,179 | 4.5/2 | $ 479,200 | $ 599,000 | 0.103234% | 0.107264% | $845.54 | $10,146.53 | $668.82 | $8,025.81 | $1,514.36 | $18,172.34 |
| 1601 | 20K | 1,179 | 4.5/2 | $ 484,000 | $ 605,000 | 0.104268% | 0.108339% | $854.01 | $10,248.17 | $675.52 | $8,106.20 | $1,529.53 | $18,354.37 |
| 1601 | 21K | 1,179 | 4.5/2 | $ 488,800 | $ 611,000 | 0.105302% | 0.109413% | $862.48 | $10,349.80 | $682.22 | $8,186.59 | $1,544.70 | $18,536.40 |
| 1601 | 22K | 1,179 | 4.5/2 | $ 493,600 | $ 617,000 | 0.106336% | 0.110488% | $870.95 | $10,451.44 | $688.92 | $8,266.99 | $1,559.87 | $18,718.42 |
| 1601 | 23K | 1,179 | 4.5/2 | $ 498,400 | $ 623,000 | 0.107370% | 0.111562% | $879.42 | $10,553.07 | $695.61 | $8,347.38 | $1,575.04 | $18,900.45 |
| 1601 | 24K | 1,159 | 4.5/2 | $ 496,400 | $ 620,500 | 0.106940% | 0.111114% | $875.89 | $10,510.73 | $692.82 | $8,313.88 | $1,568.72 | $18,824.61 |
| 1601 | 25K | 1,159 | 4.5/2 | $ 502,800 | $ 628,500 | 0.108318% | 0.112547% | $887.19 | $10,646.24 | $701.76 | $8,421.07 | $1,588.94 | $19,067.31 |
| 1601 | 26K | 1,159 | 4.5/2 | $ 509,200 | $ 636,500 | 0.109697% | 0.113979% | $898.48 | $10,781.75 | $710.69 | $8,528.26 | $1,609.17 | $19,310.01 |
| 1601 | 27K | 1,159 | 4.5/2 | $ 515,600 | $ 644,500 | 0.111076% | 0.115412% | $909.77 | $10,917.26 | $719.62 | $8,635.45 | $1,629.39 | $19,552.71 |
| 1601 | 28K | 1,159 | 4.5/2 | $ 522,000 | $ 652,500 | 0.112455% | 0.116845% | $921.06 | $11,052.78 | $728.55 | $8,742.64 | $1,649.62 | $19,795.42 |
| 1601 | 29K | 1,159 | 4.5/2 | $ 528,400 | $ 660,500 | 0.113833% | 0.118277% | $932.36 | $11,188.29 | $737.49 | $8,849.83 | $1,669.84 | $20,038.12 |
| 1601 | 30K | 1,159 | 4.5/2 | $ 538,000 | $ 672,500 | 0.115902% | 0.120426% | $949.30 | $11,391.56 | $750.88 | $9,010.61 | $1,700.18 | $20,402.17 |
| 1601 | 31K | 1,159 | 4.5/2 | $ 547,600 | $ 684,500 | 0.117970% | 0.122575% | $966.24 | $11,594.83 | $764.28 | $9,171.40 | $1,730.52 | $20,766.23 |
| 1601 | 32K | 1,159 | 4.5/2 | $ 557,200 | $ 696,500 | 0.120038% | 0.124724% | $983.17 | $11,798.10 | $777.68 | $9,332.18 | $1,760.86 | $21,130.28 |
| 1601 | 33K | 1,159 | 4.5/2 | $ 566,800 | $ 708,500 | 0.122106% | 0.126873% | $1,000.11 | $12,001.37 | $791.08 | $9,492.97 | $1,791.19 | $21,494.33 |
| 1601 | 34K | 1,159 | 4.5/2 | $ 576,400 | $ 720,500 | 0.124174% | 0.129022% | $1,017.05 | $12,204.64 | $804.48 | $9,653.75 | $1,821.53 | $21,858.39 |
| 1619 | 1A | 1,325 | 5.5/2 | $ 496,800 | $ 621,000 | 0.107026% | 0.111204% | $876.60 | $10,519.20 | $693.38 | $8,320.58 | $1,569.98 | $18,839.78 |
| 1619 | 2A | 1,367 | 5.5/2 | $ 516,800 | $ 646,000 | 0.111334% | 0.115681% | $911.89 | $10,942.67 | $721.30 | $8,655.55 | $1,633.19 | $19,598.22 |
| 1619 | 3A | 1,367 | 5.5/2 | $ 482,000 | $ 602,500 | 0.103837% | 0.107891% | $850.49 | $10,205.82 | $672.73 | $8,072.71 | $1,523.21 | $18,278.53 |
| 1619 | 4A | 1,367 | 5.5/2 | $ 524,800 | $ 656,000 | 0.113058% | 0.117471% | $926.01 | $11,112.06 | $732.46 | $8,789.53 | $1,658.47 | $19,901.60 |
| 1619 | 5A | 1,367 | 5.5/2 | $ 528,800 | $ 661,000 | 0.113920% | 0.118367% | $933.06 | $11,196.76 | $738.04 | $8,856.53 | $1,671.11 | $20,053.29 |
| 1619 | 6A | 1,367 | 5.5/2 | $ 532,800 | $ 666,000 | 0.114781% | 0.119262% | $940.12 | $11,281.46 | $743.63 | $8,923.52 | $1,683.75 | $20,204.98 |
| 1619 | 7A | 1,367 | 5.5/2 | $ 536,800 | $ 671,000 | 0.115643% | 0.120157% | $947.18 | $11,366.15 | $749.21 | $8,990.51 | $1,696.39 | $20,356.67 |
| 1619 | 8A | 1,367 | 5.5/2 | $ 540,800 | $ 676,000 | 0.116505% | 0.121053% | $954.24 | $11,450.85 | $754.79 | $9,057.51 | $1,709.03 | $20,508.35 |
| 1619 | 9A | 1,367 | 5.5/2 | $ 545,600 | $ 682,000 | 0.117539% | 0.122127% | $962.71 | $11,552.48 | $761.49 | $9,137.90 | $1,724.20 | $20,690.38 |
| 1619 | 10A | 1,367 | 5.5/2 | $ 550,400 | $ 688,000 | 0.118573% | 0.123202% | $971.18 | $11,654.12 | $768.19 | $9,218.29 | $1,739.37 | $20,872.41 |
| 1619 | 11A | 1,367 | 5.5/2 | $ 555,200 | $ 694,000 | 0.119607% | 0.124276% | $979.65 | $11,755.75 | $774.89 | $9,298.68 | $1,754.54 | $21,054.44 |
| 1619 | 12A | 1,367 | 5.5/2 | $ 560,000 | $ 700,000 | 0.120641% | 0.125351% | $988.12 | $11,857.39 | $781.59 | $9,379.08 | $1,769.71 | $21,236.46 |
| 1619 | 13A | 1,391 | 5.5/2 | $ 576,000 | $ 720,000 | 0.124088% | 0.128932% | $1,016.35 | $12,196.17 | $803.92 | $9,647.05 | $1,820.27 | $21,843.22 |
| 1619 | 14A | 1,391 | 5.5/2 | $ 582,000 | $ 727,500 | 0.125380% | 0.130275% | $1,026.93 | $12,323.21 | $812.30 | $9,747.54 | $1,839.23 | $22,070.75 |
| 1619 | 15A | 1,391 | 5.5/2 | $ 588,000 | $ 735,000 | 0.126673% | 0.131618% | $1,037.52 | $12,450.26 | $820.67 | $9,848.03 | $1,858.19 | $22,298.29 |
| 1619 | 16A v | 1,391 | 5.5/2 | $ 594,000 | $ 742,500 | 0.127966% | 0.132961% | $1,048.11 | $12,577.30 | $829.04 | $9,948.52 | $1,877.15 | $22,525.82 |
| 1619 | 17A | 1,391 | 5.5/2 | $ 600,000 | $ 750,000 | 0.129258% | 0.134304% | $1,058.70 | $12,704.34 | $837.42 | $10,049.01 | $1,896.11 | $22,753.35 |
| 1619 | 18A | 1,371 | 5.5/2 | $ 601,200 | $ 751,500 | 0.129517% | 0.134573% | $1,060.81 | $12,729.75 | $839.09 | $10,069.11 | $1,899.90 | $22,798.86 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1619 | 19A | 1,371 | 5.5/2 | $ 611,200 | $ 764,000 | 0.131671% | 0.136811% | $1,078.46 | $12,941.49 | $853.05 | $10,236.59 | $1,931.51 | $23,178.08 |
| 1619 | 20A | 1,371 | 5.5/2 | $ 621,200 | $ 776,500 | 0.133825% | 0.139050% | $1,096.10 | $13,153.23 | $867.01 | $10,404.08 | $1,963.11 | $23,557.30 |
| 1619 | 21A | 1,371 | 5.5/2 | $ 631,200 | $ 789,000 | 0.135980% | 0.141288% | $1,113.75 | $13,364.97 | $880.96 | $10,571.56 | $1,994.71 | $23,936.53 |
| 1619 | 22A | 1,371 | 5.5/2 | $ 641,200 | $ 801,500 | 0.138134% | 0.143526% | $1,131.39 | $13,576.71 | $894.92 | $10,739.04 | $2,026.31 | $24,315.75 |
| 1619 | 23A | 1,371 | 5.5/2 | $ 651,200 | $ 814,000 | 0.140288% | 0.145765% | $1,149.04 | $13,788.45 | $908.88 | $10,906.53 | $2,057.91 | $24,694.97 |
| 1619 | 24A | 1,371 | 5.5/2 | $ 661,200 | $ 826,500 | 0.142443% | 0.148003% | $1,166.68 | $14,000.18 | $922.83 | $11,074.01 | $2,089.52 | $25,074.19 |
| 1619 | 1B | 528 | 2/1 | $ 154,000 | $ 192,500 | 0.033176% | 0.034471% | $271.73 | $3,260.78 | $214.94 | $2,579.25 | $486.67 | $5,840.03 |
| 1619 | 2B | 528 | 2/1 | $ 154,800 | $ 193,500 | 0.033349% | 0.034650% | $273.14 | $3,277.72 | $216.05 | $2,592.64 | $489.20 | $5,870.36 |
| 1619 | 3B | 528 | 2/1 | $ 140,000 | $ 175,000 | 0.030160% | 0.031338% | $247.03 | $2,964.35 | $195.40 | $2,344.77 | $442.43 | $5,309.12 |
| 1619 | 4B | 528 | 2/1 | $ 156,400 | $ 195,500 | 0.033693% | 0.035009% | $275.97 | $3,311.60 | $218.29 | $2,619.44 | $494.25 | $5,931.04 |
| 1619 | 5B | 528 | 2/1 | $ 157,200 | $ 196,500 | 0.033866% | 0.035188% | $277.38 | $3,328.54 | $219.40 | $2,632.84 | $496.78 | $5,961.38 |
| 1619 | 6B | 528 | 2/1 | $ 158,000 | $ 197,500 | 0.034038% | 0.035367% | $278.79 | $3,345.48 | $220.52 | $2,646.24 | $499.31 | $5,991.72 |
| 1619 | 7B | 528 | 2/1 | $ 158,800 | $ 198,500 | 0.034210% | 0.035546% | $280.20 | $3,362.42 | $221.64 | $2,659.64 | $501.84 | $6,022.05 |
| 1619 | 8B | 528 | 2/1 | $ 159,600 | $ 199,500 | 0.034383% | 0.035725% | $281.61 | $3,379.35 | $222.75 | $2,673.04 | $504.37 | $6,052.39 |
| 1619 | 9B | 528 | 2/1 | $ 160,800 | $ 201,000 | 0.034641% | 0.035994% | $283.73 | $3,404.76 | $224.43 | $2,693.13 | $508.16 | $6,097.90 |
| 1619 | 10B | 528 | 2/1 | $ 162,000 | $ 202,500 | 0.034900% | 0.036262% | $285.85 | $3,430.17 | $226.10 | $2,713.23 | $511.95 | $6,143.41 |
| 1619 | 11B | 528 | 2/1 | $ 163,200 | $ 204,000 | 0.035158% | 0.036531% | $287.97 | $3,455.58 | $227.78 | $2,733.33 | $515.74 | $6,188.91 |
| 1619 | 12B | 528 | 2/1 | $ 164,400 | $ 205,500 | 0.035417% | 0.036799% | $290.08 | $3,480.99 | $229.45 | $2,753.43 | $519.53 | $6,234.42 |
| 1619 | 13B | 528 | 2/1 | $ 165,600 | $ 207,000 | 0.035675% | 0.037068% | $292.20 | $3,506.40 | $231.13 | $2,773.53 | $523.33 | $6,279.93 |
| 1619 | 14B | 528 | 2/1 | $ 166,800 | $ 208,500 | 0.035934% | 0.037337% | $294.32 | $3,531.81 | $232.80 | $2,793.62 | $527.12 | $6,325.43 |
| 1619 | 15B | 528 | 2/1 | $ 168,000 | $ 210,000 | 0.036192% | 0.037605% | $296.43 | $3,557.22 | $234.48 | $2,813.72 | $530.91 | $6,370.94 |
| 1619 | 16B | 528 | 2/1 | $ 169,200 | $ 211,500 | 0.036451% | 0.037874% | $298.55 | $3,582.62 | $236.15 | $2,833.82 | $534.70 | $6,416.45 |
| 1619 | 17B | 528 | 2/1 | $ 170,400 | $ 213,000 | 0.036709% | 0.038142% | $300.67 | $3,608.03 | $237.83 | $2,853.92 | $538.50 | $6,461.95 |
| 1619 | 18B | 528 | 2/1 | $ 172,000 | $ 215,000 | 0.037054% | 0.038501% | $303.49 | $3,641.91 | $240.06 | $2,880.72 | $543.55 | $6,522.63 |
| 1619 | 19B | 528 | 2/1 | $ 173,600 | $ 217,000 | 0.037399% | 0.038859% | $306.32 | $3,675.79 | $242.29 | $2,907.51 | $548.61 | $6,583.30 |
| 1619 | 20B | 528 | 2/1 | $ 175,200 | $ 219,000 | 0.037743% | 0.039217% | $309.14 | $3,709.67 | $244.53 | $2,934.31 | $553.66 | $6,643.98 |
| 1619 | 21B | 528 | 2/1 | $ 176,800 | $ 221,000 | 0.038088% | 0.039575% | $311.96 | $3,743.55 | $246.76 | $2,961.11 | $558.72 | $6,704.65 |
| 1619 | 22B | 528 | 2/1 | $ 178,400 | $ 223,000 | 0.038433% | 0.039933% | $314.79 | $3,777.42 | $248.99 | $2,987.91 | $563.78 | $6,765.33 |
| 1619 | 23B | 528 | 2/1 | $ 180,000 | $ 225,000 | 0.038777% | 0.040291% | $317.61 | $3,811.30 | $251.23 | $3,014.70 | $568.83 | $6,826.01 |
| 1619 | 24B | 528 | 2/1 | $ 181,600 | $ 227,000 | 0.039122% | 0.040649% | $320.43 | $3,845.18 | $253.46 | $3,041.50 | $573.89 | $6,886.68 |
| 1619 | 1C | 747 | 3.5/1 | $ 252,400 | $ 315,500 | 0.054375% | 0.056497% | $445.36 | $5,344.29 | $352.27 | $4,227.28 | $797.63 | $9,571.58 |
| 1619 | 2C | 789 | 3.5/1 | $ 268,400 | $ 335,500 | 0.057821% | 0.060079% | $473.59 | $5,683.08 | $374.60 | $4,495.26 | $848.19 | $10,178.33 |
| 1619 | 3C | 789 | 3.5/1 | $ 243,200 | $ 304,000 | 0.052393% | 0.054438% | $429.12 | $5,149.49 | $339.43 | $4,073.20 | $768.56 | $9,222.69 |
| 1619 | 4C | 789 | 3.5/1 | $ 271,600 | $ 339,500 | 0.058511% | 0.060795% | $479.24 | $5,750.83 | $379.07 | $4,548.85 | $858.31 | $10,299.68 |
| 1619 | 5C | 789 | 3.5/1 | $ 273,200 | $ 341,500 | 0.058856% | 0.061153% | $482.06 | $5,784.71 | $381.30 | $4,575.65 | $863.36 | $10,360.36 |
| 1619 | 6C | 789 | 3.5/1 | $ 274,800 | $ 343,500 | 0.059200% | 0.061511% | $484.88 | $5,818.59 | $383.54 | $4,602.45 | $868.42 | $10,421.04 |
| 1619 | 7C | 789 | 3.5/1 | $ 276,400 | $ 345,500 | 0.059545% | 0.061869% | $487.71 | $5,852.47 | $385.77 | $4,629.24 | $873.48 | $10,481.71 |
| 1619 | 8C | 789 | 3.5/1 | $ 278,000 | $ 347,500 | 0.059890% | 0.062228% | $490.53 | $5,886.35 | $388.00 | $4,656.04 | $878.53 | $10,542.39 |
| 1619 | 9C | 789 | 3.5/1 | $ 280,400 | $ 350,500 | 0.060407% | 0.062765% | $494.76 | $5,937.16 | $391.35 | $4,696.24 | $886.12 | $10,633.40 |
| 1619 | 10C | 789 | 3.5/1 | $ 282,800 | $ 353,500 | 0.060924% | 0.063302% | $499.00 | $5,987.98 | $394.70 | $4,736.43 | $893.70 | $10,724.41 |
| 1619 | 11C | 789 | 3.5/1 | $ 285,200 | $ 356,500 | 0.061441% | 0.063839% | $503.23 | $6,038.80 | $398.05 | $4,776.63 | $901.29 | $10,815.43 |
| 1619 | 12C | 789 | 3.5/1 | $ 287,600 | $ 359,500 | 0.061958% | 0.064376% | $507.47 | $6,089.61 | $401.40 | $4,816.83 | $908.87 | $10,906.44 |
| 1619 | 13C | 813 | 3.5/1 | $ 298,800 | $ 373,500 | 0.064371% | 0.066883% | $527.23 | $6,326.76 | $417.03 | $5,004.41 | $944.26 | $11,331.17 |
| 1619 | 14C | 813 | 3.5/1 | $ 301,200 | $ 376,500 | 0.064888% | 0.067421% | $531.46 | $6,377.58 | $420.38 | $5,044.60 | $951.85 | $11,422.18 |
| 1619 | 15C | 813 | 3.5/1 | $ 303,600 | $ 379,500 | 0.065405% | 0.067958% | $535.70 | $6,428.40 | $423.73 | $5,084.80 | $959.43 | $11,513.20 |
| 1619 | 16C | 813 | 3.5/1 | $ 306,000 | $ 382,500 | 0.065922% | 0.068495% | $539.93 | $6,479.21 | $427.08 | $5,125.00 | $967.02 | $11,604.21 |
| 1619 | 17C v | 813 | 3.5/1 | $ 308,400 | $ 385,500 | 0.066439% | 0.069032% | $544.17 | $6,530.03 | $430.43 | $5,165.19 | $974.60 | $11,695.22 |
| 1619 | 18C | 793 | 3.5/1 | $ 304,000 | $ 380,000 | 0.065491% | 0.068047% | $536.41 | $6,436.87 | $424.29 | $5,091.50 | $960.70 | $11,528.37 |
| 1619 | 19C | 793 | 3.5/1 | $ 307,200 | $ 384,000 | 0.066180% | 0.068764% | $542.05 | $6,504.62 | $428.76 | $5,145.09 | $970.81 | $11,649.72 |
| 1619 | 20C | 793 | 3.5/1 | $ 310,400 | $ 388,000 | 0.066870% | 0.069480% | $547.70 | $6,572.38 | $433.22 | $5,198.69 | $980.92 | $11,771.07 |
| 1619 | 21C | 793 | 3.5/1 | $ 313,600 | $ 392,000 | 0.067559% | 0.070196% | $553.34 | $6,640.14 | $437.69 | $5,252.28 | $991.03 | $11,892.42 |
| 1619 | 22C | 793 | 3.5/1 | $ 316,800 | $ 396,000 | 0.068248% | 0.070913% | $558.99 | $6,707.89 | $442.16 | $5,305.88 | $1,001.15 | $12,013.77 |
| 1619 | 23C | 793 | 3.5/1 | $ 320,000 | $ 400,000 | 0.068938% | 0.071629% | $564.64 | $6,775.65 | $446.62 | $5,359.47 | $1,011.26 | $12,135.12 |
| 1619 | 24C | 793 | 3.5/1 | $ 323,200 | $ 404,000 | 0.069627% | 0.072345% | $570.28 | $6,843.41 | $451.09 | $5,413.07 | $1,021.37 | $12,256.47 |
| 1619 | 1D | 750 | 2.5/1 | $ 242,800 | $ 303,500 | 0.052306% | 0.054348% | $428.42 | $5,141.02 | $338.87 | $4,066.50 | $767.29 | $9,207.52 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1619 | 2D | 790 | 2.5/1 | $ 257,200 | $ 321,500 | 0.055409% | 0.057572% | $453.83 | $5,445.93 | $358.97 | $4,307.68 | $812.80 | $9,753.60 |
| 1619 | 4D | 790 | 3.5/1 | $ 265,600 | $ 332,000 | 0.057218% | 0.059452% | $468.65 | $5,623.79 | $370.70 | $4,448.36 | $839.35 | $10,072.15 |
| 1619 | 5D | 790 | 3.5/1 | $ 266,800 | $ 333,500 | 0.057477% | 0.059721% | $470.77 | $5,649.20 | $372.37 | $4,468.46 | $843.14 | $10,117.66 |
| 1619 | 6D | 790 | 3.5/1 | $ 268,000 | $ 335,000 | 0.057735% | 0.059989% | $472.88 | $5,674.61 | $374.05 | $4,488.56 | $846.93 | $10,163.16 |
| 1619 | 7D | 790 | 3.5/1 | $ 269,200 | $ 336,500 | 0.057994% | 0.060258% | $475.00 | $5,700.01 | $375.72 | $4,508.66 | $850.72 | $10,208.67 |
| 1619 | 8D | 790 | 3.5/1 | $ 270,400 | $ 338,000 | 0.058252% | 0.060526% | $477.12 | $5,725.42 | $377.40 | $4,528.75 | $854.51 | $10,254.18 |
| 1619 | 9D | 790 | 3.5/1 | $ 271,600 | $ 339,500 | 0.058511% | 0.060795% | $479.24 | $5,750.83 | $379.07 | $4,548.85 | $858.31 | $10,299.68 |
| 1619 | 10D | 790 | 3.5/1 | $ 272,800 | $ 341,000 | 0.058769% | 0.061064% | $481.35 | $5,776.24 | $380.75 | $4,568.95 | $862.10 | $10,345.19 |
| 1619 | 11D v | 790 | 3.5/1 | $ 274,000 | $ 342,500 | 0.059028% | 0.061332% | $483.47 | $5,801.65 | $382.42 | $4,589.05 | $865.89 | $10,390.70 |
| 1619 | 12D | 790 | 3.5/1 | $ 275,200 | $ 344,000 | 0.059286% | 0.061601% | $485.59 | $5,827.06 | $384.10 | $4,609.15 | $869.68 | $10,436.20 |
| 1619 | 13D | 814 | 3.5/1 | $ 285,600 | $ 357,000 | 0.061527% | 0.063929% | $503.94 | $6,047.27 | $398.61 | $4,783.33 | $902.55 | $10,830.60 |
| 1619 | 14D | 814 | 3.5/1 | $ 287,200 | $ 359,000 | 0.061872% | 0.064287% | $506.76 | $6,081.15 | $400.84 | $4,810.13 | $907.61 | $10,891.27 |
| 1619 | 15D | 814 | 3.5/1 | $ 288,800 | $ 361,000 | 0.062216% | 0.064645% | $509.59 | $6,115.02 | $403.08 | $4,836.92 | $912.66 | $10,951.95 |
| 1619 | 16D | 814 | 3.5/1 | $ 290,400 | $ 363,000 | 0.062561% | 0.065003% | $512.41 | $6,148.90 | $405.31 | $4,863.72 | $917.72 | $11,012.62 |
| 1619 | 17D | 814 | 3.5/1 | $ 292,000 | $ 365,000 | 0.062906% | 0.065361% | $515.23 | $6,182.78 | $407.54 | $4,890.52 | $922.77 | $11,073.30 |
| 1619 | 18D | 794 | 3.5/1 | $ 288,000 | $ 360,000 | 0.062044% | 0.064466% | $508.17 | $6,098.08 | $401.96 | $4,823.52 | $910.13 | $10,921.61 |
| 1619 | 19D | 794 | 3.5/1 | $ 290,800 | $ 363,500 | 0.062647% | 0.065093% | $513.11 | $6,157.37 | $405.87 | $4,870.42 | $918.98 | $11,027.79 |
| 1619 | 20D | 794 | 3.5/1 | $ 293,600 | $ 367,000 | 0.063250% | 0.065719% | $518.05 | $6,216.66 | $409.78 | $4,917.32 | $927.83 | $11,133.97 |
| 1619 | 21D | 794 | 3.5/1 | $ 296,400 | $ 370,500 | 0.063854% | 0.066346% | $523.00 | $6,275.94 | $413.68 | $4,964.21 | $936.68 | $11,240.16 |
| 1619 | 22D | 794 | 3.5/1 | $ 299,200 | $ 374,000 | 0.064457% | 0.066973% | $527.94 | $6,335.23 | $417.59 | $5,011.11 | $945.53 | $11,346.34 |
| 1619 | 23D | 794 | 3.5/1 | $ 302,000 | $ 377,500 | 0.065060% | 0.067600% | $532.88 | $6,394.52 | $421.50 | $5,058.00 | $954.38 | $11,452.52 |
| 1619 | 24D | 794 | 3.5/1 | $ 304,800 | $ 381,000 | 0.065663% | 0.068227% | $537.82 | $6,453.81 | $425.41 | $5,104.90 | $963.23 | $11,558.70 |
| 1619 | 4E | 450 | 2/1 | $ 138,400 | $ 173,000 | 0.029816% | 0.030979% | $244.21 | $2,930.47 | $193.16 | $2,317.97 | $437.37 | $5,248.44 |
| 1619 | 5E | 450 | 2/1 | $ 139,200 | $ 174,000 | 0.029988% | 0.031159% | $245.62 | $2,947.41 | $194.28 | $2,331.37 | $439.90 | $5,278.78 |
| 1619 | 6E | 450 | 2/1 | $ 140,000 | $ 175,000 | 0.030160% | 0.031338% | $247.03 | $2,964.35 | $195.40 | $2,344.77 | $442.43 | $5,309.12 |
| 1619 | 7E | 450 | 2/1 | $ 140,800 | $ 176,000 | 0.030333% | 0.031517% | $248.44 | $2,981.29 | $196.51 | $2,358.17 | $444.95 | $5,339.45 |
| 1619 | 8E | 450 | 2/1 | $ 141,600 | $ 177,000 | 0.030505% | 0.031696% | $249.85 | $2,998.22 | $197.63 | $2,371.57 | $447.48 | $5,369.79 |
| 1619 | 9E | 450 | 2/1 | $ 142,400 | $ 178,000 | 0.030677% | 0.031875% | $251.26 | $3,015.16 | $198.75 | $2,384.97 | $450.01 | $5,400.13 |
| 1619 | 10E | 450 | 2/1 | $ 143,200 | $ 179,000 | 0.030850% | 0.032054% | $252.68 | $3,032.10 | $199.86 | $2,398.36 | $452.54 | $5,430.47 |
| 1619 | 11E | 450 | 2/1 | $ 144,000 | $ 180,000 | 0.031022% | 0.032233% | $254.09 | $3,049.04 | $200.98 | $2,411.76 | $455.07 | $5,460.80 |
| 1619 | 12E | 450 | 2/1 | $ 144,800 | $ 181,000 | 0.031194% | 0.032412% | $255.50 | $3,065.98 | $202.10 | $2,425.16 | $457.60 | $5,491.14 |
| 1619 | 13E | 450 | 2/1 | $ 146,000 | $ 182,500 | 0.031453% | 0.032681% | $257.62 | $3,091.39 | $203.77 | $2,445.26 | $461.39 | $5,536.65 |
| 1619 | 14E | 450 | 2/1 | $ 147,200 | $ 184,000 | 0.031711% | 0.032949% | $259.73 | $3,116.80 | $205.45 | $2,465.36 | $465.18 | $5,582.16 |
| 1619 | 15E | 450 | 2/1 | $ 148,400 | $ 185,500 | 0.031970% | 0.033218% | $261.85 | $3,142.21 | $207.12 | $2,485.46 | $468.97 | $5,627.66 |
| 1619 | 16E | 450 | 2/1 | $ 149,600 | $ 187,000 | 0.032228% | 0.033486% | $263.97 | $3,167.62 | $208.80 | $2,505.55 | $472.76 | $5,673.17 |
| 1619 | 17E | 450 | 2/1 | $ 150,800 | $ 188,500 | 0.032487% | 0.033755% | $266.09 | $3,193.02 | $210.47 | $2,525.65 | $476.56 | $5,718.68 |
| 1619 | 18E v | 450 | 2/1 | $ 152,000 | $ 190,000 | 0.032745% | 0.034024% | $268.20 | $3,218.43 | $212.15 | $2,545.75 | $480.35 | $5,764.18 |
| 1619 | 19E | 450 | 2/1 | $ 153,200 | $ 191,500 | 0.033004% | 0.034292% | $270.32 | $3,243.84 | $213.82 | $2,565.85 | $484.14 | $5,809.69 |
| 1619 | 20E v | 450 | 2/1 | $ 154,400 | $ 193,000 | 0.033262% | 0.034561% | $272.44 | $3,269.25 | $215.50 | $2,585.95 | $487.93 | $5,855.20 |
| 1619 | 21E v | 450 | 2/1 | $ 156,000 | $ 195,000 | 0.033607% | 0.034919% | $275.26 | $3,303.13 | $217.73 | $2,612.74 | $492.99 | $5,915.87 |
| 1619 | 22E | 450 | 2/1 | $ 157,600 | $ 197,000 | 0.033952% | 0.035277% | $278.08 | $3,337.01 | $219.96 | $2,639.54 | $498.05 | $5,976.55 |
| 1619 | 23E | 450 | 2/1 | $ 159,200 | $ 199,000 | 0.034297% | 0.035635% | $280.91 | $3,370.89 | $222.19 | $2,666.34 | $503.10 | $6,037.22 |
| 1619 | 24E | 450 | 2/1 | $ 160,800 | $ 201,000 | 0.034641% | 0.035994% | $283.73 | $3,404.76 | $224.43 | $2,693.13 | $508.16 | $6,097.90 |
| 1619 | 3F | 1,053 | 3.5/1 | $ 322,400 | $ 403,000 | 0.069455% | 0.072166% | $568.87 | $6,826.47 | $449.97 | $5,399.67 | $1,018.84 | $12,226.13 |
| 1619 | 4F | 1,157 | 4.5/2 | $ 407,200 | $ 509,000 | 0.087723% | 0.091148% | $718.50 | $8,622.01 | $568.33 | $6,819.93 | $1,286.83 | $15,441.94 |
| 1619 | 5F | 1,157 | 4.5/2 | $ 409,600 | $ 512,000 | 0.088240% | 0.091685% | $722.74 | $8,672.83 | $571.68 | $6,860.12 | $1,294.41 | $15,532.96 |
| 1619 | 6F | 1,157 | 4.5/2 | $ 412,000 | $ 515,000 | 0.088757% | 0.092222% | $726.97 | $8,723.65 | $575.03 | $6,900.32 | $1,302.00 | $15,623.97 |
| 1619 | 7F | 1,157 | 4.5/2 | $ 414,400 | $ 518,000 | 0.089274% | 0.092759% | $731.21 | $8,774.47 | $578.38 | $6,940.52 | $1,309.58 | $15,714.98 |
| 1619 | 8F | 1,157 | 4.5/2 | $ 416,800 | $ 521,000 | 0.089791% | 0.093297% | $735.44 | $8,825.28 | $581.73 | $6,980.71 | $1,317.17 | $15,806.00 |
| 1619 | 9F | 1,157 | 4.5/2 | $ 419,600 | $ 524,500 | 0.090395% | 0.093923% | $740.38 | $8,884.57 | $585.63 | $7,027.61 | $1,326.01 | $15,912.18 |
| 1619 | 10F | 1,157 | 4.5/2 | $ 422,400 | $ 528,000 | 0.090998% | 0.094550% | $745.32 | $8,943.86 | $589.54 | $7,074.50 | $1,334.86 | $16,018.36 |
| 1619 | 11F | 1,157 | 4.5/2 | $ 425,200 | $ 531,500 | 0.091601% | 0.095177% | $750.26 | $9,003.14 | $593.45 | $7,121.40 | $1,343.71 | $16,124.54 |
| 1619 | 12F | 1,157 | 4.5/2 | $ 428,000 | $ 535,000 | 0.092204% | 0.095804% | $755.20 | $9,062.43 | $597.36 | $7,168.29 | $1,352.56 | $16,230.72 |
| 1619 | 13F | 1,157 | 4.5/2 | $ 430,800 | $ 538,500 | 0.092807% | 0.096430% | $760.14 | $9,121.72 | $601.27 | $7,215.19 | $1,361.41 | $16,336.91 |
| 1619 | 14F | 1,157 | 4.5/2 | $ 433,600 | $ 542,000 | 0.093411% | 0.097057% | $765.08 | $9,181.00 | $605.17 | $7,262.08 | $1,370.26 | $16,443.09 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1619 | 15F | 1,181 | 4.5/2 | $ 445,600 | $ 557,000 | 0.095996% | 0.099743% | $786.26 | $9,435.09 | $621.92 | $7,463.07 | $1,408.18 | $16,898.16 |
| 1619 | 16F | 1,181 | 4.5/2 | $ 448,800 | $ 561,000 | 0.096685% | 0.100459% | $791.90 | $9,502.85 | $626.39 | $7,516.66 | $1,418.29 | $17,019.51 |
| 1619 | 17F | 1,181 | 4.5/2 | $ 452,000 | $ 565,000 | 0.097375% | 0.101176% | $797.55 | $9,570.60 | $630.85 | $7,570.25 | $1,428.40 | $17,140.86 |
| 1619 | 18F | 1,181 | 4.5/2 | $ 455,200 | $ 569,000 | 0.098064% | 0.101892% | $803.20 | $9,638.36 | $635.32 | $7,623.85 | $1,438.52 | $17,262.21 |
| 1619 | 19F | 1,181 | 4.5/2 | $ 458,400 | $ 573,000 | 0.098753% | 0.102608% | $808.84 | $9,706.12 | $639.79 | $7,677.44 | $1,448.63 | $17,383.56 |
| 1619 | 20F | 1,161 | 4.5/2 | $ 454,800 | $ 568,500 | 0.097978% | 0.101803% | $802.49 | $9,629.89 | $634.76 | $7,617.15 | $1,437.25 | $17,247.04 |
| 1619 | 21F | 1,161 | 4.5/2 | $ 458,800 | $ 573,500 | 0.098839% | 0.102698% | $809.55 | $9,714.59 | $640.35 | $7,684.14 | $1,449.89 | $17,398.73 |
| 1619 | 22F | 1,161 | 4.5/2 | $ 462,800 | $ 578,500 | 0.099701% | 0.103593% | $816.61 | $9,799.28 | $645.93 | $7,751.14 | $1,462.53 | $17,550.42 |
| 1619 | 23F | 1,161 | 4.5/2 | $ 466,800 | $ 583,500 | 0.100563% | 0.104489% | $823.66 | $9,883.98 | $651.51 | $7,818.13 | $1,475.18 | $17,702.11 |
| 1619 | 24F | 1,161 | 4.5/2 | $ 470,800 | $ 588,500 | 0.101425% | 0.105384% | $830.72 | $9,968.67 | $657.09 | $7,885.12 | $1,487.82 | $17,853.80 |
| 1619 | 25F | 1,161 | 4.5/2 | $ 475,600 | $ 594,500 | 0.102459% | 0.106458% | $839.19 | $10,070.31 | $663.79 | $7,965.52 | $1,502.99 | $18,035.82 |
| 1619 | 26F | 1,161 | 4.5/2 | $ 480,400 | $ 600,500 | 0.103493% | 0.107533% | $847.66 | $10,171.94 | $670.49 | $8,045.91 | $1,518.15 | $18,217.85 |
| 1619 | 27F | 1,161 | 4.5/2 | $ 485,200 | $ 606,500 | 0.104527% | 0.108607% | $856.13 | $10,273.58 | $677.19 | $8,126.30 | $1,533.32 | $18,399.88 |
| 1619 | 28F | 1,161 | 4.5/2 | $ 490,000 | $ 612,500 | 0.105561% | 0.109682% | $864.60 | $10,375.21 | $683.89 | $8,206.69 | $1,548.49 | $18,581.90 |
| 1619 | 29F | 1,161 | 4.5/2 | $ 494,800 | $ 618,500 | 0.106595% | 0.110756% | $873.07 | $10,476.85 | $690.59 | $8,287.08 | $1,563.66 | $18,763.93 |
| 1619 | 3G | 835 | 3.5/1 | $ 277,600 | $ 347,000 | 0.059803% | 0.062138% | $489.82 | $5,877.88 | $387.45 | $4,649.34 | $877.27 | $10,527.22 |
| 1619 | 4G | 835 | 3.5/1 | $ 294,000 | $ 367,500 | 0.063337% | 0.065809% | $518.76 | $6,225.13 | $410.33 | $4,924.02 | $929.10 | $11,149.14 |
| 1619 | 5G | 835 | 3.5/1 | $ 295,600 | $ 369,500 | 0.063681% | 0.066167% | $521.58 | $6,259.01 | $412.57 | $4,950.81 | $934.15 | $11,209.82 |
| 1619 | 6G | 835 | 3.5/1 | $ 297,200 | $ 371,500 | 0.064026% | 0.066525% | $524.41 | $6,292.88 | $414.80 | $4,977.61 | $939.21 | $11,270.49 |
| 1619 | 7G | 835 | 3.5/1 | $ 298,800 | $ 373,500 | 0.064371% | 0.066883% | $527.23 | $6,326.76 | $417.03 | $5,004.41 | $944.26 | $11,331.17 |
| 1619 | 8G | 835 | 3.5/1 | $ 300,400 | $ 375,500 | 0.064715% | 0.067242% | $530.05 | $6,360.64 | $419.27 | $5,031.20 | $949.32 | $11,391.85 |
| 1619 | 9G | 835 | 3.5/1 | $ 302,000 | $ 377,500 | 0.065060% | 0.067600% | $532.88 | $6,394.52 | $421.50 | $5,058.00 | $954.38 | $11,452.52 |
| 1619 | 10G | 835 | 3.5/1 | $ 304,400 | $ 380,500 | 0.065577% | 0.068137% | $537.11 | $6,445.34 | $424.85 | $5,098.20 | $961.96 | $11,543.53 |
| 1619 | 11G | 835 | 3.5/1 | $ 306,800 | $ 383,500 | 0.066094% | 0.068674% | $541.35 | $6,496.15 | $428.20 | $5,138.39 | $969.55 | $11,634.55 |
| 1619 | 12G | 835 | 3.5/1 | $ 309,200 | $ 386,500 | 0.066611% | 0.069211% | $545.58 | $6,546.97 | $431.55 | $5,178.59 | $977.13 | $11,725.56 |
| 1619 | 13G v | 835 | 3.5/1 | $ 311,600 | $ 389,500 | 0.067128% | 0.069749% | $549.82 | $6,597.79 | $434.90 | $5,218.79 | $984.71 | $11,816.57 |
| 1619 | 14G | 835 | 3.5/1 | $ 314,000 | $ 392,500 | 0.067645% | 0.070286% | $554.05 | $6,648.61 | $438.25 | $5,258.98 | $992.30 | $11,907.59 |
| 1619 | 15G | 835 | 3.5/1 | $ 316,400 | $ 395,500 | 0.068162% | 0.070823% | $558.29 | $6,699.42 | $441.60 | $5,299.18 | $999.88 | $11,998.60 |
| 1619 | 16G | 835 | 3.5/1 | $ 318,800 | $ 398,500 | 0.068679% | 0.071360% | $562.52 | $6,750.24 | $444.95 | $5,339.37 | $1,007.47 | $12,089.61 |
| 1619 | 17G | 835 | 3.5/1 | $ 322,000 | $ 402,500 | 0.069369% | 0.072077% | $568.17 | $6,818.00 | $449.41 | $5,392.97 | $1,017.58 | $12,210.97 |
| 1619 | 18G | 835 | 3.5/1 | $ 325,200 | $ 406,500 | 0.070058% | 0.072793% | $573.81 | $6,885.75 | $453.88 | $5,446.56 | $1,027.69 | $12,332.32 |
| 1619 | 19G | 835 | 3.5/1 | $ 328,400 | $ 410,500 | 0.070747% | 0.073509% | $579.46 | $6,953.51 | $458.35 | $5,500.16 | $1,037.81 | $12,453.67 |
| 1619 | 20G | 835 | 3.5/1 | $ 331,600 | $ 414,500 | 0.071437% | 0.074225% | $585.11 | $7,021.27 | $462.81 | $5,553.75 | $1,047.92 | $12,575.02 |
| 1619 | 21G | 835 | 3.5/1 | $ 334,800 | $ 418,500 | 0.072126% | 0.074942% | $590.75 | $7,089.02 | $467.28 | $5,607.35 | $1,058.03 | $12,696.37 |
| 1619 | 22G | 835 | 3.5/1 | $ 338,000 | $ 422,500 | 0.072815% | 0.075658% | $596.40 | $7,156.78 | $471.75 | $5,660.94 | $1,068.14 | $12,817.72 |
| 1619 | 23G | 835 | 3.5/1 | $ 341,200 | $ 426,500 | 0.073505% | 0.076374% | $602.04 | $7,224.54 | $476.21 | $5,714.54 | $1,078.26 | $12,939.07 |
| 1619 | 24G | 835 | 3.5/1 | $ 346,000 | $ 432,500 | 0.074539% | 0.077449% | $610.51 | $7,326.17 | $482.91 | $5,794.93 | $1,093.42 | $13,121.10 |
| 1619 | 25G | 835 | 3.5/1 | $ 350,800 | $ 438,500 | 0.075573% | 0.078523% | $618.98 | $7,427.81 | $489.61 | $5,875.32 | $1,108.59 | $13,303.13 |
| 1619 | 26G | 835 | 3.5/1 | $ 355,600 | $ 444,500 | 0.076607% | 0.079598% | $627.45 | $7,529.44 | $496.31 | $5,955.71 | $1,123.76 | $13,485.15 |
| 1619 | 27G | 835 | 3.5/1 | $ 360,400 | $ 450,500 | 0.077641% | 0.080672% | $635.92 | $7,631.07 | $503.01 | $6,036.11 | $1,138.93 | $13,667.18 |
| 1619 | 28G | 835 | 3.5/1 | $ 365,200 | $ 456,500 | 0.078675% | 0.081746% | $644.39 | $7,732.71 | $509.71 | $6,116.50 | $1,154.10 | $13,849.21 |
| 1619 | 29G | 835 | 3.5/1 | $ 370,000 | $ 462,500 | 0.079709% | 0.082821% | $652.86 | $7,834.34 | $516.41 | $6,196.89 | $1,169.27 | $14,031.23 |
| 1619 | 3H-SUPERINTENDENT (11) | 1,158 | 4.5/2 | $ 411,200 | $ 514,000 | 0.088585% | 0.092043% | $725.56 | $8,706.71 | $573.91 | $6,886.92 | $1,299.47 | $15,593.63 |
| 1619 | 4H | 1,158 | 4.5/2 | $ 435,600 | $ 544,500 | 0.093841% | 0.097505% | $768.61 | $9,223.35 | $607.97 | $7,295.58 | $1,376.58 | $16,518.93 |
| 1619 | 5H | 1,158 | 4.5/2 | $ 438,400 | $ 548,000 | 0.094445% | 0.098132% | $773.55 | $9,282.64 | $611.87 | $7,342.48 | $1,385.43 | $16,625.12 |
| 1619 | 6H | 1,158 | 4.5/2 | $ 441,200 | $ 551,500 | 0.095048% | 0.098758% | $778.49 | $9,341.93 | $615.78 | $7,389.37 | $1,394.27 | $16,731.30 |
| 1619 | 7H | 1,158 | 4.5/2 | $ 444,000 | $ 555,000 | 0.095651% | 0.099385% | $783.43 | $9,401.21 | $619.69 | $7,436.27 | $1,403.12 | $16,837.48 |
| 1619 | 8H | 1,158 | 4.5/2 | $ 446,800 | $ 558,500 | 0.096254% | 0.100012% | $788.37 | $9,460.50 | $623.60 | $7,483.16 | $1,411.97 | $16,943.66 |
| 1619 | 9H | 1,158 | 4.5/2 | $ 450,400 | $ 563,000 | 0.097030% | 0.100818% | $794.73 | $9,536.73 | $628.62 | $7,543.46 | $1,423.35 | $17,080.18 |
| 1619 | 10H | 1,158 | 4.5/2 | $ 454,000 | $ 567,500 | 0.097805% | 0.101623% | $801.08 | $9,612.95 | $633.65 | $7,603.75 | $1,434.73 | $17,216.70 |
| 1619 | 11H | 1,158 | 4.5/2 | $ 457,600 | $ 572,000 | 0.098581% | 0.102429% | $807.43 | $9,689.18 | $638.67 | $7,664.05 | $1,446.10 | $17,353.22 |
| 1619 | 12H | 1,158 | 4.5/2 | $ 461,200 | $ 576,500 | 0.099356% | 0.103235% | $813.78 | $9,765.40 | $643.69 | $7,724.34 | $1,457.48 | $17,489.74 |
| 1619 | 13H | 1,158 | 4.5/2 | $ 464,800 | $ 581,000 | 0.100132% | 0.104041% | $820.14 | $9,841.63 | $648.72 | $7,784.63 | $1,468.86 | $17,626.26 |
| 1619 | 14H | 1,158 | 4.5/2 | $ 468,400 | $ 585,500 | 0.100908% | 0.104847% | $826.49 | $9,917.86 | $653.74 | $7,844.93 | $1,480.23 | $17,762.78 |
| 1619 | 15H | 1,182 | 4.5/2 | $ 483,200 | $ 604,000 | 0.104096% | 0.108160% | $852.60 | $10,231.23 | $674.40 | $8,092.80 | $1,527.00 | $18,324.03 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1619 | 16H | 1,182 | 4.5/2 | $ 488,000 | $ 610,000 | 0.105130% | 0.109234% | $861.07 | $10,332.86 | $681.10 | $8,173.20 | $1,542.17 | $18,506.06 |
| 1619 | 17H | 1,182 | 4.5/2 | $ 492,800 | $ 616,000 | 0.106164% | 0.110308% | $869.54 | $10,434.50 | $687.80 | $8,253.59 | $1,557.34 | $18,688.09 |
| 1619 | 18H | 1,182 | 4.5/2 | $ 497,600 | $ 622,000 | 0.107198% | 0.111383% | $878.01 | $10,536.13 | $694.50 | $8,333.98 | $1,572.51 | $18,870.11 |
| 1619 | 19H | 1,182 | 4.5/2 | $ 502,400 | $ 628,000 | 0.108232% | 0.112457% | $886.48 | $10,637.77 | $701.20 | $8,414.37 | $1,587.68 | $19,052.14 |
| 1619 | 20H | 1,162 | 4.5/2 | $ 500,000 | $ 625,000 | 0.107715% | 0.111920% | $882.25 | $10,586.95 | $697.85 | $8,374.18 | $1,580.09 | $18,961.13 |
| 1619 | 21H | 1,162 | 4.5/2 | $ 506,000 | $ 632,500 | 0.109008% | 0.113263% | $892.83 | $10,714.00 | $706.22 | $8,474.67 | $1,599.06 | $19,188.66 |
| 1619 | 22H | 1,162 | 4.5/2 | $ 512,000 | $ 640,000 | 0.110300% | 0.114606% | $903.42 | $10,841.04 | $714.60 | $8,575.16 | $1,618.02 | $19,416.19 |
| 1619 | 23H | 1,162 | 4.5/2 | $ 518,000 | $ 647,500 | 0.111593% | 0.115949% | $914.01 | $10,968.08 | $722.97 | $8,675.65 | $1,636.98 | $19,643.73 |
| 1619 | 24H | 1,162 | 4.5/2 | $ 524,000 | $ 655,000 | 0.112885% | 0.117292% | $924.59 | $11,095.13 | $731.34 | $8,776.14 | $1,655.94 | $19,871.26 |
| 1619 | 25H | 1,162 | 4.5/2 | $ 530,000 | $ 662,500 | 0.114178% | 0.118635% | $935.18 | $11,222.17 | $739.72 | $8,876.63 | $1,674.90 | $20,098.79 |
| 1619 | 26H | 1,162 | 4.5/2 | $ 538,000 | $ 672,500 | 0.115902% | 0.120426% | $949.30 | $11,391.56 | $750.88 | $9,010.61 | $1,700.18 | $20,402.17 |
| 1619 | 27H | 1,162 | 4.5/2 | $ 546,000 | $ 682,500 | 0.117625% | 0.122217% | $963.41 | $11,560.95 | $762.05 | $9,144.60 | $1,725.46 | $20,705.55 |
| 1619 | 28H | 1,162 | 4.5/2 | $ 554,000 | $ 692,500 | 0.119348% | 0.124007% | $977.53 | $11,730.34 | $773.22 | $9,278.59 | $1,750.74 | $21,008.93 |
| 1619 | 29H | 1,162 | 4.5/2 | $ 562,000 | $ 702,500 | 0.121072% | 0.125798% | $991.64 | $11,899.73 | $784.38 | $9,412.57 | $1,776.03 | $21,312.31 |
| 1619 | 1J | 833 | 3.5/1 | $ 288,400 | $ 360,500 | 0.062130% | 0.064556% | $508.88 | $6,106.55 | $402.52 | $4,830.22 | $911.40 | $10,936.78 |
| 1619 | 2J | 833 | 3.5/1 | $ 290,000 | $ 362,500 | 0.062475% | 0.064914% | $511.70 | $6,140.43 | $404.75 | $4,857.02 | $916.45 | $10,997.45 |
| 1619 | 3J | 833 | 3.5/1 | $ 269,600 | $ 337,000 | 0.058080% | 0.060347% | $475.71 | $5,708.48 | $376.28 | $4,515.36 | $851.99 | $10,223.84 |
| 1619 | 4J | 833 | 3.5/1 | $ 293,200 | $ 366,500 | 0.063164% | 0.065630% | $517.35 | $6,208.19 | $409.22 | $4,910.62 | $926.57 | $11,118.80 |
| 1619 | 5J | 833 | 3.5/1 | $ 294,800 | $ 368,500 | 0.063509% | 0.065988% | $520.17 | $6,242.07 | $411.45 | $4,937.41 | $931.62 | $11,179.48 |
| 1619 | 6J | 833 | 3.5/1 | $ 296,400 | $ 370,500 | 0.063854% | 0.066346% | $523.00 | $6,275.94 | $413.68 | $4,964.21 | $936.68 | $11,240.16 |
| 1619 | 7J | 833 | 3.5/1 | $ 298,000 | $ 372,500 | 0.064198% | 0.066704% | $525.82 | $6,309.82 | $415.92 | $4,991.01 | $941.74 | $11,300.83 |
| 1619 | 8J | 833 | 3.5/1 | $ 300,400 | $ 375,500 | 0.064715% | 0.067242% | $530.05 | $6,360.64 | $419.27 | $5,031.20 | $949.32 | $11,391.85 |
| 1619 | 9J | 833 | 3.5/1 | $ 302,800 | $ 378,500 | 0.065232% | 0.067779% | $534.29 | $6,411.46 | $422.62 | $5,071.40 | $956.90 | $11,482.86 |
| 1619 | 10J | 833 | 3.5/1 | $ 305,200 | $ 381,500 | 0.065749% | 0.068316% | $538.52 | $6,462.28 | $425.97 | $5,111.60 | $964.49 | $11,573.87 |
| 1619 | 11J | 833 | 3.5/1 | $ 307,600 | $ 384,500 | 0.066266% | 0.068853% | $542.76 | $6,513.09 | $429.32 | $5,151.79 | $972.07 | $11,664.89 |
| 1619 | 12J | 833 | 3.5/1 | $ 310,000 | $ 387,500 | 0.066783% | 0.069390% | $546.99 | $6,563.91 | $432.67 | $5,191.99 | $979.66 | $11,755.90 |
| 1619 | 13J | 833 | 3.5/1 | $ 312,400 | $ 390,500 | 0.067300% | 0.069928% | $551.23 | $6,614.73 | $436.02 | $5,232.18 | $987.24 | $11,846.91 |
| 1619 | 14J | 833 | 3.5/1 | $ 314,800 | $ 393,500 | 0.067817% | 0.070465% | $555.46 | $6,665.54 | $439.37 | $5,272.38 | $994.83 | $11,937.93 |
| 1619 | 15J | 833 | 3.5/1 | $ 318,000 | $ 397,500 | 0.068507% | 0.071181% | $561.11 | $6,733.30 | $443.83 | $5,325.98 | $1,004.94 | $12,059.28 |
| 1619 | 16J | 833 | 3.5/1 | $ 321,200 | $ 401,500 | 0.069196% | 0.071897% | $566.75 | $6,801.06 | $448.30 | $5,379.57 | $1,015.05 | $12,180.63 |
| 1619 | 17J | 833 | 3.5/1 | $ 324,400 | $ 405,500 | 0.069886% | 0.072614% | $572.40 | $6,868.81 | $452.76 | $5,433.16 | $1,025.16 | $12,301.98 |
| 1619 | 18J | 833 | 3.5/1 | $ 327,600 | $ 409,500 | 0.070575% | 0.073330% | $578.05 | $6,936.57 | $457.23 | $5,486.76 | $1,035.28 | $12,423.33 |
| 1619 | 19J | 833 | 3.5/1 | $ 330,800 | $ 413,500 | 0.071264% | 0.074046% | $583.69 | $7,004.33 | $461.70 | $5,540.35 | $1,045.39 | $12,544.68 |
| 1619 | 20J | 833 | 3.5/1 | $ 334,000 | $ 417,500 | 0.071954% | 0.074763% | $589.34 | $7,072.08 | $466.16 | $5,593.95 | $1,055.50 | $12,666.03 |
| 1619 | 21J | 833 | 3.5/1 | $ 337,200 | $ 421,500 | 0.072643% | 0.075479% | $594.99 | $7,139.84 | $470.63 | $5,647.54 | $1,065.62 | $12,787.38 |
| 1619 | 22J | 833 | 3.5/1 | $ 342,000 | $ 427,500 | 0.073677% | 0.076553% | $603.46 | $7,241.47 | $477.33 | $5,727.94 | $1,080.78 | $12,969.41 |
| 1619 | 23J | 833 | 3.5/1 | $ 346,800 | $ 433,500 | 0.074711% | 0.077628% | $611.93 | $7,343.11 | $484.03 | $5,808.33 | $1,095.95 | $13,151.44 |
| 1619 | 24J | 833 | 3.5/1 | $ 351,600 | $ 439,500 | 0.075745% | 0.078702% | $620.40 | $7,444.74 | $490.73 | $5,888.72 | $1,111.12 | $13,333.46 |
| 1619 | 1K | 1,113 | 4.5/2 | $ 417,600 | $ 522,000 | 0.089964% | 0.093476% | $736.85 | $8,842.22 | $582.84 | $6,994.11 | $1,319.69 | $15,836.33 |
| 1619 | 2K | 1,155 | 4.5/2 | $ 437,200 | $ 546,500 | 0.094186% | 0.097863% | $771.44 | $9,257.23 | $610.20 | $7,322.38 | $1,381.63 | $16,579.61 |
| 1619 | 3K | 1,155 | 4.5/2 | $ 407,200 | $ 509,000 | 0.087723% | 0.091148% | $718.50 | $8,622.01 | $568.33 | $6,819.93 | $1,286.83 | $15,441.94 |
| 1619 | 4K | 1,155 | 4.5/2 | $ 443,600 | $ 554,500 | 0.095565% | 0.099296% | $782.73 | $9,392.74 | $619.13 | $7,429.57 | $1,401.86 | $16,822.31 |
| 1619 | 5K | 1,155 | 4.5/2 | $ 446,800 | $ 558,500 | 0.096254% | 0.100012% | $788.37 | $9,460.50 | $623.60 | $7,483.16 | $1,411.97 | $16,943.66 |
| 1619 | 6K | 1,155 | 4.5/2 | $ 450,000 | $ 562,500 | 0.096944% | 0.100728% | $794.02 | $9,528.26 | $628.06 | $7,536.76 | $1,422.08 | $17,065.01 |
| 1619 | 7K | 1,155 | 4.5/2 | $ 453,200 | $ 566,500 | 0.097633% | 0.101444% | $799.67 | $9,596.01 | $632.53 | $7,590.35 | $1,432.20 | $17,186.37 |
| 1619 | 8K | 1,155 | 4.5/2 | $ 456,400 | $ 570,500 | 0.098322% | 0.102161% | $805.31 | $9,663.77 | $637.00 | $7,643.95 | $1,442.31 | $17,307.72 |
| 1619 | 9K | 1,155 | 4.5/2 | $ 460,400 | $ 575,500 | 0.099184% | 0.103056% | $812.37 | $9,748.47 | $642.58 | $7,710.94 | $1,454.95 | $17,459.41 |
| 1619 | 10K | 1,155 | 4.5/2 | $ 464,400 | $ 580,500 | 0.100046% | 0.103951% | $819.43 | $9,833.16 | $648.16 | $7,777.93 | $1,467.59 | $17,611.09 |
| 1619 | 11K | 1,155 | 4.5/2 | $ 468,400 | $ 585,500 | 0.100908% | 0.104847% | $826.49 | $9,917.86 | $653.74 | $7,844.93 | $1,480.23 | $17,762.78 |
| 1619 | 12K | 1,155 | 4.5/2 | $ 472,400 | $ 590,500 | 0.101769% | 0.105742% | $833.55 | $10,002.55 | $659.33 | $7,911.92 | $1,492.87 | $17,914.47 |
| 1619 | 13K | 1,179 | 4.5/2 | $ 487,200 | $ 609,000 | 0.104958% | 0.109055% | $859.66 | $10,315.93 | $679.98 | $8,159.80 | $1,539.64 | $18,475.72 |
| 1619 | 14K | 1,179 | 4.5/2 | $ 492,000 | $ 615,000 | 0.105992% | 0.110129% | $868.13 | $10,417.56 | $686.68 | $8,240.19 | $1,554.81 | $18,657.75 |
| 1619 | 15K | 1,179 | 4.5/2 | $ 496,800 | $ 621,000 | 0.107026% | 0.111204% | $876.60 | $10,519.20 | $693.38 | $8,320.58 | $1,569.98 | $18,839.78 |
| 1619 | 16K | 1,179 | 4.5/2 | $ 501,600 | $ 627,000 | 0.108060% | 0.112278% | $885.07 | $10,620.83 | $700.08 | $8,400.97 | $1,585.15 | $19,021.80 |
| 1619 | 17K | 1,179 | 4.5/2 | $ 506,400 | $ 633,000 | 0.109094% | 0.113353% | $893.54 | $10,722.46 | $706.78 | $8,481.36 | $1,600.32 | $19,203.83 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1619 | 18K | 1,159 | 4.5/2 | $ 504,400 | $ 630,500 | 0.108663% | 0.112905% | $890.01 | $10,680.12 | $703.99 | $8,447.87 | $1,594.00 | $19,127.98 |
| 1619 | 19K | 1,159 | 4.5/2 | $ 510,800 | $ 638,500 | 0.110042% | 0.114338% | $901.30 | $10,815.63 | $712.92 | $8,555.06 | $1,614.22 | $19,370.69 |
| 1619 | 20K | 1,159 | 4.5/2 | $ 517,200 | $ 646,500 | 0.111421% | 0.115770% | $912.60 | $10,951.14 | $721.85 | $8,662.25 | $1,634.45 | $19,613.39 |
| 1619 | 21K | 1,159 | 4.5/2 | $ 523,600 | $ 654,500 | 0.112799% | 0.117203% | $923.89 | $11,086.66 | $730.79 | $8,769.44 | $1,654.67 | $19,856.09 |
| 1619 | 22K | 1,159 | 4.5/2 | $ 531,600 | $ 664,500 | 0.114523% | 0.118993% | $938.00 | $11,256.05 | $741.95 | $8,903.42 | $1,679.96 | $20,159.47 |
| 1619 | 23K | 1,159 | 4.5/2 | $ 539,600 | $ 674,500 | 0.116246% | 0.120784% | $952.12 | $11,425.44 | $753.12 | $9,037.41 | $1,705.24 | $20,462.85 |
| 1619 | 24K | 1,159 | 4.5/2 | $ 547,600 | $ 684,500 | 0.117970% | 0.122575% | $966.24 | $11,594.83 | $764.28 | $9,171.40 | $1,730.52 | $20,766.23 |
| 1623 | 3A | 1,325 | 5.5/2 | $ 460,000 | $ 575,000 | 0.099098% | 0.102967% | $811.67 | $9,740.00 | $642.02 | $7,704.24 | $1,453.69 | $17,444.24 |
| 1623 | 4A | 1,367 | 5.5/2 | $ 503,200 | $ 629,000 | 0.108405% | 0.112636% | $887.89 | $10,654.71 | $702.31 | $8,427.77 | $1,590.21 | $19,082.48 |
| 1623 | 5A | 1,367 | 5.5/2 | $ 506,400 | $ 633,000 | 0.109094% | 0.113353% | $893.54 | $10,722.46 | $706.78 | $8,481.36 | $1,600.32 | $19,203.83 |
| 1623 | 6A | 1,367 | 5.5/2 | $ 509,600 | $ 637,000 | 0.109783% | 0.114069% | $899.19 | $10,790.22 | $711.25 | $8,534.96 | $1,610.43 | $19,325.18 |
| 1623 | 7A | 1,367 | 5.5/2 | $ 512,800 | $ 641,000 | 0.110473% | 0.114785% | $904.83 | $10,857.98 | $715.71 | $8,588.55 | $1,620.54 | $19,446.53 |
| 1623 | 8A | 1,367 | 5.5/2 | $ 516,000 | $ 645,000 | 0.111162% | 0.115502% | $910.48 | $10,925.73 | $720.18 | $8,642.15 | $1,630.66 | $19,567.88 |
| 1623 | 9A | 1,367 | 5.5/2 | $ 519,600 | $ 649,500 | 0.111938% | 0.116307% | $916.83 | $11,001.96 | $725.20 | $8,702.44 | $1,642.03 | $19,704.40 |
| 1623 | 10A | 1,367 | 5.5/2 | $ 523,200 | $ 654,000 | 0.112713% | 0.117113% | $923.18 | $11,078.19 | $730.23 | $8,762.74 | $1,653.41 | $19,840.92 |
| 1623 | 11A | 1,367 | 5.5/2 | $ 526,800 | $ 658,500 | 0.113489% | 0.117919% | $929.53 | $11,154.41 | $735.25 | $8,823.03 | $1,664.79 | $19,977.44 |
| 1623 | 12A | 1,367 | 5.5/2 | $ 530,400 | $ 663,000 | 0.114264% | 0.118725% | $935.89 | $11,230.64 | $740.28 | $8,883.33 | $1,676.16 | $20,113.96 |
| 1623 | 13A | 1,367 | 5.5/2 | $ 534,000 | $ 667,500 | 0.115040% | 0.119531% | $942.24 | $11,306.86 | $745.30 | $8,943.62 | $1,687.54 | $20,250.48 |
| 1623 | 14A | 1,367 | 5.5/2 | $ 538,000 | $ 672,500 | 0.115902% | 0.120426% | $949.30 | $11,391.56 | $750.88 | $9,010.61 | $1,700.18 | $20,402.17 |
| 1623 | 15A | 1,367 | 5.5/2 | $ 542,000 | $ 677,500 | 0.116763% | 0.121321% | $956.35 | $11,476.26 | $756.47 | $9,077.61 | $1,712.82 | $20,553.86 |
| 1623 | 16A | 1,367 | 5.5/2 | $ 546,000 | $ 682,500 | 0.117625% | 0.122217% | $963.41 | $11,560.95 | $762.05 | $9,144.60 | $1,725.46 | $20,705.55 |
| 1623 | 17A | 1,367 | 5.5/2 | $ 550,000 | $ 687,500 | 0.118487% | 0.123112% | $970.47 | $11,645.65 | $767.63 | $9,211.59 | $1,738.10 | $20,857.24 |
| 1623 | 18A | 1,367 | 5.5/2 | $ 554,000 | $ 692,500 | 0.119348% | 0.124007% | $977.53 | $11,730.34 | $773.22 | $9,278.59 | $1,750.74 | $21,008.93 |
| 1623 | 19A | 1,367 | 5.5/2 | $ 558,800 | $ 698,500 | 0.120382% | 0.125082% | $986.00 | $11,831.98 | $779.91 | $9,358.98 | $1,765.91 | $21,190.96 |
| 1623 | 20A | 1,367 | 5.5/2 | $ 563,600 | $ 704,500 | 0.121417% | 0.126156% | $994.47 | $11,933.61 | $786.61 | $9,439.37 | $1,781.08 | $21,372.98 |
| 1623 | 21A | 1,367 | 5.5/2 | $ 568,400 | $ 710,500 | 0.122451% | 0.127231% | $1,002.94 | $12,035.25 | $793.31 | $9,519.76 | $1,796.25 | $21,555.01 |
| 1623 | 22A | 1,367 | 5.5/2 | $ 573,200 | $ 716,500 | 0.123485% | 0.128305% | $1,011.41 | $12,136.88 | $800.01 | $9,600.15 | $1,811.42 | $21,737.04 |
| 1623 | 23A | 1,367 | 5.5/2 | $ 578,000 | $ 722,500 | 0.124519% | 0.129380% | $1,019.88 | $12,238.52 | $806.71 | $9,680.55 | $1,826.59 | $21,919.06 |
| 1623 | 24A | 1,391 | 5.5/2 | $ 594,400 | $ 743,000 | 0.128052% | 0.133051% | $1,048.81 | $12,585.77 | $829.60 | $9,955.22 | $1,878.42 | $22,540.99 |
| 1623 | 25A | 1,391 | 5.5/2 | $ 600,800 | $ 751,000 | 0.129431% | 0.134483% | $1,060.11 | $12,721.28 | $838.53 | $10,062.41 | $1,898.64 | $22,783.69 |
| 1623 | 26A | 1,391 | 5.5/2 | $ 607,200 | $ 759,000 | 0.130809% | 0.135916% | $1,071.40 | $12,856.79 | $847.47 | $10,169.60 | $1,918.87 | $23,026.39 |
| 1623 | 27A | 1,391 | 5.5/2 | $ 613,600 | $ 767,000 | 0.132188% | 0.137348% | $1,082.69 | $12,992.31 | $856.40 | $10,276.79 | $1,939.09 | $23,269.10 |
| 1623 | 28A | 1,391 | 5.5/2 | $ 620,000 | $ 775,000 | 0.133567% | 0.138781% | $1,093.99 | $13,127.82 | $865.33 | $10,383.98 | $1,959.32 | $23,511.80 |
| 1623 | 29A | 1,371 | 5.5/2 | $ 621,200 | $ 776,500 | 0.133825% | 0.139050% | $1,096.10 | $13,153.23 | $867.01 | $10,404.08 | $1,963.11 | $23,557.30 |
| 1623 | 30A | 1,371 | 5.5/2 | $ 631,200 | $ 789,000 | 0.135980% | 0.141288% | $1,113.75 | $13,364.97 | $880.96 | $10,571.56 | $1,994.71 | $23,936.53 |
| 1623 | 31A | 1,371 | 5.5/2 | $ 641,200 | $ 801,500 | 0.138134% | 0.143526% | $1,131.39 | $13,576.71 | $894.92 | $10,739.04 | $2,026.31 | $24,315.75 |
| 1623 | 32A | 1,371 | 5.5/2 | $ 651,200 | $ 814,000 | 0.140288% | 0.145765% | $1,149.04 | $13,788.45 | $908.88 | $10,906.53 | $2,057.91 | $24,694.97 |
| 1623 | 33A | 1,371 | 5.5/2 | $ 661,200 | $ 826,500 | 0.142443% | 0.148003% | $1,166.68 | $14,000.18 | $922.83 | $11,074.01 | $2,089.52 | $25,074.19 |
| 1623 | 34A | 1,371 | 5.5/2 | $ 671,200 | $ 839,000 | 0.144597% | 0.150242% | $1,184.33 | $14,211.92 | $936.79 | $11,241.49 | $2,121.12 | $25,453.42 |
| 1623 | 35A | 1,371 | 5.5/2 | $ 683,200 | $ 854,000 | 0.147182% | 0.152928% | $1,205.50 | $14,466.01 | $953.54 | $11,442.47 | $2,159.04 | $25,908.48 |
| 1623 | 36A | 1,371 | 5.5/2 | $ 695,200 | $ 869,000 | 0.149767% | 0.155614% | $1,226.67 | $14,720.10 | $970.29 | $11,643.45 | $2,196.96 | $26,363.55 |
| 1623 | 37A | 1,371 | 5.5/2 | $ 707,200 | $ 884,000 | 0.152352% | 0.158300% | $1,247.85 | $14,974.18 | $987.04 | $11,844.43 | $2,234.88 | $26,818.62 |
| 1623 | 38A | 1,371 | 5.5/2 | $ 719,200 | $ 899,000 | 0.154937% | 0.160986% | $1,269.02 | $15,228.27 | $1,003.78 | $12,045.41 | $2,272.81 | $27,273.69 |
| 1623 | 39A | 1,371 | 5.5/2 | $ 735,200 | $ 919,000 | 0.158384% | 0.164567% | $1,297.25 | $15,567.05 | $1,026.12 | $12,313.39 | $2,323.37 | $27,880.44 |
| 1623 | 40A | 1,371 | 5.5/2 | $ 751,200 | $ 939,000 | 0.161831% | 0.168149% | $1,325.49 | $15,905.84 | $1,048.45 | $12,581.36 | $2,373.93 | $28,487.20 |
| 1623 | 41A | 1,371 | 5.5/2 | $ 767,200 | $ 959,000 | 0.165278% | 0.171730% | $1,353.72 | $16,244.62 | $1,070.78 | $12,849.33 | $2,424.50 | $29,093.95 |
| 1623 | 42A | 1,371 | 5.5/2 | $ 783,200 | $ 979,000 | 0.168725% | 0.175312% | $1,381.95 | $16,583.40 | $1,093.11 | $13,117.31 | $2,475.06 | $29,700.71 |
| 1623 | 3B | 528 | 2/1 | $ 156,000 | $ 195,000 | 0.033607% | 0.034919% | $275.26 | $3,303.13 | $217.73 | $2,612.74 | $492.99 | $5,915.87 |
| 1623 | 4B v | 528 | 2/1 | $ 164,800 | $ 206,000 | 0.035503% | 0.036889% | $290.79 | $3,489.46 | $230.01 | $2,760.13 | $520.80 | $6,249.59 |
| 1623 | 5B | 528 | 2/1 | $ 165,600 | $ 207,000 | 0.035675% | 0.037068% | $292.20 | $3,506.40 | $231.13 | $2,773.53 | $523.33 | $6,279.93 |
| 1623 | 6B | 528 | 2/1 | $ 166,400 | $ 208,000 | 0.035848% | 0.037247% | $293.61 | $3,523.34 | $232.24 | $2,786.93 | $525.86 | $6,310.26 |
| 1623 | 7B | 528 | 2/1 | $ 167,200 | $ 209,000 | 0.036020% | 0.037426% | $295.02 | $3,540.28 | $233.36 | $2,800.32 | $528.38 | $6,340.60 |
| 1623 | 8B | 528 | 2/1 | $ 168,000 | $ 210,000 | 0.036192% | 0.037605% | $296.43 | $3,557.22 | $234.48 | $2,813.72 | $530.91 | $6,370.94 |
| 1623 | 9B | 528 | 2/1 | $ 168,800 | $ 211,000 | 0.036365% | 0.037784% | $297.85 | $3,574.15 | $235.59 | $2,827.12 | $533.44 | $6,401.28 |
| 1623 | 10B | 528 | 2/1 | $ 169,600 | $ 212,000 | 0.036537% | 0.037963% | $299.26 | $3,591.09 | $236.71 | $2,840.52 | $535.97 | $6,431.61 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1623 | 11B | 528 | 2/1 | $ 170,400 | $ 213,000 | 0.036709% | 0.038142% | $300.67 | $3,608.03 | $237.83 | $2,853.92 | $538.50 | $6,461.95 |
| 1623 | 12B | 528 | 2/1 | $ 171,200 | $ 214,000 | 0.036882% | 0.038321% | $302.08 | $3,624.97 | $238.94 | $2,867.32 | $541.02 | $6,492.29 |
| 1623 | 13B | 528 | 2/1 | $ 172,000 | $ 215,000 | 0.037054% | 0.038501% | $303.49 | $3,641.91 | $240.06 | $2,880.72 | $543.55 | $6,522.63 |
| 1623 | 14B | 528 | 2/1 | $ 173,200 | $ 216,500 | 0.037313% | 0.038769% | $305.61 | $3,667.32 | $241.73 | $2,900.81 | $547.34 | $6,568.13 |
| 1623 | 15B | 528 | 2/1 | $ 174,400 | $ 218,000 | 0.037571% | 0.039038% | $307.73 | $3,692.73 | $243.41 | $2,920.91 | $551.14 | $6,613.64 |
| 1623 | 16B | 528 | 2/1 | $ 175,600 | $ 219,500 | 0.037830% | 0.039306% | $309.84 | $3,718.14 | $245.08 | $2,941.01 | $554.93 | $6,659.15 |
| 1623 | 17B | 528 | 2/1 | $ 176,800 | $ 221,000 | 0.038088% | 0.039575% | $311.96 | $3,743.55 | $246.76 | $2,961.11 | $558.72 | $6,704.65 |
| 1623 | 18B | 528 | 2/1 | $ 178,000 | $ 222,500 | 0.038347% | 0.039844% | $314.08 | $3,768.95 | $248.43 | $2,981.21 | $562.51 | $6,750.16 |
| 1623 | 19B | 528 | 2/1 | $ 179,200 | $ 224,000 | 0.038605% | 0.040112% | $316.20 | $3,794.36 | $250.11 | $3,001.30 | $566.31 | $6,795.67 |
| 1623 | 20B | 528 | 2/1 | $ 180,400 | $ 225,500 | 0.038864% | 0.040381% | $318.31 | $3,819.77 | $251.78 | $3,021.40 | $570.10 | $6,841.17 |
| 1623 | 21B | 528 | 2/1 | $ 181,600 | $ 227,000 | 0.039122% | 0.040649% | $320.43 | $3,845.18 | $253.46 | $3,041.50 | $573.89 | $6,886.68 |
| 1623 | 22B | 528 | 2/1 | $ 182,800 | $ 228,500 | 0.039381% | 0.040918% | $322.55 | $3,870.59 | $255.13 | $3,061.60 | $577.68 | $6,932.19 |
| 1623 | 23B | 528 | 2/1 | $ 184,000 | $ 230,000 | 0.039639% | 0.041187% | $324.67 | $3,896.00 | $256.81 | $3,081.70 | $581.47 | $6,977.69 |
| 1623 | 24B | 528 | 2/1 | $ 185,600 | $ 232,000 | 0.039984% | 0.041545% | $327.49 | $3,929.88 | $259.04 | $3,108.49 | $586.53 | $7,038.37 |
| 1623 | 25B v | 528 | 2/1 | $ 187,200 | $ 234,000 | 0.040329% | 0.041903% | $330.31 | $3,963.75 | $261.27 | $3,135.29 | $591.59 | $7,099.05 |
| 1623 | 26B | 528 | 2/1 | $ 188,800 | $ 236,000 | 0.040673% | 0.042261% | $333.14 | $3,997.63 | $263.51 | $3,162.09 | $596.64 | $7,159.72 |
| 1623 | 27B v | 528 | 2/1 | $ 190,400 | $ 238,000 | 0.041018% | 0.042619% | $335.96 | $4,031.51 | $265.74 | $3,188.89 | $601.70 | $7,220.40 |
| 1623 | 28B v | 528 | 2/1 | $ 192,000 | $ 240,000 | 0.041363% | 0.042977% | $338.78 | $4,065.39 | $267.97 | $3,215.68 | $606.76 | $7,281.07 |
| 1623 | 29B | 528 | 2/1 | $ 193,600 | $ 242,000 | 0.041707% | 0.043335% | $341.61 | $4,099.27 | $270.21 | $3,242.48 | $611.81 | $7,341.75 |
| 1623 | 30B | 528 | 2/1 | $ 195,200 | $ 244,000 | 0.042052% | 0.043694% | $344.43 | $4,133.15 | $272.44 | $3,269.28 | $616.87 | $7,402.42 |
| 1623 | 31B | 528 | 2/1 | $ 196,800 | $ 246,000 | 0.042397% | 0.044052% | $347.25 | $4,167.02 | $274.67 | $3,296.08 | $621.92 | $7,463.10 |
| 1623 | 32B | 528 | 2/1 | $ 198,400 | $ 248,000 | 0.042741% | 0.044410% | $350.08 | $4,200.90 | $276.91 | $3,322.87 | $626.98 | $7,523.78 |
| 1623 | 33B | 528 | 2/1 | $ 200,800 | $ 251,000 | 0.043258% | 0.044947% | $354.31 | $4,251.72 | $280.26 | $3,363.07 | $634.57 | $7,614.79 |
| 1623 | 34B | 528 | 2/1 | $ 203,200 | $ 254,000 | 0.043775% | 0.045484% | $358.54 | $4,302.54 | $283.61 | $3,403.26 | $642.15 | $7,705.80 |
| 1623 | 35B | 528 | 2/1 | $ 205,600 | $ 257,000 | 0.044292% | 0.046022% | $362.78 | $4,353.35 | $286.96 | $3,443.46 | $649.73 | $7,796.82 |
| 1623 | 36B | 528 | 2/1 | $ 208,000 | $ 260,000 | 0.044810% | 0.046559% | $367.01 | $4,404.17 | $290.30 | $3,483.66 | $657.32 | $7,887.83 |
| 1623 | 37B | 528 | 2/1 | $ 210,400 | $ 263,000 | 0.045327% | 0.047096% | $371.25 | $4,454.99 | $293.65 | $3,523.85 | $664.90 | $7,978.84 |
| 1623 | 38B | 528 | 2/1 | $ 212,800 | $ 266,000 | 0.045844% | 0.047633% | $375.48 | $4,505.81 | $297.00 | $3,564.05 | $672.49 | $8,069.86 |
| 1623 | 39B | 528 | 2/1 | $ 216,000 | $ 270,000 | 0.046533% | 0.048349% | $381.13 | $4,573.56 | $301.47 | $3,617.64 | $682.60 | $8,191.21 |
| 1623 | 40B | 528 | 2/1 | $ 219,200 | $ 274,000 | 0.047222% | 0.049066% | $386.78 | $4,641.32 | $305.94 | $3,671.24 | $692.71 | $8,312.56 |
| 1623 | 41B | 528 | 2/1 | $ 222,400 | $ 278,000 | 0.047912% | 0.049782% | $392.42 | $4,709.08 | $310.40 | $3,724.83 | $702.83 | $8,433.91 |
| 1623 | 42B | 528 | 2/1 | $ 225,600 | $ 282,000 | 0.048601% | 0.050498% | $398.07 | $4,776.83 | $314.87 | $3,778.43 | $712.94 | $8,555.26 |
| 1623 | 3C | 747 | 3.5/1 | $ 236,400 | $ 295,500 | 0.050928% | 0.052916% | $417.13 | $5,005.51 | $329.94 | $3,959.31 | $747.07 | $8,964.82 |
| 1623 | 4C | 789 | 3.5/1 | $ 271,600 | $ 339,500 | 0.058511% | 0.060795% | $479.24 | $5,750.83 | $379.07 | $4,548.85 | $858.31 | $10,299.68 |
| 1623 | 5C | 789 | 3.5/1 | $ 272,800 | $ 341,000 | 0.058769% | 0.061064% | $481.35 | $5,776.24 | $380.75 | $4,568.95 | $862.10 | $10,345.19 |
| 1623 | 6C | 789 | 3.5/1 | $ 274,000 | $ 342,500 | 0.059028% | 0.061332% | $483.47 | $5,801.65 | $382.42 | $4,589.05 | $865.89 | $10,390.70 |
| 1623 | 7C | 789 | 3.5/1 | $ 275,200 | $ 344,000 | 0.059286% | 0.061601% | $485.59 | $5,827.06 | $384.10 | $4,609.15 | $869.68 | $10,436.20 |
| 1623 | 8C | 789 | 3.5/1 | $ 276,400 | $ 345,500 | 0.059545% | 0.061869% | $487.71 | $5,852.47 | $385.77 | $4,629.24 | $873.48 | $10,481.71 |
| 1623 | 9C | 789 | 3.5/1 | $ 277,600 | $ 347,000 | 0.059803% | 0.062138% | $489.82 | $5,877.88 | $387.45 | $4,649.34 | $877.27 | $10,527.22 |
| 1623 | 10C | 789 | 3.5/1 | $ 278,800 | $ 348,500 | 0.060062% | 0.062407% | $491.94 | $5,903.28 | $389.12 | $4,669.44 | $881.06 | $10,572.72 |
| 1623 | 11C v | 789 | 3.5/1 | $ 280,000 | $ 350,000 | 0.060320% | 0.062675% | $494.06 | $5,928.69 | $390.79 | $4,689.54 | $884.85 | $10,618.23 |
| 1623 | 12C | 789 | 3.5/1 | $ 281,200 | $ 351,500 | 0.060579% | 0.062944% | $496.18 | $5,954.10 | $392.47 | $4,709.64 | $888.64 | $10,663.74 |
| 1623 | 13C | 789 | 3.5/1 | $ 282,400 | $ 353,000 | 0.060838% | 0.063212% | $498.29 | $5,979.51 | $394.14 | $4,729.73 | $892.44 | $10,709.24 |
| 1623 | 14C | 789 | 3.5/1 | $ 284,000 | $ 355,000 | 0.061182% | 0.063571% | $501.12 | $6,013.39 | $396.38 | $4,756.53 | $897.49 | $10,769.92 |
| 1623 | 15C | 789 | 3.5/1 | $ 285,600 | $ 357,000 | 0.061527% | 0.063929% | $503.94 | $6,047.27 | $398.61 | $4,783.33 | $902.55 | $10,830.60 |
| 1623 | 16C | 789 | 3.5/1 | $ 287,200 | $ 359,000 | 0.061872% | 0.064287% | $506.76 | $6,081.15 | $400.84 | $4,810.13 | $907.61 | $10,891.27 |
| 1623 | 17C | 789 | 3.5/1 | $ 288,800 | $ 361,000 | 0.062216% | 0.064645% | $509.59 | $6,115.02 | $403.08 | $4,836.92 | $912.66 | $10,951.95 |
| 1623 | 18C | 789 | 3.5/1 | $ 290,400 | $ 363,000 | 0.062561% | 0.065003% | $512.41 | $6,148.90 | $405.31 | $4,863.72 | $917.72 | $11,012.62 |
| 1623 | 19C | 789 | 3.5/1 | $ 292,000 | $ 365,000 | 0.062906% | 0.065361% | $515.23 | $6,182.78 | $407.54 | $4,890.52 | $922.77 | $11,073.30 |
| 1623 | 20C | 789 | 3.5/1 | $ 293,600 | $ 367,000 | 0.063250% | 0.065719% | $518.05 | $6,216.66 | $409.78 | $4,917.32 | $927.83 | $11,133.97 |
| 1623 | 21C | 789 | 3.5/1 | $ 295,200 | $ 369,000 | 0.063595% | 0.066078% | $520.88 | $6,250.54 | $412.01 | $4,944.11 | $932.89 | $11,194.65 |
| 1623 | 22C | 789 | 3.5/1 | $ 296,800 | $ 371,000 | 0.063940% | 0.066436% | $523.70 | $6,284.41 | $414.24 | $4,970.91 | $937.94 | $11,255.32 |
| 1623 | 23C | 789 | 3.5/1 | $ 298,400 | $ 373,000 | 0.064284% | 0.066794% | $526.52 | $6,318.29 | $416.48 | $4,997.71 | $943.00 | $11,316.00 |
| 1623 | 24C | 813 | 3.5/1 | $ 309,600 | $ 387,000 | 0.066697% | 0.069301% | $546.29 | $6,555.44 | $432.11 | $5,185.29 | $978.39 | $11,740.73 |
| 1623 | 25C | 813 | 3.5/1 | $ 311,600 | $ 389,500 | 0.067128% | 0.069749% | $549.82 | $6,597.79 | $434.90 | $5,218.79 | $984.71 | $11,816.57 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1623 | 26C | 813 | 3.5/1 | $ 313,600 | $ 392,000 | 0.067559% | 0.070196% | $553.34 | $6,640.14 | $437.69 | $5,252.28 | $991.03 | $11,892.42 |
| 1623 | 27C | 813 | 3.5/1 | $ 315,600 | $ 394,500 | 0.067990% | 0.070644% | $556.87 | $6,682.48 | $440.48 | $5,285.78 | $997.36 | $11,968.26 |
| 1623 | 28C | 813 | 3.5/1 | $ 317,600 | $ 397,000 | 0.068421% | 0.071092% | $560.40 | $6,724.83 | $443.27 | $5,319.28 | $1,003.68 | $12,044.11 |
| 1623 | 29C | 793 | 3.5/1 | $ 312,000 | $ 390,000 | 0.067214% | 0.069838% | $550.52 | $6,606.26 | $435.46 | $5,225.49 | $985.98 | $11,831.74 |
| 1623 | 30C | 793 | 3.5/1 | $ 314,400 | $ 393,000 | 0.067731% | 0.070375% | $554.76 | $6,657.08 | $438.81 | $5,265.68 | $993.56 | $11,922.76 |
| 1623 | 31C | 793 | 3.5/1 | $ 316,800 | $ 396,000 | 0.068248% | 0.070913% | $558.99 | $6,707.89 | $442.16 | $5,305.88 | $1,001.15 | $12,013.77 |
| 1623 | 32C | 793 | 3.5/1 | $ 319,200 | $ 399,000 | 0.068765% | 0.071450% | $563.23 | $6,758.71 | $445.51 | $5,346.07 | $1,008.73 | $12,104.78 |
| 1623 | 33C v | 793 | 3.5/1 | $ 321,600 | $ 402,000 | 0.069282% | 0.071987% | $567.46 | $6,809.53 | $448.86 | $5,386.27 | $1,016.32 | $12,195.80 |
| 1623 | 34C | 793 | 3.5/1 | $ 324,000 | $ 405,000 | 0.069799% | 0.072524% | $571.70 | $6,860.34 | $452.21 | $5,426.47 | $1,023.90 | $12,286.81 |
| 1623 | 35C | 793 | 3.5/1 | $ 326,400 | $ 408,000 | 0.070316% | 0.073061% | $575.93 | $6,911.16 | $455.56 | $5,466.66 | $1,031.49 | $12,377.82 |
| 1623 | 36C | 793 | 3.5/1 | $ 330,400 | $ 413,000 | 0.071178% | 0.073957% | $582.99 | $6,995.86 | $461.14 | $5,533.66 | $1,044.13 | $12,529.51 |
| 1623 | 37C | 793 | 3.5/1 | $ 334,400 | $ 418,000 | 0.072040% | 0.074852% | $590.05 | $7,080.55 | $466.72 | $5,600.65 | $1,056.77 | $12,681.20 |
| 1623 | 38C | 793 | 3.5/1 | $ 338,400 | $ 423,000 | 0.072902% | 0.075748% | $597.10 | $7,165.25 | $472.30 | $5,667.64 | $1,069.41 | $12,832.89 |
| 1623 | 39C | 793 | 3.5/1 | $ 342,400 | $ 428,000 | 0.073763% | 0.076643% | $604.16 | $7,249.94 | $477.89 | $5,734.64 | $1,082.05 | $12,984.58 |
| 1623 | 40C | 793 | 3.5/1 | $ 346,400 | $ 433,000 | 0.074625% | 0.077538% | $611.22 | $7,334.64 | $483.47 | $5,801.63 | $1,094.69 | $13,136.27 |
| 1623 | 41C | 793 | 3.5/1 | $ 350,400 | $ 438,000 | 0.075487% | 0.078434% | $618.28 | $7,419.34 | $489.05 | $5,868.62 | $1,107.33 | $13,287.96 |
| 1623 | 42C | 793 | 3.5/1 | $ 354,400 | $ 443,000 | 0.076349% | 0.079329% | $625.34 | $7,504.03 | $494.63 | $5,935.62 | $1,119.97 | $13,439.65 |
| 1623 | 3D | 750 | 3.5/1 | $ 232,000 | $ 290,000 | 0.049980% | 0.051931% | $409.36 | $4,912.35 | $323.80 | $3,885.62 | $733.16 | $8,797.96 |
| 1623 | 4D | 790 | 3.5/1 | $ 265,600 | $ 332,000 | 0.057216% | 0.059452% | $468.65 | $5,623.79 | $370.70 | $4,448.36 | $839.35 | $10,072.15 |
| 1623 | 5D | 790 | 3.5/1 | $ 266,800 | $ 333,500 | 0.057477% | 0.059721% | $470.77 | $5,649.20 | $372.37 | $4,468.46 | $843.14 | $10,117.66 |
| 1623 | 6D | 790 | 3.5/1 | $ 268,000 | $ 335,000 | 0.057735% | 0.059989% | $472.88 | $5,674.61 | $374.05 | $4,488.56 | $846.93 | $10,163.16 |
| 1623 | 7D | 790 | 3.5/1 | $ 269,200 | $ 336,500 | 0.057994% | 0.060258% | $475.00 | $5,700.01 | $375.72 | $4,508.66 | $850.72 | $10,208.67 |
| 1623 | 8D | 790 | 3.5/1 | $ 270,400 | $ 338,000 | 0.058252% | 0.060526% | $477.12 | $5,725.42 | $377.40 | $4,528.75 | $854.51 | $10,254.18 |
| 1623 | 9D | 790 | 3.5/1 | $ 271,600 | $ 339,500 | 0.058511% | 0.060795% | $479.24 | $5,750.83 | $379.07 | $4,548.85 | $858.31 | $10,299.68 |
| 1623 | 10D | 790 | 3.5/1 | $ 272,800 | $ 341,000 | 0.058769% | 0.061064% | $481.35 | $5,776.24 | $380.75 | $4,568.95 | $862.10 | $10,345.19 |
| 1623 | 11D | 790 | 3.5/1 | $ 274,000 | $ 342,500 | 0.059028% | 0.061332% | $483.47 | $5,801.65 | $382.42 | $4,589.05 | $865.89 | $10,390.70 |
| 1623 | 12D v | 790 | 3.5/1 | $ 275,200 | $ 344,000 | 0.059286% | 0.061601% | $485.59 | $5,827.06 | $384.10 | $4,609.15 | $869.68 | $10,436.20 |
| 1623 | 13D | 790 | 3.5/1 | $ 276,400 | $ 345,500 | 0.059545% | 0.061869% | $487.71 | $5,852.47 | $385.77 | $4,629.24 | $873.48 | $10,481.71 |
| 1623 | 14D | 790 | 3.5/1 | $ 278,000 | $ 347,500 | 0.059890% | 0.062228% | $490.53 | $5,886.35 | $388.00 | $4,656.04 | $878.53 | $10,542.39 |
| 1623 | 15D | 790 | 3.5/1 | $ 279,600 | $ 349,500 | 0.060234% | 0.062586% | $493.35 | $5,920.22 | $390.24 | $4,682.84 | $883.59 | $10,603.06 |
| 1623 | 16D | 790 | 3.5/1 | $ 281,200 | $ 351,500 | 0.060579% | 0.062944% | $496.18 | $5,954.10 | $392.47 | $4,709.64 | $888.64 | $10,663.74 |
| 1623 | 17D | 790 | 3.5/1 | $ 282,800 | $ 353,500 | 0.060924% | 0.063302% | $499.00 | $5,987.98 | $394.70 | $4,736.43 | $893.70 | $10,724.41 |
| 1623 | 18D | 790 | 3.5/1 | $ 284,400 | $ 355,500 | 0.061268% | 0.063660% | $501.82 | $6,021.86 | $396.94 | $4,763.23 | $898.76 | $10,785.09 |
| 1623 | 19D | 790 | 3.5/1 | $ 286,000 | $ 357,500 | 0.061613% | 0.064018% | $504.64 | $6,055.74 | $399.17 | $4,790.03 | $903.81 | $10,845.76 |
| 1623 | 20D | 790 | 3.5/1 | $ 287,600 | $ 359,500 | 0.061958% | 0.064376% | $507.47 | $6,089.61 | $401.40 | $4,816.83 | $908.87 | $10,906.44 |
| 1623 | 21D | 790 | 3.5/1 | $ 289,200 | $ 361,500 | 0.062302% | 0.064735% | $510.29 | $6,123.49 | $403.64 | $4,843.62 | $913.93 | $10,967.12 |
| 1623 | 22D | 790 | 3.5/1 | $ 290,800 | $ 363,500 | 0.062647% | 0.065093% | $513.11 | $6,157.37 | $405.87 | $4,870.42 | $918.98 | $11,027.79 |
| 1623 | 23D | 790 | 3.5/1 | $ 292,400 | $ 365,500 | 0.062992% | 0.065451% | $515.94 | $6,191.25 | $408.10 | $4,897.22 | $924.04 | $11,088.47 |
| 1623 | 24D | 814 | 3.5/1 | $ 303,200 | $ 379,000 | 0.065318% | 0.067868% | $534.99 | $6,419.93 | $423.17 | $5,078.10 | $958.17 | $11,498.03 |
| 1623 | 25D | 814 | 3.5/1 | $ 305,200 | $ 381,500 | 0.065749% | 0.068316% | $538.52 | $6,462.28 | $425.97 | $5,111.60 | $964.49 | $11,573.87 |
| 1623 | 26D | 814 | 3.5/1 | $ 307,200 | $ 384,000 | 0.066180% | 0.068764% | $542.05 | $6,504.62 | $428.76 | $5,145.09 | $970.81 | $11,649.72 |
| 1623 | 27D | 814 | 3.5/1 | $ 309,200 | $ 386,500 | 0.066611% | 0.069211% | $545.58 | $6,546.97 | $431.55 | $5,178.59 | $977.13 | $11,725.56 |
| 1623 | 28D v | 814 | 3.5/1 | $ 311,200 | $ 389,000 | 0.067042% | 0.069659% | $549.11 | $6,589.32 | $434.34 | $5,212.09 | $983.45 | $11,801.41 |
| 1623 | 29D | 794 | 3.5/1 | $ 306,000 | $ 382,500 | 0.065922% | 0.068495% | $539.93 | $6,479.21 | $427.08 | $5,125.00 | $967.02 | $11,604.21 |
| 1623 | 30D | 794 | 3.5/1 | $ 308,400 | $ 385,500 | 0.066439% | 0.069032% | $544.17 | $6,530.03 | $430.43 | $5,165.19 | $974.60 | $11,695.22 |
| 1623 | 31D | 794 | 3.5/1 | $ 310,800 | $ 388,500 | 0.066956% | 0.069570% | $548.40 | $6,580.85 | $433.78 | $5,205.39 | $982.19 | $11,786.24 |
| 1623 | 32D | 794 | 3.5/1 | $ 313,200 | $ 391,500 | 0.067473% | 0.070107% | $552.64 | $6,631.67 | $437.13 | $5,245.58 | $989.77 | $11,877.25 |
| 1623 | 33D | 794 | 3.5/1 | $ 315,600 | $ 394,500 | 0.067990% | 0.070644% | $556.87 | $6,682.48 | $440.48 | $5,285.78 | $997.36 | $11,968.26 |
| 1623 | 34D | 794 | 3.5/1 | $ 318,000 | $ 397,500 | 0.068507% | 0.071181% | $561.11 | $6,733.30 | $443.83 | $5,325.98 | $1,004.94 | $12,059.28 |
| 1623 | 35D | 794 | 3.5/1 | $ 320,400 | $ 400,500 | 0.069024% | 0.071718% | $565.34 | $6,784.12 | $447.18 | $5,366.17 | $1,012.52 | $12,150.29 |
| 1623 | 36D | 794 | 3.5/1 | $ 322,800 | $ 403,500 | 0.069541% | 0.072256% | $569.58 | $6,834.94 | $450.53 | $5,406.37 | $1,020.11 | $12,241.30 |
| 1623 | 37D | 794 | 3.5/1 | $ 326,400 | $ 408,000 | 0.070316% | 0.073061% | $575.93 | $6,911.16 | $455.56 | $5,466.66 | $1,031.49 | $12,377.82 |
| 1623 | 38D | 794 | 3.5/1 | $ 330,000 | $ 412,500 | 0.071092% | 0.073867% | $582.28 | $6,987.39 | $460.58 | $5,526.96 | $1,042.86 | $12,514.34 |
| 1623 | 39D | 794 | 3.5/1 | $ 333,600 | $ 417,000 | 0.071868% | 0.074673% | $588.63 | $7,063.61 | $465.60 | $5,587.25 | $1,054.24 | $12,650.86 |
| 1623 | 40D | 794 | 3.5/1 | $ 337,200 | $ 421,500 | 0.072643% | 0.075479% | $594.99 | $7,139.84 | $470.63 | $5,647.54 | $1,065.62 | $12,787.38 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1623 | 41D | 794 | 3.5/1 | $ 340,800 | $ 426,000 | 0.073419% | 0.076285% | $601.34 | $7,216.07 | $475.65 | $5,707.84 | $1,076.99 | $12,923.90 |
| 1623 | 42D | 794 | 3.5/1 | $ 344,400 | $ 430,500 | 0.074194% | 0.077091% | $607.69 | $7,292.29 | $480.68 | $5,768.13 | $1,088.37 | $13,060.42 |
| 1623 | 3E | 450 | 2/1 | $ 119,200 | $ 149,000 | 0.025679% | 0.026682% | $210.33 | $2,523.93 | $166.37 | $1,996.40 | $376.69 | $4,520.33 |
| 1623 | 4E | 450 | 2/1 | $ 129,600 | $ 162,000 | 0.027920% | 0.029010% | $228.68 | $2,744.14 | $180.88 | $2,170.59 | $409.56 | $4,914.72 |
| 1623 | 5E | 450 | 2/1 | $ 130,400 | $ 163,000 | 0.028092% | 0.029189% | $230.09 | $2,761.08 | $182.00 | $2,183.98 | $412.09 | $4,945.06 |
| 1623 | 6E | 450 | 2/1 | $ 131,200 | $ 164,000 | 0.028264% | 0.029368% | $231.50 | $2,778.02 | $183.12 | $2,197.38 | $414.62 | $4,975.40 |
| 1623 | 7E | 450 | 2/1 | $ 132,000 | $ 165,000 | 0.028437% | 0.029547% | $232.91 | $2,794.96 | $184.23 | $2,210.78 | $417.14 | $5,005.74 |
| 1623 | 8E | 450 | 2/1 | $ 132,800 | $ 166,000 | 0.028609% | 0.029726% | $234.32 | $2,811.89 | $185.35 | $2,224.18 | $419.67 | $5,036.08 |
| 1623 | 9E | 450 | 2/1 | $ 133,600 | $ 167,000 | 0.028781% | 0.029905% | $235.74 | $2,828.83 | $186.46 | $2,237.58 | $422.20 | $5,066.41 |
| 1623 | 10E | 450 | 2/1 | $ 134,400 | $ 168,000 | 0.028954% | 0.030084% | $237.15 | $2,845.77 | $187.58 | $2,250.98 | $424.73 | $5,096.75 |
| 1623 | 11E | 450 | 2/1 | $ 135,200 | $ 169,000 | 0.029126% | 0.030263% | $238.56 | $2,862.71 | $188.70 | $2,264.38 | $427.26 | $5,127.09 |
| 1623 | 12E | 450 | 2/1 | $ 136,000 | $ 170,000 | 0.029299% | 0.030442% | $239.97 | $2,879.65 | $189.81 | $2,277.78 | $429.79 | $5,157.43 |
| 1623 | 13E | 450 | 2/1 | $ 136,800 | $ 171,000 | 0.029471% | 0.030621% | $241.38 | $2,896.59 | $190.93 | $2,291.17 | $432.31 | $5,187.76 |
| 1623 | 14E | 450 | 2/1 | $ 138,000 | $ 172,500 | 0.029729% | 0.030890% | $243.50 | $2,922.00 | $192.61 | $2,311.27 | $436.11 | $5,233.27 |
| 1623 | 15E v | 450 | 2/1 | $ 139,200 | $ 174,000 | 0.029988% | 0.031159% | $245.62 | $2,947.41 | $194.28 | $2,331.37 | $439.90 | $5,278.78 |
| 1623 | 16E | 450 | 2/1 | $ 140,400 | $ 175,500 | 0.030246% | 0.031427% | $247.73 | $2,972.82 | $195.96 | $2,351.47 | $443.69 | $5,324.28 |
| 1623 | 17E | 450 | 2/1 | $ 141,600 | $ 177,000 | 0.030505% | 0.031696% | $249.85 | $2,998.22 | $197.63 | $2,371.57 | $447.48 | $5,369.79 |
| 1623 | 18E | 450 | 2/1 | $ 142,800 | $ 178,500 | 0.030763% | 0.031964% | $251.97 | $3,023.63 | $199.31 | $2,391.66 | $451.27 | $5,415.30 |
| 1623 | 19E | 450 | 2/1 | $ 144,000 | $ 180,000 | 0.031022% | 0.032233% | $254.09 | $3,049.04 | $200.98 | $2,411.76 | $455.07 | $5,460.80 |
| 1623 | 20E | 450 | 2/1 | $ 145,200 | $ 181,500 | 0.031280% | 0.032502% | $256.20 | $3,074.45 | $202.66 | $2,431.86 | $458.86 | $5,506.31 |
| 1623 | 21E | 450 | 2/1 | $ 146,400 | $ 183,000 | 0.031539% | 0.032770% | $258.32 | $3,099.86 | $204.33 | $2,451.96 | $462.65 | $5,551.82 |
| 1623 | 22E | 450 | 2/1 | $ 147,600 | $ 184,500 | 0.031798% | 0.033039% | $260.44 | $3,125.27 | $206.00 | $2,472.06 | $466.44 | $5,597.32 |
| 1623 | 23E | 450 | 2/1 | $ 149,200 | $ 186,500 | 0.032142% | 0.033397% | $263.26 | $3,159.15 | $208.24 | $2,498.85 | $471.50 | $5,658.00 |
| 1623 | 24E | 450 | 2/1 | $ 150,800 | $ 188,500 | 0.032487% | 0.033755% | $266.09 | $3,193.02 | $210.47 | $2,525.65 | $476.56 | $5,718.68 |
| 1623 | 25E | 450 | 2/1 | $ 152,400 | $ 190,500 | 0.032832% | 0.034113% | $268.91 | $3,226.90 | $212.70 | $2,552.45 | $481.61 | $5,779.35 |
| 1623 | 26E | 450 | 2/1 | $ 154,000 | $ 192,500 | 0.033176% | 0.034471% | $271.73 | $3,260.78 | $214.94 | $2,579.25 | $486.67 | $5,840.03 |
| 1623 | 27E | 450 | 2/1 | $ 156,000 | $ 195,000 | 0.033607% | 0.034919% | $275.26 | $3,303.13 | $217.73 | $2,612.74 | $492.99 | $5,915.87 |
| 1623 | 28E | 450 | 2/1 | $ 158,000 | $ 197,500 | 0.034038% | 0.035367% | $278.79 | $3,345.48 | $220.52 | $2,646.24 | $499.31 | $5,991.72 |
| 1623 | 29E | 450 | 2/1 | $ 160,000 | $ 200,000 | 0.034469% | 0.035814% | $282.32 | $3,387.82 | $223.31 | $2,679.74 | $505.63 | $6,067.56 |
| 1623 | 30E | 450 | 2/1 | $ 162,000 | $ 202,500 | 0.034900% | 0.036262% | $285.85 | $3,430.17 | $226.10 | $2,713.23 | $511.95 | $6,143.41 |
| 1623 | 31E | 450 | 2/1 | $ 164,000 | $ 205,000 | 0.035331% | 0.036710% | $289.38 | $3,472.52 | $228.89 | $2,746.73 | $518.27 | $6,219.25 |
| 1623 | 32E v | 450 | 2/1 | $ 166,000 | $ 207,500 | 0.035761% | 0.037157% | $292.91 | $3,514.87 | $231.69 | $2,780.23 | $524.59 | $6,295.09 |
| 1623 | 33E | 450 | 2/1 | $ 168,400 | $ 210,500 | 0.036278% | 0.037695% | $297.14 | $3,565.69 | $235.04 | $2,820.42 | $532.18 | $6,386.11 |
| 1623 | 34E | 450 | 2/1 | $ 170,800 | $ 213,500 | 0.036795% | 0.038232% | $301.38 | $3,616.50 | $238.38 | $2,860.62 | $539.76 | $6,477.12 |
| 1623 | 35E | 450 | 2/1 | $ 173,200 | $ 216,500 | 0.037313% | 0.038769% | $305.61 | $3,667.32 | $241.73 | $2,900.81 | $547.34 | $6,568.13 |
| 1623 | 36E | 450 | 2/1 | $ 175,600 | $ 219,500 | 0.037830% | 0.039306% | $309.84 | $3,718.14 | $245.08 | $2,941.01 | $554.93 | $6,659.15 |
| 1623 | 37E v | 450 | 2/1 | $ 178,000 | $ 222,500 | 0.038347% | 0.039844% | $314.08 | $3,768.95 | $248.43 | $2,981.21 | $562.51 | $6,750.16 |
| 1623 | 38E | 456 | 2/1 | $ 181,200 | $ 226,500 | 0.039036% | 0.040560% | $319.73 | $3,836.71 | $252.90 | $3,034.80 | $572.63 | $6,871.51 |
| 1623 | 39E | 456 | 2/1 | $ 184,400 | $ 230,500 | 0.039725% | 0.041276% | $325.37 | $3,904.47 | $257.37 | $3,088.40 | $582.74 | $6,992.86 |
| 1623 | 40E | 456 | 2/1 | $ 187,600 | $ 234,500 | 0.040415% | 0.041992% | $331.02 | $3,972.22 | $261.83 | $3,141.99 | $592.85 | $7,114.21 |
| 1623 | 41E | 456 | 2/1 | $ 190,800 | $ 238,500 | 0.041104% | 0.042709% | $336.67 | $4,039.98 | $266.30 | $3,195.59 | $602.96 | $7,235.57 |
| 1623 | 42E | 456 | 2/1 | $ 194,000 | $ 242,500 | 0.041793% | 0.043425% | $342.31 | $4,107.74 | $270.77 | $3,249.18 | $613.08 | $7,356.92 |
| 1623 | 3F | 1,042 | 3.5/1 | $ 315,200 | $ 394,000 | 0.067904% | 0.070554% | $556.17 | $6,674.01 | $439.92 | $5,279.08 | $996.09 | $11,953.09 |
| 1623 | 4F | 1,157 | 4.5/2 | $ 398,000 | $ 497,500 | 0.085741% | 0.089088% | $702.27 | $8,427.21 | $555.49 | $6,665.84 | $1,257.75 | $15,093.06 |
| 1623 | 5F | 1,157 | 4.5/2 | $ 400,400 | $ 500,500 | 0.086258% | 0.089626% | $706.50 | $8,478.03 | $558.84 | $6,706.04 | $1,265.34 | $15,184.07 |
| 1623 | 6F | 1,157 | 4.5/2 | $ 402,800 | $ 503,500 | 0.086775% | 0.090163% | $710.74 | $8,528.85 | $562.19 | $6,746.24 | $1,272.92 | $15,275.08 |
| 1623 | 7F | 1,157 | 4.5/2 | $ 405,200 | $ 506,500 | 0.087292% | 0.090700% | $714.97 | $8,579.67 | $565.54 | $6,786.43 | $1,280.51 | $15,366.10 |
| 1623 | 8F | 1,157 | 4.5/2 | $ 407,600 | $ 509,500 | 0.087809% | 0.091237% | $719.21 | $8,630.48 | $568.89 | $6,826.63 | $1,288.09 | $15,457.11 |
| 1623 | 9F | 1,157 | 4.5/2 | $ 410,400 | $ 513,000 | 0.088413% | 0.091864% | $724.15 | $8,689.77 | $572.79 | $6,873.52 | $1,296.94 | $15,563.29 |
| 1623 | 10F | 1,157 | 4.5/2 | $ 413,200 | $ 516,500 | 0.089016% | 0.092491% | $729.09 | $8,749.06 | $576.70 | $6,920.42 | $1,305.79 | $15,669.48 |
| 1623 | 11F | 1,157 | 4.5/2 | $ 416,000 | $ 520,000 | 0.089619% | 0.093118% | $734.03 | $8,808.34 | $580.61 | $6,967.31 | $1,314.64 | $15,775.66 |
| 1623 | 12F | 1,157 | 4.5/2 | $ 418,800 | $ 523,500 | 0.090222% | 0.093744% | $738.97 | $8,867.63 | $584.52 | $7,014.21 | $1,323.49 | $15,881.84 |
| 1623 | 13F v | 1,157 | 4.5/2 | $ 422,000 | $ 527,500 | 0.090912% | 0.094461% | $744.62 | $8,935.39 | $588.98 | $7,067.80 | $1,333.60 | $16,003.19 |
| 1623 | 14F | 1,157 | 4.5/2 | $ 425,200 | $ 531,500 | 0.091601% | 0.095177% | $750.26 | $9,003.14 | $593.45 | $7,121.40 | $1,343.71 | $16,124.54 |
| 1623 | 15F | 1,157 | 4.5/2 | $ 428,400 | $ 535,500 | 0.092290% | 0.095893% | $755.91 | $9,070.90 | $597.92 | $7,174.99 | $1,353.82 | $16,245.89 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1623 | 16F | 1,157 | 4.5/2 | $ 431,600 | $ 539,500 | 0.092980% | 0.096609% | $761.55 | $9,138.66 | $602.38 | $7,228.59 | $1,363.94 | $16,367.24 |
| 1623 | 17F | 1,157 | 4.5/2 | $ 434,800 | $ 543,500 | 0.093669% | 0.097326% | $767.20 | $9,206.41 | $606.85 | $7,282.18 | $1,374.05 | $16,488.60 |
| 1623 | 18F | 1,157 | 4.5/2 | $ 438,000 | $ 547,500 | 0.094358% | 0.098042% | $772.85 | $9,274.17 | $611.31 | $7,335.78 | $1,384.16 | $16,609.95 |
| 1623 | 19F | 1,157 | 4.5/2 | $ 441,200 | $ 551,500 | 0.095048% | 0.098758% | $778.49 | $9,341.93 | $615.78 | $7,389.37 | $1,394.27 | $16,731.30 |
| 1623 | 20F | 1,157 | 4.5/2 | $ 444,400 | $ 555,500 | 0.095737% | 0.099475% | $784.14 | $9,409.68 | $620.25 | $7,442.97 | $1,404.39 | $16,852.65 |
| 1623 | 21F | 1,157 | 4.5/2 | $ 447,600 | $ 559,500 | 0.096427% | 0.100191% | $789.79 | $9,477.44 | $624.71 | $7,496.56 | $1,414.50 | $16,974.00 |
| 1623 | 22F | 1,181 | 4.5/2 | $ 460,800 | $ 576,000 | 0.099270% | 0.103146% | $813.08 | $9,756.93 | $643.14 | $7,717.64 | $1,456.21 | $17,474.57 |
| 1623 | 23F | 1,181 | 4.5/2 | $ 464,800 | $ 581,000 | 0.100132% | 0.104041% | $820.14 | $9,841.63 | $648.72 | $7,784.63 | $1,468.86 | $17,626.26 |
| 1623 | 24F | 1,181 | 4.5/2 | $ 468,800 | $ 586,000 | 0.100994% | 0.104936% | $827.19 | $9,926.33 | $654.30 | $7,851.63 | $1,481.50 | $17,777.95 |
| 1623 | 25F | 1,181 | 4.5/2 | $ 472,800 | $ 591,000 | 0.101855% | 0.105832% | $834.25 | $10,011.02 | $659.89 | $7,918.62 | $1,494.14 | $17,929.64 |
| 1623 | 26F | 1,181 | 4.5/2 | $ 476,800 | $ 596,000 | 0.102717% | 0.106727% | $841.31 | $10,095.72 | $665.47 | $7,985.61 | $1,506.78 | $18,081.33 |
| 1623 | 27F | 1,161 | 4.5/2 | $ 473,600 | $ 592,000 | 0.102028% | 0.106011% | $835.66 | $10,027.96 | $661.00 | $7,932.02 | $1,496.66 | $17,959.98 |
| 1623 | 28F | 1,161 | 4.5/2 | $ 478,400 | $ 598,000 | 0.103062% | 0.107085% | $844.13 | $10,129.60 | $667.70 | $8,012.41 | $1,511.83 | $18,142.01 |
| 1623 | 29F | 1,161 | 4.5/2 | $ 483,200 | $ 604,000 | 0.104096% | 0.108160% | $852.60 | $10,231.23 | $674.40 | $8,092.80 | $1,527.00 | $18,324.03 |
| 1623 | 30F | 1,161 | 4.5/2 | $ 488,000 | $ 610,000 | 0.105130% | 0.109234% | $861.07 | $10,332.86 | $681.10 | $8,173.20 | $1,542.17 | $18,506.06 |
| 1623 | 31F | 1,161 | 4.5/2 | $ 492,800 | $ 616,000 | 0.106164% | 0.110308% | $869.54 | $10,434.50 | $687.80 | $8,253.59 | $1,557.34 | $18,688.09 |
| 1623 | 32F | 1,161 | 4.5/2 | $ 497,600 | $ 622,000 | 0.107198% | 0.111383% | $878.01 | $10,536.13 | $694.50 | $8,333.98 | $1,572.51 | $18,870.11 |
| 1623 | 33F | 1,161 | 4.5/2 | $ 503,600 | $ 629,500 | 0.108491% | 0.112726% | $888.60 | $10,663.18 | $702.87 | $8,434.47 | $1,591.47 | $19,097.65 |
| 1623 | 34F | 1,161 | 4.5/2 | $ 509,600 | $ 637,000 | 0.109783% | 0.114069% | $899.19 | $10,790.22 | $711.25 | $8,534.96 | $1,610.43 | $19,325.18 |
| 1623 | 35F | 1,161 | 4.5/2 | $ 515,600 | $ 644,500 | 0.111076% | 0.115412% | $909.77 | $10,917.26 | $719.62 | $8,635.45 | $1,629.39 | $19,552.71 |
| 1623 | 36F | 1,161 | 4.5/2 | $ 521,600 | $ 652,000 | 0.112368% | 0.116755% | $920.36 | $11,044.31 | $727.99 | $8,735.94 | $1,648.35 | $19,780.25 |
| 1623 | 37F | 1,161 | 4.5/2 | $ 527,600 | $ 659,500 | 0.113661% | 0.118098% | $930.95 | $11,171.35 | $736.37 | $8,836.43 | $1,667.32 | $20,007.78 |
| 1623 | 3G v | 838 | 3.5/1 | $ 221,200 | $ 276,500 | 0.047653% | 0.049513% | $390.31 | $4,683.67 | $308.73 | $3,704.74 | $699.03 | $8,388.40 |
| 1623 | 4G | 835 | 3.5/1 | $ 277,200 | $ 346,500 | 0.059717% | 0.062049% | $489.12 | $5,869.41 | $386.89 | $4,642.64 | $876.00 | $10,512.05 |
| 1623 | 5G | 835 | 3.5/1 | $ 278,800 | $ 348,500 | 0.060062% | 0.062407% | $491.94 | $5,903.28 | $389.12 | $4,669.44 | $881.06 | $10,572.72 |
| 1623 | 6G | 835 | 3.5/1 | $ 280,400 | $ 350,500 | 0.060407% | 0.062765% | $494.76 | $5,937.16 | $391.35 | $4,696.24 | $886.12 | $10,633.40 |
| 1623 | 7G | 835 | 3.5/1 | $ 282,000 | $ 352,500 | 0.060751% | 0.063123% | $497.59 | $5,971.04 | $393.59 | $4,723.03 | $891.17 | $10,694.08 |
| 1623 | 8G | 835 | 3.5/1 | $ 283,600 | $ 354,500 | 0.061096% | 0.063481% | $500.41 | $6,004.92 | $395.82 | $4,749.83 | $896.23 | $10,754.75 |
| 1623 | 9G | 835 | 3.5/1 | $ 285,200 | $ 356,500 | 0.061441% | 0.063839% | $503.23 | $6,038.80 | $398.05 | $4,776.63 | $901.29 | $10,815.43 |
| 1623 | 10G | 835 | 3.5/1 | $ 286,800 | $ 358,500 | 0.061785% | 0.064197% | $506.06 | $6,072.68 | $400.29 | $4,803.43 | $906.34 | $10,876.10 |
| 1623 | 11G | 835 | 3.5/1 | $ 288,400 | $ 360,500 | 0.062130% | 0.064556% | $508.88 | $6,106.55 | $402.52 | $4,830.22 | $911.40 | $10,936.78 |
| 1623 | 12G | 835 | 3.5/1 | $ 290,400 | $ 363,000 | 0.062561% | 0.065003% | $512.41 | $6,148.90 | $405.31 | $4,863.72 | $917.72 | $11,012.62 |
| 1623 | 13G | 835 | 3.5/1 | $ 292,400 | $ 365,500 | 0.062992% | 0.065451% | $515.94 | $6,191.25 | $408.10 | $4,897.22 | $924.04 | $11,088.47 |
| 1623 | 14G | 835 | 3.5/1 | $ 294,400 | $ 368,000 | 0.063423% | 0.065899% | $519.47 | $6,233.60 | $410.89 | $4,930.71 | $930.36 | $11,164.31 |
| 1623 | 15G | 835 | 3.5/1 | $ 296,400 | $ 370,500 | 0.063854% | 0.066346% | $523.00 | $6,275.94 | $413.68 | $4,964.21 | $936.68 | $11,240.16 |
| 1623 | 16G | 835 | 3.5/1 | $ 298,400 | $ 373,000 | 0.064284% | 0.066794% | $526.52 | $6,318.29 | $416.48 | $4,997.71 | $943.00 | $11,316.00 |
| 1623 | 17G | 835 | 3.5/1 | $ 300,400 | $ 375,500 | 0.064715% | 0.067242% | $530.05 | $6,360.64 | $419.27 | $5,031.20 | $949.32 | $11,391.85 |
| 1623 | 18G v | 835 | 3.5/1 | $ 302,400 | $ 378,000 | 0.065146% | 0.067689% | $533.58 | $6,402.99 | $422.06 | $5,064.70 | $955.64 | $11,467.69 |
| 1623 | 19G | 835 | 3.5/1 | $ 304,400 | $ 380,500 | 0.065577% | 0.068137% | $537.11 | $6,445.34 | $424.85 | $5,098.20 | $961.96 | $11,543.53 |
| 1623 | 20G | 835 | 3.5/1 | $ 306,400 | $ 383,000 | 0.066008% | 0.068585% | $540.64 | $6,487.68 | $427.64 | $5,131.69 | $968.28 | $11,619.38 |
| 1623 | 21G | 835 | 3.5/1 | $ 308,800 | $ 386,000 | 0.066525% | 0.069122% | $544.88 | $6,538.50 | $430.99 | $5,171.89 | $975.87 | $11,710.39 |
| 1623 | 22G | 835 | 3.5/1 | $ 311,200 | $ 389,000 | 0.067042% | 0.069659% | $549.11 | $6,589.32 | $434.34 | $5,212.09 | $983.45 | $11,801.41 |
| 1623 | 23G | 835 | 3.5/1 | $ 313,600 | $ 392,000 | 0.067559% | 0.070196% | $553.34 | $6,640.14 | $437.69 | $5,252.28 | $991.03 | $11,892.42 |
| 1623 | 24G | 835 | 3.5/1 | $ 316,000 | $ 395,000 | 0.068076% | 0.070734% | $557.58 | $6,690.95 | $441.04 | $5,292.48 | $998.62 | $11,983.43 |
| 1623 | 25G | 835 | 3.5/1 | $ 318,400 | $ 398,000 | 0.068593% | 0.071271% | $561.81 | $6,741.77 | $444.39 | $5,332.67 | $1,006.20 | $12,074.45 |
| 1623 | 26G | 835 | 3.5/1 | $ 321,600 | $ 402,000 | 0.069282% | 0.071987% | $567.46 | $6,809.53 | $448.86 | $5,386.27 | $1,016.32 | $12,195.80 |
| 1623 | 27G | 835 | 3.5/1 | $ 324,800 | $ 406,000 | 0.069972% | 0.072703% | $573.11 | $6,877.28 | $453.32 | $5,439.86 | $1,026.43 | $12,317.15 |
| 1623 | 28G | 835 | 3.5/1 | $ 328,000 | $ 410,000 | 0.070661% | 0.073420% | $578.75 | $6,945.04 | $457.79 | $5,493.46 | $1,036.54 | $12,438.50 |
| 1623 | 29G | 835 | 3.5/1 | $ 331,200 | $ 414,000 | 0.071351% | 0.074136% | $584.40 | $7,012.80 | $462.25 | $5,547.05 | $1,046.65 | $12,559.85 |
| 1623 | 30G | 835 | 3.5/1 | $ 334,400 | $ 418,000 | 0.072040% | 0.074852% | $590.05 | $7,080.55 | $466.72 | $5,600.65 | $1,056.77 | $12,681.20 |
| 1623 | 31G | 835 | 3.5/1 | $ 338,400 | $ 423,000 | 0.072902% | 0.075748% | $597.10 | $7,165.25 | $472.30 | $5,667.64 | $1,069.41 | $12,832.89 |
| 1623 | 32G | 835 | 3.5/1 | $ 342,400 | $ 428,000 | 0.073763% | 0.076643% | $604.16 | $7,249.94 | $477.89 | $5,734.64 | $1,082.05 | $12,984.58 |
| 1623 | 33G | 835 | 3.5/1 | $ 346,400 | $ 433,000 | 0.074625% | 0.077538% | $611.22 | $7,334.64 | $483.47 | $5,801.63 | $1,094.69 | $13,136.27 |
| 1623 | 34G v | 835 | 3.5/1 | $ 350,400 | $ 438,000 | 0.075487% | 0.078434% | $618.28 | $7,419.34 | $489.05 | $5,868.62 | $1,107.33 | $13,287.96 |
| 1623 | 35G | 835 | 3.5/1 | $ 354,400 | $ 443,000 | 0.076349% | 0.079329% | $625.34 | $7,504.03 | $494.63 | $5,935.62 | $1,119.97 | $13,439.65 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1623 | 36G | 835 | 3.5/1 | $ 358,400 | $ 448,000 | 0.077210% | 0.080224% | $632.39 | $7,588.73 | $500.22 | $6,002.61 | $1,132.61 | $13,591.34 |
| 1623 | 37G | 835 | 3.5/1 | $ 362,400 | $ 453,000 | 0.078072% | 0.081120% | $639.45 | $7,673.42 | $505.80 | $6,069.60 | $1,145.25 | $13,743.02 |
| 1623 | 4H | 1,158 | 4.5/2 | $ 416,800 | $ 521,000 | 0.089791% | 0.093297% | $735.44 | $8,825.28 | $581.73 | $6,980.71 | $1,317.17 | $15,806.00 |
| 1623 | 5H | 1,158 | 4.5/2 | $ 419,200 | $ 524,000 | 0.090308% | 0.093834% | $739.68 | $8,876.10 | $585.08 | $7,020.91 | $1,324.75 | $15,897.01 |
| 1623 | 6H | 1,158 | 4.5/2 | $ 421,600 | $ 527,000 | 0.090825% | 0.094371% | $743.91 | $8,926.92 | $588.43 | $7,061.10 | $1,332.34 | $15,988.02 |
| 1623 | 7H | 1,158 | 4.5/2 | $ 424,000 | $ 530,000 | 0.091342% | 0.094908% | $748.14 | $8,977.73 | $591.78 | $7,101.30 | $1,339.92 | $16,079.04 |
| 1623 | 8H | 1,158 | 4.5/2 | $ 426,400 | $ 533,000 | 0.091859% | 0.095445% | $752.38 | $9,028.55 | $595.12 | $7,141.50 | $1,347.50 | $16,170.05 |
| 1623 | 9H | 1,158 | 4.5/2 | $ 429,200 | $ 536,500 | 0.092463% | 0.096072% | $757.32 | $9,087.84 | $599.03 | $7,188.39 | $1,356.35 | $16,276.23 |
| 1623 | 10H | 1,158 | 4.5/2 | $ 432,000 | $ 540,000 | 0.093066% | 0.096699% | $762.26 | $9,147.13 | $602.94 | $7,235.29 | $1,365.20 | $16,382.41 |
| 1623 | 11H | 1,158 | 4.5/2 | $ 434,800 | $ 543,500 | 0.093669% | 0.097326% | $767.20 | $9,206.41 | $606.85 | $7,282.18 | $1,374.05 | $16,488.60 |
| 1623 | 12H | 1,158 | 4.5/2 | $ 437,600 | $ 547,000 | 0.094272% | 0.097952% | $772.14 | $9,265.70 | $610.76 | $7,329.08 | $1,382.90 | $16,594.78 |
| 1623 | 13H | 1,158 | 4.5/2 | $ 440,400 | $ 550,500 | 0.094876% | 0.098579% | $777.08 | $9,324.99 | $614.66 | $7,375.97 | $1,391.75 | $16,700.96 |
| 1623 | 14H | 1,158 | 4.5/2 | $ 443,600 | $ 554,500 | 0.095565% | 0.099296% | $782.73 | $9,392.74 | $619.13 | $7,429.57 | $1,401.86 | $16,822.31 |
| 1623 | 15H | 1,158 | 4.5/2 | $ 446,800 | $ 558,500 | 0.096254% | 0.100012% | $788.37 | $9,460.50 | $623.60 | $7,483.16 | $1,411.97 | $16,943.66 |
| 1623 | 16H | 1,158 | 4.5/2 | $ 450,000 | $ 562,500 | 0.096944% | 0.100728% | $794.02 | $9,528.26 | $628.06 | $7,536.76 | $1,422.08 | $17,065.01 |
| 1623 | 17H | 1,158 | 4.5/2 | $ 453,200 | $ 566,500 | 0.097633% | 0.101444% | $799.67 | $9,596.01 | $632.53 | $7,590.35 | $1,432.20 | $17,186.37 |
| 1623 | 18H | 1,158 | 4.5/2 | $ 456,400 | $ 570,500 | 0.098322% | 0.102161% | $805.31 | $9,663.77 | $637.00 | $7,643.95 | $1,442.31 | $17,307.72 |
| 1623 | 19H | 1,158 | 4.5/2 | $ 459,600 | $ 574,500 | 0.099012% | 0.102877% | $810.96 | $9,731.53 | $641.46 | $7,697.54 | $1,452.42 | $17,429.07 |
| 1623 | 20H | 1,158 | 4.5/2 | $ 462,800 | $ 578,500 | 0.099701% | 0.103593% | $816.61 | $9,799.28 | $645.93 | $7,751.14 | $1,462.53 | $17,550.42 |
| 1623 | 21H | 1,158 | 4.5/2 | $ 466,000 | $ 582,500 | 0.100391% | 0.104310% | $822.25 | $9,867.04 | $650.39 | $7,804.73 | $1,472.65 | $17,671.77 |
| 1623 | 22H | 1,182 | 4.5/2 | $ 479,600 | $ 599,500 | 0.103320% | 0.107354% | $846.25 | $10,155.00 | $669.38 | $8,032.51 | $1,515.63 | $18,187.51 |
| 1623 | 23H | 1,182 | 4.5/2 | $ 483,600 | $ 604,500 | 0.104182% | 0.108249% | $853.31 | $10,239.70 | $674.96 | $8,099.50 | $1,528.27 | $18,339.20 |
| 1623 | 24H | 1,182 | 4.5/2 | $ 487,600 | $ 609,500 | 0.105044% | 0.109145% | $860.37 | $10,324.40 | $680.54 | $8,166.50 | $1,540.91 | $18,490.89 |
| 1623 | 25H | 1,182 | 4.5/2 | $ 491,600 | $ 614,500 | 0.105906% | 0.110040% | $867.42 | $10,409.09 | $686.12 | $8,233.49 | $1,553.55 | $18,642.58 |
| 1623 | 26H | 1,182 | 4.5/2 | $ 495,600 | $ 619,500 | 0.106767% | 0.110935% | $874.48 | $10,493.79 | $691.71 | $8,300.48 | $1,566.19 | $18,794.27 |
| 1623 | 27H | 1,162 | 4.5/2 | $ 492,400 | $ 615,500 | 0.106078% | 0.110219% | $868.84 | $10,426.03 | $687.24 | $8,246.89 | $1,556.08 | $18,672.92 |
| 1623 | 28H | 1,162 | 4.5/2 | $ 497,600 | $ 622,000 | 0.107198% | 0.111383% | $878.01 | $10,536.13 | $694.50 | $8,333.98 | $1,572.51 | $18,870.11 |
| 1623 | 29H | 1,162 | 4.5/2 | $ 502,800 | $ 628,500 | 0.108318% | 0.112547% | $887.19 | $10,646.24 | $701.76 | $8,421.07 | $1,588.94 | $19,067.31 |
| 1623 | 30H | 1,162 | 4.5/2 | $ 508,000 | $ 635,000 | 0.109439% | 0.113711% | $896.36 | $10,756.34 | $709.01 | $8,508.16 | $1,605.38 | $19,264.51 |
| 1623 | 31H | 1,162 | 4.5/2 | $ 513,200 | $ 641,500 | 0.110559% | 0.114875% | $905.54 | $10,866.45 | $716.27 | $8,595.25 | $1,621.81 | $19,461.70 |
| 1623 | 32H | 1,162 | 4.5/2 | $ 518,400 | $ 648,000 | 0.111679% | 0.116039% | $914.71 | $10,976.55 | $723.53 | $8,682.34 | $1,638.24 | $19,658.90 |
| 1623 | 33H | 1,162 | 4.5/2 | $ 523,600 | $ 654,500 | 0.112799% | 0.117203% | $923.89 | $11,086.66 | $730.79 | $8,769.44 | $1,654.67 | $19,856.09 |
| 1623 | 34H | 1,162 | 4.5/2 | $ 529,600 | $ 662,000 | 0.114092% | 0.118546% | $934.47 | $11,213.70 | $739.16 | $8,869.93 | $1,673.64 | $20,083.63 |
| 1623 | 35H | 1,162 | 4.5/2 | $ 535,600 | $ 669,500 | 0.115384% | 0.119889% | $945.06 | $11,340.74 | $747.53 | $8,970.42 | $1,692.60 | $20,311.16 |
| 1623 | 36H | 1,162 | 4.5/2 | $ 541,600 | $ 677,000 | 0.116677% | 0.121232% | $955.65 | $11,467.79 | $755.91 | $9,070.91 | $1,711.56 | $20,538.69 |
| 1623 | 37H | 1,162 | 4.5/2 | $ 547,600 | $ 684,500 | 0.117970% | 0.122575% | $966.24 | $11,594.83 | $764.28 | $9,171.40 | $1,730.52 | $20,766.23 |
| 1623 | 3J | 833 | 3.5/1 | $ 232,400 | $ 290,500 | 0.050066% | 0.052020% | $410.07 | $4,920.82 | $324.36 | $3,892.32 | $734.43 | $8,813.13 |
| 1623 | 4J | 833 | 3.5/1 | $ 283,200 | $ 354,000 | 0.061010% | 0.063392% | $499.70 | $5,996.45 | $395.26 | $4,743.13 | $894.97 | $10,739.58 |
| 1623 | 5J v | 833 | 3.5/1 | $ 284,800 | $ 356,000 | 0.061355% | 0.063750% | $502.53 | $6,030.33 | $397.49 | $4,769.93 | $900.02 | $10,800.26 |
| 1623 | 6J | 833 | 3.5/1 | $ 286,400 | $ 358,000 | 0.061699% | 0.064108% | $505.35 | $6,064.21 | $399.73 | $4,796.73 | $905.08 | $10,860.93 |
| 1623 | 7J | 833 | 3.5/1 | $ 288,000 | $ 360,000 | 0.062044% | 0.064466% | $508.17 | $6,098.08 | $401.96 | $4,823.52 | $910.13 | $10,921.61 |
| 1623 | 8J | 833 | 3.5/1 | $ 289,600 | $ 362,000 | 0.062389% | 0.064824% | $511.00 | $6,131.96 | $404.19 | $4,850.32 | $915.19 | $10,982.28 |
| 1623 | 9J | 833 | 3.5/1 | $ 291,200 | $ 364,000 | 0.062733% | 0.065182% | $513.82 | $6,165.84 | $406.43 | $4,877.12 | $920.25 | $11,042.96 |
| 1623 | 10J | 833 | 3.5/1 | $ 292,800 | $ 366,000 | 0.063078% | 0.065540% | $516.64 | $6,199.72 | $408.66 | $4,903.92 | $925.30 | $11,103.64 |
| 1623 | 11J | 833 | 3.5/1 | $ 294,400 | $ 368,000 | 0.063423% | 0.065899% | $519.47 | $6,233.60 | $410.89 | $4,930.71 | $930.36 | $11,164.31 |
| 1623 | 12J | 833 | 3.5/1 | $ 296,400 | $ 370,500 | 0.063854% | 0.066346% | $523.00 | $6,275.94 | $413.68 | $4,964.21 | $936.68 | $11,240.16 |
| 1623 | 13J | 833 | 3.5/1 | $ 298,400 | $ 373,000 | 0.064284% | 0.066794% | $526.52 | $6,318.29 | $416.48 | $4,997.71 | $943.00 | $11,316.00 |
| 1623 | 14J | 833 | 3.5/1 | $ 300,400 | $ 375,500 | 0.064715% | 0.067242% | $530.05 | $6,360.64 | $419.27 | $5,031.20 | $949.32 | $11,391.85 |
| 1623 | 15J | 833 | 3.5/1 | $ 302,400 | $ 378,000 | 0.065146% | 0.067689% | $533.58 | $6,402.99 | $422.06 | $5,064.70 | $955.64 | $11,467.69 |
| 1623 | 16J | 833 | 3.5/1 | $ 304,400 | $ 380,500 | 0.065577% | 0.068137% | $537.11 | $6,445.34 | $424.85 | $5,098.20 | $961.96 | $11,543.53 |
| 1623 | 17J | 833 | 3.5/1 | $ 306,400 | $ 383,000 | 0.066008% | 0.068585% | $540.64 | $6,487.68 | $427.64 | $5,131.69 | $968.28 | $11,619.38 |
| 1623 | 18J | 833 | 3.5/1 | $ 308,400 | $ 385,500 | 0.066439% | 0.069032% | $544.17 | $6,530.03 | $430.43 | $5,165.19 | $974.60 | $11,695.22 |
| 1623 | 19J | 833 | 3.5/1 | $ 310,400 | $ 388,000 | 0.066870% | 0.069480% | $547.70 | $6,572.38 | $433.22 | $5,198.69 | $980.92 | $11,771.07 |
| 1623 | 20J | 833 | 3.5/1 | $ 312,400 | $ 390,500 | 0.067300% | 0.069928% | $551.23 | $6,614.73 | $436.02 | $5,232.18 | $987.24 | $11,846.91 |
| 1623 | 21J | 833 | 3.5/1 | $ 314,800 | $ 393,500 | 0.067817% | 0.070465% | $555.46 | $6,665.54 | $439.37 | $5,272.38 | $994.83 | $11,937.93 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1623 | 22J | 833 | 3.5/1 | $ 317,200 | $ 396,500 | 0.068334% | 0.071002% | $559.70 | $6,716.36 | $442.71 | $5,312.58 | $1,002.41 | $12,028.94 |
| 1623 | 23J | 833 | 3.5/1 | $ 319,600 | $ 399,500 | 0.068852% | 0.071539% | $563.93 | $6,767.18 | $446.06 | $5,352.77 | $1,010.00 | $12,119.95 |
| 1623 | 24J | 833 | 3.5/1 | $ 322,000 | $ 402,500 | 0.069369% | 0.072077% | $568.17 | $6,818.00 | $449.41 | $5,392.97 | $1,017.58 | $12,210.97 |
| 1623 | 25J | 833 | 3.5/1 | $ 324,400 | $ 405,500 | 0.069886% | 0.072614% | $572.40 | $6,868.81 | $452.76 | $5,433.16 | $1,025.16 | $12,301.98 |
| 1623 | 26J | 833 | 3.5/1 | $ 327,600 | $ 409,500 | 0.070575% | 0.073330% | $578.05 | $6,936.57 | $457.23 | $5,486.76 | $1,035.28 | $12,423.33 |
| 1623 | 27J | 833 | 3.5/1 | $ 330,800 | $ 413,500 | 0.071264% | 0.074046% | $583.69 | $7,004.33 | $461.70 | $5,540.35 | $1,045.39 | $12,544.68 |
| 1623 | 28J | 833 | 3.5/1 | $ 334,000 | $ 417,500 | 0.071954% | 0.074763% | $589.34 | $7,072.08 | $466.16 | $5,593.95 | $1,055.50 | $12,666.03 |
| 1623 | 29J | 833 | 3.5/1 | $ 337,200 | $ 421,500 | 0.072643% | 0.075479% | $594.99 | $7,139.84 | $470.63 | $5,647.54 | $1,065.62 | $12,787.38 |
| 1623 | 30J | 833 | 3.5/1 | $ 341,200 | $ 426,500 | 0.073505% | 0.076374% | $602.04 | $7,224.54 | $476.21 | $5,714.54 | $1,078.26 | $12,939.07 |
| 1623 | 31J | 833 | 3.5/1 | $ 345,200 | $ 431,500 | 0.074367% | 0.077270% | $609.10 | $7,309.23 | $481.79 | $5,781.53 | $1,090.90 | $13,090.76 |
| 1623 | 32J | 833 | 3.5/1 | $ 349,200 | $ 436,500 | 0.075228% | 0.078165% | $616.16 | $7,393.93 | $487.38 | $5,848.52 | $1,103.54 | $13,242.45 |
| 1623 | 33J | 833 | 3.5/1 | $ 353,200 | $ 441,500 | 0.076090% | 0.079060% | $623.22 | $7,478.62 | $492.96 | $5,915.52 | $1,116.18 | $13,394.14 |
| 1623 | 34J | 833 | 3.5/1 | $ 357,200 | $ 446,500 | 0.076952% | 0.079956% | $630.28 | $7,563.32 | $498.54 | $5,982.51 | $1,128.82 | $13,545.83 |
| 1623 | 35J | 833 | 3.5/1 | $ 362,000 | $ 452,500 | 0.077986% | 0.081030% | $638.75 | $7,664.95 | $505.24 | $6,062.90 | $1,143.99 | $13,727.86 |
| 1623 | 36J | 833 | 3.5/1 | $ 366,800 | $ 458,500 | 0.079020% | 0.082105% | $647.22 | $7,766.59 | $511.94 | $6,143.30 | $1,159.16 | $13,909.88 |
| 1623 | 37J | 833 | 3.5/1 | $ 371,600 | $ 464,500 | 0.080054% | 0.083179% | $655.69 | $7,868.22 | $518.64 | $6,223.69 | $1,174.33 | $14,091.91 |
| 1623 | 38J | 833 | 3.5/1 | $ 376,400 | $ 470,500 | 0.081088% | 0.084253% | $664.15 | $7,969.86 | $525.34 | $6,304.08 | $1,189.49 | $14,273.94 |
| 1623 | 39J | 833 | 3.5/1 | $ 381,200 | $ 476,500 | 0.082122% | 0.085328% | $672.62 | $8,071.49 | $532.04 | $6,384.47 | $1,204.66 | $14,455.96 |
| 1623 | 40J | 833 | 3.5/1 | $ 386,000 | $ 482,500 | 0.083156% | 0.086402% | $681.09 | $8,173.13 | $538.74 | $6,464.86 | $1,219.83 | $14,637.99 |
| 1623 | 41J | 833 | 3.5/1 | $ 390,800 | $ 488,500 | 0.084190% | 0.087477% | $689.56 | $8,274.76 | $545.44 | $6,545.26 | $1,235.00 | $14,820.02 |
| 1623 | 42J | 833 | 3.5/1 | $ 395,600 | $ 494,500 | 0.085224% | 0.088551% | $698.03 | $8,376.40 | $552.14 | $6,625.65 | $1,250.17 | $15,002.04 |
| 1623 | 3K | 1,113 | 4.5/2 | $ 366,400 | $ 458,000 | 0.078934% | 0.082015% | $646.51 | $7,758.12 | $511.38 | $6,136.60 | $1,157.89 | $13,894.71 |
| 1623 | 4K | 1,155 | 4.5/2 | $ 424,800 | $ 531,000 | 0.091515% | 0.095087% | $749.56 | $8,994.67 | $592.89 | $7,114.70 | $1,342.45 | $16,109.37 |
| 1623 | 5K | 1,155 | 4.5/2 | $ 427,200 | $ 534,000 | 0.092032% | 0.095625% | $753.79 | $9,045.49 | $596.24 | $7,154.90 | $1,350.03 | $16,200.39 |
| 1623 | 6K | 1,155 | 4.5/2 | $ 429,600 | $ 537,000 | 0.092549% | 0.096162% | $758.03 | $9,096.31 | $599.59 | $7,195.09 | $1,357.62 | $16,291.40 |
| 1623 | 7K | 1,155 | 4.5/2 | $ 432,000 | $ 540,000 | 0.093066% | 0.096699% | $762.26 | $9,147.13 | $602.94 | $7,235.29 | $1,365.20 | $16,382.41 |
| 1623 | 8K | 1,155 | 4.5/2 | $ 434,400 | $ 543,000 | 0.093583% | 0.097236% | $766.50 | $9,197.94 | $606.29 | $7,275.48 | $1,372.79 | $16,473.43 |
| 1623 | 9K | 1,155 | 4.5/2 | $ 437,200 | $ 546,500 | 0.094186% | 0.097863% | $771.44 | $9,257.23 | $610.20 | $7,322.38 | $1,381.63 | $16,579.61 |
| 1623 | 10K | 1,155 | 4.5/2 | $ 440,000 | $ 550,000 | 0.094789% | 0.098490% | $776.38 | $9,316.52 | $614.11 | $7,369.27 | $1,390.48 | $16,685.79 |
| 1623 | 11K | 1,155 | 4.5/2 | $ 442,800 | $ 553,500 | 0.095393% | 0.099116% | $781.32 | $9,375.80 | $618.01 | $7,416.17 | $1,399.33 | $16,791.97 |
| 1623 | 12K | 1,155 | 4.5/2 | $ 445,600 | $ 557,000 | 0.095996% | 0.099743% | $786.26 | $9,435.09 | $621.92 | $7,463.07 | $1,408.18 | $16,898.16 |
| 1623 | 13K | 1,155 | 4.5/2 | $ 448,400 | $ 560,500 | 0.096599% | 0.100370% | $791.20 | $9,494.38 | $625.83 | $7,509.96 | $1,417.03 | $17,004.34 |
| 1623 | 14K | 1,155 | 4.5/2 | $ 451,600 | $ 564,500 | 0.097288% | 0.101086% | $796.84 | $9,562.13 | $630.30 | $7,563.56 | $1,427.14 | $17,125.69 |
| 1623 | 15K | 1,155 | 4.5/2 | $ 454,800 | $ 568,500 | 0.097978% | 0.101803% | $802.49 | $9,629.89 | $634.76 | $7,617.15 | $1,437.25 | $17,247.04 |
| 1623 | 16K | 1,155 | 4.5/2 | $ 458,000 | $ 572,500 | 0.098667% | 0.102519% | $808.14 | $9,697.65 | $639.23 | $7,670.74 | $1,447.37 | $17,368.39 |
| 1623 | 17K | 1,155 | 4.5/2 | $ 461,200 | $ 576,500 | 0.099356% | 0.103235% | $813.78 | $9,765.40 | $643.69 | $7,724.34 | $1,457.48 | $17,489.74 |
| 1623 | 18K | 1,155 | 4.5/2 | $ 464,400 | $ 580,500 | 0.100046% | 0.103951% | $819.43 | $9,833.16 | $648.16 | $7,777.93 | $1,467.59 | $17,611.09 |
| 1623 | 19K | 1,155 | 4.5/2 | $ 468,000 | $ 585,000 | 0.100821% | 0.104757% | $825.78 | $9,909.39 | $653.19 | $7,838.23 | $1,478.97 | $17,747.61 |
| 1623 | 20K | 1,155 | 4.5/2 | $ 471,600 | $ 589,500 | 0.101597% | 0.105563% | $832.13 | $9,985.61 | $658.21 | $7,898.52 | $1,490.34 | $17,884.13 |
| 1623 | 21K | 1,155 | 4.5/2 | $ 475,200 | $ 594,000 | 0.102372% | 0.106369% | $838.49 | $10,061.84 | $663.23 | $7,958.82 | $1,501.72 | $18,020.66 |
| 1623 | 22K | 1,155 | 4.5/2 | $ 478,800 | $ 598,500 | 0.103148% | 0.107175% | $844.84 | $10,138.06 | $668.26 | $8,019.11 | $1,513.10 | $18,157.18 |
| 1623 | 23K | 1,155 | 4.5/2 | $ 482,400 | $ 603,000 | 0.103924% | 0.107981% | $851.19 | $10,214.29 | $673.28 | $8,079.40 | $1,524.47 | $18,293.70 |
| 1623 | 24K v | 1,179 | 4.5/2 | $ 498,400 | $ 623,000 | 0.107370% | 0.111562% | $879.42 | $10,553.07 | $695.61 | $8,347.38 | $1,575.04 | $18,900.45 |
| 1623 | 25K | 1,179 | 4.5/2 | $ 504,400 | $ 630,500 | 0.108663% | 0.112905% | $890.01 | $10,680.12 | $703.99 | $8,447.87 | $1,594.00 | $19,127.98 |
| 1623 | 26K | 1,179 | 4.5/2 | $ 510,400 | $ 638,000 | 0.109956% | 0.114248% | $900.60 | $10,807.16 | $712.36 | $8,548.36 | $1,612.96 | $19,355.52 |
| 1623 | 27K | 1,179 | 4.5/2 | $ 516,400 | $ 645,500 | 0.111248% | 0.115591% | $911.18 | $10,934.20 | $720.74 | $8,648.85 | $1,631.92 | $19,583.05 |
| 1623 | 28K | 1,179 | 4.5/2 | $ 522,400 | $ 653,000 | 0.112541% | 0.116934% | $921.77 | $11,061.25 | $729.11 | $8,749.34 | $1,650.88 | $19,810.59 |
| 1623 | 29K | 1,159 | 4.5/2 | $ 519,600 | $ 649,500 | 0.111938% | 0.116307% | $916.83 | $11,001.96 | $725.20 | $8,702.44 | $1,642.03 | $19,704.40 |
| 1623 | 30K | 1,159 | 4.5/2 | $ 525,600 | $ 657,000 | 0.113230% | 0.117650% | $927.42 | $11,129.00 | $733.58 | $8,802.93 | $1,660.99 | $19,931.94 |
| 1623 | 31K | 1,159 | 4.5/2 | $ 531,600 | $ 664,500 | 0.114523% | 0.118993% | $938.00 | $11,256.05 | $741.95 | $8,903.42 | $1,679.96 | $20,159.47 |
| 1623 | 32K | 1,159 | 4.5/2 | $ 537,600 | $ 672,000 | 0.115815% | 0.120337% | $948.59 | $11,383.09 | $750.33 | $9,003.91 | $1,698.92 | $20,387.00 |
| 1623 | 33K | 1,159 | 4.5/2 | $ 543,600 | $ 679,500 | 0.117108% | 0.121680% | $959.18 | $11,510.13 | $758.70 | $9,104.40 | $1,717.88 | $20,614.54 |
| 1623 | 34K | 1,159 | 4.5/2 | $ 551,600 | $ 689,500 | 0.118831% | 0.123470% | $973.29 | $11,679.53 | $769.87 | $9,238.39 | $1,743.16 | $20,917.92 |
| 1623 | 35K | 1,159 | 4.5/2 | $ 559,600 | $ 699,500 | 0.120555% | 0.125261% | $987.41 | $11,848.92 | $781.03 | $9,372.38 | $1,768.44 | $21,221.29 |
| 1623 | 36K | 1,159 | 4.5/2 | $ 567,600 | $ 709,500 | 0.122278% | 0.127052% | $1,001.53 | $12,018.31 | $792.20 | $9,506.36 | $1,793.72 | $21,524.67 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1623 | 37K | 1,159 | 4.5/2 | $ 575,600 | $ 719,500 | 0.124002% | 0.128842% | $1,015.64 | $12,187.70 | $803.36 | $9,640.35 | $1,819.00 | $21,828.05 |
| 1623 | 38K | 1,159 | 4.5/2 | $ 586,000 | $ 732,500 | 0.126242% | 0.131170% | $1,033.99 | $12,407.91 | $817.88 | $9,814.53 | $1,851.87 | $22,222.44 |
| 1623 | 39K | 1,159 | 4.5/2 | $ 596,400 | $ 745,500 | 0.128483% | 0.133498% | $1,052.34 | $12,628.12 | $832.39 | $9,988.72 | $1,884.74 | $22,616.83 |
| 1623 | 40K | 1,159 | 4.5/2 | $ 606,800 | $ 758,500 | 0.130723% | 0.135826% | $1,070.69 | $12,848.32 | $846.91 | $10,162.90 | $1,917.60 | $23,011.22 |
| 1623 | 41K | 1,159 | 4.5/2 | $ 617,200 | $ 771,500 | 0.132964% | 0.138154% | $1,089.04 | $13,068.53 | $861.42 | $10,337.08 | $1,950.47 | $23,405.62 |
| 1623 | 42K | 1,159 | 4.5/2 | $ 627,600 | $ 784,500 | 0.135204% | 0.140482% | $1,107.40 | $13,288.74 | $875.94 | $10,511.26 | $1,983.33 | $23,800.01 |
| 1641 | 1A | 1,325 | 5.5/2 | $ 434,400 | $ 543,000 | 0.093583% | 0.097236% | $766.50 | $9,197.94 | $606.29 | $7,275.48 | $1,372.79 | $16,473.43 |
| 1641 | 2A | 1,367 | 5.5/2 | $ 452,000 | $ 565,000 | 0.097375% | 0.101176% | $797.55 | $9,570.60 | $630.85 | $7,570.25 | $1,428.40 | $17,140.86 |
| 1641 | 3A | 1,367 | 5.5/2 | $ 421,600 | $ 527,000 | 0.090825% | 0.094371% | $743.91 | $8,926.92 | $588.43 | $7,061.10 | $1,332.34 | $15,988.02 |
| 1641 | 4A | 1,367 | 5.5/2 | $ 459,200 | $ 574,000 | 0.098926% | 0.102787% | $810.25 | $9,723.06 | $640.90 | $7,690.84 | $1,451.16 | $17,413.90 |
| 1641 | 5A | 1,367 | 5.5/2 | $ 462,800 | $ 578,500 | 0.099701% | 0.103593% | $816.61 | $9,799.28 | $645.93 | $7,751.14 | $1,462.53 | $17,550.42 |
| 1641 | 6A | 1,367 | 5.5/2 | $ 466,400 | $ 583,000 | 0.100477% | 0.104399% | $822.96 | $9,875.51 | $650.95 | $7,811.43 | $1,473.91 | $17,686.94 |
| 1641 | 7A | 1,367 | 5.5/2 | $ 470,000 | $ 587,500 | 0.101252% | 0.105205% | $829.31 | $9,951.73 | $655.98 | $7,871.72 | $1,485.29 | $17,823.46 |
| 1641 | 8A v | 1,367 | 5.5/2 | $ 473,600 | $ 592,000 | 0.102028% | 0.106011% | $835.66 | $10,027.96 | $661.00 | $7,932.02 | $1,496.66 | $17,959.98 |
| 1641 | 9A | 1,367 | 5.5/2 | $ 477,600 | $ 597,000 | 0.102890% | 0.106906% | $842.72 | $10,112.66 | $666.58 | $7,999.01 | $1,509.31 | $18,111.67 |
| 1641 | 10A | 1,367 | 5.5/2 | $ 481,600 | $ 602,000 | 0.103751% | 0.107801% | $849.78 | $10,197.35 | $672.17 | $8,066.01 | $1,521.95 | $18,263.36 |
| 1641 | 11A | 1,367 | 5.5/2 | $ 485,600 | $ 607,000 | 0.104613% | 0.108697% | $856.84 | $10,282.05 | $677.75 | $8,133.00 | $1,534.59 | $18,415.05 |
| 1641 | 12A | 1,367 | 5.5/2 | $ 489,600 | $ 612,000 | 0.105475% | 0.109592% | $863.90 | $10,366.74 | $683.33 | $8,199.99 | $1,547.23 | $18,566.74 |
| 1641 | 13A | 1,367 | 5.5/2 | $ 494,400 | $ 618,000 | 0.106509% | 0.110667% | $872.36 | $10,468.38 | $690.03 | $8,280.38 | $1,562.40 | $18,748.76 |
| 1641 | 14A | 1,367 | 5.5/2 | $ 499,200 | $ 624,000 | 0.107543% | 0.111741% | $880.83 | $10,570.01 | $696.73 | $8,360.78 | $1,577.57 | $18,930.79 |
| 1641 | 15A | 1,367 | 5.5/2 | $ 504,000 | $ 630,000 | 0.108577% | 0.112815% | $889.30 | $10,671.65 | $703.43 | $8,441.17 | $1,592.73 | $19,112.82 |
| 1641 | 16A | 1,367 | 5.5/2 | $ 508,800 | $ 636,000 | 0.109611% | 0.113890% | $897.77 | $10,773.28 | $710.13 | $8,521.56 | $1,607.90 | $19,294.84 |
| 1641 | 17A | 1,367 | 5.5/2 | $ 513,600 | $ 642,000 | 0.110645% | 0.114964% | $906.24 | $10,874.92 | $716.83 | $8,601.95 | $1,623.07 | $19,476.87 |
| 1641 | 18A | 1,391 | 5.5/2 | $ 528,400 | $ 660,500 | 0.113833% | 0.118277% | $932.36 | $11,188.29 | $737.49 | $8,849.83 | $1,669.84 | $20,038.12 |
| 1641 | 19A | 1,391 | 5.5/2 | $ 534,400 | $ 668,000 | 0.115126% | 0.119620% | $942.94 | $11,315.33 | $745.86 | $8,950.32 | $1,688.80 | $20,265.65 |
| 1641 | 20A | 1,391 | 5.5/2 | $ 540,400 | $ 675,500 | 0.116419% | 0.120963% | $953.53 | $11,442.38 | $754.23 | $9,050.81 | $1,707.77 | $20,493.19 |
| 1641 | 21A | 1,391 | 5.5/2 | $ 546,400 | $ 683,000 | 0.117711% | 0.122306% | $964.12 | $11,569.42 | $762.61 | $9,151.30 | $1,726.73 | $20,720.72 |
| 1641 | 22A | 1,391 | 5.5/2 | $ 552,400 | $ 690,500 | 0.119004% | 0.123649% | $974.71 | $11,696.46 | $770.98 | $9,251.79 | $1,745.69 | $20,948.25 |
| 1641 | 23A | 1,371 | 5.5/2 | $ 552,400 | 690,500 | 0.119004% | 0.123649% | $974.71 | $11,696.46 | $770.98 | $9,251.79 | $1,745.69 | $20,948.25 |
| 1641 | 24A | 1,371 | 5.5/2 | $ 560,400 | $ 700,500 | 0.120727% | 0.125440% | $988.82 | $11,865.86 | $782.15 | $9,385.78 | $1,770.97 | $21,251.63 |
| 1641 | 25A | 1,371 | 5.5/2 | $ 568,400 | $ 710,500 | 0.122451% | 0.127231% | $1,002.94 | $12,035.25 | $793.31 | $9,519.76 | $1,796.25 | $21,555.01 |
| 1641 | 26A | 1,371 | 5.5/2 | $ 576,400 | $ 720,500 | 0.124174% | 0.129022% | $1,017.05 | $12,204.64 | $804.48 | $9,653.75 | $1,821.53 | $21,858.39 |
| 1641 | 27A | 1,371 | 5.5/2 | $ 584,400 | $ 730,500 | 0.125897% | 0.130812% | $1,031.17 | $12,374.03 | $815.64 | $9,787.74 | $1,846.81 | $22,161.77 |
| 1641 | 28A | 1,371 | 5.5/2 | $ 596,400 | $ 745,500 | 0.128483% | 0.133498% | $1,052.34 | $12,628.12 | $832.39 | $9,988.72 | $1,884.74 | $22,616.83 |
| 1641 | 29A | 1,371 | 5.5/2 | $ 608,400 | $ 760,500 | 0.131068% | 0.136184% | $1,073.52 | $12,882.20 | $849.14 | $10,189.70 | $1,922.66 | $23,071.90 |
| 1641 | 30A | 1,371 | 5.5/2 | $ 620,400 | $ 775,500 | 0.133653% | 0.138870% | $1,094.69 | $13,136.29 | $865.89 | $10,390.68 | $1,960.58 | $23,526.97 |
| 1641 | 31A | 1,371 | 5.5/2 | $ 632,400 | $ 790,500 | 0.136238% | 0.141557% | $1,115.86 | $13,390.38 | $882.64 | $10,591.66 | $1,998.50 | $23,982.03 |
| 1641 | 32A | 1,371 | 5.5/2 | $ 644,400 | $ 805,500 | 0.138823% | 0.144243% | $1,137.04 | $13,644.46 | $899.39 | $10,792.64 | $2,036.43 | $24,437.10 |
| 1641 | 1B | 528 | 2/1 | $ 162,400 | $ 203,000 | 0.034986% | 0.036352% | $286.55 | $3,438.64 | $226.66 | $2,719.93 | $513.21 | $6,158.57 |
| 1641 | 2B | 528 | 2/1 | $ 163,200 | $ 204,000 | 0.035158% | 0.036531% | $287.97 | $3,455.58 | $227.78 | $2,733.33 | $515.74 | $6,188.91 |
| 1641 | 3B v | 528 | 2/1 | $ 147,600 | $ 184,500 | 0.031798% | 0.033039% | $260.44 | $3,125.27 | $206.00 | $2,472.06 | $466.44 | $5,597.32 |
| 1641 | 4B | 528 | 2/1 | $ 164,800 | $ 206,000 | 0.035503% | 0.036889% | $290.79 | $3,489.46 | $230.01 | $2,760.13 | $520.80 | $6,249.59 |
| 1641 | 5B | 528 | 2/1 | $ 165,600 | $ 207,000 | 0.035675% | 0.037068% | $292.20 | $3,506.40 | $231.13 | $2,773.53 | $523.33 | $6,279.93 |
| 1641 | 6B | 528 | 2/1 | $ 166,400 | $ 208,000 | 0.035848% | 0.037247% | $293.61 | $3,523.34 | $232.24 | $2,786.93 | $525.86 | $6,310.26 |
| 1641 | 7B | 528 | 2/1 | $ 167,200 | $ 209,000 | 0.036020% | 0.037426% | $295.02 | $3,540.28 | $233.36 | $2,800.32 | $528.38 | $6,340.60 |
| 1641 | 8B | 528 | 2/1 | $ 168,000 | $ 210,000 | 0.036192% | 0.037605% | $296.43 | $3,557.22 | $234.48 | $2,813.72 | $530.91 | $6,370.94 |
| 1641 | 9B | 528 | 2/1 | $ 169,200 | $ 211,500 | 0.036451% | 0.037874% | $298.55 | $3,582.62 | $236.15 | $2,833.82 | $534.70 | $6,416.45 |
| 1641 | 10B | 528 | 2/1 | $ 170,400 | $ 213,000 | 0.036709% | 0.038142% | $300.67 | $3,608.03 | $237.83 | $2,853.92 | $538.50 | $6,461.95 |
| 1641 | 11B | 528 | 2/1 | $ 171,600 | $ 214,500 | 0.036968% | 0.038411% | $302.79 | $3,633.44 | $239.50 | $2,874.02 | $542.29 | $6,507.46 |
| 1641 | 12B | 528 | 2/1 | $ 172,800 | $ 216,000 | 0.037226% | 0.038680% | $304.90 | $3,658.85 | $241.18 | $2,894.11 | $546.08 | $6,552.97 |
| 1641 | 13B v | 528 | 2/1 | $ 174,000 | $ 217,500 | 0.037485% | 0.038948% | $307.02 | $3,684.26 | $242.85 | $2,914.21 | $549.87 | $6,598.47 |
| 1641 | 14B | 528 | 2/1 | $ 175,200 | $ 219,000 | 0.037743% | 0.039217% | $309.14 | $3,709.67 | $244.53 | $2,934.31 | $553.66 | $6,643.98 |
| 1641 | 15B | 528 | 2/1 | $ 176,400 | $ 220,500 | 0.038002% | 0.039485% | $311.26 | $3,735.08 | $246.20 | $2,954.41 | $557.46 | $6,689.49 |
| 1641 | 16B | 528 | 2/1 | $ 177,600 | $ 222,000 | 0.038260% | 0.039754% | $313.37 | $3,760.49 | $247.88 | $2,974.51 | $561.25 | $6,734.99 |
| 1641 | 17B | 528 | 2/1 | $ 178,800 | $ 223,500 | 0.038519% | 0.040023% | $315.49 | $3,785.89 | $249.55 | $2,994.61 | $565.04 | $6,780.50 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1641 | 18B | 528 | 2/1 | $ 180,400 | $ 225,500 | 0.038864% | 0.040381% | $318.31 | $3,819.77 | $251.78 | $3,021.40 | $570.10 | $6,841.17 |
| 1641 | 19B v | 528 | 2/1 | $ 182,000 | $ 227,500 | 0.039208% | 0.040739% | $321.14 | $3,853.65 | $254.02 | $3,048.20 | $575.15 | $6,901.85 |
| 1641 | 20B v | 528 | 2/1 | $ 183,600 | $ 229,500 | 0.039553% | 0.041097% | $323.96 | $3,887.53 | $256.25 | $3,075.00 | $580.21 | $6,962.53 |
| 1641 | 21B | 528 | 2/1 | $ 185,200 | $ 231,500 | 0.039898% | 0.041455% | $326.78 | $3,921.41 | $258.48 | $3,101.79 | $585.27 | $7,023.20 |
| 1641 | 22B | 528 | 2/1 | $ 186,800 | $ 233,500 | 0.040242% | 0.041813% | $329.61 | $3,955.29 | $260.72 | $3,128.59 | $590.32 | $7,083.88 |
| 1641 | 23B | 528 | 2/1 | $ 188,800 | $ 236,000 | 0.040673% | 0.042261% | $333.14 | $3,997.63 | $263.51 | $3,162.09 | $596.64 | $7,159.72 |
| 1641 | 24B | 528 | 2/1 | $ 190,800 | $ 238,500 | 0.041104% | 0.042709% | $336.67 | $4,039.98 | $266.30 | $3,195.59 | $602.96 | $7,235.57 |
| 1641 | 25B | 528 | 2/1 | $ 192,800 | $ 241,000 | 0.041535% | 0.043156% | $340.19 | $4,082.33 | $269.09 | $3,229.08 | $609.28 | $7,311.41 |
| 1641 | 26B | 528 | 2/1 | $ 194,800 | $ 243,500 | 0.041966% | 0.043604% | $343.72 | $4,124.68 | $271.88 | $3,262.58 | $615.60 | $7,387.26 |
| 1641 | 27B | 528 | 2/1 | $ 196,800 | $ 246,000 | 0.042397% | 0.044052% | $347.25 | $4,167.02 | $274.67 | $3,296.08 | $621.92 | $7,463.10 |
| 1641 | 28B | 528 | 2/1 | $ 199,600 | $ 249,500 | 0.043000% | 0.044679% | $352.19 | $4,226.31 | $278.58 | $3,342.97 | $630.77 | $7,569.28 |
| 1641 | 29B | 528 | 2/1 | $ 202,400 | $ 253,000 | 0.043603% | 0.045305% | $357.13 | $4,285.60 | $282.49 | $3,389.87 | $639.62 | $7,675.46 |
| 1641 | 30B | 528 | 2/1 | $ 205,200 | $ 256,500 | 0.044206% | 0.045932% | $362.07 | $4,344.88 | $286.40 | $3,436.76 | $648.47 | $7,781.65 |
| 1641 | 31B | 528 | 2/1 | $ 208,000 | $ 260,000 | 0.044810% | 0.046559% | $367.01 | $4,404.17 | $290.30 | $3,483.66 | $657.32 | $7,887.83 |
| 1641 | 32B | 528 | 2/1 | $ 210,800 | $ 263,500 | 0.045413% | 0.047186% | $371.95 | $4,463.46 | $294.21 | $3,530.55 | $666.17 | $7,994.01 |
| 1641 | 1C | 747 | 3.5/1 | $ 258,000 | $ 322,500 | 0.055581% | 0.057751% | $455.24 | $5,462.87 | $360.09 | $4,321.07 | $815.33 | $9,783.94 |
| 1641 | 2C | 789 | 3.5/1 | $ 274,400 | $ 343,000 | 0.059114% | 0.061422% | $484.18 | $5,810.12 | $382.98 | $4,595.75 | $867.16 | $10,405.87 |
| 1641 | 3C | 789 | 3.5/1 | $ 248,400 | $ 310,500 | 0.053513% | 0.055602% | $438.30 | $5,259.60 | $346.69 | $4,160.29 | $784.99 | $9,419.89 |
| 1641 | 4C | 789 | 3.5/1 | $ 277,600 | $ 347,000 | 0.059803% | 0.062138% | $489.82 | $5,877.88 | $387.45 | $4,649.34 | $877.27 | $10,527.22 |
| 1641 | 5C | 789 | 3.5/1 | $ 279,200 | $ 349,000 | 0.060148% | 0.062496% | $492.65 | $5,911.75 | $389.68 | $4,676.14 | $882.32 | $10,587.89 |
| 1641 | 6C | 789 | 3.5/1 | $ 280,800 | $ 351,000 | 0.060493% | 0.062854% | $495.47 | $5,945.63 | $391.91 | $4,702.94 | $887.38 | $10,648.57 |
| 1641 | 7C | 789 | 3.5/1 | $ 282,400 | $ 353,000 | 0.060838% | 0.063212% | $498.29 | $5,979.51 | $394.14 | $4,729.73 | $892.44 | $10,709.24 |
| 1641 | 8C | 789 | 3.5/1 | $ 284,000 | $ 355,000 | 0.061182% | 0.063571% | $501.12 | $6,013.39 | $396.38 | $4,756.53 | $897.49 | $10,769.92 |
| 1641 | 9C | 789 | 3.5/1 | $ 286,400 | $ 358,000 | 0.061699% | 0.064108% | $505.35 | $6,064.21 | $399.73 | $4,796.73 | $905.08 | $10,860.93 |
| 1641 | 10C v | 789 | 3.5/1 | $ 288,800 | $ 361,000 | 0.062216% | 0.064645% | $509.59 | $6,115.02 | $403.08 | $4,836.92 | $912.66 | $10,951.95 |
| 1641 | 11C | 789 | 3.5/1 | $ 291,200 | $ 364,000 | 0.062733% | 0.065182% | $513.82 | $6,165.84 | $406.43 | $4,877.12 | $920.25 | $11,042.96 |
| 1641 | 12C | 789 | 3.5/1 | $ 293,600 | $ 367,000 | 0.063250% | 0.065719% | $518.05 | $6,216.66 | $409.78 | $4,917.32 | $927.83 | $11,133.97 |
| 1641 | 13C | 789 | 3.5/1 | $ 296,000 | $ 370,000 | 0.063767% | 0.066257% | $522.29 | $6,267.48 | $413.13 | $4,957.51 | $935.42 | $11,224.99 |
| 1641 | 14C | 789 | 3.5/1 | $ 298,400 | $ 373,000 | 0.064284% | 0.066794% | $526.52 | $6,318.29 | $416.48 | $4,997.71 | $943.00 | $11,316.00 |
| 1641 | 15C | 789 | 3.5/1 | $ 300,800 | $ 376,000 | 0.064801% | 0.067331% | $530.76 | $6,369.11 | $419.83 | $5,037.90 | $950.58 | $11,407.01 |
| 1641 | 16C | 789 | 3.5/1 | $ 303,200 | $ 379,000 | 0.065318% | 0.067868% | $534.99 | $6,419.93 | $423.17 | $5,078.10 | $958.17 | $11,498.03 |
| 1641 | 17C v | 789 | 3.5/1 | $ 305,600 | $ 382,000 | 0.065836% | 0.068406% | $539.23 | $6,470.74 | $426.52 | $5,118.30 | $965.75 | $11,589.04 |
| 1641 | 18C | 813 | 3.5/1 | $ 318,000 | $ 397,500 | 0.068507% | 0.071181% | $561.11 | $6,733.30 | $443.83 | $5,325.98 | $1,004.94 | $12,059.28 |
| 1641 | 19C | 813 | 3.5/1 | $ 321,200 | $ 401,500 | 0.069196% | 0.071897% | $566.75 | $6,801.06 | $448.30 | $5,379.57 | $1,015.05 | $12,180.63 |
| 1641 | 20C v | 813 | 3.5/1 | $ 324,400 | $ 405,500 | 0.069886% | 0.072614% | $572.40 | $6,868.81 | $452.76 | $5,433.16 | $1,025.16 | $12,301.98 |
| 1641 | 21C | 813 | 3.5/1 | $ 327,600 | $ 409,500 | 0.070575% | 0.073330% | $578.05 | $6,936.57 | $457.23 | $5,486.76 | $1,035.28 | $12,423.33 |
| 1641 | 22C | 813 | 3.5/1 | $ 330,800 | $ 413,500 | 0.071264% | 0.074046% | $583.69 | $7,004.33 | $461.70 | $5,540.35 | $1,045.39 | $12,544.68 |
| 1641 | 23C | 793 | 3.5/1 | $ 326,000 | $ 407,500 | 0.070230% | 0.072972% | $575.22 | $6,902.69 | $455.00 | $5,459.96 | $1,030.22 | $12,362.65 |
| 1641 | 24C | 793 | 3.5/1 | $ 329,200 | $ 411,500 | 0.070920% | 0.073688% | $580.87 | $6,970.45 | $459.46 | $5,513.56 | $1,040.33 | $12,484.01 |
| 1641 | 25C v | 793 | 3.5/1 | $ 333,200 | $ 416,500 | 0.071781% | 0.074584% | $587.93 | $7,055.14 | $465.05 | $5,580.55 | $1,052.97 | $12,635.70 |
| 1641 | 26C | 793 | 3.5/1 | $ 337,200 | $ 421,500 | 0.072643% | 0.075479% | $594.99 | $7,139.84 | $470.63 | $5,647.54 | $1,065.62 | $12,787.38 |
| 1641 | 27C | 793 | 3.5/1 | $ 341,200 | $ 426,500 | 0.073505% | 0.076374% | $602.04 | $7,224.54 | $476.21 | $5,714.54 | $1,078.26 | $12,939.07 |
| 1641 | 28C | 793 | 3.5/1 | $ 345,200 | $ 431,500 | 0.074367% | 0.077270% | $609.10 | $7,309.23 | $481.79 | $5,781.53 | $1,090.90 | $13,090.76 |
| 1641 | 29C | 793 | 3.5/1 | $ 349,200 | $ 436,500 | 0.075228% | 0.078165% | $616.16 | $7,393.93 | $487.38 | $5,848.52 | $1,103.54 | $13,242.45 |
| 1641 | 30C | 793 | 3.5/1 | $ 353,200 | $ 441,500 | 0.076090% | 0.079060% | $623.22 | $7,478.62 | $492.96 | $5,915.52 | $1,116.18 | $13,394.14 |
| 1641 | 31C | 793 | 3.5/1 | $ 357,200 | $ 446,500 | 0.076952% | 0.079956% | $630.28 | $7,563.32 | $498.54 | $5,982.51 | $1,128.82 | $13,545.83 |
| 1641 | 32C | 793 | 3.5/1 | $ 361,200 | $ 451,500 | 0.077813% | 0.080851% | $637.33 | $7,648.01 | $504.13 | $6,049.50 | $1,141.46 | $13,697.52 |
| 1641 | 1D | 748 | 2/1 | $ 247,600 | $ 309,500 | 0.053341% | 0.055423% | $436.89 | $5,242.66 | $345.57 | $4,146.89 | $782.46 | $9,389.55 |
| 1641 | 2D | 790 | 2/1 | $ 263,200 | $ 329,000 | 0.056701% | 0.058915% | $464.41 | $5,572.97 | $367.35 | $4,408.17 | $831.76 | $9,981.14 |
| 1641 | 4D | 790 | 3.5/1 | $ 271,600 | $ 339,500 | 0.058511% | 0.060795% | $479.24 | $5,750.83 | $379.07 | $4,548.85 | $858.31 | $10,299.68 |
| 1641 | 5D | 790 | 3.5/1 | $ 272,800 | $ 341,000 | 0.058769% | 0.061064% | $481.35 | $5,776.24 | $380.75 | $4,568.95 | $862.10 | $10,345.19 |
| 1641 | 6D | 790 | 3.5/1 | $ 274,000 | $ 342,500 | 0.059028% | 0.061332% | $483.47 | $5,801.65 | $382.42 | $4,589.05 | $865.89 | $10,390.70 |
| 1641 | 7D | 790 | 3.5/1 | $ 275,200 | $ 344,000 | 0.059286% | 0.061601% | $485.59 | $5,827.06 | $384.10 | $4,609.15 | $869.68 | $10,436.20 |
| 1641 | 8D | 790 | 3.5/1 | $ 276,400 | $ 345,500 | 0.059545% | 0.061869% | $487.71 | $5,852.47 | $385.77 | $4,629.24 | $873.48 | $10,481.71 |
| 1641 | 9D | 790 | 3.5/1 | $ 277,600 | $ 347,000 | 0.059803% | 0.062138% | $489.82 | $5,877.88 | $387.45 | $4,649.34 | $877.27 | $10,527.22 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1641 | 10D | 790 | 3.5/1 | $ 278,800 | $ 348,500 | 0.060062% | 0.062407% | $491.94 | $5,903.28 | $389.12 | $4,669.44 | $881.06 | $10,572.72 |
| 1641 | 11D | 790 | 3.5/1 | $ 280,000 | $ 350,000 | 0.060320% | 0.062675% | $494.06 | $5,928.69 | $390.79 | $4,689.54 | $884.85 | $10,618.23 |
| 1641 | 12D | 790 | 3.5/1 | $ 281,200 | $ 351,500 | 0.060579% | 0.062944% | $496.18 | $5,954.10 | $392.47 | $4,709.64 | $888.64 | $10,663.74 |
| 1641 | 13D | 790 | 3.5/1 | $ 282,800 | $ 353,500 | 0.060924% | 0.063302% | $499.00 | $5,987.98 | $394.70 | $4,736.43 | $893.70 | $10,724.41 |
| 1641 | 14D | 790 | 3.5/1 | $ 284,400 | $ 355,500 | 0.061268% | 0.063660% | $501.82 | $6,021.86 | $396.94 | $4,763.23 | $898.76 | $10,785.09 |
| 1641 | 15D v | 790 | 3.5/1 | $ 286,000 | $ 357,500 | 0.061613% | 0.064018% | $504.64 | $6,055.74 | $399.17 | $4,790.03 | $903.81 | $10,845.76 |
| 1641 | 16D | 790 | 3.5/1 | $ 287,600 | $ 359,500 | 0.061958% | 0.064376% | $507.47 | $6,089.61 | $401.40 | $4,816.83 | $908.87 | $10,906.44 |
| 1641 | 17D | 790 | 3.5/1 | $ 289,200 | $ 361,500 | 0.062302% | 0.064735% | $510.29 | $6,123.49 | $403.64 | $4,843.62 | $913.93 | $10,967.12 |
| 1641 | 18D | 814 | 3.5/1 | $ 306,800 | $ 383,500 | 0.066094% | 0.068674% | $541.35 | $6,496.15 | $428.20 | $5,138.39 | $969.55 | $11,634.55 |
| 1641 | 19D | 814 | 3.5/1 | $ 309,200 | $ 386,500 | 0.066611% | 0.069211% | $545.58 | $6,546.97 | $431.55 | $5,178.59 | $977.13 | $11,725.56 |
| 1641 | 20D v | 814 | 3.5/1 | $ 311,600 | $ 389,500 | 0.067128% | 0.069749% | $549.82 | $6,597.79 | $434.90 | $5,218.79 | $984.71 | $11,816.57 |
| 1641 | 21D | 814 | 3.5/1 | $ 314,000 | $ 392,500 | 0.067645% | 0.070286% | $554.05 | $6,648.61 | $438.25 | $5,258.98 | $992.30 | $11,907.59 |
| 1641 | 22D | 814 | 3.5/1 | $ 316,400 | $ 395,500 | 0.068162% | 0.070823% | $558.29 | $6,699.42 | $441.60 | $5,299.18 | $999.88 | $11,998.60 |
| 1641 | 23D | 794 | 3.5/1 | $ 312,400 | $ 390,500 | 0.067300% | 0.069928% | $551.23 | $6,614.73 | $436.02 | $5,232.18 | $987.24 | $11,846.91 |
| 1641 | 24D | 794 | 3.5/1 | $ 316,000 | $ 395,000 | 0.068076% | 0.070734% | $557.58 | $6,690.95 | $441.04 | $5,292.48 | $998.62 | $11,983.43 |
| 1641 | 25D | 794 | 3.5/1 | $ 319,600 | $ 399,500 | 0.068852% | 0.071539% | $563.93 | $6,767.18 | $446.06 | $5,352.77 | $1,010.00 | $12,119.95 |
| 1641 | 26D | 794 | 3.5/1 | $ 323,200 | $ 404,000 | 0.069627% | 0.072345% | $570.28 | $6,843.41 | $451.09 | $5,413.07 | $1,021.37 | $12,256.47 |
| 1641 | 27D | 794 | 3.5/1 | $ 326,800 | $ 408,500 | 0.070403% | 0.073151% | $576.64 | $6,919.63 | $456.11 | $5,473.36 | $1,032.75 | $12,392.99 |
| 1641 | 28D | 794 | 3.5/1 | $ 330,400 | $ 413,000 | 0.071178% | 0.073957% | $582.99 | $6,995.86 | $461.14 | $5,533.66 | $1,044.13 | $12,529.51 |
| 1641 | 29D | 794 | 3.5/1 | $ 334,000 | $ 417,500 | 0.071954% | 0.074763% | $589.34 | $7,072.08 | $466.16 | $5,593.95 | $1,055.50 | $12,666.03 |
| 1641 | 30D | 794 | 3.5/1 | $ 337,600 | $ 422,000 | 0.072729% | 0.075568% | $595.69 | $7,148.31 | $471.19 | $5,654.24 | $1,066.88 | $12,802.55 |
| 1641 | 31D | 794 | 3.5/1 | $ 341,200 | $ 426,500 | 0.073505% | 0.076374% | $602.04 | $7,224.54 | $476.21 | $5,714.54 | $1,078.26 | $12,939.07 |
| 1641 | 32D | 794 | 3.5/1 | $ 344,800 | $ 431,000 | 0.074280% | 0.077180% | $608.40 | $7,300.76 | $481.24 | $5,774.83 | $1,089.63 | $13,075.59 |
| 1641 | 4E v | 450 | 2/1 | $ 136,800 | $ 171,000 | 0.029471% | 0.030621% | $241.38 | $2,896.59 | $190.93 | $2,291.17 | $432.31 | $5,187.76 |
| 1641 | 5E | 450 | 2/1 | $ 137,600 | $ 172,000 | 0.029643% | 0.030800% | $242.79 | $2,913.53 | $192.05 | $2,304.57 | $434.84 | $5,218.10 |
| 1641 | 6E | 450 | 2/1 | $ 138,400 | $ 173,000 | 0.029816% | 0.030979% | $244.21 | $2,930.47 | $193.16 | $2,317.97 | $437.37 | $5,248.44 |
| 1641 | 7E | 450 | 2/1 | $ 139,200 | $ 174,000 | 0.029988% | 0.031159% | $245.62 | $2,947.41 | $194.28 | $2,331.37 | $439.90 | $5,278.78 |
| 1641 | 8E | 450 | 2/1 | $ 140,000 | $ 175,000 | 0.030160% | 0.031338% | $247.03 | $2,964.35 | $195.40 | $2,344.77 | $442.43 | $5,309.12 |
| 1641 | 9E | 450 | 2/1 | $ 140,800 | $ 176,000 | 0.030333% | 0.031517% | $248.44 | $2,981.29 | $196.51 | $2,358.17 | $444.95 | $5,339.45 |
| 1641 | 10E | 450 | 2/1 | $ 141,600 | $ 177,000 | 0.030505% | 0.031696% | $249.85 | $2,998.22 | $197.63 | $2,371.57 | $447.48 | $5,369.79 |
| 1641 | 11E | 450 | 2/1 | $ 142,400 | $ 178,000 | 0.030677% | 0.031875% | $251.26 | $3,015.16 | $198.75 | $2,384.97 | $450.01 | $5,400.13 |
| 1641 | 12E | 450 | 2/1 | $ 143,200 | $ 179,000 | 0.030850% | 0.032054% | $252.68 | $3,032.10 | $199.86 | $2,398.36 | $452.54 | $5,430.47 |
| 1641 | 13E | 450 | 2/1 | $ 144,400 | $ 180,500 | 0.031108% | 0.032323% | $254.79 | $3,057.51 | $201.54 | $2,418.46 | $456.33 | $5,475.97 |
| 1641 | 14E | 450 | 2/1 | $ 145,600 | $ 182,000 | 0.031367% | 0.032591% | $256.91 | $3,082.92 | $203.21 | $2,438.56 | $460.12 | $5,521.48 |
| 1641 | 15E | 450 | 2/1 | $ 146,800 | $ 183,500 | 0.031625% | 0.032860% | $259.03 | $3,108.33 | $204.89 | $2,458.66 | $463.92 | $5,566.99 |
| 1641 | 16E | 450 | 2/1 | $ 148,000 | $ 185,000 | 0.031884% | 0.033128% | $261.14 | $3,133.74 | $206.56 | $2,478.76 | $467.71 | $5,612.49 |
| 1641 | 17E v | 450 | 2/1 | $ 149,200 | $ 186,500 | 0.032142% | 0.033397% | $263.26 | $3,159.15 | $208.24 | $2,498.85 | $471.50 | $5,658.00 |
| 1641 | 18E | 450 | 2/1 | $ 150,400 | $ 188,000 | 0.032401% | 0.033666% | $265.38 | $3,184.56 | $209.91 | $2,518.95 | $475.29 | $5,703.51 |
| 1641 | 19E | 450 | 2/1 | $ 151,600 | $ 189,500 | 0.032659% | 0.033934% | $267.50 | $3,209.96 | $211.59 | $2,539.05 | $479.08 | $5,749.01 |
| 1641 | 20E | 450 | 2/1 | $ 152,800 | $ 191,000 | 0.032918% | 0.034203% | $269.61 | $3,235.37 | $213.26 | $2,559.15 | $482.88 | $5,794.52 |
| 1641 | 21E | 450 | 2/1 | $ 154,400 | $ 193,000 | 0.033262% | 0.034561% | $272.44 | $3,269.25 | $215.50 | $2,585.95 | $487.93 | $5,855.20 |
| 1641 | 22E | 450 | 2/1 | $ 156,000 | $ 195,000 | 0.033607% | 0.034919% | $275.26 | $3,303.13 | $217.73 | $2,612.74 | $492.99 | $5,915.87 |
| 1641 | 23E | 450 | 2/1 | $ 157,600 | $ 197,000 | 0.033952% | 0.035277% | $278.08 | $3,337.01 | $219.96 | $2,639.54 | $498.05 | $5,976.55 |
| 1641 | 24E | 450 | 2/1 | $ 159,200 | $ 199,000 | 0.034297% | 0.035635% | $280.91 | $3,370.89 | $222.19 | $2,666.34 | $503.10 | $6,037.22 |
| 1641 | 25E | 450 | 2/1 | $ 160,800 | $ 201,000 | 0.034641% | 0.035994% | $283.73 | $3,404.76 | $224.43 | $2,693.13 | $508.16 | $6,097.90 |
| 1641 | 26E v | 450 | 2/1 | $ 163,200 | $ 204,000 | 0.035158% | 0.036531% | $287.97 | $3,455.58 | $227.78 | $2,733.33 | $515.74 | $6,188.91 |
| 1641 | 27E v | 450 | 2/1 | $ 165,600 | $ 207,000 | 0.035675% | 0.037068% | $292.20 | $3,506.40 | $231.13 | $2,773.53 | $523.33 | $6,279.93 |
| 1641 | 28E v | 450 | 2/1 | $ 168,000 | $ 210,000 | 0.036192% | 0.037605% | $296.43 | $3,557.22 | $234.48 | $2,813.72 | $530.91 | $6,370.94 |
| 1641 | 29E | 450 | 2/1 | $ 170,400 | $ 213,000 | 0.036709% | 0.038142% | $300.67 | $3,608.03 | $237.83 | $2,853.92 | $538.50 | $6,461.95 |
| 1641 | 30E | 450 | 2/1 | $ 172,800 | $ 216,000 | 0.037226% | 0.038680% | $304.90 | $3,658.85 | $241.18 | $2,894.11 | $546.08 | $6,552.97 |
| 1641 | 31E | 450 | 2/1 | $ 175,200 | $ 219,000 | 0.037743% | 0.039217% | $309.14 | $3,709.67 | $244.53 | $2,934.31 | $553.66 | $6,643.98 |
| 1641 | 32E | 450 | 2/1 | $ 177,600 | $ 222,000 | 0.038260% | 0.039754% | $313.37 | $3,760.49 | $247.88 | $2,974.51 | $561.25 | $6,734.99 |
| 1641 | 3F | 1,157 | 4.5/2 | $ 340,400 | $ 425,500 | 0.073332% | 0.076195% | $600.63 | $7,207.60 | $475.09 | $5,701.14 | $1,075.73 | $12,908.74 |
| 1641 | 4F | 1,157 | 4.5/2 | $ 402,800 | $ 503,500 | 0.086775% | 0.090163% | $710.74 | $8,528.85 | $562.19 | $6,746.24 | $1,272.92 | $15,275.08 |
| 1641 | 5F | 1,157 | 4.5/2 | $ 405,200 | $ 506,500 | 0.087292% | 0.090700% | $714.97 | $8,579.67 | $565.54 | $6,786.43 | $1,280.51 | $15,366.10 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1641 | 6F | 1,157 | 4.5/2 | $ 407,600 | $ 509,500 | 0.087809% | 0.091237% | $719.21 | $8,630.48 | $568.89 | $6,826.63 | $1,288.09 | $15,457.11 |
| 1641 | 7F | 1,157 | 4.5/2 | $ 410,000 | $ 512,500 | 0.088326% | 0.091774% | $723.44 | $8,681.30 | $572.24 | $6,866.82 | $1,295.68 | $15,548.12 |
| 1641 | 8F | 1,157 | 4.5/2 | $ 412,400 | $ 515,500 | 0.088843% | 0.092312% | $727.68 | $8,732.12 | $575.58 | $6,907.02 | $1,303.26 | $15,639.14 |
| 1641 | 9F | 1,157 | 4.5/2 | $ 415,200 | $ 519,000 | 0.089447% | 0.092938% | $732.62 | $8,791.40 | $579.49 | $6,953.92 | $1,312.11 | $15,745.32 |
| 1641 | 10F | 1,157 | 4.5/2 | $ 418,000 | $ 522,500 | 0.090050% | 0.093565% | $737.56 | $8,850.69 | $583.40 | $7,000.81 | $1,320.96 | $15,851.50 |
| 1641 | 11F | 1,157 | 4.5/2 | $ 420,800 | $ 526,000 | 0.090653% | 0.094192% | $742.50 | $8,909.98 | $587.31 | $7,047.71 | $1,329.81 | $15,957.68 |
| 1641 | 12F | 1,157 | 4.5/2 | $ 423,600 | $ 529,500 | 0.091256% | 0.094819% | $747.44 | $8,969.27 | $591.22 | $7,094.60 | $1,338.66 | $16,063.87 |
| 1641 | 13F | 1,157 | 4.5/2 | $ 426,800 | $ 533,500 | 0.091946% | 0.095535% | $753.09 | $9,037.02 | $595.68 | $7,148.20 | $1,348.77 | $16,185.22 |
| 1641 | 14F | 1,157 | 4.5/2 | $ 430,000 | $ 537,500 | 0.092635% | 0.096251% | $758.73 | $9,104.78 | $600.15 | $7,201.79 | $1,358.88 | $16,306.57 |
| 1641 | 15F | 1,157 | 4.5/2 | $ 433,200 | $ 541,500 | 0.093324% | 0.096968% | $764.38 | $9,172.53 | $604.62 | $7,255.39 | $1,368.99 | $16,427.92 |
| 1641 | 16F | 1,157 | 4.5/2 | $ 436,400 | $ 545,500 | 0.094014% | 0.097684% | $770.02 | $9,240.29 | $609.08 | $7,308.98 | $1,379.11 | $16,549.27 |
| 1641 | 17F | 1,157 | 4.5/2 | $ 439,600 | $ 549,500 | 0.094703% | 0.098400% | $775.67 | $9,308.05 | $613.55 | $7,362.57 | $1,389.22 | $16,670.62 |
| 1641 | 18F | 1,157 | 4.5/2 | $ 442,800 | $ 553,500 | 0.095393% | 0.099116% | $781.32 | $9,375.80 | $618.01 | $7,416.17 | $1,399.33 | $16,791.97 |
| 1641 | 19F | 1,157 | 4.5/2 | $ 446,000 | $ 557,500 | 0.096082% | 0.099833% | $786.96 | $9,443.56 | $622.48 | $7,469.76 | $1,409.44 | $16,913.33 |
| 1641 | 20F | 1,181 | 4.5/2 | $ 459,200 | $ 574,000 | 0.098926% | 0.102787% | $810.25 | $9,723.06 | $640.90 | $7,690.84 | $1,451.16 | $17,413.90 |
| 1641 | 21F | 1,181 | 4.5/2 | $ 463,200 | $ 579,000 | 0.099787% | 0.103683% | $817.31 | $9,807.75 | $646.49 | $7,757.84 | $1,463.80 | $17,565.59 |
| 1641 | 22F | 1,181 | 4.5/2 | $ 467,200 | $ 584,000 | 0.100649% | 0.104578% | $824.37 | $9,892.45 | $652.07 | $7,824.83 | $1,476.44 | $17,717.28 |
| 1641 | 23F | 1,181 | 4.5/2 | $ 471,200 | $ 589,000 | 0.101511% | 0.105474% | $831.43 | $9,977.14 | $657.65 | $7,891.82 | $1,489.08 | $17,868.97 |
| 1641 | 24F | 1,181 | 4.5/2 | $ 475,200 | $ 594,000 | 0.102372% | 0.106369% | $838.49 | $10,061.84 | $663.23 | $7,958.82 | $1,501.72 | $18,020.66 |
| 1641 | 25F | 1,161 | 4.5/2 | $ 472,000 | $ 590,000 | 0.101683% | 0.105653% | $832.84 | $9,994.08 | $658.77 | $7,905.22 | $1,491.61 | $17,899.30 |
| 1641 | 26F | 1,161 | 4.5/2 | $ 476,800 | $ 596,000 | 0.102717% | 0.106727% | $841.31 | $10,095.72 | $665.47 | $7,985.61 | $1,506.78 | $18,081.33 |
| 1641 | 27F | 1,161 | 4.5/2 | $ 481,600 | $ 602,000 | 0.103751% | 0.107801% | $849.78 | $10,197.35 | $672.17 | $8,066.01 | $1,521.95 | $18,263.36 |
| 1641 | 28F | 1,161 | 4.5/2 | $ 486,400 | $ 608,000 | 0.104785% | 0.108876% | $858.25 | $10,298.99 | $678.87 | $8,146.40 | $1,537.12 | $18,445.38 |
| 1641 | 29F | 1,161 | 4.5/2 | $ 491,200 | $ 614,000 | 0.105819% | 0.109950% | $866.72 | $10,400.62 | $685.57 | $8,226.79 | $1,552.28 | $18,627.41 |
| 1641 | 30F | 1,161 | 4.5/2 | $ 496,000 | $ 620,000 | 0.106853% | 0.111025% | $875.19 | $10,502.26 | $692.27 | $8,307.18 | $1,567.45 | $18,809.44 |
| 1641 | 31F | 1,161 | 4.5/2 | $ 502,000 | $ 627,500 | 0.108146% | 0.112368% | $885.77 | $10,629.30 | $700.64 | $8,407.67 | $1,586.41 | $19,036.97 |
| 1641 | 32F | 1,161 | 4.5/2 | $ 508,000 | $ 635,000 | 0.109439% | 0.113711% | $896.36 | $10,756.34 | $709.01 | $8,508.16 | $1,605.38 | $19,264.51 |
| 1641 | 33F | 1,161 | 4.5/2 | $ 514,000 | $ 642,500 | 0.110731% | 0.115054% | $906.95 | $10,883.39 | $717.39 | $8,608.65 | $1,624.34 | $19,492.04 |
| 1641 | 34F | 1,161 | 4.5/2 | $ 520,000 | $ 650,000 | 0.112024% | 0.116397% | $917.54 | $11,010.43 | $725.76 | $8,709.14 | $1,643.30 | $19,719.57 |
| 1641 | 35F | 1,161 | 4.5/2 | $ 526,000 | $ 657,500 | 0.113316% | 0.117740% | $928.12 | $11,137.47 | $734.14 | $8,809.63 | $1,662.26 | $19,947.11 |
| 1641 | 36F | 1,161 | 4.5/2 | $ 532,000 | $ 665,000 | 0.114609% | 0.119083% | $938.71 | $11,264.52 | $742.51 | $8,910.12 | $1,681.22 | $20,174.64 |
| 1641 | 37F | 1,161 | 4.5/2 | $ 538,000 | $ 672,500 | 0.115902% | 0.120426% | $949.30 | $11,391.56 | $750.88 | $9,010.61 | $1,700.18 | $20,402.17 |
| 1641 | 3G | 835 | 3.5/1 | $ 256,000 | $ 320,000 | 0.055150% | 0.057303% | $451.71 | $5,420.52 | $357.30 | $4,287.58 | $809.01 | $9,708.10 |
| 1641 | 4G | 835 | 3.5/1 | $ 270,400 | $ 338,000 | 0.058252% | 0.060526% | $477.12 | $5,725.42 | $377.40 | $4,528.75 | $854.51 | $10,254.18 |
| 1641 | 5G | 835 | 3.5/1 | $ 271,600 | $ 339,500 | 0.058511% | 0.060795% | $479.24 | $5,750.83 | $379.07 | $4,548.85 | $858.31 | $10,299.68 |
| 1641 | 6G | 835 | 3.5/1 | $ 272,800 | $ 341,000 | 0.058769% | 0.061064% | $481.35 | $5,776.24 | $380.75 | $4,568.95 | $862.10 | $10,345.19 |
| 1641 | 7G | 835 | 3.5/1 | $ 274,000 | $ 342,500 | 0.059028% | 0.061332% | $483.47 | $5,801.65 | $382.42 | $4,589.05 | $865.89 | $10,390.70 |
| 1641 | 8G | 835 | 3.5/1 | $ 275,200 | $ 344,000 | 0.059286% | 0.061601% | $485.59 | $5,827.06 | $384.10 | $4,609.15 | $869.68 | $10,436.20 |
| 1641 | 9G | 835 | 3.5/1 | $ 276,400 | $ 345,500 | 0.059545% | 0.061869% | $487.71 | $5,852.47 | $385.77 | $4,629.24 | $873.48 | $10,481.71 |
| 1641 | 10G | 835 | 3.5/1 | $ 277,600 | $ 347,000 | 0.059803% | 0.062138% | $489.82 | $5,877.88 | $387.45 | $4,649.34 | $877.27 | $10,527.22 |
| 1641 | 11G | 835 | 3.5/1 | $ 278,800 | $ 348,500 | 0.060062% | 0.062407% | $491.94 | $5,903.28 | $389.12 | $4,669.44 | $881.06 | $10,572.72 |
| 1641 | 12G | 835 | 3.5/1 | $ 280,000 | $ 350,000 | 0.060320% | 0.062675% | $494.06 | $5,928.69 | $390.79 | $4,689.54 | $884.85 | $10,618.23 |
| 1641 | 13G | 835 | 3.5/1 | $ 281,200 | $ 351,500 | 0.060579% | 0.062944% | $496.18 | $5,954.10 | $392.47 | $4,709.64 | $888.64 | $10,663.74 |
| 1641 | 14G | 835 | 3.5/1 | $ 283,200 | $ 354,000 | 0.061010% | 0.063392% | $499.70 | $5,996.45 | $395.26 | $4,743.13 | $894.97 | $10,739.58 |
| 1641 | 15G | 835 | 3.5/1 | $ 285,200 | $ 356,500 | 0.061441% | 0.063839% | $503.23 | $6,038.80 | $398.05 | $4,776.63 | $901.29 | $10,815.43 |
| 1641 | 16G | 835 | 3.5/1 | $ 287,200 | $ 359,000 | 0.061872% | 0.064287% | $506.76 | $6,081.15 | $400.84 | $4,810.13 | $907.61 | $10,891.27 |
| 1641 | 17G | 835 | 3.5/1 | $ 289,200 | $ 361,500 | 0.062302% | 0.064735% | $510.29 | $6,123.49 | $403.64 | $4,843.62 | $913.93 | $10,967.12 |
| 1641 | 18G | 835 | 3.5/1 | $ 291,200 | $ 364,000 | 0.062733% | 0.065182% | $513.82 | $6,165.84 | $406.43 | $4,877.12 | $920.25 | $11,042.96 |
| 1641 | 19G | 835 | 3.5/1 | $ 293,200 | $ 366,500 | 0.063164% | 0.065630% | $517.35 | $6,208.19 | $409.22 | $4,910.62 | $926.57 | $11,118.80 |
| 1641 | 20G | 835 | 3.5/1 | $ 295,200 | $ 369,000 | 0.063595% | 0.066078% | $520.88 | $6,250.54 | $412.01 | $4,944.11 | $932.89 | $11,194.65 |
| 1641 | 21G | 835 | 3.5/1 | $ 297,200 | $ 371,500 | 0.064026% | 0.066525% | $524.41 | $6,292.88 | $414.80 | $4,977.61 | $939.21 | $11,270.49 |
| 1641 | 22G | 835 | 3.5/1 | $ 300,400 | $ 375,500 | 0.064715% | 0.067242% | $530.05 | $6,360.64 | $419.27 | $5,031.20 | $949.32 | $11,391.85 |
| 1641 | 23G | 835 | 3.5/1 | $ 303,600 | $ 379,500 | 0.065405% | 0.067958% | $535.70 | $6,428.40 | $423.73 | $5,084.80 | $959.43 | $11,513.20 |
| 1641 | 24G | 835 | 3.5/1 | $ 306,800 | $ 383,500 | 0.066094% | 0.068674% | $541.35 | $6,496.15 | $428.20 | $5,138.39 | $969.55 | $11,634.55 |
| 1641 | 25G | 835 | 3.5/1 | $ 310,000 | $ 387,500 | 0.066783% | 0.069390% | $546.99 | $6,563.91 | $432.67 | $5,191.99 | $979.66 | $11,755.90 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1641 | 26G | 835 | 3.5/1 | $ 313,200 | $ 391,500 | 0.067473% | 0.070107% | $552.64 | $6,631.67 | $437.13 | $5,245.58 | $989.77 | $11,877.25 |
| 1641 | 27G | 835 | 3.5/1 | $ 316,400 | $ 395,500 | 0.068162% | 0.070823% | $558.29 | $6,699.42 | $441.60 | $5,299.18 | $999.88 | $11,998.60 |
| 1641 | 28G | 835 | 3.5/1 | $ 319,600 | $ 399,500 | 0.068852% | 0.071539% | $563.93 | $6,767.18 | $446.06 | $5,352.77 | $1,010.00 | $12,119.95 |
| 1641 | 29G | 835 | 3.5/1 | $ 324,400 | $ 405,500 | 0.069886% | 0.072614% | $572.40 | $6,868.81 | $452.76 | $5,433.16 | $1,025.16 | $12,301.98 |
| 1641 | 30G | 835 | 3.5/1 | $ 329,200 | $ 411,500 | 0.070920% | 0.073688% | $580.87 | $6,970.45 | $459.46 | $5,513.56 | $1,040.33 | $12,484.01 |
| 1641 | 31G | 835 | 3.5/1 | $ 334,000 | $ 417,500 | 0.071954% | 0.074763% | $589.34 | $7,072.08 | $466.16 | $5,593.95 | $1,055.50 | $12,666.03 |
| 1641 | 32G | 835 | 3.5/1 | $ 338,800 | $ 423,500 | 0.072988% | 0.075837% | $597.81 | $7,173.72 | $472.86 | $5,674.34 | $1,070.67 | $12,848.06 |
| 1641 | 33G | 835 | 3.5/1 | $ 343,600 | $ 429,500 | 0.074022% | 0.076912% | $606.28 | $7,275.35 | $479.56 | $5,754.73 | $1,085.84 | $13,030.09 |
| 1641 | 34G | 835 | 3.5/1 | $ 348,400 | $ 435,500 | 0.075056% | 0.077986% | $614.75 | $7,376.99 | $486.26 | $5,835.13 | $1,101.01 | $13,212.11 |
| 1641 | 35G | 835 | 3.5/1 | $ 353,200 | $ 441,500 | 0.076090% | 0.079060% | $623.22 | $7,478.62 | $492.96 | $5,915.52 | $1,116.18 | $13,394.14 |
| 1641 | 36G | 835 | 3.5/1 | $ 358,000 | $ 447,500 | 0.077124% | 0.080135% | $631.69 | $7,580.26 | $499.66 | $5,995.91 | $1,131.35 | $13,576.17 |
| 1641 | 37G | 835 | 3.5/1 | $ 362,800 | $ 453,500 | 0.078158% | 0.081209% | $640.16 | $7,681.89 | $506.36 | $6,076.30 | $1,146.52 | $13,758.19 |
| 1641 | 3H | 1,158 | 4.5/2 | $ 376,000 | $ 470,000 | 0.081002% | 0.084164% | $663.45 | $7,961.39 | $524.78 | $6,297.38 | $1,188.23 | $14,258.77 |
| 1641 | 4H | 1,158 | 4.5/2 | $ 398,400 | $ 498,000 | 0.085827% | 0.089178% | $702.97 | $8,435.68 | $556.05 | $6,672.54 | $1,259.02 | $15,108.23 |
| 1641 | 5H | 1,158 | 4.5/2 | $ 400,800 | $ 501,000 | 0.086344% | 0.089715% | $707.21 | $8,486.50 | $559.39 | $6,712.74 | $1,266.60 | $15,199.24 |
| 1641 | 6H | 1,158 | 4.5/2 | $ 403,200 | $ 504,000 | 0.086862% | 0.090252% | $711.44 | $8,537.32 | $562.74 | $6,752.93 | $1,274.19 | $15,290.25 |
| 1641 | 7H | 1,158 | 4.5/2 | $ 405,600 | $ 507,000 | 0.087379% | 0.090790% | $715.68 | $8,588.14 | $566.09 | $6,793.13 | $1,281.77 | $15,381.27 |
| 1641 | 8H | 1,158 | 4.5/2 | $ 408,000 | $ 510,000 | 0.087896% | 0.091327% | $719.91 | $8,638.95 | $569.44 | $6,833.33 | $1,289.36 | $15,472.28 |
| 1641 | 9H | 1,158 | 4.5/2 | $ 410,800 | $ 513,500 | 0.088499% | 0.091954% | $724.85 | $8,698.24 | $573.35 | $6,880.22 | $1,298.21 | $15,578.46 |
| 1641 | 10H | 1,158 | 4.5/2 | $ 413,600 | $ 517,000 | 0.089102% | 0.092580% | $729.79 | $8,757.53 | $577.26 | $6,927.12 | $1,307.05 | $15,684.64 |
| 1641 | 11H | 1,158 | 4.5/2 | $ 416,400 | $ 520,500 | 0.089705% | 0.093207% | $734.73 | $8,816.81 | $581.17 | $6,974.01 | $1,315.90 | $15,790.83 |
| 1641 | 12H | 1,158 | 4.5/2 | $ 419,200 | $ 524,000 | 0.090308% | 0.093834% | $739.68 | $8,876.10 | $585.08 | $7,020.91 | $1,324.75 | $15,897.01 |
| 1641 | 13H | 1,158 | 4.5/2 | $ 422,400 | $ 528,000 | 0.090998% | 0.094550% | $745.32 | $8,943.86 | $589.54 | $7,074.50 | $1,334.86 | $16,018.36 |
| 1641 | 14H | 1,158 | 4.5/2 | $ 425,600 | $ 532,000 | 0.091687% | 0.095266% | $750.97 | $9,011.61 | $594.01 | $7,128.10 | $1,344.98 | $16,139.71 |
| 1641 | 15H | 1,158 | 4.5/2 | $ 428,800 | $ 536,000 | 0.092377% | 0.095983% | $756.61 | $9,079.37 | $598.47 | $7,181.69 | $1,355.09 | $16,261.06 |
| 1641 | 16H | 1,158 | 4.5/2 | $ 432,000 | $ 540,000 | 0.093066% | 0.096699% | $762.26 | $9,147.13 | $602.94 | $7,235.29 | $1,365.20 | $16,382.41 |
| 1641 | 17H | 1,158 | 4.5/2 | $ 435,200 | $ 544,000 | 0.093755% | 0.097415% | $767.91 | $9,214.88 | $607.41 | $7,288.88 | $1,375.31 | $16,503.76 |
| 1641 | 18H | 1,158 | 4.5/2 | $ 438,400 | $ 548,000 | 0.094445% | 0.098132% | $773.55 | $9,282.64 | $611.87 | $7,342.48 | $1,385.43 | $16,625.12 |
| 1641 | 19H | 1,158 | 4.5/2 | $ 441,600 | $ 552,000 | 0.095134% | 0.098848% | $779.20 | $9,350.40 | $616.34 | $7,396.07 | $1,395.54 | $16,746.47 |
| 1641 | 20H | 1,182 | 4.5/2 | $ 454,800 | $ 568,500 | 0.097978% | 0.101803% | $802.49 | $9,629.89 | $634.76 | $7,617.15 | $1,437.25 | $17,247.04 |
| 1641 | 21H | 1,182 | 4.5/2 | $ 458,800 | $ 573,500 | 0.098839% | 0.102698% | $809.55 | $9,714.59 | $640.35 | $7,684.14 | $1,449.89 | $17,398.73 |
| 1641 | 22H | 1,182 | 4.5/2 | $ 462,800 | $ 578,500 | 0.099701% | 0.103593% | $816.61 | $9,799.28 | $645.93 | $7,751.14 | $1,462.53 | $17,550.42 |
| 1641 | 23H | 1,182 | 4.5/2 | $ 466,800 | $ 583,500 | 0.100563% | 0.104489% | $823.66 | $9,883.98 | $651.51 | $7,818.13 | $1,475.18 | $17,702.11 |
| 1641 | 24H | 1,182 | 4.5/2 | $ 470,800 | $ 588,500 | 0.101425% | 0.105384% | $830.72 | $9,968.67 | $657.09 | $7,885.12 | $1,487.82 | $17,853.80 |
| 1641 | 25H | 1,162 | 4.5/2 | $ 467,600 | $ 584,500 | 0.100735% | 0.104668% | $825.08 | $9,900.92 | $652.63 | $7,831.53 | $1,477.70 | $17,732.45 |
| 1641 | 26H | 1,162 | 4.5/2 | $ 472,400 | $ 590,500 | 0.101769% | 0.105742% | $833.55 | $10,002.55 | $659.33 | $7,911.92 | $1,492.87 | $17,914.47 |
| 1641 | 27H | 1,162 | 4.5/2 | $ 477,200 | $ 596,500 | 0.102803% | 0.106817% | $842.02 | $10,104.19 | $666.03 | $7,992.31 | $1,508.04 | $18,096.50 |
| 1641 | 28H | 1,162 | 4.5/2 | $ 482,000 | $ 602,500 | 0.103837% | 0.107891% | $850.49 | $10,205.82 | $672.73 | $8,072.71 | $1,523.21 | $18,278.53 |
| 1641 | 29H | 1,162 | 4.5/2 | $ 486,800 | $ 608,500 | 0.104871% | 0.108965% | $858.95 | $10,307.46 | $679.42 | $8,153.10 | $1,538.38 | $18,460.55 |
| 1641 | 30H | 1,162 | 4.5/2 | $ 491,600 | $ 614,500 | 0.105906% | 0.110040% | $867.42 | $10,409.09 | $686.12 | $8,233.49 | $1,553.55 | $18,642.58 |
| 1641 | 31H | 1,162 | 4.5/2 | $ 497,600 | $ 622,000 | 0.107198% | 0.111383% | $878.01 | $10,536.13 | $694.50 | $8,333.98 | $1,572.51 | $18,870.11 |
| 1641 | 32H | 1,162 | 4.5/2 | $ 503,600 | $ 629,500 | 0.108491% | 0.112726% | $888.60 | $10,663.18 | $702.87 | $8,434.47 | $1,591.47 | $19,097.65 |
| 1641 | 33H | 1,162 | 4.5/2 | $ 509,600 | $ 637,000 | 0.109783% | 0.114069% | $899.19 | $10,790.22 | $711.25 | $8,534.96 | $1,610.43 | $19,325.18 |
| 1641 | 34H | 1,162 | 4.5/2 | $ 515,600 | $ 644,500 | 0.111076% | 0.115412% | $909.77 | $10,917.26 | $719.62 | $8,635.45 | $1,629.39 | $19,552.71 |
| 1641 | 35H | 1,162 | 4.5/2 | $ 521,600 | $ 652,000 | 0.112368% | 0.116755% | $920.36 | $11,044.31 | $727.99 | $8,735.94 | $1,648.35 | $19,780.25 |
| 1641 | 36H | 1,162 | 4.5/2 | $ 527,600 | $ 659,500 | 0.113661% | 0.118098% | $930.95 | $11,171.35 | $736.37 | $8,836.43 | $1,667.32 | $20,007.78 |
| 1641 | 37H | 1,162 | 4.5/2 | $ 533,600 | $ 667,000 | 0.114954% | 0.119441% | $941.53 | $11,298.39 | $744.74 | $8,936.92 | $1,686.28 | $20,235.31 |
| 1641 | 1J | 833 | 3.5/1 | $ 262,800 | $ 328,500 | 0.056615% | 0.058825% | $463.71 | $5,564.50 | $366.79 | $4,401.47 | $830.50 | $9,965.97 |
| 1641 | 2J | 833 | 3.5/1 | $ 264,000 | $ 330,000 | 0.056874% | 0.059094% | $465.83 | $5,589.91 | $368.46 | $4,421.56 | $834.29 | $10,011.48 |
| 1641 | 3J | 833 | 3.5/1 | $ 245,600 | $ 307,000 | 0.052910% | 0.054975% | $433.36 | $5,200.31 | $342.78 | $4,113.39 | $776.14 | $9,313.71 |
| 1641 | 4J v | 833 | 3.5/1 | $ 266,400 | $ 333,000 | 0.057391% | 0.059631% | $470.06 | $5,640.73 | $371.81 | $4,461.76 | $841.87 | $10,102.49 |
| 1641 | 5J | 833 | 3.5/1 | $ 267,600 | $ 334,500 | 0.057649% | 0.059900% | $472.18 | $5,666.14 | $373.49 | $4,481.86 | $845.67 | $10,148.00 |
| 1641 | 6J | 833 | 3.5/1 | $ 268,800 | $ 336,000 | 0.057908% | 0.060168% | $474.30 | $5,691.55 | $375.16 | $4,501.96 | $849.46 | $10,193.50 |
| 1641 | 7J | 833 | 3.5/1 | $ 270,000 | $ 337,500 | 0.058166% | 0.060437% | $476.41 | $5,716.95 | $376.84 | $4,522.05 | $853.25 | $10,239.01 |
| 1641 | 8J | 833 | 3.5/1 | $ 271,200 | $ 339,000 | 0.058425% | 0.060705% | $478.53 | $5,742.36 | $378.51 | $4,542.15 | $857.04 | $10,284.52 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1641 | 9J | 833 | 3.5/1 | $ 272,400 | $ 340,500 | 0.058683% | 0.060974% | $480.65 | $5,767.77 | $380.19 | $4,562.25 | $860.84 | $10,330.02 |
| 1641 | 10J | 833 | 3.5/1 | $ 273,600 | $ 342,000 | 0.058942% | 0.061243% | $482.76 | $5,793.18 | $381.86 | $4,582.35 | $864.63 | $10,375.53 |
| 1641 | 11J v | 833 | 3.5/1 | $ 274,800 | $ 343,500 | 0.059200% | 0.061511% | $484.88 | $5,818.59 | $383.54 | $4,602.45 | $868.42 | $10,421.04 |
| 1641 | 12J | 833 | 3.5/1 | $ 276,000 | $ 345,000 | 0.059459% | 0.061780% | $487.00 | $5,844.00 | $385.21 | $4,622.54 | $872.21 | $10,466.54 |
| 1641 | 13J v | 833 | 3.5/1 | $ 277,200 | $ 346,500 | 0.059717% | 0.062049% | $489.12 | $5,869.41 | $386.89 | $4,642.64 | $876.00 | $10,512.05 |
| 1641 | 14J | 833 | 3.5/1 | $ 279,200 | $ 349,000 | 0.060148% | 0.062496% | $492.65 | $5,911.75 | $389.68 | $4,676.14 | $882.32 | $10,587.89 |
| 1641 | 15J | 833 | 3.5/1 | $ 281,200 | $ 351,500 | 0.060579% | 0.062944% | $496.18 | $5,954.10 | $392.47 | $4,709.64 | $888.64 | $10,663.74 |
| 1641 | 16J | 833 | 3.5/1 | $ 283,200 | $ 354,000 | 0.061010% | 0.063392% | $499.70 | $5,996.45 | $395.26 | $4,743.13 | $894.97 | $10,739.58 |
| 1641 | 17J | 833 | 3.5/1 | $ 285,200 | $ 356,500 | 0.061441% | 0.063839% | $503.23 | $6,038.80 | $398.05 | $4,776.63 | $901.29 | $10,815.43 |
| 1641 | 18J | 833 | 3.5/1 | $ 287,200 | $ 359,000 | 0.061872% | 0.064287% | $506.76 | $6,081.15 | $400.84 | $4,810.13 | $907.61 | $10,891.27 |
| 1641 | 19J | 833 | 3.5/1 | $ 289,200 | $ 361,500 | 0.062302% | 0.064735% | $510.29 | $6,123.49 | $403.64 | $4,843.62 | $913.93 | $10,967.12 |
| 1641 | 20J | 833 | 3.5/1 | $ 291,200 | $ 364,000 | 0.062733% | 0.065182% | $513.82 | $6,165.84 | $406.43 | $4,877.12 | $920.25 | $11,042.96 |
| 1641 | 21J | 833 | 3.5/1 | $ 293,200 | $ 366,500 | 0.063164% | 0.065630% | $517.35 | $6,208.19 | $409.22 | $4,910.62 | $926.57 | $11,118.80 |
| 1641 | 22J | 833 | 3.5/1 | $ 296,400 | $ 370,500 | 0.063854% | 0.066346% | $523.00 | $6,275.94 | $413.68 | $4,964.21 | $936.68 | $11,240.16 |
| 1641 | 23J | 833 | 3.5/1 | $ 299,600 | $ 374,500 | 0.064543% | 0.067063% | $528.64 | $6,343.70 | $418.15 | $5,017.81 | $946.79 | $11,361.51 |
| 1641 | 24J | 833 | 3.5/1 | $ 302,800 | $ 378,500 | 0.065232% | 0.067779% | $534.29 | $6,411.46 | $422.62 | $5,071.40 | $956.90 | $11,482.86 |
| 1641 | 25J | 833 | 3.5/1 | $ 306,000 | $ 382,500 | 0.065922% | 0.068495% | $539.93 | $6,479.21 | $427.08 | $5,125.00 | $967.02 | $11,604.21 |
| 1641 | 26J | 833 | 3.5/1 | $ 309,200 | $ 386,500 | 0.066611% | 0.069211% | $545.58 | $6,546.97 | $431.55 | $5,178.59 | $977.13 | $11,725.56 |
| 1641 | 27J | 833 | 3.5/1 | $ 312,400 | $ 390,500 | 0.067300% | 0.069928% | $551.23 | $6,614.73 | $436.02 | $5,232.18 | $987.24 | $11,846.91 |
| 1641 | 28J | 833 | 3.5/1 | $ 317,200 | $ 396,500 | 0.068334% | 0.071002% | $559.70 | $6,716.36 | $442.71 | $5,312.58 | $1,002.41 | $12,028.94 |
| 1641 | 29J | 833 | 3.5/1 | $ 322,000 | $ 402,500 | 0.069369% | 0.072077% | $568.17 | $6,818.00 | $449.41 | $5,392.97 | $1,017.58 | $12,210.97 |
| 1641 | 30J | 833 | 3.5/1 | $ 326,800 | $ 408,500 | 0.070403% | 0.073151% | $576.64 | $6,919.63 | $456.11 | $5,473.36 | $1,032.75 | $12,392.99 |
| 1641 | 31J | 833 | 3.5/1 | $ 331,600 | $ 414,500 | 0.071437% | 0.074225% | $585.11 | $7,021.27 | $462.81 | $5,553.75 | $1,047.92 | $12,575.02 |
| 1641 | 32J | 833 | 3.5/1 | $ 336,400 | $ 420,500 | 0.072471% | 0.075300% | $593.58 | $7,122.90 | $469.51 | $5,634.15 | $1,063.09 | $12,757.05 |
| 1641 | 1K | 1,113 | 4.5/2 | $ 375,600 | $ 469,500 | 0.080916% | 0.084074% | $662.74 | $7,952.92 | $524.22 | $6,290.68 | $1,186.97 | $14,243.60 |
| 1641 | 2K | 1,155 | 4.5/2 | $ 392,400 | $ 490,500 | 0.084535% | 0.087835% | $692.39 | $8,308.64 | $547.67 | $6,572.05 | $1,240.06 | $14,880.69 |
| 1641 | 3K | 1,155 | 4.5/2 | $ 365,200 | $ 456,500 | 0.078675% | 0.081746% | $644.39 | $7,732.71 | $509.71 | $6,116.50 | $1,154.10 | $13,849.21 |
| 1641 | 4K | 1,155 | 4.5/2 | $ 397,200 | $ 496,500 | 0.085569% | 0.088909% | $700.86 | $8,410.27 | $554.37 | $6,652.44 | $1,255.23 | $15,062.72 |
| 1641 | 5K | 1,155 | 4.5/2 | $ 399,600 | $ 499,500 | 0.086086% | 0.089447% | $705.09 | $8,461.09 | $557.72 | $6,692.64 | $1,262.81 | $15,153.73 |
| 1641 | 6K | 1,155 | 4.5/2 | $ 402,000 | $ 502,500 | 0.086603% | 0.089984% | $709.33 | $8,511.91 | $561.07 | $6,732.84 | $1,270.40 | $15,244.75 |
| 1641 | 7K | 1,155 | 4.5/2 | $ 404,400 | $ 505,500 | 0.087120% | 0.090521% | $713.56 | $8,562.73 | $564.42 | $6,773.03 | $1,277.98 | $15,335.76 |
| 1641 | 8K | 1,155 | 4.5/2 | $ 406,800 | $ 508,500 | 0.087637% | 0.091058% | $717.80 | $8,613.54 | $567.77 | $6,813.23 | $1,285.56 | $15,426.77 |
| 1641 | 9K | 1,155 | 4.5/2 | $ 409,600 | $ 512,000 | 0.088240% | 0.091685% | $722.74 | $8,672.83 | $571.68 | $6,860.12 | $1,294.41 | $15,532.96 |
| 1641 | 10K | 1,155 | 4.5/2 | $ 412,400 | $ 515,500 | 0.088843% | 0.092312% | $727.68 | $8,732.12 | $575.58 | $6,907.02 | $1,303.26 | $15,639.14 |
| 1641 | 11K | 1,155 | 4.5/2 | $ 415,200 | $ 519,000 | 0.089447% | 0.092938% | $732.62 | $8,791.40 | $579.49 | $6,953.92 | $1,312.11 | $15,745.32 |
| 1641 | 12K | 1,155 | 4.5/2 | $ 418,000 | $ 522,500 | 0.090050% | 0.093565% | $737.56 | $8,850.69 | $583.40 | $7,000.81 | $1,320.96 | $15,851.50 |
| 1641 | 13K | 1,155 | 4.5/2 | $ 421,200 | $ 526,500 | 0.090739% | 0.094282% | $743.20 | $8,918.45 | $587.87 | $7,054.41 | $1,331.07 | $15,972.85 |
| 1641 | 14K | 1,155 | 4.5/2 | $ 424,400 | $ 530,500 | 0.091429% | 0.094998% | $748.85 | $8,986.20 | $592.33 | $7,108.00 | $1,341.18 | $16,094.20 |
| 1641 | 15K | 1,155 | 4.5/2 | $ 427,600 | $ 534,500 | 0.092118% | 0.095714% | $754.50 | $9,053.96 | $596.80 | $7,161.59 | $1,351.30 | $16,215.56 |
| 1641 | 16K | 1,155 | 4.5/2 | $ 430,800 | $ 538,500 | 0.092807% | 0.096430% | $760.14 | $9,121.72 | $601.27 | $7,215.19 | $1,361.41 | $16,336.91 |
| 1641 | 17K | 1,155 | 4.5/2 | $ 434,000 | $ 542,500 | 0.093497% | 0.097147% | $765.79 | $9,189.47 | $605.73 | $7,268.78 | $1,371.52 | $16,458.26 |
| 1641 | 18K | 1,179 | 4.5/2 | $ 447,200 | $ 559,000 | 0.096340% | 0.100101% | $789.08 | $9,468.97 | $624.16 | $7,489.86 | $1,413.24 | $16,958.83 |
| 1641 | 19K | 1,179 | 4.5/2 | $ 451,200 | $ 564,000 | 0.097202% | 0.100997% | $796.14 | $9,553.67 | $629.74 | $7,556.86 | $1,425.88 | $17,110.52 |
| 1641 | 20K | 1,179 | 4.5/2 | $ 455,200 | $ 569,000 | 0.098064% | 0.101892% | $803.20 | $9,638.36 | $635.32 | $7,623.85 | $1,438.52 | $17,262.21 |
| 1641 | 21K | 1,179 | 4.5/2 | $ 459,200 | $ 574,000 | 0.098926% | 0.102787% | $810.25 | $9,723.06 | $640.90 | $7,690.84 | $1,451.16 | $17,413.90 |
| 1641 | 22K | 1,179 | 4.5/2 | $ 463,200 | $ 579,000 | 0.099787% | 0.103683% | $817.31 | $9,807.75 | $646.49 | $7,757.84 | $1,463.80 | $17,565.59 |
| 1641 | 23K | 1,159 | 4.5/2 | $ 461,200 | $ 576,500 | 0.099356% | 0.103235% | $813.78 | $9,765.40 | $643.69 | $7,724.34 | $1,457.48 | $17,489.74 |
| 1641 | 24K | 1,159 | 4.5/2 | $ 467,200 | $ 584,000 | 0.100649% | 0.104578% | $824.37 | $9,892.45 | $652.07 | $7,824.83 | $1,476.44 | $17,717.28 |
| 1641 | 25K | 1,159 | 4.5/2 | $ 473,200 | $ 591,500 | 0.101942% | 0.105921% | $834.96 | $10,019.49 | $660.44 | $7,925.32 | $1,495.40 | $17,944.81 |
| 1641 | 26K | 1,159 | 4.5/2 | $ 479,200 | $ 599,000 | 0.103234% | 0.107264% | $845.54 | $10,146.53 | $668.82 | $8,025.81 | $1,514.36 | $18,172.34 |
| 1641 | 27K | 1,159 | 4.5/2 | $ 485,200 | $ 606,500 | 0.104527% | 0.108607% | $856.13 | $10,273.58 | $677.19 | $8,126.30 | $1,533.32 | $18,399.88 |
| 1641 | 28K | 1,159 | 4.5/2 | $ 491,200 | $ 614,000 | 0.105819% | 0.109950% | $866.72 | $10,400.62 | $685.57 | $8,226.79 | $1,552.28 | $18,627.41 |
| 1641 | 29K | 1,159 | 4.5/2 | $ 498,400 | $ 623,000 | 0.107370% | 0.111562% | $879.42 | $10,553.07 | $695.61 | $8,347.38 | $1,575.04 | $18,900.45 |
| 1641 | 30K | 1,159 | 4.5/2 | $ 505,600 | $ 632,000 | 0.108922% | 0.113174% | $892.13 | $10,705.53 | $705.66 | $8,467.97 | $1,597.79 | $19,173.49 |
| 1641 | 31K | 1,159 | 4.5/2 | $ 512,800 | $ 641,000 | 0.110473% | 0.114785% | $904.83 | $10,857.98 | $715.71 | $8,588.55 | $1,620.54 | $19,446.53 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1641 | 32K | 1,159 | 4.5/2 | $ 520,000 | $ 650,000 | 0.112024% | 0.116397% | $917.54 | $11,010.43 | $725.76 | $8,709.14 | $1,643.30 | $19,719.57 |
| SUBTOTALS FOR RESIDENTIAL UNITS:(12) | | 1143756 | | $ 443,777,600 | $ 554,722,000 | 95.603153% | 99.3352840% | $783,042.00 | $9,396,503.98 | $619,378.57 | $7,432,542.86 | $1,402,420.57 | $16,829,046.84 |
| **STORAGE UNITS** | | | | | | | | | | | | | |
| 1601 | SU-A3 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A4 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A5 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A6 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A7 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A8 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A9 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A10 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A11 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A12 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A13 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A14 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A15 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A16 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A17 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A18 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A19 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A20 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A21 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A22 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A23 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A24 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A25 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A26 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A27 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A28 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A29 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1601 | SU-A30 | 36 | N/A | N/A | $ 9,000 | 0.001551% | 0.001612% | $12.70 | $152.45 | $10.05 | $120.59 | $22.75 | $273.04 |
| 1601 | SU-A31 | 36 | N/A | N/A | $ 12,000 | 0.002068% | 0.002149% | $16.94 | $203.27 | $13.40 | $160.78 | $30.34 | $364.05 |
| 1601 | SU-A32 | 36 | N/A | N/A | $ 12,000 | 0.002068% | 0.002149% | $16.94 | $203.27 | $13.40 | $160.78 | $30.34 | $364.05 |
| 1601 | SU-A33 | 36 | N/A | N/A | $ 12,000 | 0.002068% | 0.002149% | $16.94 | $203.27 | $13.40 | $160.78 | $30.34 | $364.05 |
| 1601 | SU-A34 | 36 | N/A | N/A | $ 12,000 | 0.002068% | 0.002149% | $16.94 | $203.27 | $13.40 | $160.78 | $30.34 | $364.05 |
| 1601 | SU-B3 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B4 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B5 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B6 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B9 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B10 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B11 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B12 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B13 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B14 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B15 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B16 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B17 (13) | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B18 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B21 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B22 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B23 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B24 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B25 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1601 | SU-B26 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1601 | SU-B30 | 66 | N/A | N/A | $ 20,000 | 0.003447% | 0.003581% | $28.23 | $338.78 | $22.33 | $267.97 | $50.56 | $606.76 |
| 1601 | SU-B31 | 66 | N/A | N/A | $ 20,000 | 0.003447% | 0.003581% | $28.23 | $338.78 | $22.33 | $267.97 | $50.56 | $606.76 |
| 1601 | SU-B32 | 66 | N/A | N/A | $ 20,000 | 0.003447% | 0.003581% | $28.23 | $338.78 | $22.33 | $267.97 | $50.56 | $606.76 |
| 1601 | SU-B33 | 66 | N/A | N/A | $ 20,000 | 0.003447% | 0.003581% | $28.23 | $338.78 | $22.33 | $267.97 | $50.56 | $606.76 |
| 1601 | SU-B34 | 66 | N/A | N/A | $ 20,000 | 0.003447% | 0.003581% | $28.23 | $338.78 | $22.33 | $267.97 | $50.56 | $606.76 |
| 1619 | SU-A3 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A4 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A5 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A6 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A7 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A8 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A9 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A10 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A11 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A12 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A13 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A14 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A15 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A16 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A17 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A18 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A19 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A20 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A21 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A22 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A23 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A25 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A26 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A27 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A28 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-A29 | 72.5 | N/A | N/A | $ 22,000 | 0.003792% | 0.003940% | $31.06 | $372.66 | $24.56 | $294.77 | $55.62 | $667.43 |
| 1619 | SU-B3 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B6 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B7 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B8 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B9 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B10 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B11 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B12 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B13 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B14 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B15 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B18 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B19 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B20 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1619 | SU-B21 | 66 | N/A | N/A | $ 21,000 | 0.003619% | 0.003761% | $29.64 | $355.72 | $23.45 | $281.37 | $53.09 | $637.09 |
| 1619 | SU-B24 | 66 | N/A | N/A | $ 21,000 | 0.003619% | 0.003761% | $29.64 | $355.72 | $23.45 | $281.37 | $53.09 | $637.09 |
| 1623 | SU-A26 | 126 | N/A | N/A | $ 35,000 | 0.006032% | 0.006268% | $49.41 | $592.87 | $39.08 | $468.95 | $88.49 | $1,061.82 |
| 1623 | SU-A27 | 126 | N/A | N/A | $ 35,000 | 0.006032% | 0.006268% | $49.41 | $592.87 | $39.08 | $468.95 | $88.49 | $1,061.82 |
| 1623 | SU-A28 | 126 | N/A | N/A | $ 35,000 | 0.006032% | 0.006268% | $49.41 | $592.87 | $39.08 | $468.95 | $88.49 | $1,061.82 |
| 1623 | SU-A29 | 126 | N/A | N/A | $ 35,000 | 0.006032% | 0.006268% | $49.41 | $592.87 | $39.08 | $468.95 | $88.49 | $1,061.82 |
| 1623 | SU-A30 | 126 | N/A | N/A | $ 35,000 | 0.006032% | 0.006268% | $49.41 | $592.87 | $39.08 | $468.95 | $88.49 | $1,061.82 |
| 1623 | SU-A31 | 126 | N/A | N/A | $ 35,000 | 0.006032% | 0.006268% | $49.41 | $592.87 | $39.08 | $468.95 | $88.49 | $1,061.82 |
| 1623 | SU-A32 | 126 | N/A | N/A | $ 35,000 | 0.006032% | 0.006268% | $49.41 | $592.87 | $39.08 | $468.95 | $88.49 | $1,061.82 |
| 1623 | SU-A33 | 126 | N/A | N/A | $ 35,000 | 0.006032% | 0.006268% | $49.41 | $592.87 | $39.08 | $468.95 | $88.49 | $1,061.82 |
| 1623 | SU-A34 | 126 | N/A | N/A | $ 35,000 | 0.006032% | 0.006268% | $49.41 | $592.87 | $39.08 | $468.95 | $88.49 | $1,061.82 |
| 1623 | SU-A35 | 126 | N/A | N/A | $ 35,000 | 0.006032% | 0.006268% | $49.41 | $592.87 | $39.08 | $468.95 | $88.49 | $1,061.82 |
| 1623 | SU-A36 | 126 | N/A | N/A | $ 35,000 | 0.006032% | 0.006268% | $49.41 | $592.87 | $39.08 | $468.95 | $88.49 | $1,061.82 |
| 1623 | SU-A37 | 126 | N/A | N/A | $ 35,000 | 0.006032% | 0.006268% | $49.41 | $592.87 | $39.08 | $468.95 | $88.49 | $1,061.82 |
| 1623 | SU-A38 | 82 | N/A | N/A | $ 25,000 | 0.004309% | 0.004477% | $35.29 | $423.48 | $27.91 | $334.97 | $63.20 | $758.45 |
| 1623 | SU-A39 | 82 | N/A | N/A | $ 25,000 | 0.004309% | 0.004477% | $35.29 | $423.48 | $27.91 | $334.97 | $63.20 | $758.45 |
| 1623 | SU-A40 | 82 | N/A | N/A | $ 25,000 | 0.004309% | 0.004477% | $35.29 | $423.48 | $27.91 | $334.97 | $63.20 | $758.45 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1623 | SU-A41 | 82 | N/A | N/A | $ 25,000 | 0.004309% | 0.004477% | $35.29 | $423.48 | $27.91 | $334.97 | $63.20 | $758.45 |
| 1623 | SU-A42 | 82 | N/A | N/A | $ 25,000 | 0.004309% | 0.004477% | $35.29 | $423.48 | $27.91 | $334.97 | $63.20 | $758.45 |
| 1623 | SU-B3 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B4 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B7 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B8 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B9 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B10 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B11 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B12 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B13 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B14 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B15 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B16 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B19 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B20 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B21 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B22 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B23 **(13)** | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B24 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B25 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B26 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B27 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B28 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B31 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B32 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B33 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B34 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B38 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B39 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B40 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B41 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1623 | SU-B42 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-A1 | 312 | N/A | N/A | $ 65,000 | 0.011202% | 0.011640% | $91.75 | $1,101.04 | $72.58 | $870.91 | $164.33 | $1,971.96 |
| 1641 | SU-A2 | 312 | N/A | N/A | $ 65,000 | 0.011202% | 0.011640% | $91.75 | $1,101.04 | $72.58 | $870.91 | $164.33 | $1,971.96 |
| 1641 | SU-B3 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B4 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B7 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B8 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B9 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B10 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B11 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B12 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B13 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B14 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B15 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B16 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B17 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B20 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B21 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B22 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B23 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B24 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B25 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B26 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B27 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| 1641 | SU-B28 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |

v = vacant

| ADDRESS AT THIRD AVENUE | (1) Unit | (2) Square Footage (Exceeds Usable Square Footage) | (3) Rooms and Bath | (4) Purchase Price to Eligible Tenants During 90-day Exclusive Period | (5) Price to Eligible Tenants Who Purchase After 90-Day Exclusive Period and to Non-Tenants | (6) Percentage of Common Interest | (7) Percentage of Residential Common Interest | (8) Estimated Monthly Common Charges | (8) Estimated Annual Common Charges | (9) Estimated Monthly Real Estate Taxes | (9) Estimated Annual Real Estate Taxes | (10) Estimated Total Monthly Carrying Charges | (10) Estimated Total Annual Carrying Charges |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1641 | SU-B29 | 66 | N/A | N/A | $ 19,000 | 0.003275% | 0.003402% | $26.82 | $321.84 | $21.21 | $254.57 | $48.03 | $576.42 |
| SUBTOTALS FOR STORAGE UNITS: | | 12,838.50 | | | $3,712,000 | 0.639742% | 0.664716% | $5,240 | $62,878.02 | $4,145 | $49,736 | $9,384 | $112,614 |
| SUBTOTALS OF RESIDENTIAL SECTION: | (12) | | | | $558,434,000 | 96.242895% | 100.00% | $788,282 | $9,459,382 | $623,523 | $7,482,279 | | |
| **COMMERCIAL UNIT** | | | | | | | | | | | | | |
| Commercial Unit | | | | N/A | N/A | 3.757105% | | $19,001 | $ 228,012 | $ 24,341 | $ 292,091 | | |
| Totals: | | | | | $558,434,000 | 100.00% | 100.00% | $ 807,283 | $9,687,394 | $ 647,864 | $ 7,774,370 | | |

v = vacant

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## FOOTNOTES TO SCHEDULE A

**(1)** The Floor Plans contained in Part II of the Plan and any other floor plan or sketch shown to a prospective Purchaser is only an approximation of the dimensions and layout of typical Units. The actual layout of a Unit may have been altered. Each Unit should be inspected prior to purchase to determine its useable dimensions, layout and physical condition. Floor Plans showing the location or configuration of Units contained in Part II of the Plan may be difficult to read due to the need to reduce them in size for inclusion in the Plan. Larger size Floor Plans are available for inspection in the Selling Agent's office during regular business hours.

References to "1601", "1619", "1623" and "1641", respectively, in the extreme left hand column of Schedule A means that Units listed in this column are located at the following respective addresses:

| Address Code | Address |
|---|---|
| 1601 | 1601 Third Avenue |
| 1619 | 1619 Third Avenue |
| 1623 | 1623 Third Avenue |
| 1641 | 1641 Third Avenue |

Please see Floor Plans for Storage Unit designations.

**(2)** Square footage listed exceeds the usable square footage and is calculated from dimensions of the Unit only, which are approximate and measured as follows: (1) vertically from the top of the concrete slab below the Unit to the top of the concrete slab above the Unit; and (2) horizontally by (a) the exterior face of the brickwork constituting the exterior walls of the Building bounding the Unit, (b) the exterior face of interior walls and partitions separating the Unit from Common Elements (if any) and (c) the center line of walls separating the Unit from other Units. References in this paragraph to the exterior face are from the perspective of a person standing within the Unit. Floor plans showing typical Units appear as Document Number 15 in Part II of the Plan. The elevations of the various floors of the Building as reflected on Drawing A-3 of the Floor Plans should not be relied upon as an indication of the vertical dimensions or ceiling height of any Unit. Such elevations are only approximate and generally include the height of the floor slab above the Unit.

**(3)** The number of rooms in each Unit set forth in Schedule A has been computed by Sponsor in accordance with the guidelines established by the Real Estate Board of New York, Inc. Partitions (if any) constructed by tenants or other occupants to enclose a sleeping alcove or walls moved or removed by tenants or other occupants (including former tenants or former owners) have not been taken into consideration for purposes of these calculations. The number of rooms set forth in Schedule A may vary from the registration information on file, if any, with any governmental or regulatory authority. There are no Residential Limited Common Elements limited in use to only

certain of the Residential Unit Owners but each of the Residential Unit Owners have the right to use the Residential Limited Common Elements, including without limitation, the Residential Plazas and Residential Terraces, the boundaries of which are more particularly delineated on the Floor Plans. The Commercial Unit Owner has the right to use the Commercial Limited Common Elements to the exclusion of the Residential Unit Owners (except for any applicable easements as set forth in the Declaration).

**(4)** An Eligible Tenant will have the exclusive right, during the Exclusive Purchase Period only, to purchase his or her Unit for the Price set forth in this column of Schedule A. See the Section of the Plan entitled "**Rights of Existing Tenants"** for further discussion.

Sponsor has reserved the right to change the Purchase Price of any Unit from time to time in the manner set forth below, provided that the Purchase Prices to Eligible Tenants may not be increased during the Exclusive Purchase Period.

Variation in Purchase Prices for similar Units may be accounted for by one or more considerations, such as size, exposure, views, Building location and space or room configuration.

See Footnote 12 below concerning the indicated purchase price for the Superintendent's Unit.

None of the Residential Units are subject to the Rent Stabilization Law of 1969 or the New York City Rent Stabilization Code. In addition, as set forth in greater detail in "**Rights of Existing Tenants**", except for the provisions of the Mitchell Lama Law and, with respect to Residential Units, GBL Section 352-eeee (as summarized in "**Rights of Existing Tenants**") neither the Residential Units nor the parking spaces (or rights to park) at the Property are now subject to any rent regulation or any of the Rent Laws, including, without limitation, the Rent Stabilization Law of 1969, the New York City Rent Stabilization Code, the New York City Rent and Rehabilitation Law, the Tenant Protection Regulations of the New York State Division of Housing and Community Renewal or the Emergency Tenant Protection Act of 1974.

Upon the Mitchell Lama Withdrawal, the amount of the rents that may be charged for Residential Units shall, as before, not be subject to any of the Rent Laws and shall no longer be subject to the Mitchell Lama Law, but shall be subject to (i) the provisions of the Settlement Agreement and the Settlement Rent Restrictions, (ii) the provisions of GBL Section 352-eeee (as described in "**Rights of Existing Tenants**") and (iii) for Units which are then the subject of an unexpired Mitchell Lama Lease (as hereinafter defined), the terms of such lease for the remainder of the term of such lease. As set forth in greater detail in the section of the Plan entitled "**Rights of Existing Tenants,"** the Settlement Rent Restrictions (as defined in such section of the Plan) apply only to Rent Program Eligible Tenants (as such term is defined in such section of the Plan) and will not benefit any tenant who first became a tenant of his Unit after June 29, 2001, which is the date as of which the plaintiff class in the Tenant Litigation was closed.

Upon Mitchell Lama Withdrawal, the other provisions of the Mitchell Lama Law shall be inapplicable to the Property as well, including, without limitation, restrictions on tenant selection, and no tenant or occupant of a Unit shall have any right to a renewal lease or continued occupancy of his or her Unit except as expressly provided in the Settlement Agreement or as required by GBL Section 352-eeee.

The purchase of a Residential Unit under the Plan does not include any right to park a vehicle at the Property. Upon Mitchell Lama Withdrawal, the amount of the rents or fees that may be charged a Non-Purchasing Tenant or Residential Unit Owner (including Purchasers) for a parking space or the right to park at the Property shall no longer be subject to any restriction and shall, as of the date of such Mitchell Lama Withdrawal, no longer be subject to the provisions of the Mitchell Lama Law, regardless of a tenant's right under the Settlement Agreement to continue to occupy such tenant's apartment unit under the terms of such tenant's unexpired Mitchell Lama Lease, if any, for the balance of the unexpired term of such lease. After Mitchell Lama Withdrawal, tenants and Residential Unit Owners (including Purchasers) wishing to park a vehicle at the Property will be required to enter into an agreement or arrangement with the Garage Tenant regarding parking of such vehicle and as to parking fees and rates. Sponsor reserves all of its rights as against the Garage Tenant to collect from the Garage Tenant such additional rent and other sums under the leases to the Garage Tenant which may arise on account of increased parking rents or fees payable to or collected by the Garage Tenant following Mitchell Lama Withdrawal.

**(5)** The Purchase Prices set forth in Schedule A must be decreased or increased by a duly filed amendment to the Plan when the change in price is (a) an across-the-board change affecting one or more lines of Units or Unit models; (b) a price change that is to be advertised; or (c) a price increase for an individual Purchaser. Purchase Prices are negotiable. Accordingly, Sponsor may enter into a Purchase Agreement with a non-occupant Purchaser to sell a particular Unit at prices less than those set forth in Schedule A without filing an amendment beforehand.

In addition to the payment of the Purchase Price, each Purchaser will be responsible for the payment of certain closing costs and expenses at the time of closing, such as legal fees to Sponsor's counsel and Purchaser's own attorney, title insurance premiums, transfer taxes, a fee to the Managing Agent and recording charges. If Purchaser obtains a mortgage loan, Purchaser will also be responsible for the payment of additional closing costs and expenses relating to such loan. Finally, the apportionment of certain charges relating to the Unit at the time of the closing of title will be reflected as adjustments to the Purchase Price. See the Section of the Plan entitled **"Unit Closing Costs and Adjustments."**

See Footnote 12 below concerning the indicated purchase price for the Superintendent's Unit.

**(6)** The Common Interest allocated to each Unit is based upon respective floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium. These allocations are made pursuant to the terms of the

Condominium Act. The aggregate Common Interest of all Units equals one hundred percent (100%).

**(7)** The Percentage of Residential Common Interest of each Residential Unit and Storage Unit is equal to the Common Interest of such Residential Unit or Storage Unit, as the case may be, divided by the aggregate of the Common Interests attributable to all Residential Units and Storage Units only (not including the Commercial Units) as set forth on Schedule A.

**(8)** These estimates were based upon the total Common Charges payable by the Residential Unit Owners as set forth in **"Schedule B: Projected Budget for the First Year of Condominium Operation"** (Schedule B), which was prepared for the year July 1, 2001 - June 30, 2002. The respective Common Charges amounts set forth on Schedule A for the respective Residential Units and Storage Units represent the product of (A) the total projected Common Charges payable by the Residential Unit Owners as a group as set forth on Schedule B, and (B) the respective Percentages of Residential Common Interest of the respective Residential Units and Storage Units. The total projected Common Charges payable by the Residential Unit Owners as a group as set forth on Schedule B consists of the sum of the projected Residential Common Charges (payable only by Residential Unit Owners) and the aggregate share of the projected General Common Charges payable by the Residential Unit Owners as a group.

The Common Charges shown for the Commercial Unit represents the total annual General Common Charges to be levied by the Condominium Board against and collected from the Commercial Unit Owner(s) during the First Year of Condominium Operation and exclude the Commercial Common Charges, which charges represent generally payment for the cost of repair, maintenance, replacement, restoration, and operation of, and any alteration, addition, or improvement to, the Commercial Limited Common Elements (except as may otherwise be provided in the Declaration or By-laws), which costs are the responsibility of the Commercial Unit Owners and are paid by the Commercial Unit Owner(s) directly instead of to the Condominium Board.

This period is used only for purposes of projection and illustration. Sponsor does not warrant that Condominium operation will commence on July 1, 2002. The estimated Common Charges are based upon the estimates of income and expenses set forth in Schedule B. The actual amounts of income and expenses may differ from the estimates thereof and may change in subsequent years. Because of the possibility of unforeseeable changes in the economy or increase or decrease in the amount of income and/or expenses of operation, the projections are not intended to be taken as guarantees or warranties of any kind whatsoever or as any assurance that the actual expenses or income of the Condominium for any period of operation may not vary from the amounts shown. In fact, it may be expected, based on current trends, that the operating expenses, including fuel costs, utilities, maintenance and repairs, labor and other related expenses, will increase in the future.

In addition to these estimated charges, each Unit Owner will be responsible for paying: (i) mortgage payments under any loan or loans obtained to finance the

acquisition of his or her Unit; (ii) the cost of interior repairs to, and the maintenance, painting and decoration of, his or her Unit (including, without limitation, the equipment and appliances contained therein); (iii) the cost of any insurance covering (a) furniture, belongings, equipment and other personal property and (b) liability to others for personal or property damage as a result of occurrences in his or her Unit; and (iv) the cost of cable television connection/installation and service fees.

**(9)** The projection for real estate taxes for the First Year of Condominium Operation is based upon the projected real estate taxes in an aggregate amount for all Units of $7,774,370, which projection is, in turn, based in part upon a settlement offer made by The City of New York Law Department in response to tax certiorari proceedings instituted by Sponsor to protest the Assessed Valuations with respect to the Property for the tax years 1993/1994 through 2000/2001. A copy of a settlement offer, dated November 2, 2000, from The City of New York Law Department is included in Part II of the Plan (the "**Tax Certiorari Settlement Offer**"). Sponsor has, since the date of such offer, also filed a tax certiorari proceeding with respect to the tax year 2001/2002 and has requested that the City include such tax year in any settlement. Sponsor has not accepted the Tax Certiorari Settlement Offer and negotiations with the City are ongoing. Please see section D of this Footnote 9 for an explanation of the projection of real estate taxes appearing in Schedule A, which takes into account the Tax Certiorari Settlement Offer.

Prospective Purchasers are strongly advised to read each section of this Footnote to fully understand the bases and assumptions underlying Sponsor's projection of real estate taxes for their respective Units for the 2002/2003 tax year.

A. Certain Aspects of the Current Assessment Process and Certain Terms Used in This Footnote.

Taxes assessed for each tax year are computed based on the lesser of the Transitional Assessed Valuation and the Actual Assessed Valuation for such tax year. The Actual Assessed Valuation is set by the assessing authority based on the market value of the property. The Transitional Assessed Valuation is derived through a formula implemented by the New York City Department of Finance to reflect changes in the Actual Assessed Valuation. Under present law, a change in the Actual Assessed Valuation over the previous year (not resulting from physical changes to the property) is phased-in over five (5) consecutive tax years to the Transitional Assessed Valuation, with 20% of said change phased in each year, beginning with the first year of the increase.

Tentative Actual Assessed Valuations are known as "tentative" because the New York City Department of Finance may revise tentative Actual Assessed Valuations after their publishing on the Tentative Assessment Rolls; if no revision to a tentative Actual Assessed Valuation is made by such Department prior to a certain date (for 2001/2002 tentative assessments, March 1, 2001) and if a tentative Actual Assessed Valuation is not otherwise revised pursuant to a tax certiorari and/or settlement proceeding, a tentative Actual Assessed Valuation would be expected to be published by New York City as a "final" Actual Assessed Valuation at a later date (on or about May 25th of each tax year). Final

Actual Assessed Valuations may, of course, be challenged by property owners through tax certiorari proceedings.

The tax assessments of condominium apartment buildings are governed by Section 581 of the Real Property Tax Law. This law requires the tax assessor to disregard the condominium form of ownership in valuing such properties and to value the building in the same manner as similar but non-condominium owned, rental buildings. Thus, while the fact of conversion of the Building to condominium ownership will not automatically cause an increase in assessed value, the Assessed Valuation may increase in the future in accordance with New York City assessment practices.

B. Real Estate Tax History of The Property Without Regard to the Tax Certiorari Settlement Offer.

Set forth immediately below is the real estate taxation history of the Property commencing with the 1996/97 tax year, which history does not reflect the Tax Certiorari Settlement Offer.

| Year | Transitional Assessed Valuation | Actual Assessed Valuation | Tax Rate |
|---|---|---|---|
| 1996/1997 | $62,585,685 | $60,930,000 | 11.056% |
| 1997/1998 | $61,973,685 | $63,810,000 | 11.046% |
| 1998/1999 | $62,928,000 | $67,050,000 | 10.739% |
| 1999/2000 | $64,782,000 | $70,695,000 | 10.851% |
| 2000/2001 | $67,518,000 | $75,105,000 | 10.847% |
| 2001/2002 | $71,505,000 | $80,865,000 | 10.847% |

C. Certain Estimates with regard to Tax Year 2002/2003 Real Estate Taxes Without Regard to the Tax Certiorari Settlement Offer*.

Set forth immediately below is the Transitional Assessed Valuation (and Actual Assessed Valuation and Tax Rate) as estimated by Sponsor for the 2002/2003 tax year based on the Property's historical Transitional and Assessed Valuations without regard to the Tax Certiorari Settlement Offer or any reductions in assessed valuation that may otherwise result from any tax certiorari proceedings (such historical Transitional and Assessed Valuations are set forth above in Section B of this Footnote). **HOWEVER, PLEASE NOTE THAT THE PROJECTIONS BY SPONSOR OF THE ESTIMATED MONTHLY AND ANNUAL REAL ESTATE TAXES PAYABLE BY UNIT OWNERS, AS**

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* Please note that the projections in Schedule A of this Offering Plan are not based on the estimates contained in this Section C but rather on the basis set forth in Section D of this Footnote 9 below.

**SET FORTH IN COLUMN 9 OF SCHEDULE A OF THE PLAN (AND OF THE AGGREGATE AMOUNT OF REAL ESTATE TAXES FOR ALL UNITS AS SET FORTH IN THE FIRST SENTENCE OF THIS FOOTNOTE 9) ARE NOT CALCULATED BASED ON THE FIGURES SET FORTH IN THIS SECTION C BUT ON PROJECTIONS BY SPONSOR INCORPORATING THE TAX CERTIORARI SETTLEMENT OFFER, AS SET FORTH IN SECTION D BELOW.** Although Sponsor has incorporated the Tax Certiorari Settlement Offer in its Schedule A real estate tax projections, Sponsor makes no representation or warranty and can provide no assurance that there will be any reduction in the Actual Assessed Valuation or Transitional Assessed Valuation with respect to the Property as a result of the settlement negotiations with the City of New York or that such reductions, if any, will take place in time to affect the First Year of Condominium Operation. Accordingly, the discussion below should be read carefully by prospective purchasers.

| Year | Estimated Transitional Assessed Valuation without regard to Tax Certiorari Settlement Offer | Estimated Actual Assessed Valuation without regard to Tax Certiorari Settlement Offer | Tax Rate Projected by Sponsor |
|---|---|---|---|
| 2002/2003 | $75,943,000 | $86,000,000 | 10.847% |

As indicated in the chart immediately above, the projected tax rate for the tax year 2002/2003 is $10.847 for each $100 of assessed valuation, the same rate in effect with respect to the Property in tax year 2001/2002. This assumption is based in part on certain recent annual decreases and lack of increases in tax rates with respect to the Property (for example, tax rates with respect to the Property over tax years 1997/1998 to 1998/1999, 1998/1999 to 1999/2000 and 1999/2000 to 2000/2001 averaged an annual decrease of $0.066 for each $100 of assessed valuation and the tax rate with respect to the Property in 2001/2002 remained the same as in 2000/2001) and in part on an assumption that anticipated sizable increases in Actual Assessed Valuations of residential properties citywide will be accompanied by a small decrease in residential tax rates.

Property in New York City is reassessed on an annual basis. Although the actual assessed valuation is likely to increase and the tax rate may increase, it is impossible to predict the amount or certainty of such future increases. Consequently, Sponsor has based its estimate on the above-stated Actual Assessed Valuation for 2002/2003 (which provides an approximate 6.3 percent increase over the Actual Assessed Valuation for the 2001/2002 tax year without regard to tax certiorari proceedings) and has not included a decrease in the tax rate projection even though a decrease might be expected to occur, as discussed above in the paragraph preceding this paragraph.

If the Transitional Assessed Valuation set forth above in this Section C for the 2002/2003 tax year were in effect, and the following additional assumptions were made:

(a) The Units will be assessed in direct proportion to each Unit's percentage of Common Interest;

(b) The Property's Actual Assessed Valuation for the tax year 2002/2003 will be $86,000,000, and the Property's tax will be based upon the resulting Transitional Assessed Valuation, as estimated by Sponsor, of $75,943,000;

(c) As discussed above in this Section C, the tax rate for the tax year 2002/2003 will be $10.847 for each $100 of assessed valuation, the same rate in effect with respect to the Property in tax year 2001/2002 ; and

(d) Separate tax lots will be established by the First Unit Closing;

then, based on the foregoing assumptions, the estimate of real estate taxes for the First Year of Condominium Operation would be an aggregate of $8,237,537 for the Property or $8.2375 per .0001% of Common Interest (instead of the projection of real estate taxes, taking into account the Tax Certiorari Settlement Offer, of $7,774,370 for the Property or $7.7743 per .0001% of Common Interest, as derived in Section D below). If the estimate of real estate taxes for the First Year of Condominium Operation were an aggregate of $8,237,537 for the Property or $8.2375 per .0001% of Common Interest, then, for example, the estimated annual real estate taxes for Unit 10D at 1623 Third Avenue (which has a Percentage of Common Interest of .058769%) for such period would be $4,843.65 instead of $4,571.29 as shown on Schedule A and the estimated annual real estate taxes for Unit 25F at 1601 Third Avenue (which has a Percentage of Common Interest of .112972%) for such period would be $9,308.38 instead of $8,784.96 as shown on Schedule A .

D. Projection by Sponsor of Tax Year 2002/2003 Real Estate Taxes.

Set forth immediately below are the proposed corrected Assessed Valuations of the Property as set forth in the Tax Certiorari Settlement Offer for the tax years identified below and the resulting Transitional Assessed Valuations as projected by Sponsor for such tax years.

| Year | Projected Transitional Assessed Valuation (Based Upon Tax Certiorari Settlement Offer) | Tax Certiorari Settlement Offer Actual Assessed Valuation | Tax Rate |
|---|---|---|---|
| 1996/1997 | $59,359,765 | $55,000,000 | 11.056% |
| 1997/1998 | $58,495,745 | $60,000,000 | 11.046% |
| 1998/1999 | $59,050,040 | $62,500,000 | 10.739% |
| 1999/2000 | $60,075,020 | $64,000,000 | 10.851% |
| 2000/2001 | $61,299,970 | $65,000,000 | 10.847% |

Set forth in the next chart, immediately below, is:

(a) the Actual Assessed Valuation of the Property for the 2001/2002 tax year without regard to the Tax Certiorari Settlement Offer (although Sponsor's projection of real estate taxes for the 2002/2003 tax year incorporates the Tax Certiorari Settlement Offer, the Actual Assessed Valuation for the 2001/2002 tax year, as set forth in the chart immediately below, is without regard to any reductions in assessed valuation contained in such offer or that may otherwise result from any tax certiorari proceedings since the City has not yet offered to settle or rejected Sponsor's certiorari proceeding with respect to such tax year);

(b) the Transitional Assessed Valuation as projected by Sponsor for the 2001/2002 tax year based (i) in part on the corrected Assessed Valuations as set forth in the Tax Certiorari Settlement Offer for tax years 1996/1997 through 2000/2001 (which corrected Assessed Valuations are set forth in the chart immediately above in this Section D) and (ii) in part on the Actual Assessed Valuation for 2001/2002 without taking into account the Tax Certiorari Settlement Offer (as referred to in subparagraph (a) above);

(c) the projected Actual Assessed Valuation for the 2002/2003 tax year (without regard to any reductions in assessed valuation that may result from any tax certiorari proceedings), which is based upon a projected 6.3 percent increase over the Actual Assessed Valuation for the 2001/2002 tax year (without regard to any reductions in assessed valuation that may result from any tax certiorari proceedings); and

(d) the Transitional Assessed Valuation as projected by Sponsor for the 2002/2003 tax year based on the figures and assumptions made in subparagraphs (a) through (c) of this Section D.

| Year | Projected Transitional Assessed Valuation (Based Upon Tax Certiorari Settlement Offer for tax years 1996/97 through 2000/01) | Actual Assessed Valuation | Tax Rate Projected by Sponsor (see below) |
|---|---|---|---|
| 2001/2002 | $66,473,000 [1] | $80,865,000 [2] | 10.847% |
| 2002/2003 | $71,673,000 [3] | $86,000,000 [4] (Projected by Sponsor) | 10.847% |

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[1] For explanation, see subparagraph (b) of Section D

[2] For explanation, see subparagraph (a) of Section D

[3] For explanation, see subparagraph (d) of Section D

[4] For explanation, see subparagraph (c) of Section D

However, as noted above, Sponsor has not accepted the Tax Certiorari Settlement Offer. In addition, the Tax Certiorari Settlement Offer is preliminary and is not officially binding upon the City of New York because additional approvals are required, including within The City of New York Law Department itself and certain other governmental agencies and bodies. Ultimately, court approval is also required. In addition, the Tax Certiorari Settlement Offer is subject to withdrawal at any time. For these and other reasons, the Actual Assessed Valuations and Transitional Assessed Valuations when the tax certiorari proceedings are ultimately resolved may be higher or lower than the valuations set forth in each of the above charts in this section.

The projection for real estate taxes for the First Year of Condominium Operation is based upon the following additional assumptions:

(1) The Units will be assessed in direct proportion to each Unit's percentage of Common Interest;

(2) The Property's Actual Assessed Valuation for the tax year 2002/2003 will be $86,000,000, and the Property's tax will be computed based upon the resulting Transitional Assessed Valuation, as projected by Sponsor (see subparagraph (d) of this Section D above for basis), of $71,673,000;

(3) The tax rate for the tax year 2002/2003 will be $10.847 for each $100 of assessed valuation, the same rate in effect with respect to the Property in tax year 2001/2002. This assumption is based in part on certain recent annual decreases and lack of increases in tax rates with respect to the Property (for example, tax rates with respect to the Property over tax years 1997/1998 to 1998/1999, 1998/1999 to 1999/2000 and 1999/2000 to 2000/2001 averaged an annual decrease of $0.066 for each $100 of assessed valuation and the tax rate with respect to the Property in 2001/2002 remained the same as in 2000/2001) and in part on an assumption that anticipated sizable increases in Actual Assessed Valuations of residential properties citywide will be accompanied by a small decrease in residential tax rates; and

(4) Separate tax lots will be established by the First Unit Closing.

Property in New York City is reassessed on an annual basis. Although the actual assessed valuation is likely to increase and the tax rate may increase, it is impossible to predict the amount or certainty of such future increases. Consequently, Sponsor has based its projection on the above-stated Actual Assessed Valuation for 2002/2003 (which provides an approximate 6.3 percent increase over the Actual Assessed Valuation for the 2001/2002 tax year without regard to the Tax Certiorari Settlement Offer) and has not included a decrease in the tax rate projection even though a decrease might be expected to occur, as discussed above in subparagraph (3) of this Section D.

E. Certain Other Matters Pertaining to Real Estate Taxes.

At each Unit closing, real estate taxes will be adjusted with Sponsor as of midnight of the day immediately preceding the date of the Unit closing, based upon the actual real estate taxes then in effect.

On or after the filing and recording of the Declaration and a deed for a Unit, a separate tax lot is to be or will have been created for each Unit in the Condominium. After creation of the separate tax lot for a Unit, the local assessor ("assessor") apportions the assessed valuation of the Property to each of the newly created tax lots representing the Units. There can be no assurance that the assessor will apportion the assessed valuation of the Property (i) to the Residential Units, Storage Units and the Commercial Units in the same proportion as each such group's aggregate percentage of Common Interest bears to the other group's or (ii) to a tax lot representing a Residential Unit (or Storage Unit, as the case may be) on the basis of the percentage of Common Interest appurtenant to the Unit relative to the other Residential Units (or Storage Units, as the case may be). Moreover, there can be no assurance that there will not be an increase in the tax rate or the assessed valuation of a Unit or the Property as described above on or after such apportionment or for any other reason. Such an increase will increase a Unit Owner's real estate taxes above the amounts estimated on Schedule A.

If on the date of the First Unit Closing, the Units have not been separately assessed as independent tax lots, then until such time as an independent tax assessment is made and in effect, for each Unit Owner, including Sponsor, the tax liability of each Unit Owner will be determined by multiplying the percentage of Common Interest attributable to his or her Unit by the aggregate real estate taxes assessed against the Property.

Sponsor shall have the right to continue the tax certiorari proceedings for the 1993/1994 through 2001/2002 tax years and to litigate or settle same in its sole discretion whether before or after the First Unit Closing and to institute, litigate and/or settle tax certiorari proceedings with respect to any subsequent tax years which commence prior to the date of commencement of the First Year of Condominium Operation. In addition, and without limiting the foregoing, since, among other things, tentative Actual Assessed Valuations for any given New York City tax year currently are published by the City on or about January before such tax year and must be challenged, if property owners desire to challenge them, well in advance of the commencement of the ensuing tax year, Sponsor shall have the right prior to the First Year of Condominium Operation to institute, litigate and/or settle tax certiorari proceedings (challenging the assessed valuation published for the Property) with respect to the first tax year which commences on or after the commencement of the First Year of Condominium Operation provided, however, that Sponsor shall, on the date of commencement of the First Year of Condominium Operation, cease to institute, litigate and settle any such proceedings which shall not already have been settled or resolved prior to such date, unless otherwise requested in writing by the Board of Managers of the Condominium and agreed to by Sponsor. Sponsor shall be entitled to receive and retain any and all real estate tax refunds relating to tax years ended prior to the commencement of the First Year of Condominium Operation. If, in Sponsor's sole and absolute discretion but in accordance with the above, Sponsor commences tax

certiorari proceedings with respect to the tax year which includes the date of commencement of the First Year of Condominium Operation and the closing to a Purchaser's Unit occurs within the said tax year, such Unit's allocable share (based upon its Common Interest) of the net refund, if any, received by Sponsor for real estate taxes paid for said tax year shall be adjusted between such Purchaser and Sponsor as of midnight of the day immediately preceding the Closing Date with respect to such Unit. The net refund shall reflect deduction for all expenses incurred by Sponsor in pursuing the tax certiorari proceedings and settlement thereof for the applicable tax year, including, without limitation, counsel fees and disbursements, regardless of when such expenses may have been, or may be, incurred. See also "**Unit Closings Costs and Adjustments**" for apportionments of real estate tax rebates, refunds and credits as between Sponsor and Purchaser.

Assuming that the proposed Actual Assessed Valuations as set forth in the Tax Certiorari Settlement Offer go into effect, there can be no assurance that they will go into effect in time to effect a change on the tax records of the Department of Finance for the tax year that includes the date of commencement of the First Year of Condominium Operation. However, such reductions in Actual Assessed Valuation are expected to ultimately benefit the Unit Owners for such tax year (and subsequent tax years) in the form of reduced real estate taxes, assuming that, in the case of each tax year, the taxes assessed for such tax year are computed based on the Transitional Assessed Valuation for that year (that is, the Transitional Assessed Valuation for the particular tax year is less than the Actual Assessed Valuation for that year). In addition, if, as requested by Sponsor of the City, a reduction in the Actual Assessed Valuation of the Property for the 2001/2002 tax year is achieved through settlement negotiations with the City of New York simultaneously with a settlement, if any, of the tax certiorari proceedings for the 1993/1994 through 2000/2001tax years (and such settlement goes into effect in time to affect the tax year in which the First Unit Closing takes place), and/or if Sponsor, in its sole discretion (but in accordance with the provisions of the paragraph immediately preceding this paragraph), institutes tax certiorari proceedings with respect to the tax year 2002/2003 and a reduction in the same goes into effect in time to affect the tax year in which the First Unit Closing takes place, then a reduction in Actual Assessed Valuation with respect to the 2001/2002 tax year and/or the 2002/2003 tax year may benefit Unit Owners during the First Year of Condominium Operation (and in subsequent tax years).

Whether Sponsor elects to institute tax certiorari proceedings for particular tax years and the degree of success that Sponsor may have in such proceedings or in negotiating settlements thereof will, of course, affect Purchasers in that it will affect the level of real estate taxes payable by Purchasers with respect to their Units. Sponsor has an interest in successfully pursuing tax certiorari proceedings and in obtaining settlements thereof reducing assessed valuations to levels as low as Sponsor may be able to achieve since such settlements will affect all Units in the Building, that is, not only those that may be or become the subject of Purchase Agreements from time to time but also those that continue to be held by Sponsor from time to time. However, Sponsor can offer no assurance as to what the results of such proceedings or negotiations might be. The results of such proceedings and negotiations are not expected to have any direct impact upon Non-Purchasing Tenants.

Sponsor makes no representation or warranty and can provide no assurance that there will be any reduction in the Actual Assessed Valuation or Transitional Assessed Valuation with respect to the Property as a result of the current or any future tax certiorari proceedings, the settlement negotiations with the City of New York or otherwise or that such reductions, if any, will take place in time to affect the First Year of Condominium Operation or benefit the Condominium and/or Unit Owners in any manner.

**(10)** The estimated total monthly carrying charges for each Unit is the sum of the estimated monthly common charges and estimated monthly real estate taxes for each Unit as projected in Schedule A (see footnotes **8** and **9**). The estimated total annual carrying charges for each Unit is the sum of the estimated annual common charges and estimated annual real estate taxes for each Unit as projected in Schedule A (see footnotes **8** and **9**).

As noted in Footnote 8 above, in addition to these estimated charges, each Unit Owner will be responsible for paying: (i) mortgage payments under any loan or loans obtained to finance the acquisition of his or her Unit; (ii) the cost of interior repairs to, and the maintenance, painting and decoration of, his or her Unit (including, without limitation, the equipment and appliances contained therein); (iii) the cost of any insurance covering (a) furniture, belongings, equipment and other personal property and (b) liability to others for personal or property damage as a result of occurrences in his or her Unit; and (iv) the cost of cable television connection/installation and service fees

As set forth in greater detail in "**Income Tax Deductions to Unit Owners and Tax Status of Condominium**" and "**Opinion of Counsel**" and subject to the qualifications set forth in "**Opinion of Counsel**," it is the opinion of Herrick, Feinstein LLP that, under present law, the owners of Residential Units, for federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the taxable year in which the same are paid (or accrued in the case of a taxpayer who uses the accrual method of accounting for income tax purposes). It is also the opinion of Herrick, Feinstein LLP that, under present law, each owner of a Residential Unit will, for New York State and New York City income tax purposes, be entitled to the same deduction that is allowed for federal income tax purposes for the mortgage interest and real estate taxes paid or accrued during the taxable year. The aforesaid deductions, however, are subject to certain exceptions and limitations, which are more particularly discussed in the income tax opinion set forth in the Section of the Plan entitled "**Opinion of Counsel.**" No opinion is being given regarding the income tax consequences of the purchase or ownership of the Commercial Unit. In addition, the aforesaid deductions in favor of an owner of a Residential Unit may vary from year to year due to, where and to the extent applicable, changes in the interest rate on such owner's mortgage on his Residential Unit (if any) or from changes in the allocation of constant debt service payments to interest and principal thereunder, or due to changes in real property taxes resulting from changes in assessed value, the tax rate or the method of assessing real property.

**(11)** The Condominium Board, on behalf of all Unit Owners, will purchase Residential Unit 3H at 1619 Third Avenue, New York, New York ("Superintendent's Unit") from Sponsor for occupancy by the resident superintendent of the Building (the "**Resident**

**Superintendent**"). The purchase price of the Superintendent's Unit is $514,000.00 all of which is to be financed by one or more notes executed by the Condominium Board in favor of Sponsor and/or an Institutional Lender procured by Sponsor aggregating the full purchase price and one or more mortgages securing payment of the notes (collectively, the "**Superintendent's Unit Mortgage**"). The Superintendent's Unit Mortgage will have a maturity of twenty (20) years, bear interest at the rate of 8.5 percent per annum and shall be self-liquidating (that is, if all of the constant monthly payments are timely made in full over the 20 year term of the mortgage, there will be no "balloon" payment of principal due at maturity). The Superintendent's Unit Mortgage shall be payable in constant monthly payments of interest and principal of $4,460.58 and, like the other expenses attributable to Superintendent's Unit, including real estate taxes, will be borne solely by the Residential Unit Owners as a Residential Common Expense. The amounts payable by the Residential Unit Owners are included in their Common Charges and reflected in the First Year's Budget. (See Footnotes **2, 6** and **12** to the "First Year's Budget" for further details.)

Sponsor reserves the right prior to the First Unit Closing to substitute another Residential Unit to be occupied by the Resident Superintendent and will amend the Plan if such a substitution is made; provided that any such substitution shall not relieve any Purchaser from such Purchaser's obligation to close on the purchase of a Unit pursuant to such Purchaser's Purchase Agreement. However, Sponsor may not make any substitution subsequent to the First Unit Closing.

The Condominium Board will pay all of the same closing costs to purchase the Superintendent's Unit as any other purchaser would pay to purchase a Residential Unit under this Plan as well as $1,500.00 fee to Herrick, Feinstein LLP for preparing the mortgage to be given by the Condominium Board to Sponsor (see "**Unit Closing Costs and Adjustments**" for full discussion of all closing costs. The closing costs for the Superintendent's Unit will be paid from the initial Working Capital Fund.

In the case of financing from an Institutional Lender, the entire proceeds of the mortgage loan will be paid to Sponsor on account of the purchase price of the Superintendent's Unit. If such proceeds are insufficient to pay the full purchase price, the shortfall will be paid by the Condominium Board executing and delivering to Sponsor the Condominium Board's note in favor of Sponsor for the amount of the shortfall and a purchase money second mortgage on the Superintendent's Unit to secure payment of the note.

**(12)** Notwithstanding the fact that, for ease of presentation, a purchase price is set forth for the Superintendent's Unit in the columns of Schedule A entitled "Purchase Price to Eligible Tenants During 90-Day Exclusive Period" ("**Insider Price Column**") and "Price to Eligible Tenants Who Purchase after 90-Day Exclusive Period and to Non-Tenants" ("**Outsider Price Column**"), respectively, the Superintendent's Unit is not offered for sale to the Resident Superintendent or any other party whether during or after the Exclusive Period. Instead, such Superintendent's Unit is to be sold to the Condominium Board for a purchase price of $514,000.00, subject to all of the terms and conditions applicable to such transaction as set forth in Footnote 11 above. Accordingly, if the purchase prices set forth in Schedule A for the Superintendent's Unit ($411,200.00 in the

Insider Price Column and $514,000.00 in the Outsider Price Column) were to be subtracted from the totals set forth in those columns in the rows entitled "SUBTOTALS FOR RESIDENTIAL UNITS" and "SUBTOTALS OF RESIDENTIAL SECTION", the adjusted totals would be as follows:

| | **INSIDER PRICE COLUMN (Residential Units Only)** | **OUTSIDER PRICE COLUMN (Residential Units and Storage Units)** |
|---|---|---|
| SUBTOTALS FOR RESIDENTIAL UNITS: | $443,366,400.00 | $554,208,000.00 |
| SUBTOTALS FOR RESIDENTIAL SECTION: | | $557,920,000.00 |

**(13)** Ownership of these two Storage Units, that is, SU-B17 at 1601 Third Avenue and SU- B23 at 1623 Third Avenue, are subject to the right of the Condominium Board to enter upon such Units from time to time as it may determine to be necessary or advisable to inspect, repair and/or replace equipment currently located therein pertaining to the master television antennae at the Building or other Common Elements. The Purchasers of such Storage Units will be required to provide access to such Units to the Condominium Board and its representatives and contractors for the foregoing purposes and shall at all times provide the Condominium Board with copies of all keys as may be required from time to time to permit access to such Storage Units for such purposes. See "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-laws**."

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## SCHEDULE B
## PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION
## (July 1, 2002 to June 30, 2003)

**INCOME** (1):

| | Residential Units' Share | Commercial Unit(s)' Share | Total |
|---|---|---|---|
| General Common Charges | $5,840,810 | $228,012 **(1d)** | $6,068,822 |
| Residential Common Charges | $3,618,572 | $0 | $3,618,572 |
| **SUBTOTAL** (Total Income from Common Charges) | $9,459,382 **(1c)** | $228,012 **(1d)** | $9,687,394 |
| Income on Reserve Fund | | | $ 111,770 **(1b)** |
| **TOTAL INCOME:** | | | $9,799,164 **(1a)** |

**EXPENSES**:

| | Residential Units' Share | Commercial Unit(s)' Share | Total |
|---|---|---|---|
| Labor **(2)** | $2,984,278 | $4,168 | $2,988,446 |
| Heating (included in Utilities) **(3)** | $0 | $0 | $0 |
| Utilities (Electricity and Gas) **(4)** | $3,632,600 | $ 141,808 | $3,774,408 |
| Water Charges and Sewer Rents **(5)** | $504,449 | $19,693 | $524,142 |
| Repairs, Maintenance and Supplies **(6)** | $532,096 | $10,128 | $542,224 |
| Service Contracts **(7)** | $320,652 | $1,521 | $322,173 |
| Insurance **(8)** | $571,034 | $18,890 | $589,924 |
| Management Fees **(9)** | $544,831 | $21,269 | $566,100 |
| Legal Fees and Audit Fees **(10)** | $33,589 | $1,311 | $34,900 |
| Other **(11)** | $83,920 | $2,087 | $86,007 |
| Debt Service and Common Charges and Real Estate Taxes on Superintendent's Unit **(12)** | $69,121 | $0 | $69,121 |
| Contingency **(13)** | $182,812 | $7,137 | $189,949 |
| **SUBTOTAL:** | $9,459,382 | $228,012 | $9,687,394 |
| Income Taxes **(14)** | $37,606 | $1,468 | $39,074 |
| Net Income on Reserve Fund **(15)** | $69,965 | $2,731 | $72,696 |
| **Total Expenses:** | $9,566,953 | $232,211 | $9,799,164 |

## FOOTNOTES TO SCHEDULE B

**(1a) Total Income:** **$9,799,164**

This figure represents the sum of (1) the total annual Residential Common Charges and Residential General Common Charges (as defined below) to be levied by the Condominium Board against and collected from the Residential Unit Owners during the First Year of Condominium Operation (see Footnote (1c) below), (2) the total annual General Common Charges to be levied by the Condominium Board against and collected from the Commercial Unit Owners during the First Year of Condominium Operation (see Footnote (1d) below) and (3) the projected income on the Reserve Fund during the First Year of Condominium Operation. The Commercial Common Charges do not appear on the budget since these charges pay for the cost of repair, maintenance, replacement, restoration, and operation of, and any alteration, addition, or improvement to the Commercial Limited Common Elements (except as may otherwise be provided in the Declaration or By-laws), which costs are the responsibility of the Commercial Unit Owners and are paid by the Commercial Unit Owner(s) directly instead of to the Condominium Board.

The projected interest income on the Reserve Fund is expected to be offset in part by the projected income taxes (Federal income and New York State and New York City franchise taxes) on such income (see footnote 14 below) and it is anticipated that the balance of such projected income will be used to augment the Reserve Fund rather than be applied to payment of general operating expenses of the Condominium (see footnote 15 below) and, accordingly, will not be available to defray or reduce the amount of Common Charges otherwise needed to be collected from the Unit Owners during the First Year of Condominium Operation.

The estimate of the annual Common Charges to be collected by the Condominium Board during the First Year of Condominium Operation, is based upon the assumption that the First Year of Condominium Operation will be the year from July 1, 2002 to June 30, 2003. The actual first year of operation may be earlier or later than that year.

The Commercial Unit Owners have certain rights and obligations under the Declaration and By-laws which differ from those of Residential Unit Owners, including, without limitation, the obligation on the part of Commercial Unit Owners to pay Commercial Common Charges in lieu of Residential Common Charges as are payable by Residential Unit Owners. These are more fully described below in these Footnotes to Schedule B, and in "Commercial Units," "Rights and Obligations of Unit Owners and Condominium Board; Summary of By-Laws," and "Introduction." However such rights and obligations, as differing from those applicable to Residential Unit Owners, will not have a material adverse effect upon the Condominium.

**(1b) Income on Reserve Fund:** **$111,770**

The budget amount is based on an estimated Reserve Fund during the First Year of Condominium Operation of $4,470,784 and investment of such Reserve Fund at an estimated annual interest rate of two and one-half percent (2.5%). The interest rate available to the Condominium Board may be less than or more than two and one-half percent (2.5%) per annum. The amount of the estimated Reserve Fund during the First Year of Condominium Operation represents a projected initial funding amount and does not represent the amount of the Reserve Fund as to be ultimately funded in full in accordance with Chapter 8 of Article 26 of the Administrative Code of the City of New York. See "**Working Capital Fund and Reserve Fund.**" This sum is based upon the following assumptions which may or may not apply: (1) Sponsor shall, in funding the Reserve Fund, elect the option set forth in paragraph 2(b) of "**Working Capital Fund and Reserve Fund**" (the "**Payment Over Time Option**"), (2) Sponsor shall be entitled to no credit against the Reserve Fund on account of capital replacements, (3) the total Reserve Fund payments during the First Year of Condominium Operation shall be equal to the minimum initial Reserve Fund payment required under the Payment Over Time Option, that is one percent (1.0%) of the "Total Price" (that is, the sum of the cost of all Units in this offering at the last price which is offered to tenants in occupancy prior to the Effective Date of this Plan, regardless of the number of sales made (assuming that such last price offered to tenants in occupancy prior to the Effective Date shall be, for the Residential Units, the prices set forth on Schedule A as applicable to Eligible Tenants during the Exclusive Period and, for the Storage Units, the prices set forth on Schedule A as applicable to both Eligible Tenants and non-tenants)), (4) there shall be no closings of Units during the First Year of Condominium Operation other than the closings under Purchase Agreements executed and delivered prior to the Effective Date and (5) none of the Reserve Fund shall be expended during the First Year of Condominium Operation. ALL OF THE FOREGOING ASSUMPTIONS ARE SET FORTH ONLY TO FACILITATE AN ESTIMATION OF THE AMOUNT OF THE RESERVE FUND DURING THE FIRST YEAR OF CONDOMINIUM OPERATION FOR PURPOSES OF COMPUTING AN ESTIMATED AMOUNT OF INCOME ON THE RESERVE FUND DURING THE FIRST YEAR OF CONDOMINIUM OPERATION. SPONSOR MAKES NO REPRESENTATION OR WARRANTY THAT ANY OF THE FOREGOING ASSUMPTIONS SHALL ACTUALLY APPLY AND SPONSOR SHALL HAVE ABSOLUTELY NO OBLIGATION TO CAUSE ANY OF SUCH ASSUMPTIONS TO COME INTO EFFECT OR TO CAUSE THE RESERVE FUND TO BE FUNDED IN THE ESTIMATED AMOUNT. Based upon the foregoing assumptions, the amount of the Reserve Fund during the First Year of Condominium Operation, for purposes of computing this budget item only, is calculated to be $4,470,784, representing the product of (i) one percent (1.0%) and (ii) $447,078,400 (representing the Total Price calculated as described above.) The income to be realized from investment of the Reserve Fund may be substantially less than projected. SPONSOR RESERVES ALL OF ITS RIGHTS TO ELECT ALTERNATIVE METHODS OF FUNDING OF THE RESERVE FUND AS PERMITTED BY THE RESERVE FUND LAW AND SPONSOR RESERVES THE RIGHT, PRIOR TO DECLARING THE PLAN EFFECTIVE, TO FILE AN AMENDMENT TO THE PLAN DISCLOSING THAT IT SHALL FUND A LOWER RESERVE FUND THAN IS PROVIDED FOR IN THE PLAN IF AND TO THE EXTENT SUCH LOWER FUNDING SHALL BE PERMITTED BY ANY CHANGE IN, REPEAL OF OR DETERMINATION OF

INVALIDITY OR UNCONSTITUTIONALITY OF, THE RESERVE FUND LAW. However, Sponsor is not aware of any pending litigation challenging the constitutionality or validity of the Reserve Fund Law.

No income has been projected on the investment of the Working Capital Fund. All or part of the Working Capital Fund may be expended during the first or subsequent years of operation. Accordingly, interest income cannot be determined with exactitude and may be inconsequential. For this reason, and for the further reason that such interest income does not reflect normally anticipated income from operations, no interest income with respect to the Working Capital Fund has been included in the estimated income for the First Year of Condominium Operation.

**(1c) Common Charges Payable by Residential Unit Owners: $9,459,382**

This figure represents the total annual Residential Common Charges and General Common Charges to be levied by the Condominium Board against and collected from all Residential Unit Owners as a group. It is composed of (i) the aggregate of all Residential Common Charges (which are payable only by the Residential Unit Owners, including the owners of Storage Units), to defray the Residential Common Expenses, including, without limitation, the expenses incurred in connection with the repair, maintenance, replacement, restoration, and operation of, and any alteration, addition, or improvement to, the Residential Limited Common Elements and (ii) the aggregate share of the General Common Charges to be levied by the Condominium Board against and collected from the Residential Unit Owners (including the owners of the Storage Units) as a group, that is, the product of the aggregate of (i) the Common Interests with respect to all Residential Units and (ii) the total of the General Common Charges (the **"Residential General Common Charges"**). The General Common Charges will be utilized by the Condominium Board to defray the General Common Expenses, which, include, without limitation, all expenses incurred in connection with the repair, maintenance, replacement, restoration, and operation of, and any alteration, addition, or improvement to, the General Common Elements.

Each Residential Unit Owner's share of the Common Charges payable by the Residential Unit Owners as a group (that is, the Residential Common Charges and Residential General Common Charges) is equal to, for each Residential Unit or Storage Unit owned by such Unit Owner, the Percentage of Residential Common Interest attributable to such Unit multiplied by the sum of (1) the Residential Common Charges and (2) the Residential General Common Charges. The **"Percentage of Residential Common Interest"** of each Residential Unit and Storage Unit, respectively, is set forth on Schedule A and is equal to the Common Interest attributable to such Residential Unit or Storage Unit, as the case may be, divided by the aggregate of the Common Interests attributable to all Residential Units and Storage Units.

**(1d) General Common Charges Payable by Commercial Unit Owners: $228,012**

This figure represents the General Common Charges to be levied by the Condominium Board against and collected from, the Commercial Unit Owner(s) and is computed by multiplying the total Common Interests attributable to the Commercial Unit(s) by the aggregate of the General Common Charges to be levied by the Condominium Board. The General Common Charges will be utilized by the Condominium Board to defray the General Common Expenses, which, include, without limitation, all expenses incurred in connection with the repair, maintenance, replacement, restoration, and operation of, and any alteration, addition, or improvement to, the General Common Elements.

Not all of the expense items listed on the budget are treated as General Common Expenses and, accordingly, the Commercial Unit Owner(s) will have no obligation to pay any share of the expenses set forth in the budget except as expressly set forth in the footnotes that follow. The obligation of the Commercial Unit Owner(s) to make contributions toward the expenses set forth in the budget shall not include (A) any contributions toward Residential Common Expenses, including, but not limited to, (i) debt service on the Superintendent's Unit Mortgage and Common Charges with respect to the Superintendent's Unit (ii) repairs, maintenance, replacements and alterations to the Superintendent's Unit and the cost of telephone service, utility service and all other expenses pertaining to the Superintendent's Unit, (B) any labor expenses other than those allocable to one non-resident superintendent and one handy person, (C) the cost of workers' compensation attributable to other than one non-resident superintendent and one handy person, (D) repairs, maintenance and supplies except as attributable solely to the General Common Elements and specifically excluding the Residential Limited Common Elements, and (E) the cost of maintenance and service contracts serving primarily the Residential Limited Common Elements, such as the compactor maintenance contract, the intercom maintenance contract, the exterminating contract, the metal maintenance (doors) contract, the metal maintenance (elevators) contract (with respect to the 14 Residential Elevators), the automatic door repair contract (with respect to lobby doors) and air conditioning inspection and repair contracts with respect to air conditioning units located in the lobbies and in elevator machine rooms serving the Residential Elevators, and the cost of a service contract serving primarily the Residential Units, the master antenna service contract.

In addition, under the Declaration, the Commercial Unit Owner(s) are required to bear the expense of maintaining and repairing the Commercial Limited Common Elements.

Since the Commercial Unit(s) encompass largely all of the commercial space at the Building, it is not anticipated that the Condominium will have income derived from the lease of any commercial space at the Building. All of the income derived from the Commercial Section will be the property of the Commercial Unit Owner(s) and not that of the Condominium or any Residential Unit Owner. It is not anticipated that Sponsor will be leasing any space from the Condominium.

**(2) Labor** **$ 2,988,446**
**(Residential Unit Owners $2,984,278)**
**(Commercial Unit Owners $4,168)**

The projected labor expense is based on the projected staff complement of 1 resident superintendent, 1 non-resident superintendent, 1 director of maintenance, 14 concierges and lobby/door attendants, 25 porters, 6 handy persons, 8 guards, 1 part-time director of security and 1 part-time director of operations and includes estimates of the wages, payroll taxes, insurance and any other benefits payable with respect to such staff.

This budget item is based upon a 58-pay week year, yielding total gross wages of approximately $2,309,983 , to account for overtime, holidays, vacation and sick days, plus the cost of benefits as set forth below.

The projected staff excluding (i) the two members thereof identified below as non-union employees and (ii) the resident superintendent, the non-resident superintendent and the director of maintenance, are expected to be covered during the First Year of Condominium Operation by the current "2000 Apartment Building" union contract with Local 32B-32J Service Employees International Union, AFL-CIO, which expires on April 20, 2003. The resident superintendent, the non-resident superintendent and the director of maintenance are projected for the First Year of Condominium Operation to be covered by the current Resident Managers Agreement union contract with Local 32B-32J Service Employees International Union, AFL-CIO, which expires on or about June 20, 2003. The part-time director of security and the part-time director of operations currently are and are projected for the First Year of Condominium Operation to be non-union personnel. The director of security and the director of operations service other buildings owned by Sponsor and/or managed by the Managing Agent. It is estimated by the Managing Agent that approximately 70% percent of each of said employees' time currently is, and during the First Year of Condominium Operation will be, spent at the Property. Accordingly, the budget projection of wages of the director of security and of the director of operations is based on their respective approximate current monthly wages for work done at the Property (based upon such allocation) plus provision for the increases projected for the non-union employees as set forth below.

Wages for the projected union personnel, excluding the resident superintendent, the non-resident superintendent, the director of maintenance and one porter, are estimated as follows: (i) for the period July 1, 2002 through April 20, 2003, based upon the wage rates scheduled to be in effect for such period for such employees under the current 2000 Apartment Building union contract (which, as stated above, expires on April 20, 2003), and (ii) for the period April 21, 2003 through June 30, 2003, based upon the wage rates scheduled to be in effect on April 20, 2003 for such employees under said union contract, plus a projected increase of $23 per week for each handy-person and $21 per week for each other such employee (that is, the projected concierges, lobby/door attendants, guards and 24 other porters). (The aforesaid weekly increases projected for the period after the expiration of the 2000 Apartment Building union contract are equal to the amount of the increases scheduled for such employees on April 20, 2002 under said contract.) The projected wages for the resident superintendent, the non-resident superintendent and the

director of maintenance are based on the wage rates scheduled to be in effect for such employees as of July 1, 2002 under the current Resident Managers Agreement union contract, plus an increase of $24 per week over such amount for the last 10 days covered by Schedule B (which days follow the expiration of such union contract). Wages for one porter, who currently is paid more than the minimum wage rate applicable to him under the 2000 Apartment Building union contract, are projected based on the wage rate and increase projected herein for the resident superintendent, the non-resident superintendent and the director of maintenance, as currently is the practice; the increase for the porter is projected to be effective as of the date of expiration of the 2000 Apartment Building union contract. Wages for the projected non-union staff are calculated based upon weekly wages for such employees as of July 1, 2001, plus provision for a wage rate increase of $33 per week for the director of operations and $17 per week for the director of security for the period covered by Schedule B. The estimated wages for the entire projected staff are summarized below.

| Category of Employee (and Number of such Employees) | Projected Base Weekly Wages For the Period Covered by Schedule B |
|---|---|
| Resident Superintendent (occupies the Superintendent's Unit) (Residential) (1) | For 7/1/02 - 6/20/03: $766<br>For 6/21/03 - 6/30/03: $790 |
| Non-resident Superintendent (General Common) (1) | For 7/1/02 - 6/20/03: $766<br>For 6/21/03 - 6/30/03: $790 |
| Director of Maintenance (1) | For 7/1/02 - 6/20/03: $766<br>For 6/21/03 - 6/30/03: $790 |
| Concierges and Lobby/Door Attendants (14) | For 7/1/02 - 4/20/03: $9,254<br>For 4/21/03 - 6/30/03: $9,548 |
| Porters (24) | For 7/1/02 - 4/20/03: $15,864<br>For 4/21/03 - 6/30/03: $16,368 |
| Porter (1) | For 7/1/02 - 4/20/03: $766<br>For 4/21/03 - 6/30/03: $790 |
| Handy-Persons (Residential) (5) | For 7/1/02 - 4/20/03: $3,640<br>For 4/21/03 - 6/30/03: $3,755 |
| Handy-Persons (General Common) (1) | For 7/1/02-4/20/03: $728<br>For 4/21/03-6/30/03: $751 |
| Guards (8) | For 7/1/02-4/20/03: $5,288<br>For 4/21/03-6/30/03: $5,456 |
| Director of Security - Part-Time (1) (non-union) | $724 |
| Director of Operations - Part-Time (1) (non-union) | $1,047 |

Estimated payroll taxes, insurance and any other benefits based on such estimated wages, are computed as follows:

| Item | Percentage of Wages/Method of Computation | Annual Amount |
|---|---|---|
| FICA: Social Security | 6.2% of first $80,400 of each employee's taxable gross income (up to $4,984.80 per employee) | $143,218 |
| FICA: Medicare | 1.45% of each employee's wages | $33,496 |
| State Unemployment Insurance | 2.5% of first $8,500 of each employee's wages | $12,325 |
| Federal Unemployment Insurance | .8% of first $7,000 of each employee's wages | $3,248 |
| Disability Insurance | based on current cost of $8.85 per month per employee | $6,159 |
| Union Pension | $38.95 per week per union employee | $113,422 |
| Union Health Fund | $5,486.64 per annum per union employee | $307,252 |
| Union Annuity Fund/ 401(k) Plan | for 7/1/02-12/31/02: $9 per week per union employee plus<br>for 1/1/03-6/30/03: $10 per week per union employee | $27,664 |
| Union Legal Fund | $182 per annum per union employee | $10,192 |
| Union Training, Scholarship and Safety Fund | $104 per annum per union employee | $5,824 |
| Life/ Health Insurance - Non-Union Personnel (2, part-time) | based on estimated total current cost in effect with insurer through 4/1/02 for both such employees of $1,267* per month, plus provision for an approximate 3% increase in such cost<br><br>*such amount reflects the Managing Agent's allocation to the Property of approximately 70% of the current cost of such employees' life/health insurance accruing to the benefit of such employees on account of their work at the Property as well as at the Knickerbocker property, based upon the Managing Agent's estimate that approximately 70%of such employees' time spent among the three buildings is and will be spent at the Property | $15,663 |
| Total: | | $678,463 |

The cost of Worker's Compensation Insurance for the projected staff is included in the projected cost of the insurance premium for the First Year of Condominium Operation set forth at footnote 8 below.

Unless otherwise specifically noted above, the percentages and methods of computation shown above are currently in effect with regard to the Building but may vary because of changes in the experience rating for the Building or negotiation of additional or other benefits under the union contract and/or with employees or for other reasons. The estimated amount of payroll taxes, insurance and any other benefits, when added to projected wages, will approximately equal the sum shown in the budget for labor expense. The budget estimate for labor expense does not violate the New York State or federal minimum wage laws.

In addition to the labor expense described above, the Resident Superintendent is provided with a unit in the Building rent free. See discussion of the Superintendent's Unit Mortgage in footnote 12 below. The cost of electric, gas and telephone services for such unit is also provided to the Resident Superintendent free of charge. The estimated cost of electricity and gas for the Superintendent's Unit is included in the budget estimate for Utilities (electricity and gas). See footnote 4 below. The estimated cost of such telephone service is included in the budget estimate for Repairs, Maintenance and Supplies. See footnote 6 below.

Except as set forth below, the salary, payroll expenses and other labor costs described above will be Residential Common Expenses. The Commercial Unit Owner(s) and Residential Unit Owners shall be responsible for paying as General Common Charges, in accordance with the respective Common Interests allocated to their respective Units, the salary and related payroll expenses attributable only to one (1) non-resident superintendent and one (1) handy person, the members of the staff allocated for purposes of the budget projection to serving the General Common Elements. The projection of the total annual wages and benefits of these two staff members for the First Year of Condominium Operation, in accordance with the above methods of projection, is $110,926. The remaining staff is allocated for purposes of the budget projection to serving the Residential Limited Common Elements and the cost thereof shall be borne by the Residential Unit Owners as Residential Common Charges in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units. The foregoing allocations of staff are made solely for purposes of the budget projections. Accordingly, the staff members allocated in the budget to serving the General Common Elements may actually spend all or part of their working time servicing the Residential Limited Common Elements and staff members allocated in the budget to serving the Residential Limited Common Elements may in fact spend all or part of their working time servicing the General Common Elements. The Commercial Unit Owner(s) shall hire such staff, including, at the option of the Commercial Unit Owner(s), members of the Condominium staff, as such Commercial Unit Owner(s) shall, in its (their) sole discretion deem necessary or advisable to maintain the Commercial Limited Common Elements and shall be responsible for the cost thereof.

The projected staff compliment is comprised of 58 employees (including two part-time employees), which represents an increase over the existing staff compliment of 50 employees (including two part-time employees). There is projected to be a decrease in the number of staff members categorized as security persons because certain existing security persons acting primarily as desk attendants in the lobby are projected to provide to unit owners certain concierge services (such as assisting with packages and certain deliveries) and thus are being reclassified as concierges and lobby/desk attendants.

**(3) Heating and Hot Water $ 0**

The Building is currently heated by electricity. Accordingly, the cost of heat is included in the budget estimate for electricity (see footnote 4 below). In addition, water is heated by gas and, accordingly, the cost of hot water for the Building is included in the budget estimate for gas (see footnote 4 below).

**(4) Utilities (Electricity and Gas) $3,774,408**

**(Residential Unit Owners $3,632,600)**
**(Commercial Unit Owners $ 141,808)**

This budget item includes the projected cost of (i) electricity for the entire Property, including, without limitation, for the General Common Elements; heat and air conditioning in the Residential Units; heat in the hallways which are Residential Limited Common Elements; air conditioning in the Main Lobbies; operation of the 14 Residential Elevators (which are Residential Limited Common Elements); heat in the Commercial Unit(s) (including, without limitation, in the retail stores, professional offices, the health club and the 4 laundry areas); heating of the swimming pool water in the health club which is a part of the Commercial Unit; heat in the hallways which are Commercial Limited Common Elements; air conditioning in certain areas of the Commercial Unit(s) (including, without limitation, the retail stores, professional offices, the health club and the 4 laundry areas); and the operation of the 2 Commercial Elevators (which are Commercial Limited Common Elements); and (ii) gas for the Building, including, without limitation, for cooking and hot water in the Residential Units; gas for the operation of the dryers in the 4 laundry areas (part of Commercial Unit(s)); and gas used for hot water in the Commercial Unit (including, without limitation, the retail stores, professional offices, the health club (including, without limitation, hot water for showers therein) and the 4 laundry areas.

The projected cost of electricity for the First Year of Condominium Operation, is based on an average annual consumption of electricity during the past three years (as summarized below) of 21,519,065 kilowatt hours. The total cost of such electricity during such period (as summarized below) included the cost of the commodity, the cost of transmission and distribution, on peak and off peak usage, demand charges and sales tax. For the period during which the electricity commodity was provided to the Building by KeySpan (May 2000 through October 2001), the cost also included a discount of 2% provided by KeySpan in the utility rates set from month to month by Con Edison, which transports the commodity to the Building. As of November 1, 2001, the electricity commodity will be provided by AES New Energy Inc. (Con Edison continues to transport

the commodity to the Building.) The average total cost per kilowatt hour over the past year (October 2000 through September 2001) was $0.1358 per kilowatt hour. The budget estimate is based on the current approximate total cost per kilowatt hour (average for all Building accounts) of $0.1439 (consisting of average total cost per kilowatt hour for all Building accounts charged by Con Edison as of on or about September 1, 2001 of $0.0672 plus the average total cost for all Building accounts of $0.0767 per kilowatt hour contractually to be charged by AES New Energy Inc. as of November 1, 2001), plus provision for an increase of 10% over such current approximate total cost. Thus the projection for electricity, in accordance with the aforesaid, is $3,404,316 (21,519,065 kwh times $0.1582 per kilowatt hour).

The projected cost of gas for the First Year of Condominium Operation is based on the average consumption of gas during the past three years (as summarized below) of 375,957 "ccf"s or 100 cubic feet. The average total cost of gas consumed over the past year (October 2000 through September 2001) was approximately $0.8949 per ccf. The average total cost (for all Building accounts) as of September 1, 2001 was approximately $0.7421 per ccf. The budget projection is based on the aforesaid average total cost (for all Building accounts) over the past year of $0.8949 per ccf plus provision for an increase of 10% over such cost. The projection for gas, in accordance with the aforesaid, is $370,092 (375,957 ccfs times $0.9844 per ccf).

The approximate cost and consumption of gas for the Building for the past three years and electricity for the Building for the past three years were as follows:

| Year | Electricity (kwh) | Cost (including sales tax) | Gas (ccf) | Cost (including sales tax) |
|---|---|---|---|---|
| 2001 (10/00 through 9/01) | 22,548,000 | $3,062,132.00 | 376,172 | $336,651.00 |
| 2000 (10/99 through 9/00) | 20,569,438 | $2,331,566.00 | 368,680 | $225,635.00 |
| 1999 (10/98 through 9/99) | 21,439,756 | $1,834,551.00 | 383,020 | $214,838.00 |

It is not possible to predict how closely the budgeted figure will reflect the actual expenses for electricity and gas to be incurred during the First Year of Condominium Operation, in part because such expenses will vary with the level of consumption and the applicable gas and electric rates. Many factors affect the cost of electricity including, among others, the cost of oil (which has in the past been highly volatile and unpredictable) used to generate electricity. Historically, electric rates have been increasing steadily and

the cost of gas is likely to increase, although it is not possible to forecast with certainty the amount or timing of such increases. It is estimated that the projected figure should be sufficient to cover any reasonable increase in the cost of electricity and gas during the First Year of Condominium Operation.

The cost of this budget item shall be charged by the Condominium Board to all Unit Owners (both Residential Unit Owners and Commercial Unit Owner(s)), based upon the respective Common Interests allocated to their respective Units. However, the allocation of the costs of electricity, gas and water among the Unit Owners is subject to change in accordance with provisions of the Condominium By-laws providing for, under certain circumstances, allocation of utility costs based upon submetering or direct metering of all utilities, or, in the case of the Commercial Section, surveys of the consumption of all utilities consumed within the Commercial Section. See "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-Laws**" for a summary of the provisions of the By-Laws dealing with allocation of the costs of such utilities.

| | | |
|---|---|---|
| **(5)** | **Water Charges and Sewer Rents**<br>**(Residential Unit Owners $504,449)**<br>**(Commercial Unit Owners $19,693)** | **$ 524,142** |

The budget estimate is based on the cost of water and sewer services furnished by the City of New York to the Property on a frontage basis for tax year 2001/02, with provision for a 3% projected increase in the applicable rates. The projection covers estimated costs for water usage and related sewer charges for the entire Property, including, without limitation, usage within the Residential Units, within the Commercial Unit(s) (including, without limitation in the retail stores, professional offices and the laundry areas), within the Limited Common Elements and within the General Common Elements (including, without limitation, water used for watering the Building's planters and used in the cooling towers).

The water charges and sewer rents assessed against the Property currently are based on a formula established by the Water Board of the City of New York commonly known as "frontage" and are not based on meters which measure actual consumption, with the exception of certain space in the Commercial Section currently used as a health club which is directly metered for water consumption. The cost of water consumption by such health club shall be borne by the owner of the Commercial Unit within which such health club is located. Meters for areas of the Property currently utilizing water have been installed. It is anticipated that by July 1, 2004, the Property shall be required by the City of New York to pay water charges and sewer rents based on actual consumption as measured by water meters (unless the Property shall have qualified for and enrolled in the New York City Conservation Program for Multi-Family Residential Buildings by that time, which could allow for flat rate bills).

The cost of this budget item shall be charged by the Condominium Board to all Unit Owners (both Residential Unit Owners and Commercial Unit Owner(s)), based upon the respective Common Interests allocated to their respective Units. However, the allocation of the costs of electricity, gas and water among the Unit Owners is subject to change in

accordance with provisions of the Condominium By-laws providing for, under certain circumstances, allocation of utility costs based upon submetering or direct metering of all utilities, or, in the case of the Commercial Section, surveys of the consumption of all utilities consumed within the Commercial Section. See "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-Laws**" for a summary of the provisions of the By-Laws dealing with allocation of the costs of such utilities.

**(6) Repairs, Maintenance and Supplies** **$ 542,224**
**(Residential Unit Owners $532,096)**
**(Commercial Unit Owners $ 10,128)**

This item is intended to cover the cost of normal maintenance of and repairs to the Residential Limited Common Elements and the General Common Elements, plus the cost of supplying various cleaning supplies and materials, lubricants, bulbs, public fixtures, and general and hardware supplies for such areas, and the cost of telephone service for the Resident Superintendent's apartment. It also includes, without limitation, the cost of repairs, maintenance and supplies to Facilities which are General Common Elements, including, without limitation, the boiler, the cooling towers and other condenser water Facilities; repairs and maintenance of the Residential Terraces (including the repair and/or replacement of roofing materials thereon), which are Residential Limited Common Elements; Facilities which are Residential Limited Common Elements such as the Refuse Disposal Equipment and the Residential Elevators (except to the extent covered by an elevator maintenance contract); and periodic painting of those hallways which are Residential Limited Common Elements or General Common Elements, as the case may be. It does not include repairs (for example, repair of appliances), maintenance, painting decorating or supplies to individual Units, the cost of which is the responsibility of the respective Unit Owners, nor does it anticipate the cost of any capital repairs. It also does not include any service and maintenance items which are included in Footnote 7 below (Service Contracts).

The budget projection is based on the cost of such work and related supplies performed during the calender year 2000 with respect to the Residential Limited Common Elements and General Common Elements, respectively, as reflected in the Accountant's Certified Statement of Operation for such year contained in the Plan (see "**Accountant's Certified Statements of Operation**"), plus provision for a 7.68 % increase in such cost for the First Year of Condominium Operation. It is estimated, based upon the aforesaid financial statement, that the cost of such work and related supplies for calendar year 2000 as pertaining to the General Common Elements was $250,358 and as pertaining to the Residential Common Elements was $253,193. The Commercial Unit Owner(s) shall be responsible for paying to the Condominium Board its pro rata share (based upon the Common Interests allocated to the Commercial Unit(s)) of the repairs, maintenance and supplies covered by this item and attributable only to the General Common Elements, as reflected in the aforesaid financial statement [such share, estimated at $9,406 (that is, 3.757105% times $250,358)], plus provision for the above 7.68% increase (or a total of $10,128). The Residential Unit Owners as a group shall be responsible for paying to the Condominium Board (1) their pro rata share (based upon the aggregate of the Common Interests allocated to the Residential Units and Storage Units) of the repairs, maintenance

and supplies covered by this item and attributable to the General Common Elements [such share, estimated at $240,952 (that is, 96.242895% times $250,358)] plus provision for the above 7.68% increase; as well as (2) all of the cost of repairs, maintenance and supplies covered by this item and attributable to the Residential Limited Common Elements (estimated at $253,193 as set forth above) plus provision for the aforesaid 7.68% increase (such total cost to be allocated among the Residential Unit Owners in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units). The Commercial Unit Owner(s) shall pay for maintenance, repairs and supplies within the Commercial Units and Commercial Limited Common Elements.

The cost of repairs, maintenance and supplies will vary among other things with the nature and scope of work performed during the period covered by Schedule B. No warranty can be made with respect to the work which will be required or otherwise desired by the Condominium in connection with the Property.

**(7) Service Contracts** **$322,173**
**(Residential Unit Owners $320,652)**
**(Commercial Unit Owners $1,521)**

The budget amount is for the projected annualized cost of providing items of service and maintenance to the Residential Limited Common Elements and the General Common Elements similar to the service provided in the current service and maintenance contracts and arrangements with respect to the Property, as described below, plus, in any case where the contract is due to expire prior to the projected First Year of Condominium Operation, provision for a projected 3.0% increase in the current costs for the period July 1, 2002 through December 31, 2002 and an additional 3% increase for the period January 1, 2003 through June 30, 2003 over the costs projected for July 1, 2002 through December 31, 2002. (If a contract is described as expiring during the projected First Year of Condominium Operation, then the aforesaid increases were calculated for the portion of the First Year of Condominium Operation with respect to which the current contract shall not be in effect.)

| Item | Company | Contract Expiration Date | Current Approximate Annualized Cost (including, where applicable, sales tax) |
|---|---|---|---|
| Elevator Maintenance | Nouveau Elevator Industries Inc. | 11/30/98* *thereafter, service cancelable upon 30 days' written notice | $208,258 (based upon estimate provided to the Managing Agent by Nouveau Industries Inc. allocating the cost of the $219,219 contract approximately 95% to the Residential Elevators and approximately 5% to the Commercial Elevators) |
| Exterminating | Barton Exterminating Company | 10/31/02* * contract is automatically renewed for a new one-year term each year unless cancelled by either party at least one month prior to the then current term's expiration date | $ 4,105 |
| Landscape Maintenance (various services provided for the period 3/15 through 12/15 of each year) | Long Island Landscape | 3/14/02 | $ 34,640 |
| Metal Maintenance - 14 Elevators (which are the Residential Elevators) | Port Morris Marble & Metal Restoration & Maintenance Corp. | 3/10/02* *contract is automatically renewed for successive terms of 3 years each unless cancelled in writing at least 60 days prior to the then current expiration date | $ 10,977 |
| Metal Maintenance - Doors | Port Morris Marble & Metal Restoration & Maintenance Corp. | 8/19/04* *contract is automatically renewed for successive terms of 3 years each unless cancelled in writing at least 60 days prior to the then current expiration date | $ 17,666 |

| Item | Company | Contract Expiration Date | Current Approximate Annualized Cost (including, where applicable, sales tax) |
|---|---|---|---|
| Fire Alarm Testing Service (this contract covers both the Building and the Knickerbocker Property; contract excludes cost of parts and labor) | Case/ACME | automatically renewed March 1st of each year unless canceled by either party at least 30 days' prior thereto by written notice | $4,508* * this amount represents approximately 70% of the total contract price of $6,441 and is the amount estimated by Sponsor to be allocable to the Building |
| Labor & Parts & Oil Changes for Compactor | IDC Systems | 4/30/02 | $ 3,681 |
| Intercom Maintenance | ERL Electronic Products | month to month | $ 5,008 |
| Master Antenna Service | ERL Electronic Products | month to month | $ 3,355 |
| Repair of Automatic Doors (with respect only to lobby doors providing ingress and egress to and from Building and street) | MacKenzie Automatic Doors, Inc. | 10/31/02* *contract renewed on the expiration date and each anniversary date thereof for an additional term of one year unless terminated at any time by either party upon 30 days' written notice | $ 4,114 |
| Inspection of air conditioning units located in elevator machine rooms serving Residential Elevators only and cost of labor for servicing same (contract excludes cost of replacement parts) | Instant Air | 11/16/02 | $ 5,413 |

| Item | Company | Contract Expiration Date | Current Approximate Annualized Cost (including, where applicable, sales tax) |
|---|---|---|---|
| Inspection and servicing of air conditioning units and window Command Heat Pumps located in Building's 2 main Lobbies and cost of labor for servicing same (contract excludes cost of replacement parts) | Instant Air | 11/16/02 | $ 8,281 |
| | | Total | $310,006 |

The above contracts may exclude the cost of labor or parts, or where such costs are included, may exclude the cost of labor during certain overtime or other hours as set forth in the contracts. In addition, the contracts may exclude service when work has been done by other service providers or in the event of water or fire damage or calamitous events. The summary of the service contracts in this footnote is not intended as a full description of the terms of the service contracts with respect to the Building; for a full understanding of such terms, the contracts should be reviewed.

It is estimated that the following services under the above contracts are provided exclusively or almost exclusively to the Residential Section and so the cost thereof and/or of the contracts therefor shall be borne solely by the Residential Unit Owners: exterminating, metal maintenance of elevators, metal maintenance of doors, compactor maintenance, intercom maintenance, servicing of the master antenna, repair of automatic doors, inspection and repair of air conditioning units located in the elevator machine rooms serving the Residential Elevators and inspection and repair of Main Lobbies air conditioning units/heat pumps. Since grounds maintenance and fire alarm services are provided to the General Common Elements and/or to both the Residential and Commercial Sections, the costs of such service contracts shall be borne by all Unit Owners (Residential Unit Owners and Commercial Unit Owner(s)) in accordance with the respective Common Interests allocated to their respective Units. Based upon a breakdown provided to Sponsor by Nouveau Elevator Industries, Inc., indicating that an amount equal to $10,961 of the $219,219 annual cost of the elevator maintenance contract covers the cost under the contract of maintaining the two (2) Commercial Elevators (such amount is less than the amount that would be calculated based upon to the ratio of the number of Commercial Elevators to the number of Residential Elevators because the Commercial Elevators serve only the lobby and sub-lobby floors), $10,961(approximately 5%) of the current cost of the elevator maintenance contract has been allocated to the two Commercial Elevators, with

such cost to be a Commercial Common Expense, and $208,258 (approximately 95%) of such cost has been allocated to the fourteen (14) Residential Elevators, with such cost (plus the projected increase in same in accordance herewith) to be a Residential Common Expense (and to be borne by the respective Residential Unit Owners in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units). It is anticipated that after the First Unit Closing there will be separate contracts for the Commercial Elevators and separate contracts for the Residential Elevators with respect to elevator maintenance.

**(8) Insurance** **$589,924**
**(Residential Unit Owners $571,034)**
**(Commercial Unit Owners $ 18,890)**

The estimates for the cost of insurance which follow are not based upon existing insurance coverages for the Property. They are based upon coverages suggested and premiums estimated by Serres, Visone & Rice, Inc., 108 Greenwich Street, New York, New York 10006-1821 (the "**Insurance Consultant**") for the Property for the First Year of Condominium Operation.

| Items Covered | Amount of Coverage | Deductible |
|---|---|---|
| 1. Property (All Risk, agreed amount which waives co-insurance clause), on : | | |
| a. 1601-1619 Third Avenue building with rent and extra expense limit (only if physical loss to building) of $7,699,975 | $ 92,052,325 | $5,000 |
| b. 1623-1641 Third Avenue building with rent and extra expense limit (only if physical loss to building) of $7,677,575 | $97,915,983 | $5,000 |
| Includes: | | |
| a. Energy Equipment Breakdown including all Boilers and Air Conditioning Equipment, both buildings | $ 40,000,000 each building | $5,000 each building |
| b. Water damage to the Property excluding to Units | | $5,000 each building |

| Items Covered | Amount of Coverage | Deductible |
|---|---|---|
| 2. Commercial General Liability:<br>General Aggregate<br>Each Occurrence<br><br>Includes:<br>a. Hired and Non-Owned Automobile<br>b. Directors and Officers Liability<br>c. Elevator Collision<br>d. Water damage legal | <br>$ 2,000,000<br>$ 1,000,000<br><br><br>$ 1,000,000<br>$ 10,000,000<br>$ 100,000 | <br><br><br><br><br>$2,500<br><br>$1,000 |
| 3. Crime: Blanket Employee Dishonesty | $ 3,000,000 | $25,000 each loss |
| 4. Umbrella Liability: Excess above Commercial General Liability and Automobile Non-Ownership Liability | $ 20,000,000 | $10,000 Self Insured Retention |
| 5. Automobile:<br>a. liability (including personal injury protection, under-insured motorist)<br>b. physical damage | <br>$ 1,000,000<br><br>cash value from time to time of covered vehicles | <br><br>$500 |
| 6. Workers' Compensation (Premium: $90,540, based on projected payroll of $2,309,983) | | |

The above property coverage limits are based upon the respective agreed value replacement costs for each of the two buildings (the estimated cost to rebuild, exclusive of the cost of excavating and rebuilding the foundation) under an "agreed amount" clause and, accordingly, the policies will provide waiver of co-insurance. However, the insurer will not be obligated to pay insurance claims in excess of the property coverage limits set forth above for the respective buildings. In the opinion of the Insurance Consultant, the respective all risk coverages in the amounts set forth above are presently sufficient to rebuild the respective buildings should they be totally destroyed by fire based upon a replacement cost of $132 per square foot. However, because of the difficulty of estimating replacement costs, because of escalating construction costs and for other reasons, there can be no guarantee that the suggested coverages will yield sufficient proceeds to replace the respective buildings or any portion thereof in the event of a total or partial loss, nor is the foregoing intended to take the place of a professional appraiser's estimate in determining replacement cost. In order to safeguard the investment of its Unit Owners in the event of a substantial or total destruction of the Building or either of the buildings

comprising same, the Condominium Board should periodically review the amount of casualty insurance for the Building to insure that the amount of coverage is sufficient. Additionally, the estimated premiums are subject to change based upon rate changes, market conditions and reinsurance costs at the time the coverage is actually bound.

This coverage does not include the cost of garage keeper's liability. The Commercial Unit Owner(s) may at its sole option maintain or cause to be maintained garage keeper's liability with respect to the operation of the garages at the Property.

In addition, this coverage does not include claims for personal injury or property damage resulting from occurrences in Units, nor does it include coverage of the furniture or personal property of Unit Owners. Therefore, each Unit Owner should consider the desirability of obtaining additional insurance at his or her own cost covering, among other items, (i) fire or casualty losses to the contents of his or her Unit and any replacements, additions, upgraded fixtures and improvements therein; (ii) damage to other personal property; and (iii) liability for personal injury as a result of occurrences in the individual Units. It is recommended that Unit Owners consult with an insurance broker as to the necessity for, and the desirability of obtaining coverage for one or more of such risks and as to the amount of such coverage.

Insurance premiums for buildings containing both commercial and residential space, as the Building does, are generally higher than insurance premiums for buildings containing only residential space.

The quotation is an indication of insurance premiums at current rates. In recent years, premiums for insurance (especially fire liability) have increased substantially. As a result of the events of September 11, 2001, there has been a further increase in insurance premiums. Although the Insurance Consultant gave its estimate of the insurance premiums after the events of September 11, 2001, there has been considerable volatility in insurance rates since September 11th and such volatility is expected to continue. Accordingly, although based on the quote obtained from the Insurance Consultant, the insurance projection is currently believed to be reasonable, it is not possible to predict whether insurance coverage for the First Year of Condominium Operation (or for future years) will continue to be available at the premiums set forth above or whether such premiums will escalate.

The cost of the above insurance coverage excluding the cost of the worker's compensation coverage ($589,924 less $90,540 or $499,384) shall be a General Common Expense, to be borne by all Unit Owners (the Commercial Unit Owner(s) and the Residential Unit Owners) in accordance with the respective Common Interests allocated to their respective Units. The cost of the worker's compensation premium has been allocated in accordance with the allocation of staff in footnote 2 to servicing of the General Common Elements and Residential Limited Common Elements, respectively. The estimated portion of the $90,540 workers' compensation premium which is for the staff allocated (in accordance with footnote 2) to the General Common Elements is $3,404 (based on such staff's total projected wages for the First Year of Condominium Operation of $86,942). Accordingly, $3,404 of the workers' compensation premium has been treated

as a General Common Expense, that is, to be borne by all Unit Owners (Residential Unit Owners and Commercial Unit Owners) in accordance with the respective Common Interests allocated to their respective Units, and $87,136 of such premium has been treated as a Residential Common Expense, that is, to be borne only by the Residential Unit Owners in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units.

At the First Unit Closing, Sponsor will cause to be delivered (at the Condominium's expense) a fire and liability binder or policy providing insurance coverage in accordance with the foregoing schedule. If the Condominium does not have sufficient funds available on the date of closing of the First Unit Closing with which to pay any premiums then due on such policies, then the Sponsor will advance such insufficiency and the amount which is advanced by the Sponsor shall be paid by the Condominium to Sponsor in the manner provided in **"Working Capital Fund and Reserve Fund."**

The fire, casualty, and liability insurance to be obtained by the Sponsor as described above shall provide that each Unit Owner is a certificate holder and that there will be no cancellation without notice to the Board. In addition, the fire and casualty insurance shall provide that subrogation against each Unit Owner is waived, that invalidity because of the acts of the insured and Unit Owners is waived, and that pro rata reduction, if additional Unit Owners obtain coverage, is also waived.

**(9) Management Fees** **$ 566,100**
**(Residential Unit Owners $544,831)**
**(Commercial Unit Owners $ 21,269)**

The Managing Agent's fee will be fixed by the proposed management agreement to be entered into by the Condominium on or before the Closing Date. The Managing Agent's fee is within the current industry standard range of management fees for condominium buildings of similar size and nature as the Building. The Building will be managed by R.Y. Management Co., Inc. (the "Managing Agent"), having an office at 1619 Third Avenue, New York, New York 10128. The agreement will be for an initial period of three (3) years and will provide that the Managing Agent will receive equal monthly payments of $47,166.66, during such initial three year term (which fee is exclusive of out-of-pocket reimbursements) plus certain additional fees applicable to processing of applications for waiver of the Condominium's right of first refusal on sales or leasing and other fees for special services that may be requested by the Condominium Board (such as the Managing Agent acting as a sales broker or leasing broker) as set forth in **"Management Agreement, Contracts and Leases."** It is anticipated that the Managing Agent will also be receiving additional compensation from Sponsor for management of the Unsold Residential Units as well as from the Commercial Unit Owner(s) for management of the Commercial Unit(s). Robert Vaccarello, principal of Sponsor, is president of R.Y. Management Co., Inc. See **"Identity of Parties."** The cost of this budget item will be borne by all Unit Owners (including the Commercial Unit Owner(s) and the Residential Unit Owners) in accordance with the respective Common Interests of their respective Units. See **"Management Agreement, Contracts and Leases"** for a summary of the provisions of the management agreement between the Managing Agent and the Condominium.

**(10) Legal Fees and Audit Fees** **$ 34,900**
**(Residential Unit Owners $33,589)**
**(Commercial Unit Owners $ 1,311)**

A certified public accountant will be responsible for auditing the Condominium's books and records and preparing the requisite audited financial statements. In addition, the accountant will be responsible for filing federal, state and city income tax returns. The amount set aside for this service is $29,900, based on an estimate provided by the firm of Jack Lawrence & Company, Certified Public Accountants, 20 Crossways Park North, Woodbury, New York, 11797. The estimate provided by such firm also includes its estimated fee for attending two Condominium meetings during the First Year of Condominium Operation.

In addition, legal fees of $5,000 have been set aside for minor miscellaneous legal matters which may arise during the first year of operation.

The cost of this budget item will be borne by all Unit Owners (including the Commercial Unit Owner(s) and the Residential Unit Owners) in accordance with the respective Common Interests of their respective Units.

**(11) Other** **$86,007**
**(Residential Unit Owners $83,920)**
**(Commercial Unit Owners $ 2,087)**

The budgeted figure represents the estimated cost of certain miscellaneous operational expenses of the Property not provided for in other budget items as follows:

| Item | Estimated Cost |
|---|---|
| Consulting - Elevator Maintenance | $ 8,398 |
| - Other Repairs & Maintenance Consulting | 29,552 |
| Staff Uniforms - Purchases and Cleaning | 22,069 |
| Security and Maintenance Equipment - Radios, Pagers, etc. | 4,187 |
| Licenses and Permits | 4,959 |
| Truck Lease | 11,260 |
| Dues and Subscriptions | 2,914 |
| Telephone - Security | 2,337 |
| Miscellaneous | 331 |
| | $ 86,007 |

The cost of consultants hired with respect to elevator maintenance and repairs of and to the Residential Elevators shall be a Residential Limited Common Expense, to be borne solely by all Residential Unit Owners in accordance with the Percentages of Residential Common Interest allocated to their Residential Units and Storage Units. The projected

cost of same, as set forth above, is 95% of the cost, as determined by the accountants who prepared the Certified Statements of Operation contained in the Plan, of such consultants during calendar year 2000 ($8,840). The allocation of the 2000 cost between the Residential Elevators and the Commercial Elevators in a 95% to 5% ratio, respectively, was made by the Managing Agent based on the allocation of the cost of the elevator maintenance contract in approximately the same ratio by the elevator service provider (see footnote 7 above). The cost of consultants hired with respect to elevator maintenance and repairs of and to the Commercial Elevators shall be a Commercial Common Expense, to be borne by the Commercial Unit Owner(s) pro rata. The Commercial Unit Owner shall bear its pro rata share of the cost of staff uniforms for two (the number of staff members whose cost is estimated by Sponsor to appertain to the cost of servicing the General Common Elements; see footnote 2 above) members of the 58-person staff and the Residential Unit Owners shall pay its pro rata share of the cost of staff uniforms for two members of the staff as well as the entire cost of the staff uniforms for the remaining 56 members of the staff. (As the annual cost of uniforms is estimated at approximately $380.50 per member, the Commercial Unit Owner's projected portion of this item is $28 and the Residential Unit Owners' projected portion, as a group, of this item is $22,041.) Security and maintenance equipment (primarily radios and pagers and the like) is projected by Sponsor to be utilized primarily by staff members in connection with servicing the Residential Section but in connection with servicing the General Common Elements as well (for example by a staff member guarding the Building and/or in connection with repair and maintenance of General Common Elements, and so the cost of this item will be borne all Unit Owners (including Commercial Unit Owner(s) and Residential Unit Owners) in accordance with the respective Common Interests of their respective Units. The remaining items comprising this budget item will be borne by all Unit Owners (including Commercial Unit Owner(s) and Residential Unit Owners) in accordance with the respective Common Interests of their respective Units as well.

**(12) Debt Service and Common Charges and Real Estate Taxes on Superintendent's Unit: $69,121**
**(Residential Unit Owners $69,121)**
**(Commercial Unit Owners $0)**

As set forth in "**Footnotes to Schedule A**", the Condominium Board, on behalf of all Unit Owners, will purchase the Superintendent's Unit from Sponsor for occupancy by the Resident Superintendent and the entire $514,000.00 purchase price of the Superintendent's Unit is to be financed by delivery of the Superintendent's Unit Mortgage by the Condominium Board in favor of Sponsor and/or an Institutional Lender procured by Sponsor aggregating the full purchase price. The total of the payments of principal and interest under the Superintendent's Unit Mortgage during the First Year of Condominium Operation are estimated to be $53,527.

The Superintendent's Unit Mortgage will have a maturity of twenty (20) years, bear interest at the rate of 8.5 percent per annum and shall be self-liquidating (that is, if all of the constant monthly payments are timely made in full over the 20 year term of the mortgage, there will be no "balloon" payment of principal due at maturity). The Superintendent's Unit Mortgage shall be payable in constant monthly payments of interest

and principal of $4,460.58, which payments (and any other sums due under such mortgage) will be a Residential Common Expense and shall be borne solely by the Residential Unit Owners in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units.

In addition to the payments under the Superintendent's Unit Mortgage (estimated to be $53,527 during the First Year of Condominium Operation), all Common Charges and real estate taxes with respect to the Superintendent's Unit shall also be payable by the Condominium Board. These Common Charges and real estate taxes shall also be a Residential Common Expense and shall be borne solely by the Residential Unit Owners in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units. The amount of these Common Charges for the First Year of Condominium Operation is projected to be approximately $8,707 (see **Schedule A**). The amount of these real estate taxes for the First Year of Condominium Operation is estimated to be $6887, based upon the Common Interest allocated to the Superintendent's Unit as set forth on Schedule A and the estimated real estate taxes for the entire Building as set forth in **"Footnotes to Schedule A."**

**(13) Contingency** **$ 189,949**
**(Residential Unit Owners $182,812)**
**(Commercial Unit Owners $7,137)**

The contingency provides a fund for possible expenses not included in the projected budget, or possible increases in one or more categories of operating expense beyond the projected amounts. There can be no assurance that such fund will be sufficient to pay for such expenses. 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 cost of this budget item will be borne by all Unit Owners (including Commercial Unit Owner(s) and Residential Unit Owners) in accordance with the respective Common Interests of their respective Units.

As set forth in "**Sponsor's Statement of Building Condition**," substantial funds will be required to make repairs to the facade of the Building. Sponsor shall have no obligation to pay for the cost of such repairs. To the extent that Housing Company Reserves (as defined below in such section of the Plan) are not made available for such purpose as described in such section or are insufficient for such purpose, it is anticipated that the shortfall shall be paid from the Reserve Fund rather than from increasing Common Charges or the adoption of a special assessment on Unit Owners, in which case the shortfall would be expected to be borne by all Unit Owners in accordance with the respective Common Interests allocated to their respective Units.

**(14) Income Taxes** **$ 39,074**
**(Residential Unit Owners $37,606)**
**(Commercial Unit Owners $ 1,468)**

This amount represents the estimated federal income and New York State and New York City franchise taxes on the income to be earned from the investment of the Reserve Fund during the First Year of Condominium Operation, which income is projected to be $111,770, based on certain assumptions as set forth in footnote 1b above. The budget item has been based on the tax rates in effect on January 31, 2001. If the income earned on the Reserve Fund is higher than projected, the income taxes payable by the Condominium Board will likely increase. Conversely, if the income from investment of the Reserve Fund is less than projected, income taxes payable by the Condominium Board will be less than estimated herein. In addition, any change in the federal, New York State and/or New York City income or franchise tax rates will affect the amount of income tax payable on the Condominium's investment income. No income tax has been projected with respect to the Working Capital Fund because it is anticipated that a significant portion of the Working Capital Fund will be expended during the First Year of Condominium Operation. This budget item has been allocated to all Unit Owners (including the Commercial Unit Owner(s) and the Residential Unit Owners) in accordance with the respective Common Interests of such Unit Owners' respective Units.

**(15) Net Income on Reserve Fund** **$72,696**
**(Residential Unit Owners $69,965)**
**(Commercial Unit Owners $ 2,731)**

This amount represents the difference between the projected investment income on the Reserve Fund (discussed in footnote 1b above) and the income taxes projected to be payable on such investment income (see footnote 14 above). It is anticipated that the Condominium Board will not expend this sum but will instead utilize such amount to augment the Reserve Fund. However, no representation is made that the Condominium Board will utilize the excess of its investment income over the income taxes thereon as described herein and the Condominium Board is free to utilize such excess income in any lawful manner. This budget item has been allocated to all Unit Owners (including the Commercial Unit Owner(s) and the Residential Unit Owners) in accordance with the respective Common Interests of such Unit Owners' respective Units.

Tax Exempt Status Under Section 528 of Internal Revenue Code.

It does not appear that the Condominium will satisfy the requirement that at least 85% of the floor area of the Building will be used for residential purposes. As a result, the Condominium Board will not be able to elect the favorable tax treatment available under Section 528 of the Internal Revenue Code. Accordingly, the Condominium may be subject to income taxes on the excess of the Common Charges and investment income over the expenses of operating the Condominium (See "Counsel's Tax Opinion Letter"). Since the Budget for the First Year of Condominium Operation does not anticipate any net income, no provision has been made for income taxes payable by the Condominium in the

Budget for the the First Year of Condominium Operation other than income taxes on the projected income on the Reserve Fund as provided above in footnote 14.

It should be noted that the Condominium would, even if permitted to make an election under Section 528 of the Code, still be required to pay a tax for any taxable income it may receive. For this purpose, "taxable income" is defined as the excess, if any, of (a) the gross income for the taxable year (other than "exempt function income" as defined below) over (b) the deductions allowed by the Code which are directly connected with the production of such gross income (excluding "exempt function income") computed with certain modifications provided in Section 528. "Exempt function income" is defined as any amount received as membership dues, fees or assessments from owners of condominium housing units. See "Income Tax Deductions to Unit Owners and Tax Status of Condominium" and "Counsel's Tax Opinion Letter.

GENERAL

IN THE OPINION OF THE SPONSOR'S EXPERT THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE YEAR OF OPERATION COMMENCING JULY 1, 2002. THE FOREGOING SCHEDULE HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE COMMON CHARGES FOR SUCH FISCAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE CONDOMINIUM WILL BE AS SET FORTH IN SAID SCHEDULE, AND IT IS LIKELY THAT THE ACTUAL COMMON CHARGES AND OTHER ITEMS OF INCOME AND EXPENSE WILL VARY FROM THE AMOUNTS SHOWN IN THE SCHEDULE.

Sponsor reserves the right (but shall have no obligation) to cause the Condominium Board to reduce the Common Charges payable by the Unit Owners (including Sponsor) during the first year of Condominium Operation (and during part or all of any further period in which Sponsor controls the Board) to reflect the actual expenses incurred by the Condominium. Sponsor makes no representation that any savings in operating expenses or reduction in Common Charges will in fact occur.

If the anticipated date of the First Unit Closing is six (6) months or more after the projected date of the budget year for this Schedule B, then the Plan shall be amended to include a revised budget disclosing current projections. If the aggregate amount of Common Charges payable by Residential Unit Owners disclosed in such amended Schedule B exceeds by 25% or more the aggregate amount of Common Charges payable thereby as set forth in Schedule B as theretofore from time to time amended, then the Sponsor shall offer all Purchasers the right for a period of at least fifteen (15) days from the date of presentation of such amendment to rescind their offer to purchase. Sponsor shall promptly return to a Purchaser who exercises any such right to rescind, his (or her) deposit under his (or her) Purchase Agreement. Sponsor shall not declare the Plan effective if there are any material changes to the budget if these changes have not been disclosed by an amendment to the offering plan.

# OPINION OF EXPERT ON COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

*MMJ Commercial*
*Real Estate Services*

January 31, 2001

New York State Department of Law
120 Broadway 23rd Floor
New York, New York 10271
Attention: Real Estate Financing Bureau

Re: Opinion on Compliance With Real Property Law Section 339-i for Condominium Offering Plan for Ruppert-Yorkville Towers, Located at 1601, 1619, 1623, and 1641 Third Avenue, New York, New York ("the Condominium")

Gentlemen:

This letter is submitted in connection with the proposed conversion to condominium status of the abovementioned property. All capitalized items not otherwise defined herein shall have the same meanings as in the Condominium Offering Plan ("the Plan").

The Sponsor has requested our opinion on whether the method used to determine the undivided percentage interest of each Unit in the Common Elements in the above-referenced Condominium complies with Real Property Law Section 339-i ("Section 339-i").

The principals of MMJ Commercial, Inc., including the undersigned, and of our affiliate Mitchell, Maxwell & Jackson, Inc. are licensed real estate brokers as well as licensed real estate appraisers with over 20 years of experience in the analysis and valuation of New York City residential and commercial properties . Our firm prepare a combined total of over 15,000 appraisals annually, a substantial portion of which involves Manhattan cooperative and condominium apartments. Our experience also includes consulting on cooperative and condominium offering plans and preparation of common interest allocations (condominiums), share allocations (cooperatives), and real estate tax estimates.

In connection with this opinion, we have reviewed Schedule A of the Plan, the Floor Plans, and the proposed Declaration included in Part II of the Plan and have assumed the statements and information contained therein are accurate and correct. We have not reviewed or verified the calculation of floor areas used in determining the sizes of Units or the Limited Common Elements.

Section 6 of the Declaration states that "the percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit."

*645 Fifth Avenue, East Wing, Seventh Floor New York, NY 10022 (212) 319-7300*

New York State Department of Law
Real Estate Financing Bureau
January 31, 2000
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Section 339-i requires that the Common Interest of each Unit must be based on one of four methods of calculation, including the method stated in Section 6 of the Declaration (Section 339-i (1) (iv)).

Having evaluated the allocation of Common Interest among the Units made by the Sponsor based on the foregoing factors, it is our opinion that the allocation is consistent with Section 339-i.

This opinion is confined to matters addressed herein with respect to Section 339-i. It is not intended and should not be construed as an opinion on any other aspect of the Plan. We assume no obligation to update or supplement this opinion to reflect any changes in statutory law or judicial precedent, or any changes in fact or circumstances that hereafter may come to our attention pertaining to the subject matter hereof.

We are not acting as the selling agent of the Sponsor or the managing agent for the property. We have no beneficial interest in the Sponsor or in the profitability of the conversion. Our fee is not contingent upon any predetermined result or event.

We consent to the incorporation of this opinion in the Plan and to the references to our name in the Plan in connection with this opinion.

Sincerely,

MMJ Commercial, Inc.

Jan A. Barenholtz, MAI
President

## COMMERCIAL UNITS

Sponsor (and its successors and assigns) reserves the right to use the Commercial Units for any lawful purpose permitted under the Zoning Resolution of the City of New York and other Applicable Law. Neither the Condominium Board nor the Unit Owners will have any right to restrict or limit any lawful use of the Commercial Units except that the Commercial Units may not be used for (i) the sale or display of pornographic photographs, magazines, movies or videotapes or as a so-called rubber goods shop or (ii) any nude or semi-nude live performances or nude modeling or as a sex club or massage parlor. No representation or warranty is made as to who the owner or tenants of the Commercial Units may be at any time or as to the lawful uses to which the Commercial Unit(s) may be put at any time.

The Commercial Units are currently subject to various office, retail and other commercial leases. The current tenants and subtenants with respect to the Commercial Units use the space they lease for, among other purposes, a health club (including a swimming pool facility), a United States Post Office, professional offices, doctors' offices, medical laboratory facilities, general office use, retail use, parking garages and the offering of dry cleaning and valet services. The Commercial Units also currently include the laundry facilities at the Building. Neither the Condominium Board nor any Residential Unit Owner shall have any interest in the rents, profits or revenues derived from the rental or use of any space in the Commercial Units.

The Commercial Unit Owners have rights and obligations under the Declaration and By-laws which differ from those of Residential Unit Owners, including, without limitation, (i) the right to subdivide each such Unit without the consent of the Condominium Board, (ii) certain easements, (iii) the right to make alterations without the consent of the Condominium Board, (iv) the right to designate two (2) of the nine (9) members of the Condominium Board, (v) the right to require the Condominium Board to enter into non-disturbance agreements with tenants of the Commercial Units, (vi) the exemption in favor of Commercial Unit Owners (and Unsold Residential Unit Owners) from the rights of first refusal in favor of the Condominium Board as to sale and leasing of Units and (vii) the obligation on the part of Commercial Unit Owners to pay Commercial Common Charges in lieu of Residential Common Charges, as are payable by Residential Unit Owners, all as more particularly described in "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-Laws**" and "**Introduction**." However such rights and obligations, as differing from those applicable to Residential Unit Owners, will not have a material adverse effect upon the Condominium.

The General Common Charges payable by the Commercial Unit Owners are based on the respective Common Interests of the Commercial Units except as otherwise indicated in **"Rights and Obligations of Unit Owners and Condominium Board, Summary of By-Laws"**, the Declaration, the By-laws or in Footnotes to Schedule B. Based upon the opinion of Platinum Properties of New York LTD as contained in the Plan, Sponsor estimates that the Common Charges payable by the Commercial Unit Owner are sufficient to cover the Common Expenses fairly attributable to the Commercial Units and that the allocation of Common Charges to the Commercial Unit Owner reflects such special

or exclusive use or availability or exclusive control of particular common areas as to which the Commercial Unit Owner may be entitled.

## CHANGES IN PRICES AND UNITS

Changes in Price and Term of Sale

Subject to the conditions hereinafter set forth, Sponsor reserves the right, at any time and from time to time before and after the recording of the Declaration, without prior notice or prior amendment to the Plan and without the consent or approval of the Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, any mortgagee or any other party, to change the Purchase Price, the manner of payment and any other term of sale of any Unit as permitted by the terms of this Plan, except that no such change with respect to any Unit for which a Purchase Agreement is then in effect and with respect to which the Purchaser is not in default may be made without the consent of the Purchaser.

Changes in the Purchase Prices set forth in Schedule A will be made pursuant to a duly filed amendment to the Plan when such change in price is an across-the-board change affecting one or more lines of Units or Unit models or is to be advertised or is a price increase for an individual Purchaser. As set forth in the Footnotes to Schedule A, Purchase Prices are negotiable. Accordingly, unless it would constitute a prohibited discriminatory inducement, Sponsor may enter into a Purchase Agreement with an individual Purchaser to sell one or more Units at prices less than those set forth in Schedule A without filing an amendment.

During the Exclusive Purchase Period the Purchase Prices to Eligible Tenants as set forth in Schedule A of the Plan will not be increased.

If Sponsor changes the Purchase Price of one or more Units, the Purchaser of such Unit may pay, or may have paid, more or less than other Purchasers of comparable Units having the same Common Interest. Such a price change, however, will not alter the Common Interest of, or the amount of the Common Charges payable by, the owners of Units.

Changes of Size, Layout and Number of Units

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective purchasers, or for any other reason, Sponsor and the Commercial Unit Owners reserve the right to change: (a) the layout of, or number of rooms in, Unsold Residential Units (or Commercial Units, as the case may be) and (b) the size or number of Unsold Residential Units (or Commercial Units, as the case may be) by subdividing one or more Unsold Residential Units (or Commercial Units, as the case may be) into two or more separate Units, by combining two or more separate Unsold Residential Units (or Commercial Units, as the case may be) into one or more Units, by altering the boundary walls of any Unsold Residential Unit (or Commercial Unit, as the case may be), or otherwise, including, without limitation, the use of any portion of the Common Elements adjacent to such Unsold Residential Units (or Commercial Units, as the case

may be) to the extent that such portion is not required to be maintained as Common Elements pursuant to the terms of the Declaration and the By-Laws. Subject to the terms of this paragraph and the last two paragraphs of this subsection, such right may be exercised by Sponsor from time to time, both before and after the recording of the Declaration, without the consent or approval of the Selling Agent, the Managing Agent, the Condominium Board , any Unit Owner, any mortgagee or any other party. Sponsor, however, will first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by Law. In addition, if a Purchase Agreement has been signed with respect to a Unit and the Purchaser thereunder is not in default, Sponsor will not materially change the size or layout of such Unit or its Common Interest without the written consent of the Purchaser. Further, Sponsor will not cause any material change to be made in the size or material adverse change to be made in the quality of the Common Elements unless Purchasers who are not then in default under their Purchase Agreements are given the right to rescind their Purchase Agreements for fifteen (15) days subsequent to the date of presentation of an Amendment disclosing such right. If a Purchaser elects to rescind his or her Purchase Agreement pursuant to the above, Sponsor will promptly return any down payment that is being held with interest, if any.

Any Floor Plans contained in Part II of the Plan and any other floor plan or sketch shown to a prospective Purchaser is only an approximation of the dimensions and layout of typical Units. The square footage measurements set forth on Schedule A with respect to the Residential Units and Storage Units exceed the usable square footages and are calculated as described in **"Footnotes to Schedule A."** In addition, the measurements are only approximate. The actual layout of a Unit may have been altered. Each Unit should be inspected prior to purchase to determine its useable dimensions, layout and physical condition. Any inaccuracy between the actual dimensions of a Unit and the dimensions shown on the Floor Plans shall not be a basis for excusing a Purchaser from purchasing his or her Unit and Purchaser will not have any claim against Sponsor as a result of such deviation. Floor Plans contained in Part II of the Plan which show the location and configuration of Units may be difficult to read due to the need to reduce them in size for inclusion in the Plan. Larger size Floor Plans are available for inspection in the Selling Agent's office.

If Sponsor changes the size or number of Unsold Residential Units or Commercial Units, Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. The aggregate amount of the Common Interests of all the Units, however, will always remain at 100%. As a result of any reapportionment of the Common Interests appurtenant to Unsold Residential Units, the amount of the Common Charges (General Common Charges and Residential Common Charges) and the real estate taxes and assessments payable by the owners of the Unsold Residential Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges (General Common Charges and Residential Common Charges) and the real estate taxes and assessments payable by the owners of Residential Units unaffected thereby will not vary (as a result thereof). Any reapportionment of the Common Interests appurtenant to Commercial Units will have no affect on the amount of the Common Charges payable by owners of the Residential Units.

The Plan will be amended to reflect any change in the size or number of Residential Units or their respective Common Interests, or any material change in the size or quality of the Common Elements; however, the layout and number of rooms in Unsold Residential Units with respect to which there are no outstanding Purchase Agreements may be changed without prior notice or amendment of this Plan.

## ACCOUNTANT'S CERTIFIED STATEMENTS OF OPERATIONS

Attached hereto are certified statements of operations for the Property for the calendar years ended December 31, 1999 and December 31, 2000, respectively, as prepared by Jack Lawrence & Co.

RUPPERT YORKVILLE TOWERS
New York, New York
(The Property)

Statement of Revenue and Expenses
Condominium Basis

For The Year Ended December 31, 1999

RUPPERT YORKVILLE TOWERS
New York, New York
(The Property)

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Jack Lawrence & Company
CERTIFIED PUBLIC ACCOUNTANTS

## INDEPENDENT AUDITOR'S REPORT

To the Partners of
Yorkville Towers Associates Limited Partnership
New York, New York

We have audited the accompanying Statement of Revenue and Expenses, Condominium Basis, of Ruppert Yorkville Towers, (the "Property") for the year ended December 31, 1999. This statement is the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Statement of Revenue and Expenses, Condominium Basis, is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement of revenue and expenses. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying Statement of Revenue and Expenses, Condominium Basis, was prepared for inclusion in the offering plan to convert the Property to condominium ownership and excludes certain material income and expenses, described in Note 2, and are not intended to be a complete presentation of the Property's income and expenses.

In our opinion, the aforementioned statement presents fairly the revenue and expenses, condominium basis, of the Property, as described in Note 2 for the year ended December 31, 1999, in conformity with generally accepted accounting principles.

This report is intended solely for the information and use of partners of Yorkville Towers Associates Limited Partnership for inclusion in the condominium offering plan and should not be used for any other purpose.

Jack Lawrence & Company

Woodbury, New York
November 27, 2000

RUPPERT YORKVILLE TOWERS
STATEMENT OF REVENUE AND EXPENSES-CONDOMINIUM BASIS
FOR THE YEAR ENDING DECEMBER 31,1999

| | |
|---|---|
| **REVENUE** | |
| RESIDENTIAL RENTS | 15,186,762 |
| **EXPENSES** | |
| PAYROLL, PAYROLL TAXES & BENEFITS | 2,267,370 |
| UTILITIES-(ELECTRICITY & GAS)-NOTE 3 | 2,231,095 |
| WATER & SEWER | 481,178 |
| REPAIRS, MAINTENANCE & SUPPLIES-NOTE 4 | 564,517 |
| SERVICE CONTRACTS | 246,936 |
| INSURANCE | 333,240 |
| LEGAL AND ACCOUNTING FEES | 48,668 |
| MANAGEMENT FEES | 833,088 |
| OTHER | 102,621 |
| TOTAL EXPENSES | 7,108,713 |
| NET INCOME | 8,078,049 |

SEE THE ACCOMPANYING ACCOUNTANT'S REPORT AND NOTES.

RUPPERT YORKVILLE TOWERS
New York, New York
(The Property)
Notes to Statement of Revenue and Expenses
Condominium Basis
December 31, 1999

NOTE 1 - PROPERTY DESCRIPTION

Ruppert Yorkville Towers, located at 1601, 1619, 1623 and 1641 Third Avenue, New York, N.Y. 10128 (the "Property") is a residential apartment complex expected to be converted to condominium ownership. The complex contains 1,258 apartments (including one super's apartment).

NOTE 2 - BASIS OF PRESENTATION

The statement of revenue and expenses, condominium basis, has been prepared on an accrual basis and is in accordance with regulations prescribed by the New York State Attorney General's Office, and, therefore, excludes certain income and expenses which are summarized below:

- Interest Income
- Commercial and Laundry Income
- Tenant Charges and Expenses relating to individual apartments
- Insurance Recovery
- Depreciation
- Amortization
- Interest on Mortgage Loan
- Real Estate Taxes
- Rental and Administrative Expenses
- Repairs and Maintenance relating to commercial limited common elements and individual apartments including repairs to windows, flooring, plumbing, etc.
- Painting of building hallways and lobbies generally preformed on a cycle of 5 or more years.
- Legal Fees relating to tenant matters.
- Accounting Fees relating to HPD interim reporting.

NOTE 3 - USE OF ESTIMATES

In preparing the statements in conformity with generally accepted accounting principles, management is required to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Included in the year ending December 31, 1999 utilities expense of $2,231,095 is $128,403 for electric expense applicable to the prior calender year but not estimated at that time.

RUPPERT YORKVILLE TOWERS
New York, New York
(The Property)
Notes to Statement of Revenue and Expenses
Condominium Basis
December 31, 1999

NOTE 4 - REPAIRS, MAINTENANCE AND SUPPLIES

The Repairs, Maintenance and Supplies have been identified as follows:

| | |
|---|---|
| General Common Elements | $ 285,761 |
| Residential Limited Common Elements | 278,756 |
| Total | $ 564,517 |

RUPPERT YORKVILLE TOWERS
New York, New York
(The Property)

Statement of Revenue and Expenses
Condominium Basis

For The Year Ended December 31, 2000

RUPPERT YORKVILLE TOWERS
New York, New York
(The Property)

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**JackLawrence&Company**
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Partners of
Yorkville Towers Associates Limited Partnership
New York, New York

We have audited the accompanying Statement of Revenue and Expenses, Condominium Basis, of Ruppert Yorkville Towers, (the "Property") for the year ended December 31, 2000. This statement is the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Statement of Revenue and Expenses, Condominium Basis, is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement of revenue and expenses. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying Statement of Revenue and Expenses, Condominium Basis, was prepared for inclusion in the offering plan to convert the Property to condominium ownership and excludes certain material income and expenses, described in Note 2, and are not intended to be a complete presentation of the Property's income and expenses.

In our opinion, the aforementioned statement presents fairly the revenue and expenses, condominium basis, of the Property, as described in Note 2 for the year ended December 31, 2000, in conformity with generally accepted accounting principles.

This report is intended solely for the information and use of partners of Yorkville Towers Associates Limited Partnership for inclusion in the condominium offering plan and should not be used for any other purpose.

Jack Lawrence & Company

Woodbury, New York
October 30, 2001

RUPPERT YORKVILLE TOWERS
STATEMENT OF REVENUE AND EXPENSES-CONDOMINIUM BASIS
FOR THE YEAR ENDING DECEMBER 31, 2000

| | |
|---|---|
| **REVENUE** | |
| RESIDENTIAL RENTS | 15,109,061 |
| **EXPENSES** | |
| PAYROLL, PAYROLL TAXES & BENEFITS | 2,317,294 |
| UTILITIES-(ELECTRICITY & GAS) | 2,821,421 |
| WATER & SEWER | 463,988 |
| REPAIRS, MAINTENANCE & SUPPLIES-NOTE 4 | 503,551 |
| SERVICE CONTRACTS | 290,102 |
| INSURANCE | 340,766 |
| LEGAL AND ACCOUNTING FEES | 49,268 |
| MANAGEMENT FEES | 851,832 |
| OTHER | 80,282 |
| TOTAL EXPENSES | 7,718,504 |
| NET INCOME | 7,390,557 |

SEE THE ACCOMPANYING ACCOUNTANT'S REPORT AND NOTES.

RUPPERT YORKVILLE TOWERS
New York, New York
(The Property)
Notes to Statement of Revenue and Expenses
Condominium Basis
December 31, 2000

## NOTE 1 - PROPERTY DESCRIPTION

Ruppert Yorkville Towers, located at 1601, 1619, 1623 and 1641 Third Avenue, New York, N.Y. 10128 (the "Property") is a residential apartment complex expected to be converted to condominium ownership. The complex contains 1,258 apartments (including one super's apartment).

## NOTE 2 - BASIS OF PRESENTATION

The statement of revenue and expenses, condominium basis, has been prepared on an accrual basis and is in accordance with regulations prescribed by the New York State Attorney General's Office, and, therefore, excludes certain income and expenses which are summarized below:

- Interest Income
- Commercial and Laundry Income
- Tenant Charges and Expenses relating to individual apartments
- Depreciation
- Amortization
- Interest on Mortgage Loan
- Real Estate Taxes
- Rental and Administrative Expenses
- Repairs and Maintenance relating to commercial limited common elements and individual apartments including repairs to windows, flooring, plumbing, etc.
- Painting of building hallways and lobbies generally preformed on a cycle of 5 or more years. (None performed in Calendar Year 2000)
- Legal Fees relating to tenant matters.
- Accounting Fees relating to HPD interim reporting.

## NOTE 3 - USE OF ESTIMATES

In preparing the statements in conformity with generally accepted accounting principles, management is required to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

RUPPERT YORKVILLE TOWERS
New York, New York
(The Property)
Notes to Statement of Revenue and Expenses
Condominium Basis
December 31, 2000

NOTE 4 - REPAIRS, MAINTENANCE AND SUPPLIES

The Repairs, Maintenance and Supplies have been identified as follows:

| | |
|---|---|
| General Common Elements | $ 250,358 |
| Residential Limited Common Elements | 253,193 |
| Total | $ 503,551 |

## RIGHTS OF EXISTING TENANTS

Except for the provisions of the Mitchell Lama Law and, with respect to Residential Units, GBL Section 352-eeee, as summarized below, neither the Residential Units nor the parking spaces (or rights to park) at the Property are now subject to any rent regulation or any of the Rent Laws, including, without limitation, the Rent Stabilization Law of 1969, the New York City Rent Stabilization Code, the New York City Rent and Rehabilitation Law, the Tenant Protection Regulations of the New York State Division of Housing and Community Renewal or the Emergency Tenant Protection Act of 1974.

Upon the Mitchell Lama Withdrawal, the amount of the rents that may be charged for Residential Units shall, as before, not be subject to any of the Rent Laws and shall, also, no longer be subject to the Mitchell Lama Law, but shall be subject to (i) the provisions of the Settlement Agreement and the Settlement Rent Restrictions, (ii) the provisions of GBL Section 352-eeee as described below and (iii) for Units which are then the subject of an unexpired Mitchell Lama Lease (as hereinafter defined), the terms of such lease for the remainder of the term of such lease. Upon Mitchell Lama Withdrawal, other provisions of the Mitchell Lama Law shall be inapplicable to the Property as well, including, without limitation, restrictions on tenant selection, and no tenant or occupant of a Unit shall have any right to a renewal lease or continued occupancy of his or her Unit except as expressly provided in the Settlement Agreement or as required by GBL Section 352-eeee.

The purchase of a Residential Unit under the Plan does not include any right to park a vehicle at the Property. Upon Mitchell Lama Withdrawal, the amount of the rents or fees that may be charged a Non-Purchasing Tenant or Residential Unit Owner (including Purchasers) for a parking space or the right to park at the Property shall no longer be subject to any restriction and shall, as of the date of such Mitchell Lama Withdrawal, no longer be subject to the provisions of the Mitchell Lama Law, regardless of a tenant's right under the Settlement Agreement to continue to occupy such tenant's apartment unit under the terms of such tenant's unexpired Mitchell Lama Lease, if any, for the balance of the unexpired term of such lease. The Rent Programs (as defined below) under the Settlement Agreement apply to the rental of apartments only and not to parking spaces or the right to park at the Property. After Mitchell Lama Withdrawal, tenants and Residential Unit Owners (including Purchasers) wishing to park a vehicle at the Property will be required to enter into an agreement or arrangement with the Garage Tenant regarding parking of such vehicle and as to parking fees and rates. Sponsor reserves all of its rights as against the Garage Tenant to collect from the Garage Tenant such additional rent and other sums under the leases to the Garage Tenant which may arise on account of increased parking rents or fees payable to or collected by the Garage Tenant following Mitchell Lama Withdrawal.

The following discussion of the rights of residential tenants in occupancy is based upon the laws in effect on the date of presentation of the Plan and the Settlement Agreement. Sponsor makes no representation that these laws will remain in effect or unchanged. The rights of residential tenants in occupancy may change if any of the laws summarized herein expire or are modified or repealed during this offering and Sponsor

reserves the right to amend the provisions of this Plan relating to the rights of tenants in order to reflect such change(s).

THIS PLAN IS A NON-EVICTION PLAN. IT MAY NOT BE AMENDED AT ANY TIME TO PROVIDE THAT IT SHALL BE AN EVICTION PLAN.

Since the Plan is a Non-Eviction Plan, it is not presented subject to the rights of "Eligible Senior Citizens" and "Eligible Disabled Persons" to continued occupancy as afforded by Section 352-eeee of the GBL. Therefore, such rights are not summarized in the Plan. All Non-Purchasing Tenants, including, to the extent applicable, senior citizens and disabled persons, will benefit from the non-eviction provisions of the Plan as set forth below.

Exclusive Right to Purchase

Each Eligible Tenant who occupies a Residential Unit in the Building on the date the Plan is accepted for filing, will, during the Exclusive Purchase Period, have the exclusive right to purchase his or her Unit at the Purchase Price for such Unit set forth in Schedule A. Sponsor will not enter into an agreement to sell a Unit while such Unit is subject to such exclusive right to purchase. After the expiration of the Exclusive Purchase Period, Eligible Tenants will no longer have the exclusive right to purchase their Units, which may then be purchased by others. Such Units may be shown to others consistent with such Eligible Tenants' rights under their Existing Leases.

If, prior to the expiration of any exclusive period that begins before the First Unit Closing, Sponsor amends the terms and conditions of the offering to be more favorable to Eligible Tenants, an Eligible Tenant who was in occupancy on the Presentation Date and who executed and submitted a Purchase Agreement before Sponsor amended the Plan shall benefit from the more favorable terms and conditions.

Rentals and the Right to Remain In Occupancy (GBL Section 352-eeee)

All Residential Units offered for sale pursuant to the Plan are subject to Section 352-eeee of the GBL, which is reproduced in full in Part II of the Plan.

Pursuant to Section 352-eeee of the GBL, no eviction proceedings will be commenced at any time against Non-Purchasing Tenants for failure to purchase or for any other reason applicable to expiration of tenancy, provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the Unit Owner or a similar breach by the Non-Purchasing Tenant of his or her obligations to the owner of the Unit. Further, a Unit Owner may not commence

an action to recover possession of a Unit from a Non-Purchasing Tenant on the grounds that he or she seeks the Unit for the use and occupancy of himself or his family.[1]

The rentals of Non-Purchasing Tenants who reside in Units not subject to governmental regulation as to rentals and continued occupancy and Non-Purchasing Tenants who reside in Units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the Plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy. In determining comparability, consideration shall be given to such factors as building services, level of maintenance and operating expenses. Complaints concerning such increases may be referred to the New York State Department of Law, Real Estate Financing Bureau, 120 Broadway, 23rd Floor, New York, New York 10271.

Certain Additional Tenant Rights

Section 352-eeee of the GBL further provides that all Residential Units occupied by Non-Purchasing Tenants will be managed by the same managing agent, if any, who manages all other Residential Units in the Building. Non-Purchasing Tenants will be provided all services and facilities required by law on a non-discriminatory basis. Sponsor shall guarantee the managing agent's obligation to provide such services and facilities with respect to Sponsor's Unsold Residential Units until such time as a majority of the Condominium Board consists of board members who are unrelated to and unaffiliated with Sponsor.

Section 352-eeee of the GBL also provides that it shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services that substantially interferes with or disturbs the comfort, repose, peace or quiet of any residential tenant in his use or occupancy of his Unit or the facilities related thereto. The Department of Law may apply to a court of competent jurisdiction for an order restraining such conduct and, if it deems it appropriate, an order restraining the owner from selling the Unit or from proceeding with the Plan, provided that nothing contained in the statute shall be deemed to preclude the tenant from applying on his or her own behalf for similar relief.

Tenants or their representatives may physically inspect the Property at any time subsequent to the submission of the Plan to the Department of Law, during normal business hours, upon written request made by them to Sponsor or the Selling Agent,

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1 The foregoing is a summary of the provisions of GBL Section 352-eeee relating to the grounds upon which Non-Purchasing Tenants may be evicted and is not intended to limit the rights of Sponsor or other Unit Owners of Units occupied by Non-Purchasing Tenants to evict Non-Purchasing Tenants on any additional legal grounds. Therefore, if GBL Section 352-eeee or the provision of any Applicable Law shall be interpreted by the courts or amended by the legislature to provide for the eviction of Non-Purchasing Tenants on any other grounds, Sponsor or other Unit Owners of such Units will also have the right to evict Non-Purchasing Tenants on such additional grounds.

provided tenants' representatives are registered architects or professional engineers licensed to practice in the State of New York.

Section 352-eeee of the GBL sets forth a posting requirement as to the percentage of tenants who have purchased units. Such requirement is further discussed in the Section of the Plan entitled "**Effective Date.**"

No Exclusive or Preferential Rights On the Part of Eligible Tenants To Purchase Vacant Units, Occupied Units or Storage Units

No Eligible Tenant will have any exclusive or preferential right to purchase a vacant Unit, a Unit occupied by another or a Storage Unit.

Any exclusive right granted to Eligible Tenants hereunder shall apply only to the purchase by an Eligible Tenant of his or her own Residential Unit. An Eligible Tenant may, however, if he or she wishes, execute and submit a Purchase Agreement for a vacant Unit, a Unit occupied by another or a Storage Unit on the same footing as prospective non-tenant Purchasers. If more than one Eligible Tenant seeks the same Unit at the same Purchase Price and on the same terms, it shall be within Sponsor's sole and absolute discretion to decide which, if any, Purchase Agreement to accept. Sponsor is under no obligation to accept Purchase Agreements from Eligible Tenants for vacant Units, Units occupied by others or Storage Units.

The Storage Units which are offered for sale include space currently used by tenants for storage. Accordingly, such space will no longer be available for storage by tenants except by the respective purchasers of the particular Storage Units. Storage Units are very limited in number and may only be purchased by purchasers of or owners of one or more Residential Units unless Sponsor shall amend the Plan to provide otherwise.

Mitchell Lama Settlement Conditions.

Without limiting Sponsor's rights as set forth elsewhere in the Plan or in the Settlement Agreement, the satisfaction of each of the following conditions (collectively, the "**Mitchell Lama Settlement Conditions**") are preconditions to the Settlement Rent Restrictions (defined below) going into effect and to Sponsor's obligation to consummate the Plan (see "**Effective Date**"): (A) the Mitchell Lama Withdrawal shall have taken place and have become unconditionally and irrevocably effective and the Mitchell Lama Law shall no longer apply to the Property or Housing Company and (B) neither Sponsor nor the Tenant Class (as defined below) shall have any further right, pursuant to the terms of the Settlement Agreement, to withdraw from the terms of the settlement as set forth therein. Any and all of the Mitchell Lama Settlement Conditions may be waived in the sole discretion of Sponsor and such waiver shall not affect a Purchaser's obligation to purchase under such Purchaser's Purchase Agreement.

Rent Programs For Certain Eligible Tenants.

As used in the Plan, the "**Settlement Rent Restrictions**" shall mean the restrictions on rent that may be charged a Rent Program Eligible Tenant (as hereinafter defined) and the rights of a Rent Program Eligible Tenant to receipt of renewal leases, each as set forth and subject to all of the terms and conditions of the Settlement Agreement, as summarized below. No Settlement Rent Restrictions shall take effect until all of the Mitchell Lama Settlement Conditions shall be satisfied.

The following is a summary of the provisions of the Settlement Agreement as pertaining to the Settlement Rent Restrictions. If there shall be any conflict between the provisions of the Plan and the provisions of the Settlement Agreement as to the Settlement Rent Restrictions, the provisions of the Settlement Agreement (a copy of which is annexed as part of Part II of the Plan) shall control and be binding.

Notwithstanding any Mitchell Lama Withdrawal, the leases for apartments at the Property in effect at the time of the Mitchell Lama Withdrawal (collectively, the **"Mitchell Lama Leases"** and, individually, a "**Mitchell Lama Lease**") shall remain in effect until the lease expiration date specified therein, subject to all of the terms and conditions thereof (including all surcharges payable under the Mitchell Lama program). Upon expiration of the respective Mitchell Lama Leases, the Rent Program Eligible Tenants (as defined below) will be offered one or two year leases, at their option, hereinafter referred to as the **"First Renewal"** or **"First Renewal Lease,"** provided, however, that they timely submit an accurate and complete application to participate in one of three Rent Programs, as described below, at least ninety (90) days before the expiration of their Mitchell Lama Lease, such application to be provided to the Rent Program Eligible Tenants by the landlord. However, a Rent Program Eligible Tenant whose Mitchell Lama Lease expires within the first ninety (90) days after the Mitchell Lama Withdrawal may submit an accurate and complete application not later than thirty (30) days after the expiration of his or her Mitchell Lama Lease.

As used herein the term "**Rent Program Eligible Tenant**" shall mean a "Tenant", as defined in the Settlement Agreement, who does not purchase his or her apartment at the Property. A "**Tenant**" is defined in the Settlement Agreement as a tenant of an apartment at the Building as of the date of the Settlement Agreement, who is (y) a member of the Tenant Class (as hereinafter defined) and (z) is in Good Standing (as defined below) as of both (i) thirty (30) days after the Filing Date and (ii) the expiration of such tenant's Mitchell Lama Lease (as defined below). A tenant is in **"Good Standing"** if such tenant is a named tenant on a lease for an apartment at the Property, who is an individual and who is current in payment of rent (including, without limitation, all rental surcharges) and not otherwise in default under his or her lease, occupying the apartment as his or her primary residence and, in the case of a First Renewal Lease, legally occupying his or her apartment under the provisions of the Mitchell Lama Law (including, without limitation, maintaining occupancy of the apartment as such tenant's primary residence and complying with restrictions against subletting). The Settlement Agreement provides that the right to participate in the Rent Programs is extended to the spouse, life partner, lineal ascendant (for example, parent or grandparent) or lineal descendant (for example, child or grandchild)

of a Rent Program Eligible Tenant, provided, however, that such person (i) has been identified as such on the last income affidavit submitted to landlord immediately preceding January 1, 2001 and continued to be identified on subsequent income affidavits thereafter, (ii) was utilizing the apartment as his or her primary residence as of January 1, 2001 and continued to utilize the apartment as his or her primary residence thereafter, and (iii) is named as a co-tenant on the First Renewal Lease (as defined below). Sponsor agreed in the Settlement Agreement to notify counsel for the Tenant Class in writing within three (3) days after the Filing Date of the identity of all tenants whom Sponsor asserts are not in Good Standing as of the Filing Date. Those tenants whose Good Standing is challenged by Sponsor in any legal or administrative proceeding prior to the Filing Date shall not be considered in Good Standing unless and until his or her legal occupancy is confirmed at the conclusion of such proceeding. As used herein "**Tenant Class**" shall mean the "Class" as defined in the Settlement Agreement, which class was closed as of June 29, 2001. Accordingly, those tenants who first became tenants of their Unit after June 29, 2001 are excluded from the Tenant Class and, accordingly, are not Rent Program Eligible Tenants and are not eligible to participate in any of the Rent Programs.

Each Rent Program Eligible Tenant shall have the right to participate in one of the Rent Programs described below, as applicable, subject to all terms and conditions of the Settlement Agreement, including those summarized below:

1. Eligibility Standards for The Rent Programs. Subject to all of the terms and conditions of the Settlement Agreement, Rent Program Eligible Tenants shall be eligible to participate in one of three subsidized or discounted rent programs with respect to their apartment: (i) the **"City Subsidy Program"** (for Rent Program Eligible Tenants whose household's True Gross Income (as hereinafter defined) for the immediately preceding calendar year is below eighty percent (80%) of the Area Median Income); (ii) the **"Landlord Supplemental Subsidy Program"** (for Rent Program Eligible Tenants whose household's True Gross Income for the immediately preceding calendar year is between eighty percent (80%) and one hundred percent (100%) of the Area Median Income); or (iii) the **"Limited Rent Increase Program"** (for Rent Program Eligible Tenants whose household's True Gross Income for the immediately preceding calendar year exceeds one hundred percent (100%) of the Area Median Income). The City Subsidy Program, the Landlord Supplemental Subsidy Program and the Limited Rent Increase Programs are referred to in the Plan, collectively, as the **"Rent Programs"** and, individually as a **"Rent Program"**). **"Area Median Income"** means the median income (adjusted for family size) for the New York metropolitan statistical area as determined by the Secretary of the U.S. Department of Housing and Urban Development. THE RENT PROGRAMS APPLY TO THE RENTAL OF APARTMENTS ONLY AND NOT TO PARKING SPACES OR THE RIGHT TO PARK AT THE PROPERTY.

2. Rents Applicable to First Renewal Leases.

   (a) City Subsidy Program. For Rent Program Eligible Tenants eligible for the City Subsidy Program and electing a one year First Renewal Lease, the rent during the First Renewal will be an annual amount equal to the greater of (i)

their immediately previous annual rent or (ii) one-third of the aggregate annual income for their household for the immediately preceding calendar year calculated in accordance with Section 31 of the Mitchell Lama Law and the regulations promulgated thereunder, except excluding any amount of money, over and above back wages or salary, received during that preceding calendar year from an employer upon termination of the employment relationship, but only (x) to the extent that such amount is specifically allocable to years other than that year, or, (y) if no portion of that amount is specifically allocable, to the extent that such amount, when added to the employment compensation already received during that year prior to such termination of employment, exceeds the agreed-upon employment compensation for that year (or, if there is no agreed-upon compensation for that year, the expected compensation based on the compensation received the immediately preceding calendar year)[1] (**"Modified Gross Income"**), up to the HPD-determined vacancy rent for their apartment as of December 31, 1982, plus an amount equal to the (cumulative compounded) increases granted by the New York City Rent Guidelines Board (the **"Rent Guidelines Board"**) for one year leases from December 31, 1982 until the commencement of the First Renewal Lease (the **"HPD Adjusted 2001 Rent"**). For Rent Program Eligible Tenants electing a <u>two year</u> First Renewal Lease, the annual rent during the term of the First Renewal will be the greater of (i) their immediately previous annual rent or (ii) <u>either</u> (A) one-third of the Modified Gross Income for their household for one of the two immediately preceding calendar years, whichever year is higher, <u>or</u> (B) if the Modified Gross Income for one of those two years exceeds the Modified Gross Income for the other year by more than twenty-five percent (25%) and the Modified Gross Income for neither of the two years exceeds $100,000, one-third of the average of the Modified Gross Income for those two years, provided, however, that in no event will the annual rent during the First Renewal be more than the HPD Adjusted 2001 Rent. The Settlement Agreement states that, subject to the provisos set forth below, for those Rent Program Eligible Tenants under the City Subsidy Program, the City of New York is to pay the landlord on a monthly basis, in advance, an amount equal to the HPD Adjusted 2001 Rent, less the monthly rent paid or to be paid by each Rent Program Eligible Tenant participating in the City Subsidy Program (the "**First Renewal City Subsidy**" and collectively, the "**First Renewal City Subsidies**"). Notwithstanding the foregoing, if the City of New York fails to pay the landlord this amount within fifteen (15) days after the first day of the month to which such payment relates, the Rent Program Eligible Tenant

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1 Any such amount not allocable to the year ("Termination Year") in which it was received in accordance with the above ("Carryover Severance"), shall be included in the calculation of Modified Gross Income for the subsequent year(s) to which it is specifically allocable, or, if not specifically allocable to a subsequent year, to the year(s) immediately following the Termination Year in an amount for each such following year equal to the employment compensation (including any allocated severance) received during the Termination Year, until the year in which the amount of the Carryover Severance is exhausted, for which year the remainder of the Carryover Severance shall be included.

shall be liable for and shall pay the entire amount of the HPD Adjusted 2001 Rent. Sponsor offers no assurance and makes no representation or warranty that (i) the City of New York has adopted or established (or shall adopt or establish) a program of rent subsidies to fund the First Renewal City Subsidies, the Subsequent Renewal City Subsidies (as defined below) or any other rent subsidies, (ii) that if such a program has been or is adopted or established that the City of New York shall actually fund such subsidies or any portion thereof or for how long such program may continue to be funded or at what levels, (iii) whether the City of New York shall approve any particular tenant for participation in such program or (iv) whether, if a particular tenant is approved by the City of New York for any particular program of rent subsidies, that such tenant shall continue to be eligible for any rent subsidies for any particular period of time or that the City shall pay any or all of the anticipated subsidies with respect to such tenant or for any particular month or other period of time.

(b) Landlord Supplemental Subsidy Program. For Rent Program Eligible Tenants eligible for and electing to participate in the Landlord Supplemental Subsidy Program and electing a one year First Renewal Lease, the rent during the First Renewal will be an annual amount equal to the greater of (i) their immediately previous annual rent or (ii) one-third of the Modified Gross Income for their household for the immediately preceding calendar year, up to the HPD Adjusted 2001 Rent. For Rent Program Eligible Tenants electing a two year First Renewal Lease, the annual rent during the term of the First Renewal will be the greater of (i) their immediately previous annual rent or (ii) either (A) one-third of the Modified Gross Income for their household for one of the two immediately preceding calendar years, whichever year is higher, or (B) if the Modified Gross Income for one of those two years exceeds the Modified Gross Income for the other year by more than twenty-five percent (25%) and the Modified Gross Income for neither of the two years exceeds $100,000, one-third of the average of the Modified Gross Income for those two years, provided, however, that in no event will the annual rent during the First Renewal be more than the HPD Adjusted 2001 Rent.

(c) Limited Rent Increase Program. All Rent Program Eligible Tenants not participating in either the City Subsidy Program or the Landlord Supplemental Subsidy Program, will be eligible to participate in the Limited Rent Increase Program, subject to all of the terms and conditions of the Settlement Agreement. For Rent Program Eligible Tenants electing to participate in the Limited Rent Increase Program and electing a one year First Renewal Lease, the rent during the First Renewal will be an annual amount equal to the greater of (i) the HPD Adjusted 2001 Rent or (ii) one-third of the total income for their household as reported on their Federal income tax return(s) for the immediately preceding calendar year, including, without limitation, tax exempt interest income and the non-taxable portion of

tax exempt income, including the non-taxable portion of IRA distributions,[1] pensions and annuities and Social Security benefits, except excluding (A) the taxable amount of a conversion from a Traditional IRA to a Roth IRA (for the tax year 1999, this amount would be reflected on line 16 of IRS Form 8606), (B) returns of principal (including those in connection with IRA distributions and rollovers or pensions or annuity payments) and (C) any amount of money, over and above back wages or salary received during that preceding calendar year from an employer upon termination of the employment relationship, but only (x) to the extent that such amount is specifically allocable to years other than that year, or, (y) if no portion of that amount is specifically allocable, to the extent that such amount, when added to the employment compensation already received during that year prior to such termination of employment, exceeds the agreed-upon employment compensation for that year (or, if there is no agreed-upon compensation for that year, the expected compensation based on the compensation received the immediately preceding calendar year)[2] (**"True Gross Income"**)[3]. For Rent Program Eligible Tenants electing a two year First Renewal Lease, the annual rent during the term of the First Renewal will be the greater of (i) the HPD Adjusted 2001 Rent or (ii) either (A) one-third of the True Gross Income for their household for one of the two immediately preceding calendar years, whichever year is higher, or (B) if the True Gross Income for one of those two years exceeds the True Gross Income for the other year by more than twenty-five percent (25%) and the True Gross Income for neither of the two years exceeds $100,000, one-third of the average of the True Gross Income for those two years. However, in no event will the annual rent during the First Renewal of those in the Limited Rent Increase Program be more than fifty percent (50%) greater than what it was in their expiring Mitchell Lama Lease.

3. Rents Applicable to Subsequent Renewal Leases. Upon expiration of the First Renewal Lease (and Subsequent Renewal Leases (as defined below)), the named

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1 To the extent that a Rent Program Eligible Tenant participating in the Limited Rent Increase Program takes IRA deductions during the calendar year immediately preceding the First Renewal Lease or in years thereafter (for tax year 1999, this would be reflected on line 23 of IRS Form 1040), the tenant will accrue a credit in the total amount of IRA deductions taken during that time period. That credit will be applied to offset the amount, if any, of any IRA distributions (for tax year 1999, this would be reflected on line 15a of IRS Form 1040) in subsequent years.

2 Any such amount not allocable to the year ("Termination Year") in which it was received in accordance with the above ("Carryover Severance"), shall be included in the calculation of True Gross Income for the subsequent year(s) to which it is specifically allocable, or, if not specifically allocable to a subsequent year, to the year(s) immediately following the Termination Year in an amount for each such following year equal to the employment compensation (including any allocated severance) received during the Termination Year, until the year in which the amount of the Carryover Severance is exhausted, for which year the remainder of the Carryover Severance shall be included.

3 For the tax year 1999, True Gross Income, before any exclusions or credits described above, would be reflected on line 22, plus lines 15a (less 15b), 16a (less 16b) and 20a (less 20b) of IRS Form 1040.

tenant(s) on the First Renewal Lease who are in Good Standing, remain eligible for the applicable Rent Program, and are in compliance with the requirements of the applicable Rent Program, shall be offered one or two year renewal leases, at their option, each hereinafter referred to as the **"Subsequent Renewal"** or **"Subsequent Renewal Lease,"** provided, however, that they timely submit an accurate and complete application to continue to participate in the Rent Program at least ninety (90) days before the expiration of their existing lease.

(a) City Subsidy Program and Landlord Supplemental Subsidy Program. For Rent Program Eligible Tenants participating in either the City Subsidy Program or the Landlord Supplemental Subsidy Program and electing a one year Subsequent Renewal Lease, the rent during the Subsequent Renewal will be an annual amount equal to the greater of (i) their immediately previous annual rent or (ii) one-third of the Modified Gross Income for their household for the immediately preceding calendar year, up to the HPD Adjusted 2001 Rent as increased annually by one hundred and fifty percent (150%) of the respective Rent Guidelines Board increase(s) (cumulative compounded) for one year renewal leases granted from and after the commencement of the term of their First Renewal Lease (**"HPD Adjusted Subsequent Rent"**). For Rent Program Eligible Tenants electing a two year Subsequent Renewal Lease, the annual rent during the Subsequent Renewal will be the greater of (i) their immediately previous annual rent or (ii) either (A) one-third of the Modified Gross Income for their household for one of the two immediately preceding calendar years, whichever year is higher, or (B) if the Modified Gross Income for one of those two years exceeds the Modified Gross Income for the other year by more than twenty-five percent (25%) and the Modified Gross Income for neither of the two years exceeds $100,000, one-third of the average of the Modified Gross Income for those two years, provided, however, that in no event will the annual rent during the Subsequent Renewal be more than the HPD Adjusted Subsequent Rent. The Settlement Agreement states that, subject to the provisos set forth below, for those Rent Program Eligible Tenants under the City Subsidy Program, the City of New York is to pay the landlord on a monthly basis, in advance, an amount ("**Subsequent Renewal Subsidy**" and collectively, the "**Subsequent Renewal Subsidies**") equal to the HPD Adjusted 2001 Rent as increased annually by one hundred percent (100%) of the Rent Guidelines Board increase(s) (cumulative compounded) for one year renewal leases granted from and after the commencement of the term of their First Renewal Lease, less the monthly rent paid or to be paid by each Rent Program Eligible Tenant participating in the City Subsidy Program. In the event, however, that the aggregate amount of the rent paid by a Rent Program Eligible Tenant participating in the City Subsidy Program, together with any subsidy amount paid by the City, is less than the HPD Adjusted Subsequent Rent, the Rent Program Eligible Tenant shall pay to the landlord the amount of the shortfall. Notwithstanding the foregoing, if the City of New York fails to pay the subsidy within fifteen (15) days after the first day of the month to which such payment relates, the Rent Program Eligible Tenant

shall be liable for and pay the entire amount of the HPD Adjusted Subsequent Rent. Sponsor offers no assurance and makes no representation or warranty that (i) the City of New York has adopted or established (or shall adopt or establish) a program of rent subsidies to fund the First Renewal City Subsidies, the Subsequent Renewal City Subsidies or any other rent subsidies, (ii) that if such a program has been or is adopted or established that the City of New York shall actually fund such subsidies or any portion thereof or for how long such program may continue to be funded or at what levels, (iii) whether the City of New York shall approve any particular tenant for participation in such program or (iv) whether, if a particular tenant is approved by the City of New York for any particular program of rent subsidies, that such tenant shall continue to be eligible for any rent subsidies for any particular period of time or that the City shall pay any or all of the anticipated subsidies with respect to such tenant or for any particular month or other period of time.

(b) Limited Rent Increase Program. For Rent Program Eligible Tenants electing to participate in the Limited Rent Increase Program and electing a one year Subsequent Renewal Lease, the rent during the Subsequent Renewal will be an annual amount equal to the greater of (i) their immediately previous annual rent, (ii) one-third of the True Gross Income for their household for the immediately preceding calendar year, or (iii) the HPD Adjusted Subsequent Rent. For Rent Program Eligible Tenants electing a two year Subsequent Renewal Lease, the annual rent during the term of the Subsequent Renewal will be the greater of (i) their immediately previous annual rent, (ii) either (A) one-third of the True Gross Income for their household for one of the two immediately preceding calendar years, whichever year is higher, or (B) if the True Gross Income for one of those two years exceeds the True Gross Income for the other year by more than twenty-five percent (25%) and the True Gross Income for neither of the two years exceeds $100,000, one-third of the average of the True Gross Income for those two years, or (iii) the HPD Adjusted Subsequent Rent. However, in no event will the annual rent during the Subsequent Renewal exceed the Market Rent (as defined below) for the apartment.

4. General Provisions.

(a) Right to Subsequent Renewal Leases. Subject to all of the terms and conditions of the Settlement Agreement and of his or her lease, so long as a Rent Program Eligible Tenant is in Good Standing at the expiration of his or her lease, continues to qualify under a particular Rent Program for which such Rent Program Eligible Tenant was originally approved, timely submits accurate and complete applications for Subsequent Renewal Leases under such a Rent Program, and continues to comply with the requirements of such Rent Program, such Rent Program Eligible Tenant shall have the right to receive Subsequent Renewal Leases under the applicable Rent Program.

(b) Prohibitions on Switching Between Rent Programs. Once a Rent Program Eligible Tenant fails to qualify for, or elects not to participate in, either the City Subsidy Program or Landlord Supplemental Subsidy Program, that Rent Program Eligible Tenant is permanently ineligible for that program. Accordingly, a Rent Program Eligible Tenant electing to participate in the City Subsidy Program may not subsequently participate in the Landlord Supplemental Subsidy Program and vice versa. However, Rent Program Eligible Tenants who qualify for the Landlord Supplemental Subsidy Program shall not be deprived of their eligibility for that program or removed from that Rent Program merely because their income falls below 80.0% of Area Median Income. Notwithstanding the foregoing, and provided that they are otherwise in compliance with the terms of the Settlement Agreement, Rent Program Eligible Tenants electing to participate in either the City Subsidy Program or Landlord Supplemental Subsidy Program shall not be precluded from subsequently participating in the Limited Rent Increase Program, even if their household's True Gross Income for the immediately preceding calendar year is below one hundred percent (100%) of the Area Median Income.

(c) Termination of Rent Guidelines Board. In the event that the Rent Guidelines Board ceases to exist, the HPD Adjusted Subsequent Rent will be determined by utilizing the average one year rent increases for the ten (10) year period prior to the Rent Guidelines Board's demise and comparing such increases to United States Department of Commerce (or successor agency) Consumer Price Index number for the New York-Northeastern New Jersey area (or, in the absence of that number, any comparable index recognized by the Real Estate Board of the City of New York) to develop a ratio which will be employed as a proxy for future increases. Any dispute regarding the determination of the HPD Adjusted Subsequent Rent after the demise of the Rent Guidelines Board is to be resolved by arbitration.

(d) Market Rent Ceiling. At no time shall rent charged to a Rent Program Eligible Tenant exceed the Market Rent for his or her apartment. **"Market Rent"** shall mean rents charged and received for comparable non-rent regulated apartments outside of the Rent Programs.

(e) Meaning of Immediately Previous Annual Rent. As used in the Settlement Agreement, **"immediately previous annual rent,"** as it relates to rents under a Mitchell Lama Lease, shall include the base rent, all additional rent and all surcharges pursuant to Section 31 of the Mitchell Lama Law and the regulations promulgated thereunder by HPD in effect at the time of the Mitchell Lama Withdrawal.

(f) Application for Rent Programs and Income Verification.

(i) Once a Rent Program Eligible Tenant fails to qualify for, or elects not to participate in, either the City Subsidy Program or Landlord

Supplemental Subsidy Program, that Rent Program Eligible Tenant is permanently ineligible for that program.

(ii) Each Rent Program Eligible Tenant participating in one of the three Rent Programs shall, together with his or her application to participate in that Rent Program, furnish an affidavit attesting to the Modified Gross Income and True Gross Income, as the case may be, of his or her household for the immediately preceding calendar year (an **"Income Affidavit"**) as a precondition to participating in the Rent Program. All members of the Rent Program Eligible Tenant's household shall be listed on the Income Affidavit whether or not income was earned. The Rent Program Eligible Tenant shall submit subsequent Income Affidavits on a yearly basis thereafter, and as a precondition to being tendered a Subsequent Renewal Lease.

(iii) If, at the time a Rent Program Eligible Tenant is required to furnish an Income Affidavit, any member(s) of the Rent Program Eligible Tenant's household have not filed income tax return(s) for the immediately preceding calendar year, the Rent Program Eligible Tenant shall use the best information available to estimate the Modified Gross Income or True Gross Income, as the case may be, of his or her household for that calendar year; provided, however, that the Rent Program Eligible Tenant shall be required to furnish a supplemental Income Affidavit (a **"Supplemental Income Affidavit"**) confirming the actual Modified Gross Income or True Gross Income, as the case may be, of his or her household within fifteen (15) days after the relevant income tax return(s) are filed. Any rent calculated based on the estimated information provided in an Income Affidavit shall be recalculated based on the actual information subsequently provided in a Supplemental Income Affidavit, the recalculated rent applied retroactively to the commencement of the lease at issue, and the shortfall or overage, if any, paid to the landlord or Rent Program Eligible Tenant, as the case may be, within ten (10) days after demand.

(iv) Each Rent Program Eligible Tenant's household shall, upon request, furnish HPD and/or the landlord, as the case may be, certified copies of their New York State Income Tax returns, as well as a transcript of their Federal tax return for audit or verification purposes (**"Verifying Information"**), provided, however, that if the tax return(s) have not been filed at the time of the request, the Rent Program Eligible Tenant shall furnish them to HPD and/or the landlord, as the case may be, and/or request a copy of the relevant transcript, within fifteen (15) days after they are filed.

(v) The Settlement Agreement provides that landlord agrees to keep the information provided by a Rent Program Eligible Tenant in his or her

Income or Supplemental Income Affidavits and all Verifying Information strictly confidential, subject to compliance with any law or order of any court, and subject to the landlord's right to provide the information to the City of New York or its agencies in connection with the City Subsidy Program.

(vi) If a Rent Program Eligible Tenant provides false information to the landlord, or either fails to furnish Verifying Information within a reasonable time after request or to submit a Supplemental Income Affidavit if required, after written notice and a reasonable opportunity to cure (not to exceed thirty (30) days), that Rent Program Eligible Tenant's eligibility for any of the Rent Programs shall terminate and the landlord shall be entitled to charge Market Rent for the apartment. In addition, that Rent Program Eligible Tenant shall pay a penalty in an amount equal to the difference between the total rent charged and the rent properly chargeable during the period in which the rent was based on the false or estimated information and/or in which the Rent Program Eligible Tenant failed to furnish the Verifying Information, plus the maximum interest allowed by law on that amount and all collection costs incurred by the landlord, including reasonable attorneys' fees; provided, however, that if the false information provided to the landlord was based on information from a tax return that was subsequently amended, and, provided further, that the Rent Program Eligible Tenant provides corrected information and a copy the amended tax return to the landlord within fifteen (15) days after the amended tax return is filed with the relevant taxing authority, the Rent Program Eligible Tenant shall pay the aforementioned penalty and interest, but shall not lose his or her eligibility to participate in the Rent Programs. In the case of either a failure to furnish the Verifying Information within a reasonable time after request or a failure to submit a Supplemental Income Affidavit if required, the rent properly chargeable shall be an amount equal to the Market Rent for the apartment.

(vii) The failure to timely submit an accurate and complete application to participate in the Rent Programs shall terminate a Rent Program Eligible Tenant's eligibility to participate in the Rent Programs and the landlord shall be entitled to charge Market Rent for the apartment.

(viii) If a Rent Program Eligible Tenant fails to elect or to timely submit an accurate and complete application for any of the three Rent Programs, that Rent Program Eligible Tenant, nevertheless, shall be offered a renewal lease by the landlord on terms (including an annual rent not exceeding the Fair Market rent for the apartment) to be set by landlord in its sole discretion. If such Rent Program Eligible Tenant fails to execute such lease as submitted by the landlord to the Rent Program Eligible Tenant for the Rent Program Eligible Tenant's

signature and return, and the apartment shall not be vacated prior to the later of (i) the scheduled commencement of the term of such lease or (ii) thirty (30) days after the mailing or personal delivery of such lease to the Rent Program Eligible Tenant, the Rent Program Eligible Tenant shall be deemed to have executed, delivered and agreed to the terms of such lease, and if the Rent Program Eligible Tenant fails to pay the new rent as set forth in such lease, the landlord shall be entitled to obtain possession of the apartment in a non-payment proceeding and to collect unpaid rent.

(g) No Assignment of Lease or Subletting Permitted. A Rent Program Eligible Tenant participating in one of the three Rent Programs is prohibited from subletting his or her apartment or assigning his or her lease. In the event that a Rent Program Eligible Tenant violates this prohibition, the purported sublease or assignment shall be void and of no force or effect, the Rent Program Eligible Tenant's eligibility for any of the Rent Programs shall terminate, and the landlord shall be entitled to charge Market Rent for the apartment.

(h) Loss of Eligibility For Rent Programs Upon Default. In the event that a Rent Program Eligible Tenant participating in one of the three Rent Programs (i) fails to pay the rent due (after the expiration of any applicable grace period) or (ii) is in default (other than as a result of non-payment of rent) of his or her lease, after written notice and expiration of a five (5) day period in which to cure the default (unless the default cannot be reasonably cured within five (5) days, in which event the Rent Program Eligible Tenant shall commence the cure within the five (5) day cure period and thereafter reasonably pursue the cure of the default), that Rent Program Eligible Tenant's eligibility for any of the Rent Programs shall terminate and the landlord shall be entitled to obtain possession of the apartment in a non-payment proceeding and to collect unpaid rent. The Settlement Agreement states that nothing contained in the Settlement Agreement is intended to grant or extend to Rent Program Eligible Tenants, in any nonpayment or eviction proceeding that may be brought by landlord, any additional grace, cure or redemption periods beyond the minimum cure or redemption periods that may be required by law to be afforded to Rent Program Eligible Tenants in connection with such proceedings. The Settlement Agreement also provides that in the event that there is any conflict between the time in which an act or omission must be cured or an act must be performed under the terms of this Agreement, and a controlling applicable minimum statutory time period of greater length, the longer minimum statutory time period shall control. The Settlement Agreement provides that nothing in the Settlement Agreement precludes a Rent Program Eligible Tenant from withholding payment of rent for a legally permissible reason.

(i) Other Lease Terms. Except as expressly provided in the Settlement Agreement, the terms of any First Renewal or Subsequent Renewal Lease

shall be on such usual and customary terms as are applicable to non-rent regulated apartments in the New York City metropolitan area as reasonably determined by the landlord.

(j) Resolution of Disputes on Administration of Rent Programs. Any dispute relating to the administration of the Rent Programs is to be submitted to expedited arbitration before a standing panel of three (3) arbitrators (one to be chosen by the Ruppert Yorkville Tenants Association (or its successor) (the **"Tenants Association"**) , one by the landlord and the third to be mutually agreed upon by the Tenants Association and the landlord, or if they are unable to agree, by the two chosen arbitrators) including, without limitation: (i) a Rent Program Eligible Tenant's Good Standing status; (ii) a Rent Program Eligible Tenant's eligibility to participate in any of the three Rent Programs (including any dispute relating to affidavits of Modified and True Gross Income and the calculation of that income) or the determination of rents chargeable thereunder (including the determination of the HPD Adjusted 2001 Rents and HPD Adjusted Subsequent Rents); (iii) a Rent Program Eligible Tenant's compliance with the requirements of the Rent Programs; and (iv) the Market Rent for an apartment. However, the Settlement Agreement provides that nothing contained therein requires arbitration of any dispute that is within the exclusive jurisdiction of the Courts of the State of New York or any other court of competent jurisdiction (including, without limitation, any non-payment or eviction proceedings) or any dispute with respect to the implementation and enforcement of the terms of the Settlement Agreement within the jurisdiction of the court (including, without limitation any disputes relating to Mitchell Lama Withdrawal). The arbitration hearing shall be conducted in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association. The arbitrators, in their discretion, may award costs and reasonable attorneys' fees to the prevailing party if the arbitrators find that an arbitration was commenced in bad faith. Any decision of the arbitrators shall be final and binding, subject only to any right of review that may exist as a matter of law. Any legal or administrative proceeding commenced against a Rent Program Eligible Tenant prior to the Filing Date shall not be subject to the arbitration provisions of the Settlement Agreement, unless the parties to the proceeding agree otherwise.

(k) No Affect On Rights Under Mitchell Lama Leases. The Settlement Agreement states that nothing contained in such agreement shall be deemed to reduce or restrict in any manner the rights or remedies of the landlord or tenant under any Mitchell Lama Lease. Without limiting the foregoing, the landlord retains its right to obtain occupancy of an apartment following default by a tenant and to collect unpaid rent and any other money due under such leases. Except as expressly set forth in the Settlement Agreement, nothing contained therein is to be construed to require or imply that Mitchell Lama law shall continue to apply to the Property following the Mitchell Lama Withdrawal.

(l) Effect of Failure to Execute Rent Program Lease and Remaining in Possession of Apartment. If a Rent Program Eligible Tenant fails to execute and deliver a First Renewal Lease or Subsequent Renewal Lease, as the case may be, as submitted by the landlord to the Rent Program Eligible Tenant for the Rent Program Eligible Tenant's signature and return, and the apartment shall not be vacated prior to the later of (i) the scheduled commencement of the term of such lease or (ii) thirty (30) days after the mailing or personal delivery of such lease to the Rent Program Eligible Tenant, the Rent Program Eligible Tenant shall be deemed to have executed, delivered, and agreed to the terms of such lease, unless the Rent Program Eligible Tenant shall have theretofore commenced an arbitration proceeding in accordance with the provisions of the Settlement Agreement regarding any dispute or disagreement he or she has with the terms of such lease, in which case the terms not submitted to arbitration shall be binding upon the Rent Program Eligible Tenant. If the Rent Program Eligible Tenant is disputing the amount of the rent in the new lease, the determination whether the Rent Program Eligible Tenant shall, during the pendency of the arbitration, pay the stated rent in the new lease or the rent under the prior lease shall be determined by the arbitrators at the commencement of the arbitration proceeding (the "**Interim Rent**"). If the Rent Program Eligible Tenant fails to pay the Interim Rent, the landlord shall be entitled to obtain possession of the apartment in a non-payment proceeding and to collect unpaid rent.

## OBLIGATIONS OF OWNERS OF UNITS OCCUPIED BY NON-PURCHASING TENANTS

All Eligible Tenants are subject to Section 352-eeee of the GBL, which provides, among other things, that a Non-Purchasing Tenant may not be evicted at any time for failure to purchase or any other reason applicable to expiration of tenancy, provided that eviction proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the Unit Owner or a similar breach by the Non-Purchasing Tenant of his or her obligations to the Unit Owner or any other grounds permitted by Applicable Law or regulation. In addition, no eviction proceedings may be commenced by the Unit Owner against such Non-Purchasing Tenant on the grounds that the Unit Owner seeks the apartment for the use and occupancy of himself or his family. In addition, Rent Program Eligible Tenants will have certain additional rights to renewal leases as set forth in "**Rights of Existing Tenants**"

Possession of Occupied Units

Each Purchaser of a Unit occupied by another will purchase subject to: (a) the existing lease or occupancy agreement for such Unit; (b) any existing tenancy or occupancy of such Unit; (c) any right of the existing tenant or occupant to remain in possession of such Unit pursuant to Section 352-eeee of the GBL; (d) the Settlement Rent Restrictions, as set forth in "**Rights of Existing Tenants**" and (e) all other rights of such

tenant or occupant under any other Applicable Law (collectively, the "**Applicable Tenancy Restrictions**"). Sponsor and the Selling Agent make no statements of any kind as to the Applicable Tenancy Restrictions except as expressly set forth in the Plan.

NO REPRESENTATION OR WARRANTY IS MADE THAT THE EXISTING LAWS WILL REMAIN IN EFFECT OR UNCHANGED OR THAT THE RIGHTS OF NON-PURCHASING TENANTS WITH REGARD TO RENTALS AND OCCUPANCY RIGHTS MAY NOT BE CHANGED BY CHANGES IN APPLICABLE LAWS. The rights granted under the Plan to Purchasers and to Non-Purchasing Tenants may not be abrogated or reduced, however, notwithstanding any expiration of, or amendment to, Section 352-eeee of the GBL.

If the tenancy of a tenant is terminated as a result of an uncured default by such tenant in paying the requisite rent or in performing some other lease obligation, then, unless the tenant voluntarily surrenders possession of the Unit, the owner of such Unit may be required (at his or her own expense) to institute a summary dispossess and/or nonpayment proceeding in court in order to gain possession.

No representation or warranty is made as to length of time that may elapse before a final court order of eviction is granted and made effective, that such a court order will be granted or that possession of a Unit occupied by another will be obtained.

Rights and Duties of Non-Occupant Purchasers

Upon acquiring title to an occupied Unit, the Purchaser will become the landlord of the tenant or occupant thereof and the latter will become such Purchaser's tenant or occupant. The relationship between the two parties will be governed primarily by the terms, covenants and conditions contained in the lease or other occupancy agreement then in effect with such tenant or occupant and the Applicable Tenancy Restrictions. Such Purchaser will be obligated to comply with the Applicable Tenancy Restrictions. Such Purchaser will succeed to, among other things, Sponsor's right to receive the rents reserved in the lease or occupancy agreement or month-to-month tenancy and Sponsor's obligation to perform all of the duties of the landlord under such lease or occupancy agreement or month-to-month tenancy, which duties may include, to the extent applicable, but may not be limited to, the obligation to maintain, repair and replace any plumbing fixtures, refrigerator, dishwasher, lighting fixtures and other fixtures, equipment and appliances in such Unit and to paint the Unit periodically. The Purchaser will be obligated to perform these duties as the landlord of such tenant or occupant even though the rents reserved under the lease or occupying agreement or month-to-month tenancy may be insufficient to pay for the cost of such performance. In addition, such Purchaser will be required to pay all Common Charges assessed against him by the Condominium Board and the real estate taxes assessed against the Unit, regardless of whether such Common Charges and real estate taxes are more or less than the rent payable by the tenant or occupant and regardless of whether such rent is received.

All costs and expenses incurred in connection with the ownership of a Unit occupied by another (including, without limitation, legal fees and litigation expenses for enforcing the

lease, occupancy agreement or provisions of any month-to-month tenancy and obtaining possession of the Unit) will be borne entirely by the owner of the Unit.

A Person interested in purchasing a Unit occupied by another is advised to examine any lease or occupancy agreement for such Unit to ascertain the rental, the expiration date and the obligations imposed upon the landlord. These leases or occupancy agreements are on file at the office of Selling Agent. It is further recommended that such Person consult with his or her attorney in order to become fully apprized of the effect of the lease or occupancy agreement, as well as Section 352-eeee and the Applicable Tenancy Restrictions, on his or her rights as a Purchaser and on his or her obligations to any existing tenant or occupant of such Unit.

As previously set forth, Section 352-eeee of the GBL requires that all Units occupied by Non-Purchasing Tenants be managed by the same managing agent who manages all the other Units in the Building. A Purchaser who purchases a Unit occupied by a Non-Purchasing Tenant shall be required to appoint irrevocably the Condominium's Managing Agent and its successors (or the Condominium Board if no Managing Agent is employed by the Condominium) as his agent to provide to the Non-Purchasing Tenant all services and facilities required by Law on a non-discriminatory basis. The Managing Agent has agreed to undertake that obligation, as specified herein. The cost of any services that are required to be furnished to a Non-Purchasing Tenant by law and are not furnished by the Condominium Board to all Unit Owners will be furnished by the Managing Agent at the expense of the Owner of the Unit occupied by such Non-Purchasing Tenant.

Each Purchase Agreement for a Unit occupied by a Non-Purchasing Tenant will be deemed to include an agreement by the Purchaser to deposit with the Managing Agent (or the Condominium Board if no Managing Agent is employed by the Condominium) at Closing an amount equal to not less than the greater of two months' Common Charges or two months' rent payable by such Non-Purchasing Tenant, to be used as working capital to furnish services required under the Non-Purchasing Tenant's lease and pursuant to Applicable Law. Upon notice by the Managing Agent (or the Condominium Board ) that the deposit has been diminished, the fund will be replenished by the Unit Owner within thirty (30) days of such notice. The provisions of this paragraph will not apply to Sponsor or any Sponsor Successor or any of their respective designees.

Upon the closing of title to a Unit subject to a lease, other occupancy agreement or month-to-month tenancy, Sponsor will deliver to the non-occupant Purchaser the unapplied balance of any security deposit held by Sponsor pursuant to the terms of such lease, occupancy agreement or month-to-month tenancy. Any such balance must be held by such Purchaser in trust in an interest-bearing account in accordance with the terms of Section 7-103 of the New York General Obligations Law. Upon delivery of the unapplied security deposit, the Purchaser will be required to execute, acknowledge and deliver an agreement to Sponsor, both acknowledging the amount so received and indemnifying Sponsor against all claims and liabilities in connection therewith.

Purchasers of occupied Units are obligated to comply with certain applicable statutory and regulatory provisions pertaining to lead-based paint and lead-based paint hazards in their Units as described in **"Procedure to Purchase."**

The New York Real Property Law has been amended to add Section 339-KK, which Section provides a procedure for the collection of Common Charges if a non-occupant owner fails to pay such Common Charges within sixty (60) days of the expiration of any grace period after they are due. Under such Section of Law:

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

## INTERIM LEASES

Once a Purchase Agreement is accepted by Sponsor for a vacant Unit and for so long as such Purchase Agreement is in effect, such Unit may only be leased by Sponsor to the Purchaser thereof pursuant to an "**Interim Lease**" on the terms set forth in this Section.

An Interim Lease shall be prepared on a form of lease that will be available for inspection at the office of Selling Agent and shall contain the default provisions (including failure of the tenant to comply with his or her obligations under his or her Purchase

Agreement) described below. The term of each such Interim Lease shall expire on the earliest to occur of (i) the date of closing of title to the Unit covered by such Interim Lease, (ii) the date fixed in the Interim Lease for the expiration of the term, (iii) the date upon which the Interim Lease is terminated at the option of Sponsor by reason of a default by the Purchaser-tenant under the Interim Lease or a casualty or condemnation affecting the Unit or (iv) the date upon which the Interim Lease is terminated by the Purchaser-tenant or Sponsor as provided below. The rent payable under the Interim Lease shall be negotiated by the parties and the amount of such rent shall not be subject to any limitation.

An uncured default by the Purchaser-tenant under the Purchase Agreement will constitute a default under the Interim Lease. A default in the performance or observance of the terms and conditions of the Interim Lease will also be a default under the terms of the Purchase Agreement and will permit Sponsor to cancel the Purchase Agreement in accordance with its terms. The Purchaser-tenant will be required to vacate his or her Unit within thirty (30) days after notice is sent of Sponsor's intent to cancel the Purchase Agreement, provided that the Purchaser-tenant fails to cure any such default within the applicable grace period, if any, with TIME BEING OF THE ESSENCE. Before a default under the Interim Lease may be declared a default under the Purchase Agreement, however, either: (i) Sponsor must obtain an order of eviction or other judgment or order against the Purchaser-tenant from a court or agency of competent jurisdiction or (ii) the Purchaser-tenant must have vacated the Unit.

In the event that the Purchaser-tenant should exercise any right to terminate or rescind the Purchase Agreement or Interim Lease, such termination or rescission will be contingent upon his or her surrendering possession of his or her Unit and leaving the same vacant, in good condition and broom clean within thirty (30) days after he or she elects to terminate or rescind. He or she must also pay any rent then due and payable under his or her Interim Lease. Nothing contained herein shall relieve any Purchaser of liability for damage to his or her Unit or of any other liability under the Purchase Agreement or Interim Lease.

In no event will any portion of the rental paid under an Interim Lease be credited towards the Unit's Purchase Price.

Sponsor's right to rent or lease any Unsold Residential Unit, Storage Unit or Commercial Unit will not be subject to any right of first refusal in favor of the Condominium Board to lease such Unsold Residential Unit, Storage Unit or Commercial Unit from Sponsor on the same terms offered to the prospective tenant or occupant.

In the event the Plan is abandoned, a Unit occupied pursuant to an Interim Lease shall be terminable by Sponsor on 90 days prior written notice to the Purchaser-tenant under the Interim Lease. Additionally, a Purchaser-tenant under an Interim Lease may, if the Plan is abandoned, cancel such lease and vacate the premises upon ninety (90) days' written notice to Sponsor sent to the address set forth on the cover page of this Plan.

## PROCEDURE TO PURCHASE

General

A Person desiring to purchase a Unit will be required to execute, in triplicate, a Purchase Agreement in the form set forth as Document Number 4 in Part II of this Plan. The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and, before being executed, should be read carefully by the prospective Purchaser and his or her legal or financial representative.

Purchasers who are Eligible Tenants shall have at least three (3) business days in which to review the Plan and all filed amendments prior to executing a Purchase Agreement, unless fewer than three (3) business days remain in the statutory time period to declare the Plan effective.

Unless a Purchaser who is not an Eligible Tenant has been afforded at least three (3) business days in which to review the Plan and all filed amendments prior to executing a Purchase Agreement, such Purchaser shall have seven (7) days after delivering an executed Purchase Agreement together with the required Down Payment to rescind the Purchase Agreement and have the full Down Payment refunded promptly. Such Purchaser must either personally deliver a written notice of rescission to Sponsor or the Selling Agent within the seven (7)-day period or mail the notice of rescission to Sponsor or the Selling Agent and have the mailing post-marked within the seven (7)-day period.

New Federal Regulations and City Local Law On Lead-based Paint.

The United States Department of Housing and Urban Development and the Environmental Protection Agency have adopted **"Lead-Based Paint Regulations"** applicable to most housing built prior to 1978 (called **"Target Housing"**). The Building was completed in 1974. Generally, the Regulations concern disclosure of known presence of lead-based paint and lead-based paint hazards in Target Housing. The disclosures are required to be made in contracts of sale or lease (including lease renewals and subleases) of Target Housing. The Lead-Based Paint Regulations apply to all owners of co-operative and condominium units in Target Housing, including Unit Owners of the Building.

In order to comply with the Lead-Based Paint Regulations:

(i) Each prospective Purchaser of a Residential Unit will be given a copy of United States Consumer Product Safety Commission pamphlet entitled "***Protect Your Family From Lead in the Home***";

(ii) Each prospective Purchaser of a Residential Unit will be given a 10-day opportunity to conduct a risk assessment or inspection (collectively, **"inspection"**) for the presence of lead-based paint and/or lead-based paint hazards;

(iii) Each prospective Purchaser of a Residential Unit will receive and must sign and return to Sponsor, before entering into a Purchase Agreement, a notice of such

10-day opportunity on a form entitled **"Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards,"** a copy of which is included in Part II of the Plan (the "**Lead-Based Paint Disclosure Form**"). The text of the Lead-Based Paint Disclosure Form is the sample disclosure form contained in the Lead-Based Paint Regulations.

In the event a prospective Purchaser of a Residential Unit elects to conduct such an inspection, the prospective Purchaser shall be required to sign and deliver to Sponsor a **"Pre-Contract Signing Inspection Agreement,"** in the form included in Part II of the Plan. The Pre-Contract Signing Inspection Agreement sets forth (among other things) the terms, requirements and conditions applicable to the inspection. Please refer also to the Section of the Plan entitled "**Sponsor's Description of Building Condition**."

The Lead-Based Paint Regulations do not require an owner to positively test for the presence of lead-based paint and do not impose a duty to abate, contain, remove or correct lead-based paint conditions or hazards. New York City Local Law 38 of 1999 does, however, impose obligations on owners of multiple dwellings to correct all lead-based paint hazards (as defined in the statute) in an apartment in a multiple dwelling in which a child under six years of age resides. The law, which replaced Local Law 1 of 1982, prescribes specific work practices to be followed when correcting lead based paint hazards. The law also requires the owner to adjust any painted doors and windows so that they do not stick and cause paint to peel or chip when opened or closed and to correct any lead based paint violations issued by the Department of Housing Preservation and Development (the "HPD") using prescribed methods. Following the Closing Date, it shall be the responsibility of each Unit Owner to comply with the requirements of Local Law 38 of 1999 with respect to lead-based paint, if any, within such Unit Owner's Unit. Purchasers are advised that such law imposes certain record keeping requirements. Such record keeping requirements require an owner to keep a record of the name, address and telephone number of the person or entity who performed the corrective work; the start date and completion date for the work; the location of the work performed in each room; a detailed description of such work; and invoices for payment of such work. In addition, where an owner has performed work in accordance with Section 173 of the health code of the City of New York, such owner shall keep a record of the work performed and shall also keep a record of the results of laboratory tests performed by an independent laboratory certified by the state of New York for surface dust testing pursuant to section 173.14 of such health code. There are additional record keeping and certification requirements. Such records must be maintained for a period of three years from the date of completion of such work or transferred to a subsequent owner and maintained by such subsequent owner during such time period and made available to HPD upon request. Each Residential Unit Owner shall be responsible for maintaining such records with respect to his or her Unit and shall promptly forward a true and exact copy of all such records to the Condominium Board. The Condominium Board shall maintain copies of all such records.

In the case of New York City Coalition to End Lead Poisoning v. Vallone, Supreme Court, New York County, Index No. 120911/99, Justice Louis B. York of the New York State Supreme Court in Manhattan recently issued an opinion declaring the passage of Local Law 38 illegal, with the result that Local Law 1 of 1982 is reinstated. The City of New York has appealed the judge's ruling. It is also expected that the City will seek an

automatic stay of the order pursuant to C.P.L.R. §5519(a)(1). The matter was scheduled to be argued before the Appellate Division of the First Department on or about October 25,2001. As such, the long-term status of Local Law 38 is unclear. There are important distinctions between the two laws. Firstly, while Local Law 38 applies to an apartment where there resides a child under the age of six, Local Law 1 applies to apartments with children under the age of seven. Additionally, Local Law 1 applies to paint with a lower measurement of lead than does Local Law 38. Furthermore, while Local Law 38 imposes requirements only if the paint is peeling, Local Law 1 requires the owner to remove the lead-based paint whether or not it is peeling. Finally, with regard to buildings that were built before January 1, 1960, unlike Local Law 38, Local Law 1 imposes no obligations upon the owner to clean a newly vacant unit or to inquire annually as to whether any young children reside in the apartment.

Delivery of Purchase Agreement

A prospective Purchaser desiring to purchase a Unit should deliver three (3) copies of the executed Purchase Agreement, together with three copies of the completed and, as to the Purchaser of a Residential Unit, executed Lead-Based Paint Disclosure Form. Each Purchaser must also submit his or her unendorsed personal check, in a sum equal to ten percent (10%) of the purchase price (the "**Down Payment**"), to the Selling Agent at 1619 Third Avenue, New York, New York 10128. Said check is to be made payable to the order of "Herrick, Feinstein LLP Attorney Escrow Account for The Ruppert Yorkville Towers Condominium."

Acceptance of Purchase Agreement

If the prospective Purchaser is an Eligible Tenant, a Purchase Agreement for the Unit he or she occupies will be accepted by Sponsor on condition that: (i) the prospective Purchaser signs and returns to the Selling Agent during the Exclusive Purchase Period three (3) copies of the Purchase Agreement, together with the requisite Down Payment and Lead-Based Paint Disclosure Form, (ii) the Purchase Price is in accordance with the price for the Unit set forth in the Plan; and (iii) the prospective Purchaser then has the exclusive right to purchase the Unit under the Plan. As set forth in the Section of the Plan entitled "**Rights of Existing Tenants**," no Eligible Tenant will have any exclusive or preferential right to purchase any vacant Unit, any Unit occupied by another or any Storage Unit.

If the prospective Purchaser is not an Eligible Tenant or the conditions set forth in the immediately preceding paragraph have not been met, then within twenty (20) days after delivery to the Selling Agent by the prospective Purchaser of three (3) copies of the Purchase Agreement, together with the requisite Down Payment and Lead-Based Paint Disclosure Form, Sponsor shall either accept the Purchase Agreement by returning a fully executed counterpart thereof to the prospective Purchaser or reject the Purchase Agreement and refund the full Down Payment previously tendered. If Sponsor takes no action to accept or reject the Purchase Agreement within said twenty (20)-day period, the Purchase Agreement shall be deemed canceled and the prospective Purchaser shall be entitled to receive immediately a full refund of the Down Payment. Upon such refund being

made, neither party will have any further rights, obligations or liabilities hereunder with respect to the other or any other party connected with the Plan. Sponsor has the right, without incurring any liability, to reject any Purchase Agreement (except with respect to Purchase Agreements tendered by Eligible Tenants within the Exclusive Purchase Period in accordance with the requirements set forth above) without cause or explanation, so long as such rejection is not based upon race, creed, color, national origin, ancestry, sex or other ground prohibited by Applicable Law.

Notwithstanding anything to the contrary contained in this Section, Sponsor shall have no obligation to accept a Purchase Agreement for any Unit unless at the time such Purchase Agreement is submitted to Sponsor, the Purchaser thereunder also delivers to Sponsor the Lead-Based Paint Disclosure Form fully completed and signed by the prospective Purchaser in triplicate.

After this Plan is declared effective, Sponsor will give each Purchaser not less than thirty (30) days' prior written notice of the date, time and place (within the City of New York) for the transfer of title to his or her Unit. At the closing of title, such Purchaser shall pay the balance of the Purchase Price by his or her unendorsed, certified personal check or by official cashier's check, in either event drawn on a New York Clearing House Association member bank.

## EFFECTIVE DATE

Sponsor's offer to sell the Units is contingent upon the Plan being declared effective and upon compliance with the relevant conditions and time periods described in the Plan. The following provisions will determine whether, when and how the Plan will be declared effective:

The Plan may be declared effective by (i) an amendment to the Plan or (ii) by serving notice on each tenant and non-tenant Purchaser that the Plan is declared effective and submitting an amendment to the Department of Law within five (5) days confirming that the Plan was declared effective on a specified date. The First Unit Closing shall not occur until the amendment declaring the Plan effective is accepted for filing by the Department of Law.

If the Plan is not declared effective within fifteen (15) months from the date of issue of the letter of the Attorney General stating that the Plan has been accepted for filing, the Plan shall be deemed abandoned, void and of no effect. In the event of such abandonment, no new plan for the conversion of the Building will be submitted to the Attorney General for at least twelve (12) months after such abandonment.

The Plan may not be declared effective until written Purchase Agreements have been executed and delivered for at least fifteen percent (15%) of all Residential Units offered under the Plan by Eligible Tenants or bona fide Purchasers who represent that they intend that they or a specified member of their immediate family occupy the Unit when it becomes vacant. As to Eligible Tenants, the Purchase Agreement shall be executed and

delivered pursuant to an offering made without discriminatory repurchase agreements or other discriminatory inducements.

The Plan will not be declared effective based on Purchase Agreements:

1. signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or

2. assigned or transferred (with Sponsor's express written consent), unless (i) the tenant in occupancy has signed the Purchase Agreement and paid the full down payment to Sponsor, and (ii) the assignee shall provide a notarized affidavit stating that the assignee was not procured by Sponsor, the Selling Agent, or the Managing Agent, and that the assignee intends that he or she or a specified member of his or her immediate family personally occupy the dwelling unit; or

3. if the Purchaser was not afforded the seven (7)-day period to rescind the Purchase Agreement or the three (3)-day period to review the Plan and all filed amendments in accordance with the provisions set forth above the Section of the Plan entitled "**Procedure to Purchase**"; or

4. with any Purchaser who is Sponsor, the Selling Agent or the Managing Agent, or who is a principal of Sponsor, the Selling Agent or the Managing Agent, or is related to Sponsor, the Selling Agent or the Managing Agent or to any principal of Sponsor, the Selling Agent or the Managing Agent by blood, marriage or adoption, or as a business associate, an employee, a shareholder, a member or a limited partner, except that such a Purchaser other than Sponsor or a principal of Sponsor may be included to the extent permissible under the applicable Regulations promulgated by the Department of Law.

When Purchase Agreements have been executed and accepted for the sale to Purchasers of at least eighty percent (80%) of the Residential Units offered under the Plan, Sponsor must declare the Plan effective, provided that and notwithstanding the foregoing, it shall be a condition to any obligation on the part of Sponsor to declare the Plan effective or to consummate the offering contained in this Plan that each of the Mitchell Lama Settlement Conditions shall have been met (one or more of which conditions may be waived by Sponsor in its sole discretion).

Sponsor shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth day after the date of presentation of this Plan, and at least once every thirty days thereafter until the Plan is declared effective or abandoned, as the case may be, and on the second day before the expiration date and on the expiration date of any exclusive purchase period provided in an amendment to the Plan: (a) file with the Attorney General a written statement, under oath, setting forth the percentage, as of the date of such statement, of bona fide tenants in occupancy, on the date the Plan was accepted for filing by the Attorney General, of all dwelling units in the Building who have executed and delivered Purchase Agreements

under the Plan; and (b) before noon on the date such statement is filed, post a copy of such statement in a prominent place accessible to all tenants in the Ruppert Towers Building and the Yorkville Towers Building.

Sponsor may, at its option, declare the Plan abandoned for any reason whatsoever, provided that, except as set forth below, the Plan neither has been declared effective nor is required to be declared effective as set forth above. Except as provided below, after the Plan is declared effective or so required to be declared effective, but before the First Unit Closing, the Plan may not be abandoned except in the event of: (a) the existence of one or more defects in title that Sponsor is obligated under the Plan to cure, which cannot reasonably be cured without litigation or cannot be cured for less than $2,792,170.00 in the aggregate (as reasonably estimated by Sponsor); or (b) any substantial damage to or destruction of the Building by fire or other casualty; or (c) the taking of any material portion of the Property by condemnation or eminent domain. Sponsor will not, in any event, be obligated to cure any defect in title (including, without limitation, liens) that are to be cured by, or that result from the acts and omissions of, any tenants or occupants of the Building. Each Purchaser in good standing who refuses to waive any of the aforesaid title defects shall have the right for fifteen (15) days after being notified thereof to rescind his or her Purchase Agreement and receive all monies deposited thereunder with any interest earned thereon, provided that, if he or she was not a tenant in occupancy on the date the Attorney General accepted the Plan for filing, such rescission shall be conditioned upon the cancellation of any Interim Lease and the surrender of possession of his or her Unit within thirty (30) days after such rescission.

In addition, Sponsor may, in its sole discretion abandon the Plan (whether or not the Plan may have been declared effective), (i) at any time prior to all of the Mitchell Lama Settlement Conditions having been satisfied or (ii) if the consummation of the Plan, the Mitchell Lama Withdrawal or the satisfaction of one or more Mitchell Lama Settlement Conditions shall be enjoined or barred by a court and such injunction shall not have been vacated within 90 days after issuance. Each right of the Sponsor to abandon the Plan and each condition to Sponsor's obligation to declare the Plan effective (including, without limitation the satisfaction of the Mitchell Lama Settlement Conditions), is solely for the benefit of Sponsor, is not a condition to the consummation of the Plan or any closing thereunder and may be waived by Sponsor in its sole and absolute discretion.

If this Plan is withdrawn or abandoned, all Purchasers, and one residential tenant per Unit will be so notified in writing. Within twenty (20) days thereafter, all Down Payments paid to Sponsor pursuant to Purchase Agreements then in effect (together with any interest earned thereon) will be returned to Purchasers in good standing. Sponsor will retain, however, as liquidated damages, the Down Payment (together with any interest earned thereon, but not to exceed ten percent (10%) of the Purchase Price plus any additional sums deposited on account of any special work in the Unit ordered by the Purchaser together with interest on the cost thereof from when expended at the same interest rate as earned on the Down Payment) of any Purchaser who is then in default under his or her Purchase Agreement beyond any applicable grace period or whose Purchase Agreement had been canceled previously as a result of such Purchaser's default. Upon the return or retention of the Down Payment and any such interest, the Purchase Agreements will be

null and void and Sponsor will have no further obligation or liability to Purchasers under this Plan or under such Purchase Agreements. If this Plan is withdrawn or abandoned, Sponsor shall promptly file an amendment disclosing such withdrawal or abandonment together with form RS-3 as required by the regulations of the Department of Law.

After this Plan has been declared effective, Sponsor will, from time to time, fix one or more dates for closing title to Units for which Purchase Agreements are in effect. The First Unit Closing will be held no later than one hundred eighty (180) days after the Plan is declared effective, unless adjourned by Sponsor, but in no event sooner than thirty (30) days after the date upon which notice is given that the Plan is declared effective. The closing of title to each Unit will take place in accordance with the terms of the applicable Purchase Agreement. See the Section above entitled "**Procedure to Purchase**" for a more complete discussion of the events that will occur at each such closing of title.

This Plan may not be amended at any time to provide that it shall be an eviction plan.

## CLOSING OF TITLE TO UNITS AND TERMS OF SALE

Pre-Closings

In connection with the purchase of a Unit, at the Sponsor's option, each Purchaser upon at least five (5) days' notice shall be required to attend a pre-closing for the purchase of his or her Unit at which time such Purchaser shall be required to sign a Power of Attorney in the form set forth in the Purchase Agreement covering the Unit, pay the balance of the Purchase Price (other than the portion thereof to be financed by a Recognized Lender as evidenced by a bona fide mortgage commitment delivered to Sponsor on or before the pre-closing) and pay certain closing fees, costs and adjustments as more particularly described in the Plan. The Purchaser shall also execute at such pre-closing the New York State and New York City real property and real estate transfer tax returns covering the sale of the Unit, any real estate reporting return and statement required by the Internal Revenue Code or the regulations thereunder, all other documents required by law, and all other documents reasonably required by the Sponsor. Failure to attend the pre-closing, execute and deliver documents and make the payments as provided above shall constitute a default by a Purchaser under his or her Purchase Agreement. In addition, a Purchaser shall pre-close with his or her lender, if any, in connection with his or her acquisition of the Unit. Pre-closings with Sponsor and with Purchaser's lender may become necessary or desirable in Sponsor's view if Sponsor determines that it needs to have the closings of a number of Units occur contemporaneously with the First Unit Closing so as to generate sufficient sales proceeds to consummate the Plan and effect the Mitchell Lama Withdrawal (including, without limitation, payment in full of the HDC Mortgage).

Prerequisites to Closing of Title

The closing of title to each Unit shall take place only after, or concurrently with, the latest of the following events to occur:

The Plan being declared effective by Sponsor and an amendment to the Plan stating that it has been declared effective having been accepted for filing;

The recording and filing in the Register's Office of the Declaration, By-Laws and Floor Plans in accordance with the Condominium Act or other Applicable Law and such other documents as may be required by Applicable Law in connection with the submission of the Property to condominium ownership pursuant to the Condominium Act;

The release of such Unit and its appurtenant Common Interest from the lien of all mortgages (excluding any mortgages made or caused by the Purchaser of such Unit), unless Sponsor has obtained from the holders of all such mortgages an agreement pursuant to which each such mortgage holder has either (a) consented to the formation of the Condominium and acknowledged that its lien will be limited to Unsold Residential Units and Commercial Units and/or (b) subordinated the lien of its mortgage to the Declaration;

If the Purchaser of such Unit so requests, the issuance of a title insurance binder by a Preferred Title Company (hereinafter defined) insuring fee title to such Unit in the Purchaser, at the Purchaser's expense, subject only to the Permitted Encumbrances and any other title matters which Purchaser consents to take title subject to, which binder will also insure that a valid condominium has been created pursuant to the terms of the Condominium Act (see the Section of the Plan entitled "**Unit Closing Costs and Adjustments**" for an estimate of the cost to the Purchaser to obtain such title insurance); and

Delivery to the Purchaser, in proper form for recording, of a duly executed bargain and sale deed with covenants against grantor's acts conveying title to such Unit (the "**Unit Deed**").

As used in the Plan, the term "**Preferred Title Company**" shall mean (A) one of the following title insurance companies: (i) Commonwealth Land Title Insurance Company (655 Third Avenue, New York, New York 10017, Attention: Direct Operations Department; telephone: (212) 949-0100), (ii) Stewart Title Insurance Company (300 East 42nd Street, 4th Floor, New York, New York 10017; telephone: (212) 922-0509) and (iii) First American Title Insurance Company (633 Third Avenue, New York, New York 10017; telephone: (212) 922-9700, provided that, in each case, title insurance is obtained directly therefrom (that is, no title abstract company is involved writing title insurance as agent for any of such above listed title insurance companies) or (B) Madison Title Agency LLC (1072 Madison Avenue, Lakewood, New Jersey 08701; telephone: (212) 808-9400, Attention: Miriam Stern; web site: www.madisontitle.com) writing as agent for one of the above listed title insurance companies.

State of Title

Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at the closing of title to such Unit free and clear of all liens, encumbrances, and title exceptions other than those described in the proposed Unit Deed and the title exceptions and other matters set forth below (collectively the **"Permitted Encumbrances"**):

1. Any state of facts shown by that certain survey dated July 1, 1974 made by Ambrose Splescia and re-dated March 22, 1975 (the "**Existing Survey**") and any other state of facts which an accurate current survey and inspection made on the date of closing of title to such Unit would show, provided that such state of facts shown by such current survey does not prohibit the existence and use of the Unit;

2. Zoning regulations, ordinances, building restrictions and regulations;

3. Consents by Sponsor, Housing Company or any former owner of the Property for the erection of any structure or structures on, under or above any street or streets which the Property may abut (this being a customary permitted encumbrance in contracts of sale, although Sponsor has no actual knowledge of any such consents having been given other than as may be set forth in agreements and instruments of record and other than any such structure as (i) may not require the consent of the owner of the Property or (ii) will not have a material adverse effect ont he Condominium);

4. Encroachments of the Building, walls, stoops, steps, balconies, ornamental columns, windows, door caps, keystones, ledges, pilasters, coping, trim and cornices, and any other part thereof, if any, upon any street or highway or upon any adjoining property and similar encroachments upon the Property;

5. Sewer, water, electric, plumbing, heating, gas, telephone and other utility easements and consents, if any, then or thereafter recorded, including the right to maintain and operate lines, wires, cables, amplifiers, transformers, pipes, conduits, poles, meters and distribution boxes in, over, under and upon the Property and the Building;

6. The lien of any mortgage, lien or other encumbrance granted, created, or obtained by the Purchaser;

7. Easements for ingress and egress for construction, installation, operation and maintenance of municipal service facilities and utilities;

8. Agreements, covenants, restrictions and easements of record;

9. Any other covenants, restrictions, easements, or any other encumbrance (other than for the payment of money), provided that they do not prohibit the existence and use of the Unit;

10. Rights, if any, to maintain vaults and chutes under the sidewalk;

11. The lien of any Common Charges, real estate taxes, water frontage and/or meter charges, sewer rents, vault charges and assessments, provided that apportionment of such items is made as provided in this Plan;

12. Service, labor, concessionaire and maintenance agreements contemplated under this Plan;

13. Any Interim Lease with the Purchaser for such Unit and any other leases, tenancies and occupancies permitted by the Purchase Agreement for such Unit;

14. Any Existing Lease for such Unit;

15. Any lien, judgment, encumbrance or lis pendens either (i) for which the instrument required to remove said encumbrance of record is delivered at or prior to the date of closing of title to the Unit to the proper party or to the Purchaser's title insurance company together with the required recording or filing fee or (ii) as to which a Preferred Title Company will insure that the lien, judgment, encumbrance or lis pendens will not be collected out of or enforced against the Unit;

16. The lien of any assessment or assessments which are or may become payable in annual installments of which any installment is then a charge or a lien, provided that apportionment thereof is made as provided below;

17. Party wall agreements, if any;

18. Judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Sponsor, Housing Company or any of their respective principals, provided Sponsor, Housing Company or any such principals, as the case may be, deliver to the Purchaser or the Purchaser's title insurance company an affidavit showing that such judgments, bankruptcies or other returns are not against Sponsor, Housing Company or any such principals, as the case may be;

19. Uniform Commercial Code financing statements or conditional bills of sale provided that (i) such statements were filed on a date more than five years prior to the closing of title to the Unit, (ii) Sponsor or Housing Company executes and delivers to the Condominium an affidavit setting forth that the property covered thereby is no longer in the Unit or is fully paid for, or (iii) a tenant is the debtor thereunder;

20. The printed exceptions set forth in the Certificate of Title No. NY2K1308 of Commonwealth Land Title Insurance Company, or in any title policy issued by a title company that is authorized to do business in the State of New York and that is a member of the Title Insurance Rate Service Association;

21. All of the terms, burdens, easements, covenants, restrictions, conditions and rules and regulations set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder) the Unit Owner's Power of Attorney and the Floor Plans, all as may be amended from time to time;

22. The LDAs;

23. The Urban Renewal Plan;

24. Terms, covenants, conditions, and provisions of the Agreement dated as of July 20, 1972 between The City of New York and Ruppert Towers Housing Co. Inc., recorded on September 22, 1972 in Page 253 Page 54;

25. Terms, covenants, conditions and provisions of The Indenture dated August 17, 1972 between The City of New York and Ruppert Towers Housing Co. Inc., recorded on September 22, 1972 in Reel 253 Page 167;

26. Term, covenants, conditions and provisions of the Agreement dated July 20, 1972 between The City of New York and Yorkville Towers Housing Co., Inc., recorded on October 18, 1972 in Reel 255 Page 1582;

27. Terms, covenants, conditions and provisions of the Indenture dated August 17, 1972 between The City of New York and Yorkville Towers Housing Co., Inc., recorded on October 18, 1972 in Reel 255 Page 1572;

28. Distinctive Sidewalk Improvement Maintenance Agreement recorded in Reel 2770 Page 1589;

29. Distinctive Sidewalk Improvement Maintenance Agreement recorded in Reel 2771 Page 573;

30. Declaration of Interest dated August 18, 1972 between Ruppert Towers Housing Co., Inc. and Ruppert Towers Associates, recorded on September 22, 1972 in Reel 253, Page 177, as amended by Amended Declaration of Interest dated October 29, 1973 in Reel 295 Page 1300;

31. Declaration of Interest dated August 17, 1972 between Yorkville Towers Housing Co., Inc. and Yorkville Towers Associates recorded November 16, 1972 in Reel 259 Page 454, as amended by Amended Declaration recorded on November 12, 1973 in Reel 297 Page 422, as amended by unrecorded Second Amended Declaration dated January 16, 1976 and Third Amendment and Restated Declaration of Interest recorded on January 25,1977 in Reel 389, Page 1622;

32. Terms, covenants, conditions and provisions of lease dated as of March18,1977 between Frederick DeMatteis, lessor and United States Postal Service, lessee, a memorandum of which was recorded on August 16,2000 in Reel 3146 Page 2345;

33. Any agreement with the City of New York or obligation to the City of New York concerning 91st Street between the Ruppert Towers Building and the Yorkville Towers Building, including, without limitation, the maintenance or closure of such street.

34. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Department of Housing Preservation and Development, the Department of Buildings, the Fire Department or other state or municipal department against or affecting the Property.

Sponsor will have no obligation to cause the Purchaser's title company, if any, to omit any exceptions to title. In the event Purchaser's title company fails or refuses to issue title insurance in accordance with the terms of the Plan and the Purchase Agreement, then the Purchaser shall accept such title as any Preferred Title Company shall approve and insure, subject to the provisions herein.

Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense in excess of its obligations under the Plan to cure any inability to deliver title to a Unit in accordance with the Plan and the terms of the Purchase Agreement for such Unit. If Sponsor notifies a Purchaser of its refusal to cure any such inability, then such Purchaser's sole remedy will be either (a) to take such title as Sponsor is able to deliver without abatement in or credit against the Purchase Price for the Unit and without any claim or right of action against Sponsor for damages or otherwise or (b) to terminate his or her Purchase Agreement and receive a refund of his or her Down Payment and any interest earned thereon. A Purchaser must notify Sponsor which option such Purchaser elects within ten (10) days after the giving of Sponsor's notice of refusal to cure such inability, with **TIME BEING OF THE ESSENCE.** If a Purchaser fails to timely deliver such notice, it will be conclusively deemed that such Purchaser has elected to acquire title to the Unit subject to such inability as set forth in clause (a).

Terms of Sale

The following is a summary of certain material provisions of the Purchase Agreement, but it is not intended as a complete statement of these or other important provisions of the same. For a complete statement of these provisions, please refer to the form of Purchase Agreement set forth as Document Number 4 in Part II of this Plan:

1. Incorporation of Plan

The Plan (including, without limitation, the proposed Condominium Documents contained in Part II of the Plan) as well as all amendments to the Plan duly filed by Sponsor (including, but not limited to, amendments involving any changes, modifications or updating of the estimated Common Charges, the estimated real estate taxes to be paid by the Purchaser or the section of the Plan entitled "**Schedule B: Projected Budget for the First Year of Condominium Operation**") are incorporated into each Purchase Agreement by reference. Any conflict between the Purchase Agreement and the Plan will be resolved in favor of the Plan. The execution and submission of a Purchase Agreement constitutes the Purchaser's acceptance of this Plan and his or her agreement to be bound by the terms of the Plan, including all duly filed amendments thereto. Any such amendments shall not excuse the Purchaser from performing the Purchaser's obligations under the Plan and Purchase Agreement, nor shall they entitle the Purchaser to any offset or credit against the performance of the Purchaser's obligations under the Plan and

Purchase Agreement, nor shall they entitle the Purchaser to any offset or credit against the Purchase Price. Any such amendments may be made by Sponsor without the Purchaser's consent or approval; subject to the Purchaser's right to rescind in the event of a material amendment to the Plan or the Condominium Documents that adversely affects in any material respect the Purchaser's rights, obligations or liabilities under his or her Purchase Agreement or under the Plan. See also the section of the Plan entitled "**General.**"

Moreover, if, prior to the First Unit Closing, Sponsor amends the terms and conditions contained in the Plan to be more favorable to tenant Purchasers, an Eligible Tenant who executed and submitted a Purchase Agreement before Sponsor amended the terms may elect to benefit from the more favorable terms and conditions, in which event the Purchase Agreement may be amended to reflect such more favorable terms.

Nothing contained in the Plan, the Purchase Agreement or any modifications thereto shall be deemed to constitute a waiver of the Purchaser's rights or an abrogation of Sponsor's obligations under Article 23-A of the GBL. The Purchase Agreement to be used by Eligible Tenants who purchase during the Exclusive Purchase Period may not be modified except by a duly filed amendment to the Plan.

2. Payment of Purchase Price

Each Purchaser shall deliver his or her check made payable to the order of "Herrick, Feinstein LLP Attorney Escrow Account for The Ruppert Yorkville Towers Condominium" in the amount of the Down Payment, subject to collection, simultaneously with the execution and delivery of the Purchase Agreement. The balance of the Purchase Price will be paid to Sponsor at the closing.

Except for the Down Payment, which is to be paid as provided above, any payments to be made by the Purchaser under the Purchase Agreement (including without limitation the payment of the balance of the Purchase Price), whether to, on behalf of or at the request of Sponsor, must be made by unendorsed certified check, or bank check, drawn in either case on a member bank of the New York Clearing House Association and made payable to the order of Sponsor; except that at the request of Sponsor made at or prior to the closing, the Purchaser will pay the balance of the Purchase Price to such payees as Sponsor directs.

If any down payment check delivered by the Purchaser under a Purchase Agreement shall be dishonored for any reason whatsoever, it shall be deemed a material default by the Purchaser under the Purchase Agreement and Sponsor may, in that event, cancel the Purchase Agreement and declare same to be void *ab initio*, to the same effect as if the Purchase Agreement had never been executed and delivered. Purchaser shall have no right to cure such default; however, Sponsor in its sole and absolute discretion, may permit Purchaser to substitute a bank or certified check for the same amount as the dishonored check within two business days after notification to Purchaser that the original check was dishonored.

Notwithstanding the above, the Purchase Agreement provides that, at the option of Sponsor, Purchaser shall attend a pre-closing of the purchase of his or her Unit at which Purchaser will be obligated to pay to Sponsor or its designee at such pre-closing the balance of the Purchase Price (other than the portion thereof financed by a Recognized Lender as evidenced by a bona fide mortgage commitment delivered to Seller on or before the pre-closing). See section of the Plan entitled **"Closing of Title to Units and Terms of Sale."**

3. Financing

As more fully described in Paragraph 5 of the Purchase Agreement, the obligation of a Purchaser to purchase his or her Unit under his or her Purchase Agreement will be contingent upon the issuance to the Purchaser, within thirty (30) days from the later of (i) the Effective Date or (ii) the date of the Purchase Agreement (the "**Financing Contingency Period**"), of a mortgage loan commitment by a Recognized Lender for a loan in an amount equal to eighty (80%) percent of the Purchase Price (or such lesser sum as the Purchaser may approve), secured by a first mortgage on the Unit, bearing interest at the then prevailing rate structure charged by such Recognized Lender (the "**Commitment**").

Each Purchaser must promptly apply for the loan and, within ten (10) business days after Sponsor sends the Purchaser a fully executed counterpart of the Purchase Agreement, the Purchaser must complete, sign and submit to a Recognized Lender a mortgage loan application (on the form provided by such Recognized Lender) consistent with the loan terms set forth above and containing accurate and complete financial and other information with respect to the Purchaser and members of the Purchaser's family as required by the Recognized Lender.

The Purchaser will either deliver a copy of the Commitment to the Seller within five (5) days after its issuance or notify Sponsor in writing of the failure of the Purchaser to obtain same within five (5) days after expiration of the thirty (30)-day period within which same was to be obtained, as the case may be. In the event the Purchaser fails to obtain the Commitment within the specified time period, the Purchaser must deliver to Sponsor copies of the loan application of the Purchaser and the Recognized Lender's "Mortgage Disclosure Statement" along with the notice of the failure of the Purchaser to obtain the Commitment.

The Purchaser must cause the Purchaser's spouse (if any) to execute jointly with the Purchaser the mortgage note or bond and such other loan documents as may be required by the Recognized Lender, unless such action is waived by Sponsor. If the Purchaser is other than a natural person (such as a corporation or partnership), the Purchaser agrees to furnish at closing such guarantees from the Purchaser's officers, stockholders, partners, members or principals (as the case may be) as the Recognized Lender may request.

If the Recognized Lender refuses or fails to issue, within the Financing Contingency Period, a Commitment in favor of the Purchaser for a loan on the terms set forth above,

then, except as provided below, the Purchaser, if and only if the Purchaser has acted in good faith and complied with all of the obligations of Purchaser under Paragraph 5 of the Purchase Agreement, may cancel the Purchase Agreement by notice to Sponsor given within five (5) days after the expiration of the Financing Contingency Period.

Notwithstanding the foregoing, within seven (7) business days after receiving from the Purchaser a notice of cancellation of the Purchase Agreement as provided above, where the basis of such cancellation is the failure (as opposed to the refusal) of the Recognized Lender to issue a Commitment within the Financing Contingency Period, Sponsor may, but shall not be obligated to, elect by notice given to the Purchaser to extend the Financing Contingency Period for an additional period of thirty (30) days from the date such notice is given to the Purchaser.

Notwithstanding the foregoing, within seven (7) business days after receiving from the Purchaser a notice of cancellation of the Purchase Agreement as provided above, where the basis of such cancellation is the refusal (as opposed to the failure) of the Recognized Lender to issue a Commitment within the Financing Contingency Period, Sponsor may, but shall not be obligated, to elect to endeavor to obtain a Commitment for a loan from another Recognized Lender on Purchaser's behalf or originate such loan itself, in either case on substantially the same terms and conditions as the loan originally applied for by the Purchaser. Upon the giving by Sponsor of such a notice, the Financing Contingency Period shall be deemed extended for an additional period of thirty (30) days from the date such notice is given to the Purchaser, and the Purchaser shall thereafter, in connection with any loan being made by another Recognized Lender or being originated by Sponsor and in connection with obtaining a Commitment for any such loan, be required to comply with the provisions of Paragraph 5 of the Purchase Agreement, including but not limited to requirements with respect to applying for and accepting a Commitment for such loan.

If the Purchase Agreement is canceled as set forth above, the Escrow Agent (as defined below) shall refund to the Purchaser within thirty (30) days after such cancellation all monies deposited by Purchaser under his or her Purchase Agreement together with any interest thereon. Upon such refund being made, Sponsor and the Purchaser shall be released and discharged of all further liabilities and obligations under the Purchase Agreement and under the Plan. The failure of Purchaser to comply with all of the obligations of Purchaser under Paragraph 5 of the Purchase Agreement in connection with obtaining financing will constitute a waiver by the Purchaser of the provisions of the Purchase Agreement conditioning the Purchase Agreement upon obtaining the financing described in this subsection and of the right of Purchaser to cancel under the Purchase Agreement.

If a Purchaser chooses to obtain financing from a source other than a Recognized Lender, the obligations of such Purchaser under the Purchase Agreement will not be conditioned upon his or her obtaining such other financing. Thus the failure to obtain financing from such a source will not relieve such Purchaser from his or her obligations under the Purchase Agreement.

Sponsor cannot and does not represent, assure or guarantee that any Purchaser will be able to obtain mortgage financing or the terms or costs of such financing. It is noted that most lenders currently require that a specified minimum percentage of units in a condominium be sold to Purchasers for owner-occupancy as one of their loan prerequisites. Sponsor cannot and does not, represent, assure or guarantee the percentage of Units that will be Owner-Occupied at any given time or that such percentage will meet the requirements of Institutional Lenders or other lenders at any time or whether a Purchaser will succeed in arranging such financing. Please consult the Sections of the Plan entitled "**Special Risks**" and "**Closing of Title to Units and Terms of Sale**."

4. Trust Funds

Sponsor shall comply with the escrow and trust fund requirements of Sections 352-e(2b) and 352-h of the GBL and the Attorney General's Regulations promulgated pursuant thereto, and all funds paid by Purchasers shall be handled in accordance with such statutes and Regulations. Purchasers shall not be obligated to pay any legal or other expense of Sponsor in connection with the handling or disposition of Down Payments paid by such Purchasers. Nothing in the preceding sentence, however, will limit the obligation of any Purchaser to pay the fees and expenses of Sponsor's attorneys (to the extent such fees and expenses are expressly disclosed in the Plan) in connection with the purchase or closing of title to the Unit purchased by such Purchaser under the Plan.

A Down Payment will be deemed to have been unconditionally tendered when it is delivered to Sponsor or the Selling Agent together with a Purchase Agreement in the form agreed to by Sponsor and signed by the Purchaser, without any request for a change in such form or the terms of the Purchase Agreement (together with the Lead-Based Paint Disclosure Form completed and signed by such Purchaser) . Each Down Payment will be placed, within five (5) business days after the date on which such Down Payment has been unconditionally tendered, in a special escrow account of Herrick, Feinstein LLP (hereinafter the **"Escrow Agent"**), whose address is 2 Park Avenue, New York, New York 10016, and whose telephone number is (212) 592-1400. The signatories on this escrow account, who are each members of Herrick, Feinstein LLP, and any one of whom is authorized to withdraw funds, are: Richard J. Brown, Leonard Grunstein, Carl F. Schwartz and Mark A. Goldsmith. The name of the escrow account is "Herrick, Feinstein LLP Attorney Escrow Account for The Ruppert Yorkville Towers Condominium" (the **"Escrow Account"**), and such Escrow Account is located in Metropolitan National Bank at 2 Park Avenue,, New York, New York 10016 (the **"Bank"**). The Bank is covered by federal bank deposit insurance generally to a maximum of $100,000 in the aggregate with respect to all funds deposited by any person in one or more deposit accounts (including, without limitation, amounts deposited directly by such person and the Down Payment held in escrow for such person by the Escrow Agent).

If a Purchaser makes a Down Payment in excess of $100,000 for the purchase of a Unit, or if the amount of such Purchaser's deposits at the Bank and such Down Payment exceed $100,000, the aggregate of such Down Payment and all other such deposits will generally not be federally insured in excess of $100,000. No representation or guaranty is

made by the Escrow Agent or Sponsor that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so.

Interest on a Purchaser's Down Payment will begin to accrue when the check for the Down Payment is collected, and provided there is no charge back or debit by the Bank against the amount deposited. Any interest earned on the Down Payment shall be delivered to a Purchaser at the closing of title to his or her Unit or other termination of the Purchase Agreement, unless the Purchaser has defaulted thereunder beyond any applicable grace periods, in which event Sponsor shall be entitled to retain the Liquidated Sum. The interest rate to be earned on the Down Payment will be the rate paid from time to time by the Bank for the same type of account as the Escrow Account, which was two percent (2%) per annum as of January 10, 2001. Each Purchaser must indicate his or her social security or its federal taxpayer identification number on the Purchase Agreement in the space provided therefor. A Purchaser's failure to provide any social security number on the Purchase Agreement will be deemed a waiver of such Purchaser's right to receive interest on such Down Payment. If there is more than one Person comprising Purchaser, the social security or federal taxpayer identification number of the Person who is to receive the interest on the Down Payment must be noted in the Purchase Agreement in the separate space provided therefor.

All checks for Down Payments under the Plan shall be made payable to the order of "Herrick, Feinstein LLP Attorney Escrow Account for The Ruppert Yorkville Towers Condominium." Within ten (10) business days after unconditional tender and delivery by a Purchaser to Sponsor or the Selling Agent of a check for a Down Payment submitted with such Purchaser's Purchase Agreement (and Lead-Based Paint Disclosure Form) on account of the Purchase Price thereunder, the Escrow Agent will notify the Purchaser that such funds have been deposited into the Escrow Account and will provide the account number and the initial interest rate. Subject to the provisions of the next sentence, if such Purchaser does not receive notice of such deposit within fifteen (15) business days after unconditional tender and delivery to Sponsor or the Selling Agent of such Down Payment, then such Purchaser may cancel such purchase and rescind such Purchaser's Purchase Agreement, so long as such right to rescind is exercised within ninety (90) days after such Purchaser's unconditional tender and delivery of such Down Payment to Sponsor or the Selling Agent. A Purchaser shall not, however, be entitled either to rescind such Purchaser's Purchase Agreement or to receive a refund of such Purchaser's Down Payment where proof satisfactory to the Attorney General is submitted establishing that such Down Payment was timely deposited and notice as provided above was timely mailed to such Purchaser in conformity with the Attorney General's Regulations. Additionally, Purchaser understands that receipt of the Down Payment by the Escrow Agent and deposit of the Down Payment in the Escrow Account by the Escrow Agent will not be deemed acceptance of the Purchase Agreement by Sponsor, which acceptance can only occur as provided in the Section of the Plan entitled "**Procedure to Purchase**."

The Escrow Agent will hold a Purchaser's Down Payment in escrow until: (a) otherwise directed in one or more writings signed by each of Sponsor and such Purchaser; (b) otherwise directed in a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's Regulations; (c) a judgment or

order of a court of competent jurisdiction permits or requires the release of such Down Payment; (d) such Down Payment is paid by the Escrow Agent into a court of competent jurisdiction; (e) such Down Payment is paid to Sponsor as provided below; or (f) such Down Payment is paid to such Purchaser as provided below.

If there is no written agreement between Sponsor and a Purchaser to release the Down Payment paid by such Purchaser, the Escrow Agent will not pay such Down Payment to Sponsor until after ten (10) business days following the date that the Escrow Agent has given such Purchaser written notice that the Escrow Agent intends to pay such Down Payment to Sponsor. Thereafter, such Down Payment may be paid to Sponsor unless the 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, within such ten (10)-business-day period, notice from such Purchaser that such application has been made.

Sponsor will not object to the release of the Down Payment paid by any Purchaser to such Purchaser, provided such Purchaser has not defaulted and has timely and validly rescinded such Purchaser's Purchase Agreement in accordance with an offer of rescission contained in the Plan or an amendment to the Plan.

A Purchaser or 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 paid by any Purchaser. Sponsor must avail itself of this procedure (i) if there is a dispute which needs to be resolved between Sponsor and a Purchaser of a Unit under the Plan relating to such Purchaser's Down Payment or (ii) if any Purchaser has given notice of objection to the Escrow Agent within the ten business day period described above. A form for this purpose is attached as an exhibit to the Purchase Agreement in Part II of the Plan. The party applying for a determination must send all other parties a copy of the application.

Included as Document Number 7 in Part II of the Plan is a copy of the escrow agreement between Sponsor and Escrow Agent (the "**Escrow Agreement**") which is subject to the terms of the Attorney General's Regulations. In the event of any conflict between the Escrow Agreement and either any other provision of the Plan or any Purchase Agreement, the terms of the Escrow Agreement shall control.

The Escrow Agent will maintain all records concerning the Escrow Account for seven (7) years after the closing of such account.

The Escrow Agent may from time to time, upon notice to Sponsor and all Purchasers, change the depositary in which the Down Payments are held to another lending institution in New York City without the necessity of amending the Plan.

5. Events of Default

If a Purchaser (i) defaults in paying the balance of the Purchase Price on the date scheduled by Sponsor for closing title to his or her Unit (or the scheduled pre-closing date, as the case may be), (ii) default in his or her obligation to attend a pre-closing, (iii) defaults in performing some other obligation under the Purchase Agreement, or (iv) is or becomes a tenant or occupant of a Building and is evicted for failure to pay rent or to perform some other lease or tenancy obligation (whether by voluntary removal or by court order), Sponsor's sole remedy under the Purchase Agreement is to cancel said Purchase Agreement by sending written notice to such Purchaser via certified mail, return, receipt requested and via first class mail and, if such Purchaser shall fail to cure such default within thirty (30) days after the giving of such notice, to retain, as and for liquidated damages, the Liquidated Sum. Any payments received by Sponsor in excess of the Liquidated Sum, together with interest earned on such excess payments, if any, shall be refunded to the Purchaser with reasonable promptness after cancellation. **THE CURING OF SUCH DEFAULT WITHIN SAID THIRTY (30)-DAY PERIOD IS OF THE ESSENCE OF THE PURCHASE AGREEMENT. THIS MEANS THAT, UPON THE PURCHASER'S FAILURE TO CURE HIS OR HER DEFAULT WITHIN SUCH PERIOD, THE PURCHASE AGREEMENT SHALL BE DEEMED CANCELED AND SPONSOR MAY RETAIN THE LIQUIDATED SUM AS DAMAGES**. If a Purchaser is or becomes a tenant or occupant of a Building and fails to pay rent or otherwise to comply with his or her lease or tenancy obligations or vacates or abandons his or her Unit, then Sponsor may cancel his or her Purchase Agreement as set forth above whether or not such Purchaser is evicted from a Building by reason thereof. If, however, such person is not evicted from a Building by reason of such default, vacating or abandonment, Sponsor shall return to such Purchaser all monies deposited under his or her Purchase Agreement, together with the interest earned thereon, if any.

If a Purchase Agreement is canceled, both Sponsor and the Purchaser shall be relieved of all further obligations and liabilities thereunder and under this Plan, and Sponsor shall be free to sell the Unit to another as though such Purchase Agreement had never been made and without accounting to the Purchaser for the proceeds received on such sale.

6. Units Sold "As Is"; Fixtures and Appliances

The Units are being sold in the condition in which they exist at the time of signing the Purchase Agreement. The Units and the Building shall be accepted in their respective condition as of such time, subject to ordinary use, wear and tear and natural deterioration (and any damage caused by a Purchaser who is a tenant or occupant of the Unit or such Purchaser's household members); and subject further to Sponsor's obligation to maintain the Building until the First Unit Closing to the extent indicated in the Section of the Plan entitled "**Sponsor's Statement of Building Condition**." Sponsor will not be obligated to make repairs, replacements, modifications or changes in or to any Unit or any appliances, equipment or fixtures unless expressly agreed to in writing by the parties.

At closing, each Unit will contain only those appliances, countertops, cabinets, sinks, vanities, hardware and other fixtures and equipment that are owned by Sponsor and were installed therein as of the date of the Purchase Agreement relating to such Unit. All such items will be delivered to the Purchaser of the Unit in "as is" condition subject to ordinary use, wear and tear and natural deterioration (and any damage caused by a Purchaser who is a tenant or occupant of the Unit or such Purchaser's household members. Each Unit is to be sold unfurnished, and there will be no modifications or "extras" unless agreed to in writing by the parties. Any appliances, furnishings, equipment, fixtures or other personal property owned by any tenant or occupant of the Unit or any other Person will not be included in the sale. Not all Residential Units include operable ranges and refrigerators. Each Purchaser is advised to inspect the Unit in which he or she is interested to determine what appliances and fixtures are contained in the Unit and the condition of such appliances and fixtures.

7. Access to Unit

Each Purchaser of a Unit with respect to which such Purchaser is not the tenant or occupant shall be given reasonable access to such Unit prior to the Closing (subject to the rights of any tenant or occupant of such Unit) for the limited purpose of inspection and taking measurements. Any Purchaser permitted such access shall release Sponsor and the Selling Agent and their respective agents, employees, contractors and representatives from any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from any injuries sustained by any person or damage to any property resulting from such access, even if such injury results from the negligence of Sponsor, the Selling Agent or any of their respective agents, employees, contractors or representatives. In addition, any such Purchaser shall indemnify and hold Sponsor and the Selling Agent and their respective agents, employees, contractors and representatives harmless from and against any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from such access, including without limitation reasonable attorneys' fees and expenses.

8. Closing of Title

The closing of title to each Unit will be held in such place in the City of New York, on such day and at such hour as Sponsor shall designate to the Purchaser of such Unit on not less than thirty (30) days' prior written notice. Such notice shall inform the Purchaser of his or her obligation to pay the balance of the Purchase Price as set forth in the subsection entitled "**Payment of Purchase Price**" above. Sponsor has the right to postpone the closing date and to fix a new closing date. In such event, Sponsor shall give the Purchaser not less than three (3) business days' prior notice of the new date and time of closing. The closing shall take place only after or concurrently with the occurrence of the necessary concurrent or prerequisite events set forth in the subsection entitled "**Prerequisites to Closing of Title**," above.

The foregoing shall not act to extend Sponsor's time to declare the Plan effective as set forth in the Section of the Plan entitled "**Effective Date**" and shall not affect Sponsor's right to abandon or withdraw this Plan as set forth in such Section. If the Plan is so abandoned or withdrawn, the Purchase Agreement will be deemed canceled, and all

monies paid by the Purchaser thereunder, together with interest earned thereon, if any, shall be disbursed as discussed in the subsection entitled "Trust Funds," above. After the funds are so disbursed, neither the Purchaser nor Sponsor shall have any claims against each other in connection with the Purchase Agreement or this Plan, nor shall the Purchaser have any such claims against the Selling Agent, and all of the same shall be released and discharged from all obligations and liabilities under the Purchase Agreement and this Plan.

9. Delivery of Deed

Except in connection with a pre-closing, upon delivery to Sponsor of (i) the balance of the Purchase Price, (ii) a Unit Owner's Power of Attorney in favor of the Condominium Board and Sponsor,(iii) transfer tax returns in the respective forms required to be filed with the City and State of New York, (iv) any real estate reporting return and statement required by the Internal Revenue Code or the Regulations thereunder, (v) all other documents required by law and (vi) all other documents reasonably required by Sponsor which documents must be executed and acknowledged by the Purchaser, Sponsor, will execute, acknowledge and deliver to the Purchaser a bargain and sale deed with covenant against grantor's acts, conveying title to the Unit subject only to the Permitted Encumbrances and such other title conditions as consented to by Purchaser, if any. The deed and the Unit Owner's Power of Attorney will be substantially in the forms set forth as Document Number 9 and Document Number 8, respectively, in Part II of this Plan.

10. Existing Tenancies

If the Purchaser's Unit is, at the time of signing the Purchase Agreement, occupied by, or under lease to, any Person than such Purchaser, such Purchaser will purchase the said Unit subject to the rights of the existing tenant(s) or occupant(s); the rights of existing residential tenants are more fully described in the Section of this Plan entitled "**Rights of Existing Tenants**." In addition, upon becoming the Unit Owner of such Unit, said Purchaser will succeed to and assume all of Sponsor 's rights and obligations as the landlord of such tenant or occupant, as more fully set forth in the Section of the Plan entitled "**Obligations of Owners of Units Occupied by Non-Purchasing Tenants**."

11. Rent Security Deposit

The unapplied rent security deposit, if any, of a tenant who purchases his or her Unit will be refunded to such tenant, together with any interest earned thereon, within thirty (30) days after the closing of title to the Unit, provided that the tenant is not in default under his or her lease or tenancy obligations. If an occupied Unit is purchased by a Person other than the tenant or occupant, the unapplied security deposit, if any, will be transferred at closing to such Purchaser, who shall, in writing, acknowledge receipt of same at closing and agree to indemnify Sponsor from all liability in connection therewith. In either event Sponsor will have the right to deduct from any tenant's security deposit the amount of any rent due to Sponsor from such tenant or occupant.

12. Risk of Loss or Damage to Units Prior to Closing

If the Purchaser is or becomes the tenant or occupant of a Unit before the closing of title thereto and before such closing the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside the Unit and did not result from the acts or omissions of such Purchaser or other occupant of the Unit or such Purchaser's or other occupant's guests, invitees or workmen. Except as set forth in the preceding sentence, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall have no obligation or liability to repair or restore the same. If Sponsor or (in the event the Declaration has been filed) the Unit Owners do not elect to repair the damage (except for damage that is the Purchaser's obligation to repair as provided above), the Purchase Agreement will be canceled and be of no further force or effect. Thereafter, the Down Payment, together with interest earned thereon, if any, shall be disbursed as discussed above in the subsection entitled "**Trust Funds**." If Sponsor (or the Unit Owners, if the Declaration has been filed) elects to repair or replace the loss or damage so as to restore the Unit substantially to its condition immediately preceding such loss or damage, the Purchase Agreement shall continue in full force and effect; in which event the Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor (or the Unit Owners) shall be entitled to a reasonable period of time to complete such repairs or replacement.

13. Broker

The Purchaser represents under the Purchase Agreement to Sponsor that he or she has not dealt with any broker other than the Selling Agent in connection with the acquisition of his or her Unit and will indemnify Sponsor against the claims of any other broker.

14. No Lien

Neither the Purchase Agreement nor any monies deposited thereunder shall constitute a lien against the Property, including the Unit.

15. Eligible Tenants' Right to Assign Purchase Agreement

Subject to the provisions below as applicable to Eligible Tenants only, the Purchase Agreement may not be assigned or transferred by the Purchaser without such Purchaser first obtaining the express written consent of Sponsor, which consent Sponsor may withhold in its sole and absolute discretion. If Sponsor shall consent to the assignment of a Purchase Agreement, the assigning party shall not be released from any liability under his or her Purchase Agreement by reason of such assignment.

Notwithstanding the foregoing, no earlier than the Presentation Date of an Amendment to the Plan disclosing that the Plan has been declared effective and no later than fifteen (15) days prior to his scheduled closing date (or scheduled pre-closing as the case may be), an Eligible Tenant who, in accordance with the procedures set forth in the "**Procedure to Purchase**" section of the Plan, enters into a Purchase Agreement with

Sponsor within the Exclusive Period, shall be entitled to assign his Purchase Agreement provided the Eligible Tenant complies with the following further conditions:

(i) In no event may an Eligible Tenant assign his Purchase Agreement prior to the Presentation Date of an Amendment to the Plan disclosing that the Plan has been declared effective or later than fifteen (15) days prior to his scheduled closing date (or scheduled pre-closing, as the case may be) ;

(ii) The Assignee shall execute and deliver to the Selling Agent an affidavit substantially in the form of the Form of Assignee Affidavit contained in Part II of the Plan, with affidavit must, in any event, state that the assignee was not procured by Sponsor, the Selling Agent or the Managing Agent and that the assignee intends that he or a member of the assignee's immediate family, which immediate family member must be named in the affidavit, will personally occupy the Unit.

(iii) The Eligible Tenant and the assignee must comply with all requirements of the New York State Department of Law; any assignment made hereunder must be in accordance with Attorney General Regulations at Part 23.3(r) of Title 13 NYCRR.

(iv) The assignee shall, at his cost and expense cause his attorney to prepare a written assignment of the Purchase Agreement together with the Down Payment and the interest thereon. The form of assignment shall be in form and content reasonably satisfactory to Sponsor's attorneys. The assignee shall also cause his attorney to prepare and have executed and delivered at closing of title to the Unit (or the pre-closing, as the case may be) all transfer tax returns required in connection with the assignment.

(v) The assignee shall pay to Herrick, Feinstein LLP at the closing of title to the Unit (or the pre-closing, as the case may be), an Assignment Fee of $250.00 in addition to those fees set forth in the section of the Plan entitled "**Closing Costs and Expenses**."

## UNIT CLOSING COSTS AND ADJUSTMENTS

The estimated closing costs, expenses and adjustments to be borne by each Purchaser of a Unit are set forth below. SPONSOR MAKES NO REPRESENTATION OR WARRANTY AS TO SUCH COSTS WHICH ARE ONLY ESTIMATES AND WHICH ARE SUBJECT TO CHANGE.

At the closing of title to each Unit, Sponsor and the Purchaser shall apportion, as of midnight of the day preceding the closing: (i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the fiscal or calendar year for which assessed, including water charges and sewer rents (if separately assessed) and any escrows for real estate taxes; (ii) Common Charges for the month in which title closes and (iii) rent and other charges, if any, pursuant to the lease for, or tenancy of, such Unit.

In the event the Unit has not been separately assessed for the then current fiscal tax year at the time of closing title, the apportionment of real estate taxes shall be based on the Unit's pro rata share (in accordance with its Common Interest) of the real estate taxes with respect to the Property. In addition, the computation of real estate tax apportionments shall take into account (A) the actual amount of real estate taxes paid by or on behalf of Housing Company with respect to the applicable real estate tax period in which the closing occurs and (B) the total amount of the real estate taxes for such tax period. The amount of the real estate taxes for such period shall, in the case of a closing which occurs during a tax period which includes the date of the closing of the Mitchell Lama Withdrawal ("Mitchell Lama Withdrawal Tax Period"), be computed as follows: (1) for the portion of such tax period which ends immediately prior to the date of the Mitchell Lama Withdrawal, the real estate taxes for such portion of such tax period shall be the prorated portion (based upon the number of days within such portion of the tax period as compared with the total number of days within such tax period) of the real estate taxes for such tax period net of the real estate tax exemptions and/or credits granted to Housing Company for such tax period under the Mitchell Lama Law and (2) for the portion of such tax period which commences on the date of Mitchell Lama Withdrawal and ends at the end of such tax period, the real estate taxes for such portion of such tax period shall be the prorated portion (based upon the number of days within such portion of the tax period as compared with the total number of days within such tax period ) of the full real estate taxes for such tax period (without benefit of the Mitchell Lama Law real estate tax exemptions and/or credits).

Until the Units are separately assessed, all real estate taxes with respect to the Property will be treated as a General Common Expense. See Footnote 9 to Schedule A and "**Unit Closing Costs and Adjustments.**" The fact that a Unit Owner may have established escrow deposit(s) with such Unit Owner's mortgage lender for the payment of real estate taxes by such mortgage lender with respect to such Unit Owner's Unit, shall not release such Unit Owner from such Unit Owner's responsibility to timely pay (or cause its mortgage lender to pay), by such date as may be determined by the Condominium Board, such Unit's pro rata portion (based upon such Unit's Common Interest) of such portion of the General Common Charges assessed for the purpose of payment of real estate taxes. If, prior to the separate assessment of the Units for real estate tax purposes, the Condominium Board shall fail to timely pay all or any portion of the real estate taxes levied with respect to the Property, Sponsor and each other Unsold Residential Unit Owner shall have the right (but not the obligation) to pay such taxes not timely paid and the Condominium Board shall reimburse Sponsor or other Unsold Residential Unit Owner, as the case may be, upon demand, for the amount of such taxes so paid, plus interest thereon until paid in full, at a rate of interest equal to prime rate as announced from time to time by Citibank, N.A.

Installments for tax assessments due after delivery of the deed (if any) shall be paid by the Purchaser and shall not be considered a defect in title. If any real estate tax rebate, refund or credit is received by Purchaser or on Purchaser's behalf (including by the Condominium Board on behalf of Purchaser) after the closing with respect to such Purchaser's Unit, which pertains in whole or in part to a period prior to such closing (collectively, "**Real Estate Tax Credit**"), such rebate, refund or credit shall be apportioned

with Sponsor as of the date of closing (so that the portion of such Real Estate Tax Credit attributable to the period prior to the closing shall be paid to Sponsor and the balance of such Real Estate Tax Credit, if any, may be retained by Purchaser) and such obligation on the part of Purchaser shall survive the Closing. At closing, Purchaser shall execute such documents as Sponsor may require confirming the above and/or authorizing Sponsor to make application for and to receive the entire amount of such Real Estate Tax Credit, subject to Sponsor's obligation to apportion with Purchaser any Real Estate Tax Credit with respect to such Purchaser's Unit, in the manner described above. Any allocable share of a Real Estate Tax Credit required to be paid to a Purchaser as provided above shall be reduced by an allocable share (based upon the portion of the respective tax year that Purchaser shall own the Unit) of all expenses incurred by Sponsor in connection with obtaining such Real Estate Tax Credit (including, without limitation, the cost of tax certiorari proceedings and the settlement thereof).

If any errors shall be made in the calculation of closing apportionments, if an apportionment shall be omitted, or if the estimates that were used for apportionment purposes vary from the actual amounts thereof after the amounts become known (including, without limitation, the amount of any Real Estate Tax Credit), same shall be corrected or adjusted between Sponsor and the Purchaser after the Closing and any such correction or adjustment shall be paid promptly to the appropriate party after it is ascertained. The obligation to correct any such erroneous adjustment or to make any additional adjustment in accordance with the above shall survive the closing of title to the Unit and Purchaser shall at Closing execute an agreement confirming the foregoing.

At the time of title closing, each Purchaser of a Unit will pay certain closing costs in addition to any legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the closing apportionments described above. Such closing costs will include the following, the amounts of which are subject to change without prior notice or amendment (except for fees required to be paid to Sponsor's counsel as set forth in paragraph (i), below, the amount of which fees may only be changed by duly filed amendment):

(a) If the Purchaser elects to obtain fee title insurance, Purchaser will pay a premium therefor which will vary depending upon the amount of insurance requested. The premium for fee title insurance, if ordered through a Preferred Title Company will be in accordance with the schedule of rates set by the New York Board of Underwriters and filed with the New York State Insurance Department. As of November 5, 2001, the rates were as follows: $402.00 for the first $35,000.00; from $35,001.00 to $50,000.00, add $6.67 per thousand; from $50,001.00 to $100,000.00, add $5.43 per thousand; from $100,001.00 to $500,000.00, add $4.36 per thousand; from $500,001.00 to $1,000,000.00, add $3.98 per thousand; and from $1,000,001.00 to $5,000,000.00, add $3.66 per thousand. In the case of a Residential Unit with a purchase price of $395,000.00, such amount would be approximately $2,060.00 ;

(b) If the Purchaser elects to obtain mortgage title insurance, Purchaser will pay a premium therefor which will vary depending upon the amount of insurance requested. The premium for mortgage title insurance, if ordered through a Preferred Title

Company, will be in accordance with the schedule of rates set by the New York Board of Underwriters and filed with the New York State Insurance Department. At the present time, the rates are as follows: $344.00 for the first $35,000.00; from $35,001.00 to $50,000.00, add $5.55 per thousand; from $50,001.00 to $100,000.00, add $4.54 per thousand; from $100,001.00 to $500,000.00, add $3.64 per thousand; from $500,001.00 to $1,000,000.00, add $3.31 per thousand; and from $1,000,001.00 to $5,000,000.00, add $3.05 per thousand; alternatively, where a mortgage title policy is issued simultaneously with a fee policy, reduced mortgage policy rates set by the New York State Insurance Department may be available. Each Purchaser is free to obtain title insurance from a title insurance company other than through a Preferred Title Company; however, Sponsor makes no representation or warranty as to the cost, terms or availability of such other title insurance. In addition, as indicated in paragraph (i) below, each Purchaser shall pay to Sponsor's attorneys an additional fee of $750 if Purchaser elects to obtain title insurance other than from a Preferred Title Company. This additional fee is charged on account of, among other things, the anticipated increased time and effort to Sponsor and its attorneys in clearing title with separate title companies but is payable whether or not additional time and effort is actually expended to clear title;

(c) Each Purchaser will, in all events, pay a fee for recording the deed to the Unit and the Unit Owner's Power of Attorney of $17.00 for each instrument plus $5.00 per page, together with a service charge to the title company for such recording (as set by each title company);

(d) If the Purchaser obtains a mortgage loan, such Purchaser will pay a mortgage recording tax in the amount provided by Applicable Law (at present, the rate is 2% of the principal amount of the mortgage for mortgages of less than $500,000.00; 2.125% for mortgages of $500,000.00 or more; and 2.75% for mortgages of or aggregating $500,000 or more with a lien on 2 or more units) and a fee and service charge to the title company for recording the mortgage at the same rates given above for recording the deed and Unit Owner's Power of Attorney, and will also pay to Sponsor a sum equal to the partial mortgage tax credit, if any, to which the Purchaser is entitled under Section 339-ee(2) of the New York Condominium Act;

(e) Each Purchaser will be required to pay:

a. the New York City Real Property Transfer Tax on the sale of the Unit (which currently, if Purchaser purchases one Unit under the Plan, would be equal to (x) 1.0% (1.425% if two or more units are purchased) of the purchase price (inclusive of the portion of such tax and the New York State Real Estate Transfer Tax paid by the Purchaser) when said sum is $500,000.00 or less, or (y) 1.425% (2.625% if two or more units are purchased) of the purchase price (inclusive of the portion of such tax and the New York State Real Estate Transfer Tax paid by the Purchaser) when said sum exceeds $500,000.00); and

b. the New York State Real Estate Transfer Tax on the sale of the Unit (which currently would be equal to $2.00 per each $500.00 (or fractional portion thereof) of the sum of the purchase price plus the portion of such tax and the New York City Real Property Transfer Tax paid by the Purchaser); and

c. in the case of a Residential Unit with a purchase price of $1,000,000.00 or more only, the New York State Additional Transfer Tax (commonly known as the "Mansion Tax"), currently equal to one percent (1%) of the purchase price (inclusive of New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes paid by the Purchaser) of the Unit.

The New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax (described at subparagraphs a. and b. above) are ordinarily a seller's obligation. The amount of such transfer taxes payable by each Purchaser will be greater than the amount of the transfer taxes Sponsor would have been required to pay on each sale because the payment of these taxes by the Purchaser is deemed by the City and State taxing authorities to be additional consideration given by Purchaser to the Sponsor for the sale of the Unit. Thus, the calculations set forth above at subparagraphs a. and b. include payment of the transfer taxes together with the purchase price as the basis for the calculation of the taxes.

(f) If the Purchaser obtains a mortgage loan, then the Purchaser will be responsible for paying all closing costs and expenses in connection therewith in amounts determined by the lender. Generally, such costs include but are not necessarily limited to: a fee charged by the lender's attorney; an appraisal fee; an inspection fee; a fee for recording the mortgage; and an origination fee, or "points." Sponsor makes no representation or warranty as to such closing costs and expenses or as to the availability of such financing;

(g) If the Purchaser has dealt with any broker in connection with the purchase of his or her Unit other than the Selling Agent or any other broker engaged in writing by Sponsor, then the Purchaser will be required to pay the commission of such broker unless Sponsor expressly agrees otherwise in writing;

(h) Each Purchaser shall pay a fee to the Managing Agent in the amount of $250.00 in payment of administrative and other services rendered in connection with the closing, including the issuance of the customary letter concerning payment of common charges;

(i) Each Purchaser shall pay a closing fee of $1,000.00 to Sponsor's counsel, as well as the following fees: (1) an additional fee of $450.00 if Purchaser finances a portion of the Purchase Price, (2) an additional fee of $500.00 payable to Sponsor's counsel, if the closing is adjourned for any reason other than at Sponsor's request, for each time the closing is so adjourned; (2) an additional closing fee of $250.00 payable to Sponsor's counsel, if the Purchaser assigns the Purchase Agreement; (3) an additional

closing fee of $750.00 payable to Sponsor's counsel, if Purchaser elects to obtain title insurance other than from a Preferred Title Company; and (4) an additional closing fee of $600.00, payable to Sponsor's counsel if the closing takes place (subject to the consent of Sponsor's attorneys), at a place other than at the office of Sponsor 's attorneys (in no event shall the closing take place outside of New York County). The above fees shall be payable by Purchaser to Sponsor's attorneys for as many of the above events that occur and in each instance of said events (for example, each time Purchaser adjourns the closing). Nothing contained above shall imply that Sponsor waives its right to require that Purchaser pre-close with Sponsor and to pre-close with Purchaser's lender so as to permit a master closing involving numerous simultaneous closings of Units at the offices of Sponsor's counsel.

(j) Each Purchaser (except Sponsor or any Sponsor Successor) shall pay to the Condominium, a sum equal to one month's common charges with respect to the Purchaser's Unit as and for Purchaser's contribution to the Working Capital Fund of the Condominium. Such sum shall not be refundable; and

(k) Purchasers of Units occupied by Non-Purchasing Tenants, except Sponsor or any Sponsor Successor, will be required to deposit with the Managing Agent (or the Condominium Board if no managing agent is employed) at the closing of title an amount not less than two-months' common charges and real estate taxes to be used as working capital to furnish services required under the Non-Purchasing Tenant's lease and pursuant to Law.

Certain of the foregoing closing costs, such as the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax are customarily borne by the seller; under the Plan, however, they are required to be paid by the Purchaser.

Mortgage Tax Credit

In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, it is specifically understood that such credit will inure to the benefit of Sponsor. Accordingly, at closing, a Purchaser who elects mortgage financing will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At the closing, Sponsor will be reimbursed to the extent of any mortgage tax credit allowed.

Note should be taken that the recording charges, fees and taxes above are based on rates in effect at the date of presentation of the Plan and are subject to change without notice. Premiums for title insurance will vary depending upon the Purchase Price and the amount of any mortgage loan. No representations are made as to the amounts of any charges, fees and taxes at the time of closing or as to the availability, cost or terms of financing.

## SPONSOR'S RIGHTS AND OBLIGATIONS

Sponsor's Obligations with Respect to the Creation of the Condominium

Sponsor will bear all costs and expenses to be incurred in connection with the creation of the Condominium and the preparation, filing and distribution of the Plan. In addition, Sponsor will pay all selling expenses and brokerage commissions of the Selling Agent or other broker engaged by Sponsor.

Annexed to **"Description of Property and Building Condition"** in Part II of the Plan are copies of violations of record affecting the Property as of the date of the violations search. Sponsor shall not have any obligation to cure such violations of record or any other violations (of record or otherwise) affecting the Property at any time. Within thirty (30) days from the date the Plan is accepted for filing by the Department of Law, Sponsor will arrange to keep on file with Selling Agent at its office at the Building, a listing of (or copies of) all outstanding violations of record against the Building as determined by the Department of Buildings and the Department of Housing Preservation and Development, which list will be periodically updated until the First Unit Closing and which list will be made available for inspection by prospective Purchasers.

As set forth in the Section of the Plan entitled "Effective Date"," if the cost to cure title defects exceeds certain dollar amounts therein set forth, Sponsor shall have the right to abandon the Plan rather than cure such title defects. The existence of any title defects will not constitute an objection to title or excuse any Purchaser from completing payment of the balance due under his or her Purchase Agreement (without provision for escrow), provided that Sponsor either furnishes adequate proof that such defect has been cured or remedied or deposits with the Condominium Board a reasonable sum to secure Sponsor's obligation to cure and remedy such title defect subsequent to the First Unit Closing. At Sponsor's request, the Condominium Board will apply the sums so deposited towards payment of the cost of curing or remedying title defects, except the Condominium Board may retain a sufficient portion of such security deposit to pay for the reasonable costs of curing or remedying the remaining title defects.

Sponsor shall procure fire insurance coverage, on behalf of the Condominium, at the Condominium's expense, to be effective at the First Unit Closing, in the amount set forth in the Footnotes to Schedule B. Sponsor believes, based upon the opinion of Serres, Visone and Rice, Inc., that the fire and casualty insurance coverage set forth in such Schedule B is adequate.

Immediately following the First Unit Closing, Sponsor will assign to the Condominium Board, and the Condominium Board will, on behalf of all Unit Owners, assume, all assignable service and maintenance contracts and agreements relating to the Property, other than those contracts or agreements pertaining solely to the Commercial Units and/or the Commercial Limited Common Elements. The Condominium will indemnify Sponsor against all claims and liability thereunder that relate to matters and events occurring on or after the day upon which the First Unit Closing occurs.

Unsold Residential Units

Title to each Unsold Residential Unit will remain in Sponsor until the Unit is sold and a deed delivered to the Purchaser. Sponsor reserves the right to procure a Sponsor Successor which may become the owner of certain or all Unsold Residential Units. From and after the first Unit Closing, Sponsor will be obligated to pay Common Charges, special assessments and real estate taxes and to perform other duties as a Unit Owner with respect to any Unsold Residential Units for as long as same are owned by Sponsor. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Residential Units. No bond has or will be furnished by Sponsor to secure payment of such Common Charges.

Sponsor reserves the right to sell Units to investors who intend to rent and not to occupy their Units personally.

In 511 West 232nd Owners Corp. et. al. v. Jennifer Realty Co. et. al. (729 N.Y.S. 2d. 34, August 9, 2001) (the "**Jennifer Case**"), following the rejection by a sponsor of a purchase offer on a vacant apartment ten years after the closing under the offering plan, the cooperative apartment corporation brought an action to compel the defendant sponsor to sell its unsold units. The Appellate Division of the Supreme Court, First Department determined that the defendant sponsor, which had filed a cooperative offering plan covering a 66 apartment building in Bronx County, New York, had made an implied promise in the offering plan to sell the unsold cooperative apartments within a "reasonable time." The court remanded to the Supreme Court for its determination of the issue of whether or not the defendant sponsor had breached this implied promise where the sponsor had not, as of some ten years after the consummation of the offering plan, sold any of the 41 unsold cooperative apartments (representing approximately 62 percent of the 66 units in the building). This decision of the Appellate Division has been appealed by the defendant sponsor to the New York Court of Appeals, which has not yet heard the appeal. A copy of the Jennifer Case is included in Part II of the Plan.

Pending the decision of the Court of Appeals with respect to the defendant sponsor's appeal of this decision, which may clarify the law in this area, the law is unsettled concerning what obligations sponsors of cooperative and condominium offering plans may have to sell unsold units. Sponsor agrees to comply with the requirements of law in this area as determined from time to time by controlling decisions of the courts of New York State, including any decision of the Court of Appeals in the Jennifer Case.

General Obligations

Sponsor represents that until the First Unit Closing, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the Presentation Date of the Plan, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which Sponsor is reasonably unable to exercise control. If Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, Sponsor will make any repairs

subsequent to the First Unit Closing that it was obligated to make prior thereto. Notwithstanding the foregoing, Sponsor shall have no obligation to cure any violations with respect to the Building.

If the Sponsor shall transfer ten (10) or more Residential Units or twenty percent (20%) or more of the total number of Residential Units in the Building, whichever is less, to other than bona fide purchasers for occupancy (by the purchaser and/or a Family Member of the purchaser), the principal(s) of Sponsor will provide financially responsible entities or individuals who will assume the obligations of Sponsor for those Units under the Plan and Applicable Law. If Sponsor shall be dissolved or liquidated, the principal(s) of Sponsor shall guarantee the performance of the obligations of Sponsor under the Plan and Applicable Law.

All representations under the Plan, all obligations pursuant to the GBL, and such additional obligations under the Plan which are to be performed subsequent to the First Unit Closing will survive delivery of a deed to a Unit.

The foregoing sets forth the entire extent of the obligations of Sponsor and no other obligations will be implied, except that nothing contained herein will be deemed to limit the rights of Purchasers under their respective Purchase Agreements. Sponsor makes no representations or warranties other than as set forth in this Section. Sponsor will not be liable for any claims or obligated to defend any suits with respect to any Unit arising out of any occurrence taking place on or after the date of the 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 the First Unit Closing, except suits or claims arising out of the acts of Sponsor or the representations made by Sponsor in this Plan.

Obligations of Sponsor hereunder with respect to the Condominium and the Common Elements will be enforceable only by the Condominium Board on behalf of all Unit Owners. In no event will any obligations of Sponsor under this Section be enforceable by individual Unit Owners unless the Condominium Board fails to take reasonable action to enforce such obligations within ninety (90) days following the giving of written notice of such claim by any Unit Owner to the Condominium Board.

Sponsor has not furnished any bond or other security for the performance of its obligations under the Plan. In addition, Sponsor's liability to any Purchaser under the Plan, or to such Purchaser's successors or assigns, or to the Condominium Board with respect to its obligations under the Plan will, in any event, be limited to the net proceeds paid to Sponsor from the sale of the Units after payment of, or reserve for, all costs, expenses and liabilities paid or incurred in connection with the promulgation and consummation of the Plan (including, but not limited to, the offering and sale of the Units and the creation of the Condominium). The foregoing limitation will not be applicable to liability arising from a violation by Sponsor of Article 23-A of the General Business Law.

## CONTROL BY SPONSOR

Until the first meeting of the Unit Owners following the First Unit Closing, the members of the Condominium Board shall consist of three (3) persons appointed by the Sponsor. From and after such first meeting of the Unit Owners, the Condominium Board shall be composed of nine (9) members. The Commercial Unit Owners shall, at all times, as a group, have the right to designate two (2) members of the Condominium Board to represent them on the Condominium Board, which two members represents approximately 22.222% of the 9 member Condominium Board, which percentage is greater than the Common Interest percentage allocated to the Commercial Unit(s) of approximately 3.757%. The balance of the Condominium Board, consisting of seven (7) members, shall be Residential Members. During the Initial Control Period, the Unsold Residential Unit Owners (including Sponsor) shall have the right, as a group, to designate four (4) Residential Members of the Condominium Board who, in the sole discretion of the Unsold Residential Unit Owners (including Sponsor) may (or may not be) related to or affiliated with Sponsor or other Unsold Residential Unit Owners, and the balance of the Residential Members shall be selected by the plurality vote (in accordance with the By-laws) of the Residential Unit Owners (including Sponsor and other Unsold Residential Unit Owners) from among a slate of candidates nominated by one or more Residential Unit Owners not related to or affiliated with Sponsor or other Unsold Residential Unit Owners (each a "**Non-Sponsor Owner**"). There is no restriction on the right of Sponsor and other Unsold Residential Unit Owners to vote for Residential Members who are nominated by Non-Sponsor Owners. After the Initial Control Period, the owners of Unsold Residential Units (including Sponsor) shall have the right, as a group, to designate the following number of members of the Condominium Board: (a) two (2) Residential Members of the Condominium Board for so long as the Common Interests attributable to the Unsold Residential Units, as a group, equals, in the aggregate, more than ten (10%) percent of the Common Interests of all Residential Units and (b) one (1) Residential Member of the Condominium Board, for so long as there are at least two (2) Unsold Residential Units. Accordingly, after the Initial Control Period, Unsold Residential Unit Owners (including Sponsor) shall have the right, as a group, to designate not more than two (2) Residential Members of the Condominium Board who, in the sole discretion of the Unsold Residential Unit Owners (including Sponsor) may (or may not be) related to or affiliated with Sponsor or other Unsold Residential Unit Owners, and the balance of the Residential Members shall be selected by the plurality vote (in accordance with the By-laws) of the Residential Unit Owners (including Sponsor and other Unsold Residential Unit Owners) from among a slate of candidates nominated by one or more Non-Sponsor Owners.

After the expiration of the Initial Control Period, so many of those Residential Members who are related to or affiliated with Sponsor or other Unsold Residential Unit Owners as shall exceed the following applicable number shall resign from the Condominium Board: (x) two (2), so long as the Common Interests attributable to the Unsold Residential Units, as a group, equals more than ten (10.0%) percent of the Common Interests of all Residential Units, (y) one (1), so long as the Common Interests attributable to any Unsold Residential Units, as a group, equals ten (10.0%) percent or less of the Common Interests of all Residential Units, but there are not less than two (2) Unsold

Residential Units and (z) zero, once the number of Unsold Residential Units falls below two (2) units.

The effect of the foregoing is that, from and after the first meeting of Unit Owners and prior to the expiration of the Initial Control Period, three (3) of the seven Residential Members of the Condominium Board (that is, 3 of the total 9 member Condominium Board) shall be elected from among candidates nominated by Non-Sponsor Owners and after the Initial Control Period at least five (5) of the seven Residential Members of the Condominium Board (that is, at least 5 of the total 9 member Condominium Board) shall be elected from among candidates nominated by Non-Sponsor Owners. However, for an indeterminate period after the Initial Control Period, Sponsor will continue to exercise significant control with respect to the composition of the Condominium Board on account of, among other things, (i) Sponsor's right to vote on Residential Members of the Condominium Board from among a slate of candidates nominated by one or more Non-Sponsor Owners (in addition to its right to designate the applicable specified number of Residential Members of the Condominium Board as provided above) and (ii) to the extent that Sponsor or an affiliate of Sponsor shall continue to own the Commercial Unit(s), the right of Sponsor and/or an affiliate of Sponsor, as the owner(s) of the Commercial Unit(s), to designate two (2) members of the Condominium Board as provided above (such right to designate such two members on the part of the Commercial Unit Owners not being affected by whether or not Sponsor or an affiliate of Sponsor shall own the Commercial Unit(s)).

The number of members of the Condominium Board may not be increased without the consent of all Commercial Unit Owners and, so long as there remains at least one Unsold Residential Unit, all Unsold Residential Unit Owners (including Sponsor and all Sponsor Successors). All Residential Members who are not designated or elected by Unsold Residential Unit Owners (including Sponsor) shall be required to own a Residential Unit for so long as they are Residential Members.

In the case where there shall be more than one Commercial Unit Owner, the allocation among the Commercial Unit Owners of the right to designate the two (2) members of the Condominium Board which may be designated by the Commercial Unit Owners as a group, as provided above, will be determined by one or more agreements among the Commercial Unit Owners, which shall have been consented to in writing by the holder(s) of record of any and all mortgages of record on the affected Commercial Unit(s) (collectively, "**Applicable Commercial Unit Mortgagee Consent**"), but the Condominium will not be bound thereby unless such agreements are in writing and a copy thereof and of the Applicable Commercial Unit Mortgagee Consent shall have been delivered to the Condominium Board no later than that date which is one (1) day prior to the date of the particular duly called meeting of the Unit Owners at which the members of the Condominium Board are to be elected or selected. A Commercial Unit Owner which has obtained any Applicable Commercial Unit Mortgagee Consent and which transfers one or more Commercial Units, whether or not such owner retains one or more Commercial Units, may transfer with such Commercial Unit(s) the right to designate up to the lesser of the following (such lesser number, the "**Commercial Unit Transferor Designation Number**"): (A) the number of members of the Condominium Board which all Commercial Unit Owners

as a group may designate, as provided above and (B) the number of members of the Condominium Board that the transferring Commercial Unit Owner had the right to designate immediately prior to such transfer. Any such transferring Commercial Unit Owner retaining one or more Commercial Units may retain the right to designate a number of the Board members equal to the difference between the Commercial Unit Transferor Designation Number applicable to such transferor and the number of Board members which such transferor assigned the right to designate to the transferee. Once a transferee of a Commercial Unit has received from the transferor of such Unit the right to designate one or more members of the Condominium Board, then neither the consent nor the approval of the transferor, any of the transferor's successor or assigns nor the Condominium Board shall be required for such transferee's further assignment of such right to designate member(s) of the Condominium Board to any new transferee of a Commercial Unit from such original transferee (but subject to compliance by such original transferee with the foregoing provisions of this paragraph pertaining to transfer by such original transferee of the right to designate members of the Condominium Board). A purchaser at foreclosure or deed in lieu of foreclosure with respect to a Commercial Unit shall automatically acquire the rights of the (former) owner of such Commercial Unit to designate members of the Condominium Board.

In the case where there shall be more than one Unsold Residential Unit Owner, the allocation among the Unsold Residential Unit Owners (including Sponsor) of the right of the Unsold Residential Unit Owners, as a group, to designate Residential Members of the Condominium Board, as provided above, will be determined by one or more agreements among the Unsold Residential Unit Owners, which shall have been consented to in writing by the holder(s) of record of any and all mortgages of record on the affected Unsold Residential Unit(s) (collectively, "**Applicable Unsold Residential Unit Mortgagee Consent**"), but the Condominium will not be bound thereby unless such agreements are in writing and a copy thereof and of the Applicable Unsold Residential Unit Mortgagee Consent shall have been delivered to the Condominium Board no later than that date which is one (1) day prior to the date of the particular duly called meeting of the Unit Owners at which the members of the Condominium Board are to be elected or selected. An Unsold Residential Unit Owner (including Sponsor) which has obtained any Applicable Unsold Residential Unit Mortgagee Consent and which transfers one or more Unsold Residential Units, whether or not such owner retains one or more Unsold Residential Units, may transfer with such Unsold Residential Unit(s) the right to designate up to the lesser of the following (such lesser number, the "**Unsold Residential Unit Transferor Designation Number**"): (A) the number of Residential Members of the Condominium Board which all Unsold Residential Unit Owners (including Sponsor) as a group may designate, as provided above and (B) the number of Residential Members of the Condominium Board that the transferring Unsold Residential Unit Owner had the right to designate immediately prior to such transfer. Any such transferring Unsold Residential Unit Owner retaining one or more Unsold Residential Units may retain the right to designate a number of the Residential Members of the Condominium Board equal to the difference between the Unsold Residential Unit Transferor Designation Number applicable to such transferor and the number of Residential Members of the Condominium Board which such transferor assigned the right to designate to the transferee. Once a transferee of an Unsold Residential Unit has received from the transferor of such Unit the right to designate one

or more Residential Members of the Condominium Board, then neither the consent nor the approval of the transferor, any of the transferor's successor or assigns nor the Condominium Board shall be required for such transferee's further assignment of such right to designate member(s) of the Condominium Board to any new transferee of an Unsold Residential Unit from such original transferee (but subject to compliance by such original transferee with the foregoing provisions of this paragraph pertaining to transfer by such original transferee of the right to designate Residential Members of the Condominium Board). A purchaser at foreclosure or deed in lieu of foreclosure with respect to an Unsold Residential Unit shall automatically acquire the rights of the (former) owner of such Unsold Residential Unit to designate Residential Members of the Condominium Board.

As long as Unsold Residential Unit Owners (including Sponsor) continue to own at least twenty-five percent (25%) of the Residential Units during the five (5) years following the First Unit Closing, the Condominium Board will not be permitted, without the prior written consent of a Majority in Common Interest of Unsold Residential Unit Owners to:

(a) make any addition, alteration or improvement to the Common Elements or to any Unit, unless required by Applicable Law;

(b) assess any Common Charges or special assessments for the creation or replacement of, or the addition to, all or any part of a reserve, contingency or surplus fund in excess of the lesser of (i) five percent (5%) in the aggregate of the estimated General Common Expenses and Residential Limited Common Expenses for any one (1) fiscal year of operation or (ii) the maximum assessment permitted under Applicable Law;

(c) increase the number or change the type of employees from that described in the First Year Budget;

(d) enter into any service or maintenance contracts for work not covered in the First Year Budget;

(e) borrow money on behalf of the Condominium; or

(f) exercise a right of first refusal to lease or purchase a Unit.

Notwithstanding the foregoing, the Unsold Residential Unit Owners (including Sponsor) may not may exercise a veto over expenditures which: (i) conform to the First Year Budget and are for the period covered by the First Year Budget; or (ii) are required to comply with Applicable Law, including expenditures required to cure any notices of violations; or (iii) are necessary to remedy any work order by an insurer which is the responsibility of the Condominium Board to remedy. See "**Rights and Obligations of Condominium Board/Summary of By-Laws**."

# RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND CONDOMINIUM BOARD; SUMMARY OF BY-LAWS

## Rights and Obligations of Unit Owners

### Common Interest

Each Unit has been allocated a percentage ownership of the Common Elements of the Condominium (a "Common Interest") in accordance with New York Real Property Law Section 339-i subdivision 1.(iv) based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. Every Unit Owner will be responsible for his proportionate share of the General Common Expenses of the Condominium, based upon the Common Interest of his or her Unit. Each Unit Owner will have the same proportionate share of any common profits of the Condominium or any distribution upon termination or condemnation of the Condominium.

### Description of Unit

A Unit Owner will obtain fee title to the Unit, subject to the Permitted Encumbrances. Generally, each Unit is measured: (1) vertically from the top of the concrete slab below the Unit to the bottom of the concrete slab above the Unit; and (2) horizontally by (a) the exterior face of the brickwork constituting the exterior walls of the Building bounding the Unit, (b) the exterior face of interior walls and partitions separating the Unit from Common Elements (if any) and (c) the center line of walls separating the Unit from other Units. Each Unit includes and each Unit Owner is responsible for the door and windows opening from the Unit. References in this paragraph to the exterior face are from the perspective of a person standing within the Unit. For a detailed description of the Unit to be conveyed, see **"Declaration"** and **"Floor Plans"** in Part II of the Plan. Each Commercial Unit will include, without limitation, (1) all related Facilities located within the Commercial Unit exclusively serving the Commercial Unit and (2) where any portion of a Commercial Unit includes more than one story in height, any mezzanine levels within such space.

### Description of Common Elements

The Common Elements of the Condominium consist of the entire Property other than the Units. A Unit Owner will have an undivided interest in all of the Common Elements. The Common Elements may not be divided or partitioned except as provided in the Condominium Act.

The Common Elements consist of the General Common Elements and the Limited Common Elements. The Limited Common Elements of the Condominium consist of those Common Elements that serve or benefit exclusively (a) the Residential Units, the Storage Units or the Residential Unit Owners (in which event they are called "Residential Limited

Common Elements"), (b) the Commercial Units or the Commercial Unit Owners (in which event they are called "Commercial Limited Common Elements") and (c) from and after any subdivision of the Commercial Unit into more than one Unit, those Commercial Limited Common Elements which serve one or more but not all of the Commercial Units or the Commercial Unit Owners (in which event they are referred to as "Individual Commercial Limited Common Elements").

The General Common Elements are all of the Common Elements exclusive of the Limited Common Elements and include generally (even if within the dimensions of a Unit) the following: (a) the Land; (b) all foundations, columns, girders, concrete floor slabs, ceilings, supports and interior load bearing walls, together with those portions of the exterior walls of the Building beyond the Unit side of the glass or concealed block work or concealed structural members of those units; (c) to the extent not expressly part of a Unit or a Limited Common Element, the roofs of the Building (excluding the Residential Terraces) and all walls and partitions separating Units from the Common Elements; (d) the Common Plazas, (e) the Service Court Areas and Vehicular Gates (to the extent located within the Property), (f) the loading docks, (g) the electric meters, gas meters, water meters, electric closets (except to the extent serving only the Residential Section or only the Commercial Section), electric, gas and water feeders and risers, the water tower(s) and the sprinkler system, (h) cooling tower rooms , (i) the outdoor planter areas throughout the Property (except for planters within (or surrounded by) the Residential Terraces, as designated on the Floor Plans as Residential Limited Common Elements) and (j) any other Facilities in the Building which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of both the Commercial Section (or portions thereof) and the Residential Section (or portions thereof) and which are not a part of any Unit or any Limited Common Element and (k) all Units which may hereafter be acquired and held by the Condominium Board on behalf of all Unit Owners but only while so held; and (l) all parts of the Property other than the Units and the Limited Common Elements.

Limited Common Elements

The Residential Limited Common Elements consist of, among other things, the following: (i) the Main Lobbies, (ii) the Residential Plazas, (iii) the Residential Terraces, (iv) the Residential Elevators, (v) kitchen and bathroom exhaust ducts, corridor and Residential Unit supply air ducts and all other Facilities in the floors and ceilings serving or benefitting exclusively the Residential Section, (vi) the pram room or bicycle rooms located in the west wings of, respectively, Ruppert Level L and Yorkville Level L, (vii) the rooms and Facilities located as follows: 1) residential compactor rooms located on Ruppert Level A and Yorkville Level A and the chutes serving same and (2) residential mailboxes located on Rupert Level L and Yorkville Level L, (viii) all windows in the Residential Section other than windows which are part of a Residential Unit, (ix) the outdoor trash or refuse containers and recycling containers, servicing generally the Residential Section, located from time to time within or in the general vicinity of the loading docks at the Building (but excluding the land underneath such containers) and all equipment ancillary thereto whether or not located in such vicinity, including, without limitation, compactor equipment and equipment for disposal or removal from the Property of the trash, refuse and/or recyclable materials deposited in such containers (collectively, the "Refuse Disposal Equipment"), (x) electric

closets serving only the Residential Section, (xi) all passages, hallways and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which are not Residential Units, Storage Units or part of the Commercial Units, Commercial Limited Common Elements, Individual Commercial Limited Common Elements or General Common Elements, (xii) all other Facilities exclusively serving the Residential Section, excluding the Residential Units, the Storage Units, the Commercial Units, the Commercial Limited Common Elements, any Individual Commercial Limited Common Elements and the General Common Elements and which are necessary or convenient for the existence, maintenance, operation or safety of the Residential Section.

The Commercial Limited Common Elements consist of, among other things, the following: (i) duct work, including exhaust ducts, corridor and Commercial Unit supply air ducts and all other HVAC and electric and similar Facilities serving or benefitting exclusively the Commercial Section, (ii) all windows in the Commercial Section other than windows which are part of a Commercial Unit, (iii) the Commercial Elevators (iv) the Outdoor Parking Areas (excluding the Service Court Areas and the Vehicular Gates), (v) electric closets serving only the Commercial Section, (vi) all passages, hallways and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which are not Commercial Units, Residential Units, Storage Units, the Residential Limited Common Elements or General Common Elements, (vii) all remaining Facilities exclusively serving the Commercial Section, excluding the Commercial Units, the Residential Units, the Storage Units, the Residential Limited Common Elements and the General Common Elements, which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Commercial Section.

The Residential Limited Common Elements are restricted for use only by Residential Unit Owners and their tenants, guests and invitees only, subject to certain easements and other rights in favor of the Commercial Unit Owners and the Condominium Board as set forth below and in the Declaration and the By-laws. The Commercial Limited Common Elements are restricted for use only by Commercial Unit Owners and their tenants, guests and invitees only, subject to certain easements and other rights in favor of the Residential Unit Owners and the Condominium Board as set forth below and in the Declaration and the By-laws.

Sales and Leases of Units

Unless approved by the Condominium Board in its sole discretion, no Residential Unit Owner, other than Sponsor, an Unsold Residential Unit Owner or their designees, may enter into a lease for a Residential Unit or any other agreement or arrangement (involving the payment of money or other consideration) for the occupancy or permitting the occupancy of a Residential Unit, in each case, for a term or period of less than one (1) year, not including any renewal terms or renewal periods that may be provided for. The foregoing one year requirement is referred to herein as the "Minimum Lease Term Requirement."

Any Residential Unit Owner may sell or lease his or her Residential Unit or Storage Unit (which, in the case of a lease, shall comply with the Minimum Lease Term

Requirement), provided he or she first gives the Condominium Board notice of his or her intention to sell or lease such Unit and an opportunity to purchase or lease such Unit, as the case may be, at the same price or rental and on the same terms as are offered in good faith by a prospective purchaser or lessee, as the case may be, as more specifically provided in the By-Laws. If the Condominium Board does not elect to purchase or lease such Unit, as the case may be, by giving written notice as provided in the By-Laws to such Unit Owner within fifteen (15) days after receipt of the Unit Owner's notice of intention to sell or lease described above, then the Unit Owner will have a period of ninety (90) days to enter into a written agreement with the prospective purchaser or lessee, as the case may be, embodying the terms set forth in the notice. If such written agreement is not executed by the Unit Owner within the ninety (90) day period, or the sale or lease, as the case may be, is not consummated on or before the intended closing date, or commencement date of the term of the lease which, as the case may be, is provided in the notice, then the Unit Owner will be required to offer again the Unit first to the Condominium Board as described above before entering into such sale or lease. The terms of any such lease, including the rent, will be subject to any applicable state and local laws.

The Condominium Board may exercise its option to purchase or lease any Unit as provided above without prior approval of a Majority in Common Interest of Unit Owners. If the Condominium Board elects to exercise such right of first refusal, the purchase of any Unit by the Condominium Board or its designee, on behalf of all Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Condominium Board. If the funds in such account are insufficient to effectuate any such purchase, the Condominium Board may levy an assessment against each Unit Owner, pro rata in accordance with the Common Interest of such Unit's Owner's Unit, as a General Common Charge, and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit, provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its "Appurtenant Interest" (as such term is defined in the Declaration).

While held by the Condominium Board, such Units may be used for any purpose permitted by law for which such Unit may be used pursuant to the Declaration and the By-Laws. The Condominium Board may sublet any such Unit which is so leased without the consent of the landlord. Any Unit which is acquired and held by the Condominium Board on behalf of all Unit Owners shall become part of the General Common Elements, but only while so held. If any Unit shall be acquired by the Condominium Board, or its designee, on behalf of some or all Unit Owners, as tenants in common, then all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit. The Condominium Board has the power to sell, lease, mortgage, or otherwise deal with any Unit acquired by the Condominium Board or its designee, on behalf of all Unit Owners, but shall not have the power to cast the votes appurtenant to such Unit. Any proceeds of the disposition of a Unit will be received by the Condominium Board for all Unit Owners.

The owner of a Residential Unit occupied by a Non-Purchasing Tenant who transfers ownership to such Unit will cause such Non-Purchasing Tenant and the Condominium Board to receive prompt notification of such transfer of ownership (other

than in the case of a transfer to the Non-Purchasing Tenant with respect to such Unit) and the Condominium Board is required to retain and make available such information to affected Non-Purchasing Tenants.

The Condominium Board may not discriminate against any person for any reason proscribed by applicable civil rights laws.

The sale and lease restrictions described above shall not apply to (A) any Commercial Unit, (B) any Unsold Residential Unit, (C) any Residential Unit or Storage Unit which is owned by (1) the Sponsor, any Sponsor Successor or any Unsold Residential Unit Owner or any designee thereof or (2) the Condominium Board, or (D) the sale, transfer or lease of a Unit to or by a mortgagee or its nominee, including, without limitation, a foreclosure sale, (E) any Unit transferred by the Unit Owner thereof to his or her spouse, adult child, parent, adult sibling or to any affiliate of the Unit Owner; or (F) any Unit transferred by a Unit Owner by gift, devise, will or intestacy; provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit subject to, the sale and lease restrictions described above.

Notwithstanding the foregoing, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than any mortgages) are paid and satisfied at or prior to closing. The foregoing provision is inapplicable to a conveyance to (i) a purchaser at a foreclosure sale brought by a Permitted Mortgagee with respect to a Unit covered by a Permitted Mortgage or (ii) a conveyance of a Unit by deed in lieu of foreclosure to a Permitted Mortgagee or its nominee. However, a sale by a Permitted Mortgagee or its nominee to a bona fide purchaser shall not be deemed to be a sale to a nominee and any conveyance by such bona fide purchaser shall again be subject to the requirement that all Common Charges and liens against the Unit must be paid or satisfied at or prior to closing.

A conveyance of a Unit by a Unit Owner must include the appurtenant Common Interest for such Unit.

Restrictions on Occupancy and Use

The Rules and Regulations annexed to the By-Laws provide, in part, as follows:

(i) No pets (including without limitation, a dog, cat or bird) may be kept in a Residential Unit (or Storage Unit) without the consent of the Board or the Managing Agent; provided that a dog, cat or bird, as the case may be, may be kept in a Residential Unit if a dog, cat or bird, as the case may be, was previously permitted by Sponsor under the express terms of a lease or lease renewal (or rider thereto) covering such Residential Unit entered into or which went into effect prior to the First Unit Closing (as defined in the Plan). Each Residential Unit Owner who keeps any type of pet in his or her Unit will be required to (a) indemnify and hold harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all reasonable Rules and Regulations of the Condominium adopted with respect thereto. The Condominium Board may require that pet owners enter into an agreement

with the Board confirming such owners' obligations with respect to their pets and, in any event, the Condominium Board may require the removal of a pet which causes a nuisance, health hazard or unsanitary condition.

(ii) no sign shall be affixed by any Residential Unit Owner (other than Sponsor, an Unsold Residential Unit Owner or their designees) on any part of the outside of the Building, and also no awnings, aerials or other projections shall be attached by any Residential Unit Owner to the outside of the Building, and no blinds, shades or screens shall be used by any Residential Unit Owner on the exterior of any window or door of any Residential Unit or Storage Unit, or shall be visible through the exterior windows of any Residential Unit, without, in each case, the prior written consent of the Condominium Board, which consent shall not be unreasonably withheld or delayed; The foregoing provisions shall not be applicable to Sponsor, any Unsold Residential Unit Owner or their designees.

(iii) As provided in the Declaration, each Residential Unit may be used only for dwelling purposes and such "home occupation" use under the Zoning Resolution of the City of New York as may be permitted by law, as provided in the Declaration, the certificate of occupancy for the Building, and applicable zoning law, except that the Sponsor and any affiliates of the Sponsor shall have the right, without charge, (a) to have a general or sales office in one or more Units or elsewhere on the site, to use one or more Units as models and for other promotional purposes in connection with the sale or lease of Units; (b) to have its employees, contractors and sales agents present on the site; and (c) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to comply with their obligations under this Plan.

(iv) Residential Unit Owners shall not cause or permit any disturbing noises or objectionable odors from their Residential Units or Storage Units, or permit or keep in their Residential Units or Storage Units any inflammable, combustible or explosive material, chemical or substance (except as required in normal professional and business use);

(v) the Commercial Units and Commercial Section may be used for any lawful purpose. SUCH USE MAY BE NOISY, CAUSE HEAVY TRAFFIC AND NEED NOT NECESSARILY BE COMPATIBLE WITH THE RESIDENTIAL CHARACTER OF THE BUILDING. Notwithstanding the foregoing, the Commercial Units may not be used for (i) the sale or display of pornographic photographs, magazines, movies or videotapes or as a so-called rubber goods shop or (ii) any nude or semi-nude live performances or nude modeling or as a sex club or massage parlor.

(vi) except as provided otherwise in the Declaration, the General Common Elements and Residential Limited Common Elements shall not be obstructed or encumbered by refuse or otherwise and the General Common Elements and Residential Limited Common Elements shall not be altered or affected by any Unit Owner without the prior written consent of the Condominium Board.

Each of Sponsor, its designees and the Commercial Unit Owners shall have the right, without the consent of the Condominium Board or any Unit Owner, to seek to amend the certificates of occupancy for the Building and/or obtain any required special permit, other permit, zoning variance or other variance, in order to permit changes to the permitted use(s) of the Commercial Units or to eliminate restrictions on such use and such change of use shall not require the consent of the Condominium Board or any Unit Owner.

There are no restrictions on occupancy of any Unit applicable to Units owned by corporations, partnerships, limited liability companies or other entities or fiduciaries, which, by virtue of such form of ownership, are in addition to those restrictions applicable to individual Unit Owners.

Further restrictions on the use of Units are set forth in the Declaration, By-Laws and in the Rules and Regulations reproduced in Part II of the Plan.

Mortgage of Units by Unit Owners

Each Unit Owner may mortgage his or her Unit provided that the Condominium Board is notified in writing as provided in the By-Laws of the making of such mortgage and the Condominium Board receives a conformed copy of the note and mortgage. The By-Laws provide certain special rights to the holder of a Permitted Mortgage against a Unit.

Common Charges - Determination and Assessment

The Condominium Board determines the amount of General Common Expenses (which are paid by both the Residential Unit Owners and the Commercial Unit Owners) and the Residential Common Expenses (which are paid for solely by the Residential Unit Owners). General Common Expenses include, without limitation, the expenses of maintaining and operating the General Common Elements and certain of the types of expenses set forth in Schedule B, which covers the First Year of Condominium Operation. In the discretion of the Condominium Board, the General Common Expenses may also include monies needed to establish reserves, working capital and other sums necessary to carry on the affairs of a condominium. Residential Common Expenses include, without limitation, the expenses of maintaining and operating the Residential Limited Common Elements and certain of the types of expenses set forth in Schedule B as they pertain only to the Residential Units, the Residential Limited Common Elements, the Storage Units or the Residential Unit Owners. Residential Common Expenses include, without limitation, (i) the expenses of maintaining and operating the Residential Limited Common Elements, (ii) the cost of staff necessary for the operating, repair and maintenance of the Residential Limited Common Elements, (iii) such amounts as the Condominium Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Residential Limited Common Elements, (iv) all expenses associated with the Superintendent's Unit or any other Residential Unit used as the residence of any building superintendent, including, without limitation, (1) all Common Charges and real estate taxes attributable to the Superintendent's Unit or such other Residential Unit, as the case may be, (2) debt service on any note and mortgage given by the Condominium Board as part of the purchase price of such Superintendent's Unit or

such other Residential Unit, (3) electricity, gas, telephone and any other utilities consumed in such Superintendent's Unit or such other Residential Unit and (4) all costs and expenses for the repair, maintenance, alteration and improvement of such Superintendent's Unit or such other Residential Unit. In the discretion of the Condominium Board, the Residential Common Expenses may also include reserves, working capital and other sums necessary to carry on the affairs of the Residential Section.

Notwithstanding anything to the contrary contained in the Plan, the Commercial Unit Owners shall not bear any share of the cost of any employee of the Condominium except only that they shall bear a pro rata share (in accordance with the respective Common Interests of their respective Commercial Units) of the cost of one non-resident superintendent and one handyman but not any other employee.

The Commercial Common Expenses are determined and collected by the Commercial Unit Owners and cover the expenses of maintaining and operating the Commercial Limited Common Elements.

The Common Expenses set forth in Schedule B do not include maintenance, repairs or decoration of any of the Units or any portions thereof, payments required pursuant to the terms of the Unit Owners' mortgages and real estate taxes covering the individual Units. However, until the Units are separately assessed, all real estate taxes with respect to the Property will be treated as a General Common Expense. See Footnote 9 to Schedule A and "**Unit Closing Costs and Adjustments.**" The fact that a Unit Owner may have established escrow deposit(s) with such Unit Owner's mortgage lender for the payment of real estate taxes by such mortgage lender with respect to such Unit Owner's Unit, shall not release such Unit Owner from such Unit Owner's responsibility to timely pay (or cause its mortgage lender to pay), by such date as may be determined by the Condominium Board, such Unit's pro rata portion (based upon such Unit's Common Interest) of such portion of the General Common Charges assessed for the purpose of payment of real estate taxes. If, prior to the separate assessment of the Units for real estate tax purposes, the Condominium Board shall fail to timely pay all or any portion of the real estate taxes levied with respect to the Property, Sponsor and each other Unsold Residential Unit Owner shall have the right (but not the obligation) to pay such taxes not timely paid and the Condominium Board shall reimburse Sponsor or other Unsold Residential Unit Owner, as the case may be, upon demand, for the amount of such taxes so paid, plus interest thereon until paid in full, at a rate of interest equal to prime rate as announced from time to time by Citibank, N.A.

The Condominium Board may commence to assess General Common Charges and Residential Common Charges upon the First Unit Closing or at any subsequent date as in its sole discretion it may determine. The aggregate of the estimated General Common Charges and Residential Common Charges projected for the First Year of Condominium Operation which will be collected monthly by the Condominium Board (based on the General Common Expenses and Residential Common Expenses as estimated in Schedule B) are set forth on Schedule A. However, additional services which the Unit Owners may desire or other factors can increase these charges. Each Unit Owner will be required to pay a portion of the General Common Expenses in accordance

with the respective Common Interest of such owner's Unit (except as otherwise provided in Schedule B, the Declaration or the By-Laws). Each Residential Unit Owner shall, in addition, be required to pay a portion of the Residential Common Expenses in accordance with the Percentage of Residential Common Interest of such owner's Residential Unit or Storage Unit, as the case may be.

At least annually the Condominium Board will prepare and furnish to the Unit Owners a budget for General Common Expenses and a budget for Residential Common Expenses. The Condominium Board will assess in advance General Common Charges against each Unit Owner to meet General Common Expenses and will assess in advance Residential Common Expenses against each Residential Unit Owner to meet Residential Common Expenses.

Notwithstanding anything to the contrary set forth in the Plan, if a Unit Owner owns more than one Unit, such Unit Owner shall have the right to designate, by notice to the Condominium Board or its Managing Agent, how a payment of Common Charges or a special assessment (or installment thereof), as the case may be, shall be allocated and credited as among the Units owned by such Unit Owner, which designation shall be binding upon the Condominium Board, provided that notice of such designation is received by the Condominium Board or its managing agent either with such payment or by separate notice received no later than fifteen (15) days after receipt of payment.

The provisions of the By-laws concerning allocation of the costs of electricity, gas and water (and appurtenant sewer charges) (collectively, the "Utilities" and, individually, a "Utility")) consumed at the Building (including, without limitation, in the Units and in the Common Elements) are set forth in Article V, Section 16 of the By-laws and are summarized below. However, for purposes of the projection set forth in the Projected Budget for the First Year of Condominium Operation as set forth in "**Schedule B: Projected Budget for First Year of Condominium Operation**", it is assumed that the provisions of the paragraph immediately following shall apply during the First Year of Condominium Operation, that is, that the Commercial/Residential Utilities Severance Condition (as defined below; requiring certain metering or submetering) shall not be met prior to or during the First Year of Condominium Operation. Sponsor is under no obligation to cause such condition to be satisfied at any time. Whenever reference is made above to payment of costs of Utilities, such costs are deemed to include, without limitation all utility taxes, surcharges and other taxes and charges relating thereto, including, without limitation, the costs of the utility commodity and all additional fees and charges for delivery, distribution or transport of the utility commodity.

The Condominium Board is to promptly pay all of the cost of Utilities consumed at the Property, exclusive of any Direct Metered Utility Consumption (the "Non-Direct Metered Consumption). Except as otherwise specifically provided below and regardless of any submetering or direct metering that may exist from time to time (except as otherwise specifically provided below, the cost of such Utilities (exclusive of the Direct Metered Utility Consumption, as defined below) shall be a General Common Expense and borne by all Unit Owners in accordance with the respective Common Interests of their respective Units. However, the cost of all Direct Metered Utility Consumption (i) with respect to a particular

Unit shall be paid by the owner of such Unit directly to the applicable supplier(s) of the Utility or Governmental Authority payee, as the case may be, (ii) with respect to the Residential Limited Common Elements, if any, shall be a Residential Common Expense and paid by the Residential Unit Owners in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units and (iii) with respect to the Commercial Limited Common Elements, if any, shall be a Commercial Common Expense and paid by the Commercial Unit Owners in accordance with the respective Percentages of Commercial Common Interest of their respective Commercial Units. As of the Filing Date, the only Direct Metered Utility Consumption was the water consumed at the health club (located within the Commercial Unit).

As used herein, the following terms shall have the respective meanings given them below:

(a) "Direct Metered Utility Consumption"shall mean the consumption of a Utility within a Unit, Residential Limited Common Elements or Commercial Limited Common Elements, as the case may be, the consumption of which is directly metered and billed by the utility supplier (or Governmental Authority payee) to the owner(s) of such Unit or the party (including, without limitation, a tenant) consuming such Utility, as the case may be.

(b) "Commercial/Residential Utilities Severance Condition" shall mean the separate metering by submetering and/or direct metering of all of the Utilities with respect to each of the following as a group (1) the entire Residential Section, (2) the entire Commercial Section and (3) the General Common Elements. Unless all Utilities shall be separately metered (submetered and/or direct metered) as to each of the foregoing groups, the Commercial/Residential Utilities Severance Condition shall not be deemed to have been met. Surveys of utility usage by any utility consumption expert or otherwise shall not be accepted as a substitute for actual metering and shall have no affect on the allocation of the costs of Utilities.

(c) "Commercial Section Utilities Consumption" shall mean the amount of one or more Utilities (as the context requires) consumed within the Commercial Section.

(d) "Residential Section Utilities Consumption" shall mean the amount of one or more Utilities (as the context requires) consumed within the Residential Section.

(e) "Individual Commercial Metered Condition" shall mean the separate and complete metering by submetering and/or direct metering, with respect to a particular Utility, of each of the respective Commercial Units. The Individual Commercial Metered Condition may be satisfied as to one or more Utilities but will not be deemed satisfied unless the Commercial/Residential Utilities Severance Condition shall also be satisfied (as to all Utilities). Surveys of utility usage by any utility consumption expert or otherwise shall not be accepted as a substitute for actual metering and shall have no affect on the allocation of the costs of Utilities.

(f) "Individual Residential Metered Condition" shall mean the separate and complete metering by submetering and/or direct metering of each of the respective Residential Units (and Storage Units, if applicable) with respect to all of the Utilities. The Individual Residential Metered Condition will not be deemed satisfied unless the

Commercial/Residential Utilities Severance Condition shall also be satisfied. Surveys of utility usage by any utility consumption expert or otherwise shall not be accepted as a substitute for actual metering and shall have no affect on the allocation of the costs of Utilities.

If and when the Commercial/Residential Utilities Severance Condition shall be satisfied, however,

(1) All Unit Owners shall pay, to the Condominium Board within fifteen (15) days after billed, in accordance with the respective Common Interests of their respective Units, the cost of the Utilities consumed within the General Common Elements (including without limitation the cooling towers located therein);

(2) The Residential Unit Owners shall pay, to the Condominium Board within fifteen (15) days after billed, in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units, the cost of the Residential Section Utilities Consumption, exclusive of any Direct Metered Utility Consumption of the Residential Units (and each Residential Unit Owner shall pay, if applicable, the cost of any Direct Metered Utility Consumption consumed within such owner's Residential Unit (and Storage Unit, if applicable) directly to the applicable supplier(s) of the Utility or Governmental Authority payee, as the case may be); provided, however, that if and when the Individual Residential Metered Condition shall be met with respect to all of the Utilities,

(i) the Residential Section Utilities Consumption of each Utility within each Residential Unit (or Storage Unit, if applicable) shall be paid for solely by the owner of such Residential Unit (or Storage Unit, if applicable) in accordance with actual submetered (or direct metered) consumption of such Unit, such payment to be made to the Condominium Board (within fifteen (15) days after billed) or directly to the applicable supplier of such Utility (or Governmental Authority payee), as the case may be; and

(ii) the cost of such Utility consumed within the Residential Limited Common Elements shall be paid by all Residential Unit Owners in accordance with the respective Percentages of Residential Common Interests of their respective Residential Units and Storage Units.

(3) The Commercial Unit Owners shall pay, in accordance with the respective Percentages of Commercial Common Interest of their respective Commercial Units, the cost of the Commercial Section Utilities Consumption, exclusive of any Direct Metered Utility Consumption of the Commercial Units (and each Commercial Unit Owner shall pay, if applicable, the cost of any Direct Metered Utility Consumption consumed within its Commercial Unit directly to the applicable supplier(s) of the Utility or Governmental Authority payee, as the case may be); provided, however, that if and when the Individual Commercial Metered Condition shall be met with respect to a particular Utility,

(i) the Commercial Section Utilities Consumption of such Utility within each Commercial Unit shall be paid for solely by the owner of such Commercial Unit in accordance with actual submetered (or direct metered) consumption of such Unit, such payment to be made to the Condominium Board (within fifteen (15) days after billed) or directly to the applicable supplier of such Utility (or Governmental Authority payee), as the case may be; and

(ii) the cost of such Utility consumed within the Commercial Limited Common Elements shall be paid by all Commercial Unit Owners in accordance with the respective Percentages of Commercial Common Interest of their respective Commercial Units.

The Condominium Board will have the right, power and authority to (1) effect submetering (or direct metering) of the Utilities as required to meet the Commercial/Residential Utilities Severance Condition and the cost of such submetering (and/or direct metering) shall be a General Common Expense, to be borne by all Unit Owners in accordance with the respective Common Interests of their respective Units, (2) effect submetering (and/or direct metering) as required to meet the Individual Residential Metered Condition with respect to the Utilities and the cost of such submetering (and/or direct metering) shall be a Residential Common Expense, to be borne by all Residential Unit Owners in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units and (3) at the request of a Commercial Majority in Interest or the Commercial Board, as the case may be, effect submetering (and/or direct metering) as required to meet the Individual Commercial Metered Condition with respect to one or more Utilities and the cost of such submetering (and/or direct metering) shall be a Commercial Common Expense, to be borne by all Commercial Unit Owners in accordance with the respective Percentages of Commercial Common Interest of their respective Commercial Units. No Residential Unit Owner shall have the right, without the prior written consent of the Condominium Board, to cause his or her Residential Unit (or Storage Unit, if applicable) to be submetered or directly metered as to any Utility. The Commercial Majority in Interest (or Commercial Board, as the case may be) shall have the full right, power and authority, without the consent of the Condominium Board or any Unit Owner, to effect submetering and/or direct metering of one or more Utilities (including, without limitation, electricity) with respect to all or any portion of the Commercial Section; provided, however, that (i) such submetering (and/or direct metering) unless done at the request of the Condominium Board or in connection with effecting the Commercial/Residential Utilities Severance Condition, shall be a Commercial Common Expense and (ii) such submetering (and/or direct metering) shall not affect the allocation of the costs of Utilities except as expressly provided in Article V, Section 16 of the By-laws. Each Commercial Unit Owner will have the right, at its sole cost and expense, to effect submetering and/or direct metering of its Commercial Unit or any portion thereof) without the consent of the Condominium Board or any Unit Owner and any difference in cost between the cost paid by a Commercial Unit Owner for a Utility and the cost therefor charged to any tenant or occupant of any portion of such Commercial Unit shall be the property of such Commercial Unit Owner and neither the Condominium Board nor any other Unit Owner shall have any right to share in any such profit or difference in cost.

A Unit Owner shall not exceed the capacity of existing electrical feeders, risers or wiring installations and shall not use any electrical equipment which, in the reasonable opinion of the Condominium Board, will overload such feeders, risers or installations. Notwithstanding the foregoing, one or more Commercial Unit Owners shall have the right to install additional electric feeders, risers, wiring installations, equipment and/or Facilities so as bring additional electrical capacity or power to their respective Commercial Units and/or the Commercial Limited Common Elements; provided that (i) the cost of such feeders, risers, installations, equipment and Facilities shall be borne solely by such Commercial Unit Owners and (ii) all electricity delivered by such feeders, risers, installations, equipment and/or Facilities shall be separately metered and the costs thereof shall be borne by such respective Commercial Unit Owners. The Condominium Board may also elect to bring additional electrical capacity or power to the Building (including, without limitation, by the installation of additional electric feeders, risers, wiring installations, equipment and/or Facilities) to service the Residential Section, in which case (i) the cost of the installation of such additional capacity, feeders, risers, installations, equipment and Facilities shall be borne by the Residential Unit Owners as a Residential Common Expense and (ii) the cost of all electricity delivered by such feeders, risers, installations, equipment and/or Facilities shall be borne by the Residential Unit Owners in accordance with their respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units; subject, however, to the above provisions which apply from and after the satisfaction of the Individual Residential Metered Condition.

Prior to the effectuating of the metering and other requirements of the Commercial/Residential Severance Condition, the By-laws permit, under certain circumstances, adjustments to a Commercial Unit Owner's share of the cost of all Utilities consumed at the Building for a particular period based upon surveys of consumption within the Commercial Unit conducted by a qualified independent expert. The relevant provisions of the By-laws are contained in Section 16(f) of Article V, which provides as follows:

(1) Notwithstanding anything to the contrary contained in this Section 16, if, based upon the results of surveys of consumption of not less than all the Utilities as conducted by a qualified independent expert for each Utility retained by the Condominium Board (collectively, the "**Condominium Board Utility Expert**"), the sum of :

(A) the total cost of all Utilities as a whole consumed during a Reassessment Period (defined below) within a particular Commercial Unit, but excluding, however, all Direct Metered Utility Consumption with respect to such Commercial Unit and

(B) the pro rata share (based on such Commercial Unit's Percentage of Commercial Common Interest) of the total cost of all Utilities consumed within the Commercial Limited Common Elements during such Reassessment Period (the sum of the total costs under clause "(A)" above and this clause "(B)," the "**Total Commercial Unit's Utilities Cost**")

shall exceed the total amount required to be paid to the Condominium Board with respect to such Commercial Unit (based upon its Common Interest percentage as provided above) on account of all Utilities with respect to such Reassessment Period (the "**Total Utilities Payment**"), the difference shall be payable by the owner of such Commercial Unit within 60 days after demand by the Condominium Board therefor (a "**Board Utilities Payment Demand**"), which demand shall include all survey results, supporting documentation and such other documentation as such owner may reasonably request, unless the Commercial Unit Owner shall, prior to the expiration of such 60 day period, give notice to the Condominium Board of a Commercial Unit Owner Utilities Cost Challenge (defined below) and provides the determination of the Commercial Unit Owner Utility Expert (defined below) as to Total Commercial Unit's Utilities Cost for the applicable Reassessment Period not more than120 days after the giving of the Board Utilities Payment Demand. However, if the Total Utilities Payment with respect to a Commercial Unit for a Reassessment Period shall exceed the Total Commercial Unit's Utilities Cost for such Unit for such period (whether on the basis of the determination of the Condominium Board Utility Expert or as otherwise determined in the manner set forth in subparagraph's (2) and (3) below), the Condominium Board shall pay to the Commercial Unit Owner the amount of the difference not more than 60 days after receiving notice of the determination of the Total Commercial Unit's Utilities Costs in the manner set forth in subparagraphs (2) and (3) below and if such payment shall not be made, the Commercial Unit Owner may offset such amounts due against all General Common Charges payable by such owner on account of the Commercial Unit and any and all other sums due and owing by such Commercial Unit Owner to the Condominium Board. As used herein, the term "**Reassessment Period**" shall mean (i) initially, the period commencing on the date of the first closing of the sale of a Residential Unit pursuant to the Condominium Offering Plan with respect to the Property and ended on the last day of the calendar year in which such closing occurs and (ii) thereafter, each period coinciding with each succeeding calendar year, but, in each case, exclusive of any period commencing on or after the date, if any, that the Commercial/Residential Utilities Severance Condition shall be satisfied. The Condominium Board need not pursue the obtaining of determinations available under this Section 16(f) as to whether or not a Commercial Unit Owner shall have paid to the Condominium Board on account of Utilities with respect to a Commercial Unit not less than the Total Commercial Unit's Utilities Cost with respect to such Unit or to retain a Condominium Board Utility Expert to make any such determination, the decision to obtain such determinations being in the sole and absolute discretion of the Condominium Board. If, however, the Condominium Board shall fail to give a Board Utilities Payment

Demand with respect to a Commercial Unit, for a particular Reassessment Period, within 180 days after the end of such Reassessment Period, the Condominium Board shall have no right to make a Board Utilities Payment Demand with respect such Commercial Unit as pertaining to such Reassessment Period or to challenge the amount paid by the owner of such Commercial Unit for Utilities with respect to such Unit for such Reassessment Period.

(2) Notwithstanding the foregoing, if a Commercial Unit Owner believes that (i) the Total Commercial Unit's Utilities Cost for a Commercial Unit owned by such owner, as determined by the Condominium Board Utility Expert for a particular Reassessment Period, is or may be too high and wishes to challenge such determination by the Condominium Board Utility Expert (such a challenge, in the manner hereinafter provided, a "**Commercial Unit Owner Utilities Cost Challenge**") and/or (ii) the Total Utilities Payment, with respect to such owner's Commercial Unit for a Reassessment Period, for which a Condominium Board Utility Expert shall not have yet issued a determination of Total Commercial Unit's Utilities Cost, exceeds the Total Commercial Unit's Utilities Cost for such period with respect to such Unit, such owner shall, in each case, have the right to retain a qualified independent expert for each Utility (collectively, "**Commercial Unit Owner Utility Expert**") to conduct surveys of consumption of all the Utilities with respect to such Unit (and the Commercial Limited Common Elements) for the particular Reassessment Period and the determination of the Commercial Unit Owner Utility Expert as to Total Commercial Unit's Utilities Costs for such period shall be provided to the Condominium Board together with all supporting documentation, whereupon the Total Commercial Unit's Utilities Cost shall be determined in the manner hereinafter provided. If there shall then be no determination by a Condominium Board Utility Expert on Total Commercial Unit's Utilities Costs for the Commercial Unit for the Reassessment Period that is the subject of a determination by the Commercial Unit Owner Utility Expert, the Condominium Board shall have the right to challenge the determination of the Commercial Unit Owner Utility Expert as to Total Commercial Unit's Utilities Cost ("**Condominium Board Utilities Cost Challenge**") by both giving notice to the applicable Commercial Unit Owner of the Board's intent to so challenge, within 60 days after notice of the determination of the Commercial Unit Owner Utility Expert, and providing the determination of the Condominium Board Utility Expert with respect thereto not more than 120 days after receipt by the Condominium Board of notice of such determination of the Commercial Unit Owner Utility Expert. Failure by the Condominium Board to both send such a notice of a Condominium Board Utilities Cost Challenge and provide such determination of the Condominium Board Utility Expert, within the applicable respective time periods set

forth above, shall be deemed acceptance of the determination of the Commercial Unit Owner Utility Expert, which determination shall be binding upon the Condominium Board. If a party accepts the determination of the other party's expert as to the portion of the Total Commercial Unit's Utilities Costs pertaining to one or more Utilities for the applicable Reassessment Period, such party may, accordingly, limit its Commercial Unit Owner Utilities Costs Challenge or Condominium Board Utilities Cost Challenge, as the case may be, to the portion of the Total Commercial Unit's Utilities Costs as pertains to the balance of the Utilities.

(3) If the Condominium Board Utility Expert and the Commercial Unit Owner Utility Expert can not agree as to amount of the Total Commercial Unit's Utilities Cost as pertains to a Utility for a particular Reassessment Period, then, upon notice by either the Condominium Board or the Commercial Unit Owner to the other party, the Condominium Board Utility Expert for such Utility and the Commercial Unit Owner Utility Expert for such Utility shall designate a third qualified independent expert for such Utility (**"Third Utility Expert"**) whose determination shall be conclusive and binding upon the Condominium Board and the Commercial Unit Owner as to the portion of the Total Commercial Unit's Utilities Costs as pertains to that Utility; provided that only the determination of Total Commercial Unit's Utilities Costs (i.e. for all Utilities as a whole and not on an individual Utility basis ) shall determine whether there has been an overpayment or underpayment by the Commercial Unit Owner on account of Utilities. Notwithstanding the foregoing, if the determination by the Third Party Expert of the portion of the Total Commercial Unit's Utilities Costs, as pertaining to a particular Utility, shall be either greater or less than both (i) the portion of the Total Commercial Unit's Utilities Costs, as pertaining to such Utility, as determined by the Condominium Board Utility Expert and (ii) the portion of the Total Commercial Unit's Utilities Costs, as pertaining to such Utility, as determined by the Commercial Unit Owner Utility Expert, such determination by the Third Utility Expert shall be disregarded and in its place the average of (i) portion of the Total Commercial Unit's Utilities Costs as pertaining to such Utility as determined by the Condominium Board Utility Expert and (ii) portion of the Total Commercial Unit's Utilities Costs as pertaining to such Utility as determined by the Commercial Unit Owner Utility Expert shall be deemed the portion of the Total Commercial Unit's Utilities Costs as pertaining to such Utility and shall be deemed conclusive and binding upon the Condominium Board and the Commercial Unit Owner; provided that only the determination of Total Commercial Unit's Utilities Costs (i.e. for all Utilities as a whole and not on an individual Utility basis ) shall determine whether there has been an overpayment or underpayment by the Commercial Unit Owner on

account of Utilities. Upon final determination of Total Commercial Unit's Utilities Costs in the manner provided above, the party entitled to payment may send to the other demand for payment, which payment shall be made not more than 60 days after the making of such demand.

(4) The fees of and other costs and expenses associated with the Third Utility Expert shall be borne one-half by the Condominium Board and one-half by the Commercial Unit Owner. The fees and other costs of the Condominium Board Utility Expert shall be borne solely by the Condominium Board and the fees and other costs of the Commercial Unit Owner Utility Expert shall be borne solely by the particular Commercial Unit Owner retaining such expert. The Condominium Board and the Commercial Unit Owner shall fully cooperate with each other in connection with any Condominium Board Utilities Costs Challenges and Commercial Unit Owners Utilities Costs Challenges and all surveys and related activities involved in the determination of Total Commercial Unit's Utilities Costs by the Condominium Board Utility Expert and the Commercial Unit Owner Utility Expert, including, without limitation affording access to the Building and the Commercial Unit for such purposes.

(5) Nothing contained in this Section 16(f) is intended to govern the determination of whether or not there has been an overpayment or underpayment by a Commercial Unit Owner with respect to the costs of Utilities with respect to such owner's Commercial Unit with respect to any period commencing on or after the satisfaction of the Commercial/Residential Utilities Severance Condition.

The right to use condenser water (used in connection with air-conditioning systems) is contained in Article V, Section 17 of the By-laws and is summarized as follows:

The Condominium Board is to at all times furnish condenser water to (A) the Commercial Units and (B) the Main Lobbies and certain limited additional and appurtenant areas (outside the Commercial Section) currently served thereby (collectively, the "Non-Commercial Use Areas"), provided, however that:

(A) the Condominium shall not be required to install any condenser water pipes or risers beyond the existing Building Condenser Water System; provided that Sponsor or the Commercial Unit Owners shall have the right, at their sole cost and expense, to install pipes, risers and related equipment for purposes of connecting to or drawing condenser water from the Building Condenser Water System for used by portions of the Commercial Unit(s) and Commercial Limited Common Elements not then served by the existing Building Condenser Water System or to draw additional condenser water to areas then already served by the Building Condenser Water System.

(B) The Condominium Board shall not draw, for use by the Ruppert Non-Commercial Use Areas (as defined below) or Yorkville Non-Commercial Use Areas (as defined below), as the case may be (or any other portion of the Property outside of the Commercial Section), any condenser water in excess of the Permitted Condenser Water Load (as hereinafter defined) applicable to the Ruppert Non-Commercial Use Areas or Yorkville Non-Commercial Use Areas, as the case may be.

(C) No Commercial Unit Owner shall draw any condenser water in excess of the Permitted Condenser Water Load applicable to its Commercial Unit(s).

(D) No condenser water shall be furnished to any Residential Units or Storage Units from the Building Condenser Water System and no Residential Unit Owner shall draw any condenser water therefrom.

Except as otherwise expressly provided above, the Condominium Board shall be responsible for the maintenance, repair, alteration and improvement of the Building Condenser Water System and all costs and expenses in connection therewith and/or in connection with providing condenser water, including, without limitation, the costs of electricity and water consumed by the Building Condenser Water System, shall be a General Common Expense.

As used herein, the following terms shall have the meanings set forth below:

(1) "Building Condenser Water System"shall mean the condenser water producing equipment and distribution system, currently furnishing condenser water to the Non-Commercial Use Areas of the Building and certain areas within the Commercial Units, including without limitation, the cooling towers located within the General Common Elements (but excludes any cooling tower(s) located within a Commercial Unit or the Commercial Limited Common Elements) and the condenser water risers connected thereto, together with any condenser water riser(s), related pipes and equipment connected to such system hereafter installed by the Condominium Board, the Sponsor or the Commercial Unit Owners in accordance with the provisions of the By-laws. The portion of the Building Condenser Water System located within the Ruppert Towers Building is referred to herein as the "Ruppert Building Condenser Water System". The portion of the Building Condenser Water System located within the Yorkville Towers Building is referred to herein as the "Yorkville Building Condenser Water System".

(2) "Permitted Condenser Water Load" shall mean,

(a) with respect to the Non-Commercial Use Areas located within the Ruppert Towers Building (the "Ruppert Non-Commercial Use Areas") or the Yorkville Towers Building (the "Yorkville Non-Commercial Use Areas"), as the case may be, the product of (y) 25.0% and (z) the capacity of the Ruppert Building Condenser Water System or Yorkville Building Condenser Water System, as the case may be; and

(b) with respect to the portion of the Commercial Section located within the Ruppert Towers Building or Yorkville Towers Building, as the case may be,

the product of (y) 75.0% and (z) the capacity of the Ruppert Building Condenser Water System or Yorkville Building Condenser Water System, as the case may be.

The foregoing described provisions of Article V, Section 17 of the By-laws are, by their terms, not applicable to any separate condenser water obtained by a Commercial Unit Owner, in its discretion, from a source other than from the Building Condenser Water System including without limitation from any cooling tower located within one or more Commercial Units. No Commercial Unit Owner shall be required to obtain all or any part of its Commercial Unit's condenser water from the Condominium or through the Building Condenser Water System and a Commercial Unit Owner may, to the extent that Service Equipment therefor now exists or is hereafter installed by such Commercial Unit Owner as permitted by the Declaration and/or By-laws, obtain all or any part of its condenser water other than from the Building Condenser Water System.

Liens for the Non-Payment of Common Charges and Working Capital

The Condominium Board shall have a lien against each Unit for its unpaid General Common Charges and against each Residential Unit and Storage Unit for their respective unpaid Residential Common Charges, pursuant to Real Property Law Section 339-z, prior to all other liens except liens for the payment of taxes and all sums unpaid on a Permitted Mortgage, which lien of a Permitted Mortgage shall be superior to the lien of the Condominium Board. The Condominium Board may foreclose the lien in the same manner as a mortgage on real property and in so doing shall be entitled to recover all costs incurred including reasonable attorney's fees. Moreover, if any Unit Owner fails to pay any payment of General Common Charges (and, in the case of Residential Unit Owners, any Residential Common Charges) within fifteen (15) days of its due date, such Unit Owner shall be obligated to pay a late charge at the rate of $0.02 per dollar per month or any part thereof for all such overdue General Common Charges (or Residential Common Charges, as the case may be). The liability of each Unit Owner for the payment of Common Charges thereafter assessed against his or her Unit shall terminate upon a sale, transfer or conveyance of the Unit in accordance with the provisions of the Declaration and By-Laws. Further, any Unit Owner may convey his or her Unit to the Condominium Board or its nominee on behalf of all other Unit Owners, without any compensation and in accordance with the Declaration and the By-Laws. In that case, he or she shall be exempt from any Common Charges thereafter assessed, but not relieved of his or her obligation to pay his or her mortgage. A Unit Owner may not exempt himself from liability for his or her Common Charges by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit. Upon a resale, the Purchaser of a Unit shall be liable for the payment of unpaid Common Charges assessed against the Unit prior to the acquisition of the Unit by the Purchaser, except as follows. A purchaser of a Unit at a foreclosure sale with respect to a Permitted Mortgage against such Unit shall not be liable, and such Unit shall not be subject to a lien, for the payment of Common Charges, accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. In addition, a Unit conveyed by deed in lieu of foreclosure to a Permitted Mortgagee or its nominee shall not be subject to a lien, for the payment of Common Charges, accrued and

unpaid against such Unit prior to such acquisition of such Unit. However, the owner of such Unit prior to the foreclosure sale (or deed in lieu of foreclosure, as the case may be) shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale.

Repairs to and Maintenance of Units, Limited Common Elements, and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural ordinary or extraordinary, which are either: (a) in or to any Unit (other than to the General Common Elements and Limited Common Elements within the Unit) and, including, without limitation, the exterior surface of windows, electrical, plumbing, and heating fixtures and exterior installations made by the Unit Owner, will be made by the Unit Owner of such Unit at such Unit Owner's sole cost and expense, subject to the restrictions set forth in the By-Laws; (b) in or to the General Common Elements (including all exterior walls of the Building, except as provided below) will be made by the Condominium Board and the cost and expense thereof will be charged as a General Common Expense; (c) in or to the Residential Limited Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged as a Residential Common Expense and (d) in and to any Commercial Limited Common Element, will be made by the Commercial Unit Owners. Notwithstanding the foregoing (but without limiting a Commercial Unit Owner's rights under the Declaration and the By-Laws to make repairs, alterations and replacements to its Unit and to the storefronts adjacent thereto), prior to commencement of any work, repair, maintenance or replacement of exterior walls by the Condominium Board, the Commercial Unit Owners shall be notified by the Board of Managers and, to the extent that such proposed work shall affect the storefronts adjacent to a Commercial Unit, the Condominium Board shall not, without the prior written consent of the owner of such Commercial Unit, alter the appearance of such storefronts and, in the event that any such storefronts shall be damaged in the course of such work by the Condominium Board, the Condominium Board shall restore such storefronts to their appearance as existing prior to the commencement of such work.

If any maintenance of, replacement of, or repairs to the Property or any part thereof are necessitated by the negligence of any Unit Owner, his or her tenants or visitors or occupants of the Unit, then the entire cost thereof shall be borne by such Unit Owner.

Whenever in the judgment of the Condominium Board, the General Common Elements shall require additions, alterations or improvements costing in excess of $500,000.00 in the aggregate in any fiscal year, then such additions, alterations or improvements shall not be made unless first approved by Unit Owners owning Units having an aggregate Common Interest of in excess of 66-2/3 percent of the Common Interests of all the Units and a majority of the Mortgage Representatives (provided that Mortgage Representatives shall have been designated in accordance with these By-Laws and the Condominium shall have received prior written notice thereof); provided that no such approval shall be required for (1) facade repair and/or alteration work in the interests of safety (as determined by the Condominium Board) or in compliance with Local Law 11 of 1998 (or any successor or replacement law or statute), (2) roof replacements or (3) any addition, alteration or improvement paid for by Sponsor. Whenever in the judgment of the

Condominium Board, the Residential Limited Common Elements shall require additions, alterations or improvements costing in excess of $500,000.00 in the aggregate in any fiscal year, then such additions, alterations or improvements shall not be made unless first approved by Residential Unit Owners owning Units having an aggregate Common Interest of in excess of 66-2/3% of the Common Interests of all the Residential Units and Storage Units and a majority of the Mortgage Representatives with respect to the Residential Units and Storage Units (provided that Mortgage Representatives shall have been designated in accordance with these By-Laws and the Condominium shall have received prior written notice thereof); provided that no such approval shall be required for (1) replacement of any roofs which are a part of the Residential Limited Common Elements (including the Residential Terraces) or (2) any addition, alteration or improvements paid for by Sponsor.

The Condominium Board shall be obligated to inspect, maintain, repair and, as and when reasonably necessary, replace, the Residential Terraces (including, without limitation, the roof materials thereon) so that they are at all times free from leaks, in a condition that does not interfere with or adversely impact upon the use of the Commercial Units or any of them, and otherwise in good working order and condition (collectively, the "**Required Residential Terraces Roof Condition**"). The costs to maintain, repair and replace the Residential Terraces shall be a Residential Common Expense. The Condominium Board shall indemnify and hold the Commercial Unit Owners harmless from and against an claim, liability, damage, cost or expense incurred by the Commercial Unit Owners or any of them by reason of the failure of the Condominium Board to maintain the Residential Terraces in the Required Residential Terraces Roof Condition (including, without limitation, arising from leaking of water from the Residential Terraces into any Commercial Unit below a Residential Terrace) or the failure of the Condominium Board or the Residential Unit Owners to comply with any of its obligations under this paragraph. If the Condominium Board fails to comply with any of its obligations as set forth above with respect to the Residential Terraces or fails to maintain one or more Residential Terraces in the Required Residential Terraces Roof Condition, the Commercial Unit Owners shall be authorized, upon thirty (30) days written notice to cure by the Commercial Unit Owners to the Condominium Board and the failure of the Condominium Board to cure the condition within such period (except that no such notice shall be required in an emergency) to (but shall have no obligation to) enter upon the Residential Terraces and cure the condition which is the basis for such default and/or restore such Residential Terrace(s) to the Required Residential Terraces Roof Condition, including, without limitation, taking such temporary and emergency measures as such Commercial Unit Owners may deem necessary (collectively, the "**Commercial Unit Owners' Self Help Remedy**"). If there shall be a dispute as to (i) whether the Condominium Board has maintained the Roof Terraces in the Required Residential Terraces Roof Condition or has otherwise failed to comply with its obligations to the Commercial Unit Owners under this paragraph and/or (ii) whether the Commercial Unit Owners were entitled to exercise the Commercial Unit Owners' Self Help Remedy as provided above, such disputes shall be resolved by a court of competent jurisdiction. The cost of all repairs to and replacements of the Residential Terraces performed by the Commercial Unit Owners, together with interest thereon from the date incurred at the rate of 2.0% per month (but in no event in excess of the maximum rate permitted by law), shall be payable by the Condominium Board and assessed against Residential Unit Owners as a Residential Common Expense and if the Condominium

Board shall fail to pay to the Commercial Unit Owners such monies, the Commercial Unit Owners paying for such repairs and replacements shall be entitled to offset against Common Charges otherwise payable by such Commercial Unit Owners to the Condominium Board, the cost of such repairs and replacements and interest thereon as provided above.

Additions, Alterations and Improvements by Unit Owners

No Residential Unit Owner (other than Sponsor, any Unsold Residential Unit Owner or any of their respective designees) shall make any structural addition, alteration or improvement (or non-structural addition, alteration or improvement affecting a Common Element) in or to his or her Residential Unit or Storage Unit, without the prior written consent thereto of the Condominium Board, which consent shall not be unreasonably withheld. Non-structural interior additions, alterations, or improvements (other than affecting Common Elements), by a Residential Unit Owner to his or her Residential Unit or Storage Unit, may be made without the consent of the Condominium Board but subject to the Declaration and By-Laws. The Condominium Board shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration or improvement in such Residential Unit Owner's Residential Unit or Storage Unit within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Condominium Board to the proposed addition, alteration or improvement. Any application to any Governmental Authority for a permit to make an addition, alteration or improvement in or to any Residential Unit or Storage Unit permitted hereunder shall be executed by the Condominium Board, without, however, incurring any liability on the part of the Condominium Board to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. Notwithstanding the above, Sponsor, any Sponsor Successor or their designees shall have the right, without the consent of the Condominium Board or any Unit Owner to make alterations, additions and improvements whether structural or non-structural, interior or exterior, ordinary or extraordinary, in and to or upon Unsold Residential Units. If, as a result of a Unit Owner (including, without limitation, Sponsor, any Sponsor Successor or a Commercial Unit Owner) making alterations, additions and improvements to such Unit Owner's Unit, Common Elements that the Condominium Board is responsible to maintain shall be damaged, such Unit Owner shall be obligated to repair such damage as soon as reasonably practicable following demand by the Condominium Board, failing which the Condominium Board may repair same and charge such Unit Owner for expenses incurred therefor as a Common Charge. Any dispute concerning the obligation of a Unit Owner to repair such damage or its liability to the Condominium Board for expenses incurred therefor shall be resolved by a court of competent jurisdiction.

There are no limitations or restrictions on the right of a Commercial Unit Owner to decorate, alter or otherwise improve the Commercial Units and any Commercial Limited Common Elements appurtenant thereto, other than the requirement that the Commercial Unit Owner comply with law and the applicable provisions of the Declaration and By-Laws.

Certain Easements and Right of Access; Certain Special Rights of Commercial Unit Owners and Sponsor

Section 11 of the Declaration sets forth certain easements and rights of access on the part of the Residential Unit Owners, the Commercial Unit Owners and the Condominium Board, as the case may be, as well as certain special rights of the Commercial Unit Owners and Sponsor, including the following:

The Condominium Board has a right of access to each Residential Unit and Storage Unit to inspect the same, to prevent damage thereto, to remove violations therefrom and to maintain, repair or replace the General Common Elements and Residential Limited Common Elements contained therein or elsewhere in the Property, subject to any restrictions on such right as may from time to time be provided in the By-Laws.

The Condominium Board shall also have a right of access, from time to time, to each Storage Unit containing equipment or wiring pertaining to the master television antennae at the Building or other Common Elements, as the Condominium Board may determine to be necessary or advisable, to inspect, repair and/or replace such equipment and/or wiring or other Common Elements. The owners of such Storage Units will be required to provide access to such Units to the Condominium Board and its representatives and contractors for the foregoing purposes and shall at all times provide the Condominium Board with copies of all keys as may be required from time to time to permit access to such Storage Units for such purposes.

Each Residential Unit Owner who shall, from time to time, have the right (as may be granted by the applicable Commercial Unit Owner or its tenant) to have his or her vehicle parked in a garage located in the Building shall have a non-exclusive easement of ingress and egress through portions of the Commercial Unit(s), the Commercial Limited Common Elements and any Individual Commercial Limited Common Elements as may be reasonably necessary, in such locations as the affected Commercial Unit Owner(s) may designate, for purposes of obtaining access to such garage in connection with the use of parking in such garage and, in connection therewith, shall have a non-exclusive easement to use the applicable Commercial Elevator in order to enter and exit from the appropriate level(s) of the Building for the above purpose; provided that such easements and rights on the part such Residential Unit Owners shall be subject to such rules and regulations, including, without limitation, restrictions on the hours of access, as the affected Commercial Unit Owner(s) may establish in its discretion, provided that such rules and regulations are reasonably designed to protect the interests of such Commercial Unit Owner(s) including, without limitation, with respect to security, safety, health, sanitation, avoidance of property damage and personal injury and/or to prevent interference with the operation of such Commercial Unit(s).

Each Residential Unit Owner shall have a non-exclusive easement of ingress and egress through portions of the Commercial Unit, the Commercial Limited Common Elements and any Individual Commercial Limited Common Elements, as may be reasonably necessary, in such locations as the Commercial Unit Owner may designate, for purposes of obtaining access to the loading docks at the Building in connection with moving in and out of the Building; provided that such easement and right on part of such

Residential Unit Owners shall be subject to such rules and regulations as the affected Commercial Unit Owner(s) may establish in its discretion, provided that such rules and regulations are reasonably designed (y) to protect the interests of such Commercial Unit Owner(s), including, without limitation, with respect to security and otherwise and (z) to limit the level of traffic within such areas, including, without limitation, by way of limiting the number of Residential Unit Owners who may obtain such access at any particular time (including, without limitation, by way of establishing a reservation system) and limiting the hours of use. Subject to all of the above provisos, including without limitation, the right of the affected Commercial Unit Owner(s) to establish rules and regulations of similar type and purpose as referred to above in this paragraph, Residential Unit Owners may, solely for purposes of obtaining access to the loading docks in connection with moving in or out of the Building on the above terms and conditions, use those Residential Elevators having access to loading dock levels (Ruppert Level A and Yorkville Level A). Except as expressly provided above or as may otherwise be expressly provided in the Declaration, no Residential Unit Owner or other person shall, without the prior express written consent of the owner of the affected Commercial Unit(s), be permitted to use the Residential Elevators or any Commercial Elevator for access to any portion of a Commercial Unit (including, without limitation, the garage areas thereof), the Commercial Limited Common Elements or any Individual Commercial Limited Common Elements.

The Condominium Board and its representatives and invitees shall have a non-exclusive easement of ingress and egress over the Commercial Units, the Commercial Limited Common Elements and the Individual Commercial Limited Common Elements, to the extent necessary and limited to such locations as the affected Commercial Unit Owner(s) may designate, for purposes of (i) obtaining access to General Common Elements and Residential Limited Common Elements in connection with the operation, repair, maintenance, inspection, alteration or improvement thereof or the reading of utility meters and (ii) transporting, in a secure, safe and sanitary manner, refuse from the applicable compactor machine rooms located in the Residential Section for disposal in the refuse receptacles and containers located in the vicinity of the loading docks; provided that (y) such easement shall be subject to such rules and regulations, including, without limitation, restrictions on the hours of access and rules designed to avoid dropping or spilling of refuse or debris, as the affected Commercial Unit Owner(s) may establish in its discretion, provided that such rules and regulations are reasonably designed to protect the interests of such Commercial Unit Owner(s), including, without limitation, with respect to security, safety, health, sanitation, avoidance of property damage and personal injury and to prevent damage to and interference with the operation of such Commercial Unit(s) and (z) the Condominium Board promptly repairs any resulting damage to a Commercial Unit, Commercial Limited Common Elements or Individual Commercial Limited Common Elements, as the case may be, and restores the damaged portion to substantially the condition it was in prior to such entry. The Condominium Board is to cause any dropped or spilled refuse to be immediately cleaned up in a manner satisfactory to the affected Commercial Unit Owner(s).

The Condominium Board and its representatives and invitees shall have a non-exclusive easement of ingress and egress over the Residential Units, Storage Units and the Residential Limited Common Elements for purposes of obtaining access to

General Common Elements and Residential Limited Common Elements in connection with the repair, maintenance, inspection, alteration or improvement of the General Common Elements and the Residential Limited Common Elements and/or the reading of utility meters.

Without the prior written consent of the Commercial Units Owners, the Sponsor and their respective designees, neither the Condominium Board nor any Residential Unit Owner shall permit the operation anywhere in the Property (other than in the Commercial Section) or in their respective Residential Units, as the case may be, a drop dry cleaning store, tailoring establishment or shirt and sheet laundry and the Condominium Board and each Unit Owner violating the foregoing prohibition shall jointly and severally indemnify and hold harmless the Commercial Unit Owners, Sponsor and their respective designees from and against all claims, liabilities, costs and expenses (including, without limitation, liability for reasonable attorneys' fees and disbursements) arising out or relating to any violation of such prohibition (including, without limitation, by reason of such violation constituting a default under any lease covering any portion of the Commercial Units).

Sponsor and its designees shall have (y) an exclusive easement comprised of two feet surrounding the perimeter of each of the elevator pits and elevator shafts at the Building, which easement shall continue vertically from the bottom of the elevator pit through the top of the elevator shaft of the elevator and (z) an exclusive easement comprised of two feet surrounding the perimeter of any vertical shaft or other shaft in the Property (whether constituting or located within a Residential Unit, Commercial Unit, Storage Unit, a General Common Element, Residential Limited Common Element, other Limited Common Element or otherwise), for the entire length and extent of such shaft, in each case, for use for the installation, continued existence, maintenance, repair and replacement from time to time, of risers, lines, conduits, shafts, and similar vertical facilities and other Facilities and equipment, including, without limitation, telecommunications lines and equipment. Without limiting Sponsor's rights under the preceding sentence, Sponsor reserves for itself and for any Unit Owner so designated by Sponsor from time to time in writing to the Condominium Board by Sponsor (which designee may also be granted a power of re-designation), an easement for the installation, maintenance, repair and replacement from time to time, of risers, lines, conduits, shafts, and similar vertical facilities, other Facilities and equipment through the Common Elements and through the mechanical shafts going through or comprising part of a Commercial Unit, the Commercial Limited Common Elements or any Individual Commercial Limited Common Elements.

In order to provide the Commercial Unit Owners with more convenient access to the Commercial Units, the Commercial Limited Common Elements, any Individual Commercial Limited Common Elements and the General Common Elements, each Commercial Unit Owner, its tenants and the respective guests and invitees of such owner and its tenants shall have a non-exclusive easement of ingress and egress through the Main Lobbies and such other Residential Limited Common Elements as may be reasonably appropriate (including, without limitation, the right to use the Residential Elevators) for purposes of obtaining access to the Commercial Elevators, the Commercial

Units, the Commercial Limited Common Elements, any Individual Commercial Limited Common Elements and the General Common Elements.

The Sponsor, each Commercial Unit Owner and their respective affiliates, designees, successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across all areas of the Property (including, without limitation, each Unit, the General Common Elements and the Residential Limited Common Elements), for (i) the use of, obtaining access to and the inspection, maintenance and performance of alterations, replacements, and repairs of, to, in or about Units owned by such Sponsor or Commercial Unit Owner (and, in the case of a Commercial Unit, the Commercial Limited Common Elements and the Individual Commercial Limited Common Elements as well), as the case may be, together with all personal property, equipment and Facilities located therein, including, without limitation, for access to portions of the Commercial Unit(s) as may be used as laundry facilities and for repair and replacement of equipment therein, (ii) fulfilling the Sponsor's obligations under the Plan and (iii) any other lawful purpose; provided (y) Sponsor, such Commercial Unit Owner or their respective designees, as the case may be, repairs any resulting damage to the Unit or Common Elements, as the case may be, and restores the damaged portion to substantially the condition it was in prior to such entry and (z) Sponsor, such Commercial Unit Owner or their respective designees, as the case may be, provides reasonable prior notice to the Owner of the Unit to which access is required (or the Condominium Board in the case of the General Common Elements or Residential Limited Common Elements).

Sponsor, each Commercial Unit Owner (to the extent applicable to such Commercial Unit) and their respective designees shall each have an easement, without the necessity of obtaining the consent of the Condominium Board, any Unit Owner or any holder of a mortgage encumbering a Unit, (1) over the Property, including each Unit and the Common Elements, for access to and to construct, install, erect, inspect, maintain, repair, operate, use and replace from time to time one or more Signs (as hereinafter defined) on the Property (including, without limitation on any Common Element, storefront, exterior facade, lobby or any other public portion of the Property or on the exterior portion of any Commercial Unit) for the purposes of advertising the sale of Units, the leasing of the Commercial Units or of space in any of the Units and/or advertising any of the services, products, merchandise, wares and/or facilities of the owner of a Commercial Unit or of any tenant occupying all or any portion of a Commercial Unit; (2) of ingress and egress over the Property, including each Unit and the Common Elements in connection with the sales and/or leasing of Units; (3) over the Property, including each Unit and the Common Elements, for access to and to construct, install, erect, inspect, maintain, repair, operate, use and replace from time to time a storefront, facade or other exterior portion of the Building adjacent to or part of a Commercial Unit; (4) over any part of the Property, including each Unit and the Common Elements (including, without limitation, the stairways, walkways, elevators, vestibules and other public spaces within the Property) for purposes of access to and for all purposes in connection with the installation (whether on Common Elements or within its Unit), inspection, maintenance, repair, operation, alteration, improvement or use of any of the following serving a Commercial Unit (or inuring to the benefit of Sponsor or its designees under the Declaration or the By-laws): the Service Equipment (as hereinafter defined), Facilities, flues and/or ducts, security system, and any

and all cables, conduits, electrical lines and similar equipment as may be desirable in connection with the installation, maintenance, repair and/or replacement of (A) telecommunications or similar equipment on any portion of the roofs of the Building and (B) alarms, gates, electric eyes or video cameras, smokestacks, heating, air-conditioning systems and devices and exhaust and ventilation fans, systems and devices, in each case, located anywhere on the Property.

The Common Elements shall be subject to non-exclusive easements in favor of such telecommunications firm(s) selected by Sponsor as may be (a) necessary to provide such telecommunications services and satellite dish services and similar communication services as may be described in such written agreements as may be entered into by Sponsor for the installation, maintenance, repair, replacement and removal of a satellite dish and antennas and any and all similar or dissimilar communication and/or telecommunications equipment and facilities including, without limitation, cables, wires, conduits, horizontal and vertical risers, shafts, terminals, multiplexes and other equipment and apparatus. In addition, such telecommunications firms shall have an easement for access to each Unit for the maintenance, repair and replacement of any of the foregoing equipment, if situated within such Unit.

Without any requirement of obtaining the consent of the Condominium Board, any Unit Owner or any holder of any mortgage encumbering any Unit, but subject to compliance with the applicable requirements of all governmental authorities, Sponsor, its designees and the Commercial Unit Owners shall each have the right and an easement, and shall have all necessary or convenient access, to install, erect, construct, inspect, operate, use, maintain, repair and replace or alter antennas, cellular telephone, cellular communications, telecommunications and similar equipment on any and all parts of the roof(s) and/or parapets of the Yorkville Towers Building (in such locations as they may determine from time to time) and, shall have an easement through the Common Elements to install, erect, construct, inspect, operate, use, maintain, repair and replace or alter such wires, conduits, cables and similar equipment servicing or otherwise required or convenient in connection with the installation, existence, servicing, maintenance, repair and/or replacement of any such antennas, cellular communications, telecommunications or similar equipment (collectively, the "Commercial Units' Telecommunications Rights" or "Declarant's Telecommunication Rights", as the case may be). The owner of a Commercial Unit or Sponsor (or its designee), as the case may be, shall be entitled to collect and retain all revenues of any type whatsoever derived from the Commercial Units' Telecommunication Rights or Declarant's Telecommunication Rights, as the case may be, and such equipment. The owner of a Commercial Unit and Sponsor (or its designee) shall each have the right to grant to any party (whether or not a Unit Owner) the foregoing Commercial Units' Telecommunications Rights or Declarant's Telecommunications Rights, as the case may be, whether on an exclusive or non-exclusive basis, as the owner of such Commercial Unit or Sponsor, as the case may be, may elect and such grantee(s) (and their successors and assigns) may, in turn, assign such Commercial Units' Telecommunications Rights or Declarant's Telecommunication Rights, as the case may be. The Commercial Units' Telecommunications Rights and Declarant's Telecommunication Rights, are in addition to any telecommunications systems serving the Unit Owners. All telecommunications rights granted to Sponsor (including, without limitation, the Declarant's Telecommunications

Rights) shall have priority over any similar rights of, and installations that may be made by, either the owner of any Commercial Unit or the Condominium Board, and all telecommunications rights granted to an owner of a Commercial Unit (including, without limitation, the Commercial Units' Telecommunication Rights) shall have priority over any similar rights of, and installations that may be made by, the Condominium Board. Without limiting any of Declarant's rights as set forth above, any license agreement or other agreement permitting the maintenance on any part of the roof(s) and/or parapets of the Yorkville Towers Building of one or more antennas, cellular telephone, cellular communications, telecommunications and similar equipment, which has been entered into prior to the later of the recording of this Declaration or (as defined in the By-laws) the First Unit Closing (including without limitation any agreement with 900 New York Repeater Service, Inc.) (each an "Existing Telecommunications Agreement"), shall inure to the benefit of the Declarant and its designees and Declarant (and its designees) shall be entitled to all rents, license fees and other payments of any kind or nature due under such agreements. Sponsor (and its designees) shall have the right, from time to time and in its sole discretion, to modify, extend, renew and replace any Existing Telecommunications Agreement. If the Condominium Board receives any offer or solicitation of any type whatsoever from any entity interested in, or that would otherwise entail the use of telecommunications rights, the Condominium Board shall notify the Sponsor, and Sponsor shall have the right for thirty days following notice from the Condominium Board, to notify the Condominium Board that it (i.e., the Sponsor) intends to enter into an agreement with the offeror. The Sponsor shall thereafter have a period of one hundred twenty (120) days to consummate such agreement, failing which the Condominium Board may consummate an agreement with the offeror. In no event shall the Condominium Board approve the installation of any telecommunications equipment of the type described herein, on any Common Element or in any location that would interfere with any installation and operation of any such equipment by the Commercial Unit Owner or the Sponsor or their respective successors assignees, lessees or licensees. Each of the foregoing easements shall be exercised in such manner as not to unreasonably disrupt the use by any Unit Owners of their respective Units.

If a Commercial Unit (or Commercial Limited Common Elements, such as a hallway, serving such Commercial Unit and/or other Commercial Units) has either (i) an entrance or exit leading to a Main Lobby, other lobby or any interior portion of the Building and such entrance or exit is locked by the Condominium Board or (ii) an entrance or exit directly from or to the outside of the Building, then the owner of such Commercial Unit may install a visual and/or audio intercom and buzzer-lock system on Common Elements or other portion(s) of the Property (or alternate system with a similar purpose) to allow persons to pass through such entrance or exit or, in the case of a door leading directly to the outside of the Building, to restrict access through such door.

Subject to compliance with all applicable laws and regulations, the owner of a Commercial Unit with a storefront or storefronts adjacent to the Ruppert Common Plaza or the Yorkville Common Plaza, as the case may be, shall have an easement to use (x) in the case of the Ruppert Common Plaza, a section of such Common Plaza commencing at the line of such storefront or storefronts (the "Storefront Line") and extending from all points on the Storefront Line, a distance of twenty (20) feet into said Common Plaza, as

measured along lines perpendicular to the Storefront Line commencing at each point on such line, but not beyond the boundaries of such plaza (each, a "Ruppert Common Plaza Easement Zone"), (y) in the case of the Yorkville Common Plaza, the entire Yorkville Common Plaza (the "Yorkville Common Plaza Easement Zone"" and, together with the Ruppert Common Plaza Easement Zone, collectively, the "Common Plaza Easement Zones") and (z) the sidewalks adjacent to the Common Plazas, in each case, for the following purposes:(i) operation of a sidewalk café or outdoor food stand, (ii) use by such Commercial Unit Owner, its tenants and the patrons, guests or invitees of such Commercial Unit Owner or of such tenant(s) (collectively, "Commercial Plaza Patrons") for purposes ancillary to the business of such Commercial Unit Owner or its tenants or for the comfort or convenience of the Commercial Plaza Patrons, (iii) installation and maintenance of tables, chairs, umbrellas and related accessories for use by Commercial Plaza Patrons, (iv) as ancillary to the business of such Commercial Unit Owner, the display and sale of merchandise and the installation and maintenance of portable racks and other equipment and accessories necessary or convenient in connection therewith (provided that such merchandise and racks are removed at the end of each business day), (iv) placement of Signs advertising (y) the availability for sale or lease of space in the Building, including, without limitation, Commercial Units and other Units and/or (z) merchandise, products, wares and/or services of such Commercial Unit Owner and/or its tenants, and (v) the installation and maintenance of (i) deposit boxes or automatic teller machines for any banks or similar equipment and/or (ii) drop-off and/or deposit boxes for use of delivery services, including, without limitation, Express Mail, Federal Express and similar services. Neither the Condominium Board nor the Residential Unit Owners shall interfere with the use of the Common Plaza Easement Zones for the aforementioned purposes. The signatures of other Unit Owners and/or the Condominium Board shall not be required in connection with any application or other document necessary or convenient to the exercise by the owner of a Commercial Unit of its right to use such sidewalks and Common Plaza Easement Zones, as the case may be, as provided above. The rights of the Condominium Board, the Residential Unit Owners and other Commercial Unit Owners to ingress and egress through the Common Plaza Easement Zones shall be subject to such rules as the Commercial Unit Owner entitled to the benefit of the Common Plaza Easement Zones may, in its reasonable discretion, establish, from time to time, consistent with maintaining security, safety, health, sanitation, avoidance of property damage and personal injury and the intended benefits to such Commercial Unit Owner of such Common Plaza Easement Zones. The owner of a Commercial Unit having the benefit of and using a Common Plaza Easement Zone shall be responsible to remove debris in the portion of the Common Plaza Easement Zone used by such owner which is caused or created by such use. A Commercial Unit Owner with the right to the use of a Common Plaza Easement shall be entitled to retain all profits and revenues derived therefrom and the premises covered by such Common Plaza Easement.

The owner of a Commercial Unit with a storefront or storefronts adjacent to a Common Plaza shall have an easement to paint, decorate, camouflage, alter, modify or repair any heating, ventilation or air conditioning ducts or vents or any other Common Elements within such Common Plaza (including, without limitation, on any walls in, adjacent to or comprising the border(s) of such area), provided that it may not unreasonably interfere with the functioning of the foregoing for its intended purpose.

The owner of a Commercial Unit, its tenants and the patrons, guests or invitees of such Commercial Unit Owner or of such tenant(s) shall have a non-exclusive easement of ingress and egress from the sidewalks at the Property through the General Common Elements and Residential Limited Common Elements (including, without limitation, the Residential Plazas) for purposes of access to such Commercial Unit, the Commercial Limited Common Elements and any Individual Commercial Limited Common Elements.

Subject to compliance with all applicable laws and regulations, Sponsor, its designees and the owner(s) of the Commercial Units shall have the right in their discretion and from time to time to make holes in and remove sections of the concrete slabs, columns, supports and related General Common Elements bordering upon or lying within a Unit owned by them, including, without limitation, in connection with converting a Unit into a duplex unit, for purposes of connecting by internal stairway(s), elevator(s), escalator(s) or otherwise two or more levels of such Unit, or for purposes of increasing ceiling height within the Unit; provided that none of such actions shall compromise the structural integrity of the Building.

The owner of a Commercial Unit (or its designee) which has rights to the use of the Ruppert Outdoor Parking Area and/or the Yorkville Outdoor Parking Area, as a Commercial Limited Common Element or Individual Commercial Limited Common Element, as the case may be, shall have the right to control the opening and closing of the Vehicular Gate(s) located in the vicinity of such Outdoor Parking Area(s) so as to prevent the unauthorized use of such Outdoor Parking Area(s) and/or to establish such rules for the operation of such Vehicular Gate(s) (whether by the Condominium Board, or, in such Commercial Unit Owner's discretion, by such Commercial Unit Owner (or its designee)) that such Commercial Unit Owner (or its designee) may, in its reasonable discretion, establish, from time to time, consistent with maintaining security, safety, health, sanitation, avoidance of property damage and personal injury and the intended benefits to such Commercial Unit Owner of such Outdoor Parking Area(s).

To the extent that the Property (or owners thereof) shall, from time to time, have the right (based on easement agreements or other arrangements with the owner(s) of the Knickerbocker Property) to park vehicles on the Knickerbocker Property in the vicinity of the Yorkville Knickerbocker Driveway, each of (i) the Commercial Unit Owner(s) having the right to the use of the Yorkville Outdoor Parking Area and (ii) the Condominium Board shall, on a daily basis, share use of the available parking spaces on the Knickerbocker Property on a first-come first-served basis. Use of such parking by the Condominium Board shall be limited to service vendors and maintenance firms (which will be independent contractors as opposed to employees of the Condominium Board) requiring such parking on an occasional basis while servicing, repairing and/or maintaining the Common Elements. Use of such parking by such Commercial Unit Owner(s) shall include use by its (their) tenants and the guests and invitees of such Commercial Unit Owner(s) and/or of its (their) tenants.

Each Commercial Unit Owner shall have the right to have listed on each of the directory boards (whether electronic or non-electronic) in the Main Lobbies and other lobbies at the Building (i) its name, (ii) the name of its non-residential tenants at the Building, (iii) all principals, officers and non-clerical personnel of the foregoing having an office in the Building and (iv) for each of the forgoing, the applicable location or suite number thereof within the Building. Each Commercial Unit Owner shall also have the right to install and maintain, on any floor in which a Commercial Unit (or any portion thereof) is occupied (by such Commercial Unit Owner or any non-residential tenants thereof), a directory board or sign listing such or similar information with respect to such Commercial Unit Owner and such tenants, including, without limitation on Common Elements.

The Sponsor and its designees, as the case may be (without the necessity of obtaining the consent of the Condominium Board, any Unit Owner or any holder of a mortgage encumbering any Unit) and the Condominium Board (without the necessity of obtaining the consent of any Unit Owner other than Sponsor, its designees and the Commercial Unit Owners), shall each have the right to establish, grant and create easements for any additional electric, transformer, amplifier, gas, cable television, telephone, water, sewer or other utility lines, flues, ducts and appurtenances (including such equipment rooms as may be required in connection with any of the foregoing) in, under and through the Property including, without limitation, within the Common Elements and any of the Units, and to relocate any existing utility, sewer and drainage easements in any portion of the Property including, without limitation, within any of the Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of a Unit or any Limited Common Elements appurtenant thereto, unless the owner of such Unit consents thereto.

Compliance with Terms of Declaration. By-Laws and Rules and Regulations

Each Unit Owner must strictly comply with the provisions of the Declaration and the By-Laws and the Rules and Regulations thereunder. Failure to comply is grounds for an action for damages or injunctive relief, or both. The By-Laws, together with the Rules and Regulations thereunder, will be recorded with the Declaration in the Office of the City Register, New York County.

Units Owned by Commercial Unit Owners, Sponsor or its Designees

Section 9 of the Declaration sets forth certain special rights of the Sponsor and the Commercial Unit Owners, as summarized below:

Notwithstanding any other provision of the Declaration or By-Laws (hereinafter defined), Sponsor, its designees and each Commercial Unit Owner (to the extent applicable to such Commercial Unit Owner's Unit(s), as the case may be), shall have the right, without the consent of any of the other Unit Owners, or the Condominium Board or the mortgagee of any Unit, from time to time, to (a) decorate or make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unit(s) (Commercial Units, Residential Units and Storage Units, as applicable) and, in the case of a Commercial Unit Owner, the

Commercial Limited Common Elements and any Individual Commercial Limited Common Elements, (b) change its Unit(s) or any part thereof by changing the layout, number of rooms, or size or number of such Unit(s), by subdividing one or more Units into any desired number of condominium units; (c) create and designate a Limited Common Element for the exclusive use of newly created Units; (d) convert space or constituents of its Unit(s) into a newly designated Limited Common Element and/or convert and designate a Limited Common Element as a part of the newly created Unit(s); (e) combine Units with the consent only of the owners of such Units to be combined; (f) reapportion among any newly created condominium unit(s) resulting from any subdivision (or combination) as provided above, the Common Interest appurtenant to the Units; (g) in the case of a Commercial Unit, construct, install, maintain, repair, replace or alter a storefront or building facade adjacent to such Commercial Unit, (h) dedicate any or all utility, sewer, telecommunications or cable television and drainage easements in any portion of the Property to any governmental body, public benefit corporation, telecommunications or cable television company or utility company if such Commercial Unit Owner, Sponsor or designee of Sponsor shall deem it necessary or desirable for the proper operation and maintenance of its Units or (as to Sponsor) the Property, (i) amend the certificate(s) of occupancy of the Building and/or obtain one or more new certificates of occupancy therefor in connection with the exercise of any of its rights as set forth above in this paragraph, including, without limitation, to reflect the combining or subdividing of Units and (j) in the case of a Commercial Unit or Commercial Section space, apply for and obtain from time to time, at the expense of the owner(s) thereof, and whether in the name of such owner(s), in the name of the Condominium Board or otherwise, (1) one or more zoning variances as pertaining to the use or occupancy of such Commercial Unit or Commercial Section space and/or (2) one more amendments to the certificate(s) of occupancy of the Building and/or one or more new certificates of occupancy, so as to reflect existing or desired use and/or occupancy of such Commercial Unit or Commercial Section space, as shall be permitted by law from time to time, but not in conflict with any specific prohibition on use applicable to Commercial Units as may be contained in the Declaration or the By-laws. However, by reason of the foregoing, the Common Interest of the other Units shall not be enlarged unless the affected Unit Owner consents thereto, except that Limited Common Elements may be created for the exclusive use of any or all of the aforesaid subdivided (or combined) condominium units as provided above, in which event the Common Expenses exclusively attributable to such Limited Common Elements shall be borne by the owners of such subdivided (or combined) Condominium Units. The Commercial Unit Owners, Sponsor and/or its designees, as the case may be, shall each have the right to reflect any of the matters described in Section 9 of the Declaration in a duly recorded amendment to the Declaration, the By-Laws and/or the Floor Plans. In making any additions, alterations, or improvements pursuant to the above, such Commercial Unit Owner, Sponsor or its designees, as the case may be, shall (i) make all reasonable efforts to minimize any interference with the other Unit Owners' use and enjoyment and business conduct in their Units for permitted purposes; (ii) comply with all laws, ordinances and governmental authorities having jurisdiction and (iii) hold the Condominium Board and the other Unit Owners harmless from any liability arising therefrom.

The owners of Commercial Units having an aggregate Common Interest of 66-2/3% or more of the aggregate of the Common Interests appurtenant to all of the Commercial

Units (a" **Commercial Amendment Majority**") shall have the right, without the consent of the Condominium Board, any other Unit Owner (including, without limitation, the Residential Unit Owners) or the holder(s) of any mortgage on a Unit, to cause the Declaration, the By-Laws and the Rules and Regulations to be amended, modified, added to or deleted from in such manner as they may determine in their sole discretion shall be necessary, appropriate or desirable in connection with the operation of the Commercial Section or the subdivision of any Commercial Unit into separate Commercial Units, the combining of Commercial Units and/or the offering for sale or lease of all or any portion of the Commercial Units, including, without limitation, an amendment providing for the governance of the affairs of the Commercial Section and the Commercial Unit Owners and the relationship thereof and the sharing of costs pertaining to the Commercial Section, provided only that such amendment modification, addition or deletion, as the case may be, does not materially adversely affect the Residential Section or the Residential Unit Owners. Such amendment, modification, addition or deletion (collectively, a "**Commercial Affairs Amendment**") may include, without limitation, the creation of a commercial board of managers (a "**Commercial Board**") with jurisdiction over the Commercial Units, the Commercial Limited Common Elements, Individual Commercial Limited Common Elements and the Commercial Unit Owners, such amendment or modification to provide for the election of such Commercial Board by the Commercial Unit Owners in such manner and to provide for the granting to such Commercial Board of such powers pertaining to the Commercial Unit Owners, the Commercial Units, the Commercial Limited Common Elements, the Individual Commercial Limited Common Elements and related matters, as may be determined by Commercial Amendment Majority in its sole discretion, including, without limitation (i) the power to set, collect and enforce the obligation to pay Commercial Common Charges (as defined in the By-laws), (ii) powers over and with respect to the Commercial Limited Common Elements and any Individual Commercial Limited Common Elements, including, without limitation, powers comparable to the powers of the Condominium Board over the General Common Elements, and (iii) all of the powers of a Commercial Majority in Interest (as hereinafter defined) acting in concert, under the Declaration, the By-laws and the Rules and Regulations, prior to the adoption of such amendment). The establishment of a Commercial Board shall not affect the right of the Commercial Unit Owners to designate members of the Condominium Board as provided in the By-laws. In the case of any such amendment, modification, addition or deletion which does not materially adversely affect the Residential Section or the Residential Unit Owners, the Sponsor or its designee shall be the attorney-in-fact for the Residential Unit Owners and all other Unit Owners and the Condominium Board, coupled with an interest and granted for a valuable consideration, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion. As used herein, the term "**Commercial Majority In Interest**" shall mean the owners of Commercial Units having an aggregate Common Interest of more than 50.0% of the aggregate of the Common Interests appurtenant to all of the Commercial Units.

Each of Sponsor, its designees and the Commercial Unit Owners shall have the right, without the consent of the Condominium Board, any Unit Owner or the holder of any mortgage encumbering a Unit, to seek to amend one or more certificates of occupancy for the Building and/or obtain any required special permit, other permit, zoning variance or other variance, in order to permit changes to the permitted use(s) of the Commercial Units

or to eliminate restrictions on such use and such change of use, permit, variance or amendment to certificate(s) of occupancy, as the case may be, shall not require the consent of the Condominium Board, any Unit Owner or the holder of any mortgage encumbering a Unit and the Condominium Board shall cooperate in all respects with Sponsor, its designees and the Commercial Unit Owners in connection therewith.

The consent of the Condominium Board, any other Unit Owners and/or the holder of any mortgage on a Unit, shall not be required for the exercise by any Commercial Unit Owner, Sponsor or its designees, as the case may be, of the rights and powers set forth in Section 9 or Section 11 of the Declaration. The signatures of any of the other Unit Owners or Condominium Board are not required in connection with any amendment to the Declaration or By-Laws or Floor Plans permitted above or to any application or other document necessary or convenient to the exercise by a Commercial Unit Owner, the Sponsor or its designees, as the case may be, of any of their rights or powers under Section 9 or Section 11 of the Declaration, including but not limited to any application or document required by the Department of Buildings, the Real Property Assessment Bureau of the City of New York or any other governmental agency in connection with an amendment to the certificate of occupancy of the Building or the establishment of separate tax lots for any newly created condominium units and reapportionment of assessed valuation by reason thereof. Nevertheless, the Unit Owners and the Condominium Board are required to upon request, execute any such amendments, applications or other documents referred to or described above and the Declaration provides that they grant to each Commercial Unit Owner, the Sponsor and its designees, an irrevocable power of attorney coupled with an interest and granted for a valuable consideration, and with full power of substitution, to execute, deliver and/or record any and all such amendments, applications or other documents on behalf of the Condominium Board and the Unit Owners, and any such execution, delivery and/or recording does not require the consent of the Condominium Board or the Unit Owners.

The Condominium Board, at the request of the owner of a Commercial Unit, will enter into one or more nondisturbance, subordination and attornment agreements, each with a tenant of such owner (each, a **"Non-Disturbance Agreement"**), each of which agreements shall provide, among other things, that (i) the tenant acknowledges that its lease is subordinate to the Declaration, (ii) the Condominium Board agrees that the rights of the tenant under such tenant's lease, including its rights to possession of the premises covered by the lease, will not be disturbed by the Condominium Board if there shall be a default by such Unit Owner under these By-laws or the Declaration and that such tenant's lease will continue in effect in such event, provided, however, that such tenant is not in default of its obligations under its lease, (iii) the Condominium Board shall accept payment of any sum or performance of any obligation required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration or these By-Laws from or by such tenant with the same force and effect as though paid or performed by such Unit Owner and (iv) such other terms as may be requested by such Unit Owner provided that they are reasonable or customary in subordination, non-disturbance and attornment agreements generally. Notwithstanding the foregoing, the Condominium Board shall have no obligation to enter into or deliver a Non-Disturbance Agreement unless (1) the owner of such Commercial Unit is not in default in the payment of any Common Charges payable

to the Condominium Board and is not otherwise in breach of its obligations to the Condominium Board under the Declaration and By-Laws and (2) the owner of such Commercial Unit shall pay all reasonable costs and expenses of the Condominium Board, including reasonable attorneys' fees and expenses, incurred in connection with any request for a Non-Disturbance Agreement.

**Rights and Obligations of Condominium Board; Summary of By-Laws**

The Condominium is an unincorporated association which is created by virtue of submission of the Property to the provisions of the Condominium Act in accordance with the Declaration and By-Laws set forth in Part II of the Plan. Summarized below are certain provisions of the By-Laws, including certain of the provisions relating to governance of the Condominium. A Purchaser should review in detail the full text of the Declaration, By-Laws, and Rules and Regulations thereunder which are set forth in Part II of the Plan.

The Condominium Board initially shall be comprised of three members selected by and affiliated with Sponsor. Following the first meeting of Unit Owners, the Condominium Board will consist of nine (9) members, two (2) of whom will be selected by the Commercial Unit Owners and the balance of whom will be selected by the Residential Unit Owners (including Sponsor). The Condominium Board has no authority to remove any of its members, but the Condominium Board may, by the affirmative vote of a majority of its members, remove any officer, either with or without cause.

Any member of the Condominium Board may be removed with or without cause by a Majority in Common Interest of Unit Owners electing any such member pursuant to the By-Laws, except that if any member of the Condominium Board was elected by or is a designee of a Commercial Unit Owner, the Sponsor or any of its designees, as the case may be, such member may not be removed for other than for cause except by the written consent of such Commercial Unit Owner, Sponsor or its designees, as the case may be. However, such member may be removed for cause by a Majority in Common Interests of Unit Owners (inclusive of the Unit Owner(s) electing such member) following notice and an opportunity to be heard; provided that any such member that is removed shall be replaced with a member designated by the Commercial Unit Owner or the Sponsor or its designee, as the case may be, that elected or designated such member that was removed.

Powers and Duties of Condominium Board

Subject to applicable laws and the By-Laws, the powers and duties of the Condominium Board include, without limitation, (a) the operation and maintenance of the General Common Elements and Residential Limited Common Elements, and employment of personnel for such purpose, (b) determination and collection of the General Common Charges and Residential Limited Common Charges, (c) amending the Rules and Regulations, (d) having bank accounts and investing funds for the Condominium, (e) acquiring, selling, leasing, and mortgaging Units, (f) insuring the Property, adjusting claims, and repairing the Common Elements after a casualty or condemnation, (g) enforcing

obligations of Unit Owners, (h) borrowing money on behalf of the Condominium, (i) granting certain utilities and other easements, and (j) representing Residential Unit Owners in connection with a protest of real estate taxes (excluding Unit Owners who timely give written notice to the Condominium Board that they do not want such representation on their behalf in the manner provided in the Bylaws).

The potential personal liability of the Condominium Board is discussed under the heading "Liability of Condominium Board, Officers, and Unit Owners" which appears later in this section.

Voting by Unit Owners

At each Unit Owner's meeting, each Unit Owner will be entitled to cast one (1) vote at all meetings of the Unit Owners for each one hundredth of one percent (.001%) of Common Interest applicable to the Unit of such Unit Owner.

The Commercial Unit Owners shall have the right to designate two (2) members of the Condominium Board to represent them on the Condominium Board. The balance of the members of the Condominium Board will be designated and/or elected by the Residential Unit Owners as provided in the By-laws.

Subject to the above right of the Commercial Unit Owner to designate two (2) members of the Condominium Board and except as provided in the section of the Plan entitled "**Control By Sponsor**," each Residential Unit Owner in the Condominium, including the Sponsor and any of its designees owning Units, will be entitled to vote for members of the Condominium Board based on their percentage Common Interest. Each Unit Owner may cast the number of votes allocated to his or her Unit for each Member of the Condominium Board to be elected, however, Unit Owners may not cumulate their votes. See "**Control By Sponsor**" for a description of the provisions of the By-laws pertaining to the right of the Unsold Residential Unit Owners (including Sponsor), as a group, to designate a specified number of Residential Members of the Board as applicable from time to time, which right is in addition to and not in lieu of the right of the Unsold Residential Unit Owners to vote for Residential Members who are nominated by Non-Sponsor Owners.

The vote of a Majority in Common Interest of Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except as provided above with respect to the election of the members of the Condominium Board and as otherwise provided in the Declaration or the By-Laws.

Meetings of Unit Owners

After the first meeting of the Unit Owners described above (see **"Control by Sponsor"**), the By-Laws provide that annual meetings shall be held on the second Tuesday of November of each succeeding year unless such day shall be a holiday, in which event the meeting shall be held on the next succeeding business day. At such

meeting, the Unit Owners shall elect members of the Condominium Board and shall also transact such other business of the Condominium as may properly come before the meeting.

It shall be the duty of the President of the Condominium to call a special meeting of the Unit Owners if so directed by resolution of the Condominium Board or upon a petition signed and presented to the Secretary of the Condominium by not less than 25% in Common Interest of all the Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. The By-Laws provide that no business shall be transacted at a special meeting except as stated in the notice.

Officers

The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Condominium Board. The Condominium Board may appoint additional officers. No officer of the Condominium shall, except as may otherwise be provided by the Condominium Board from time to time, receive any compensation for acting as an officer of the Condominium.

The President shall be the chief executive officer of the Condominium, and shall have all of the general powers and duties which are incident to the office of President, including presiding at meetings and appointing committees. The President must be a member of the Condominium Board. The Vice President performs the duties of the President when he or she is absent or unable to act. The Secretary keeps the minutes and gives notice of meetings. The Treasurer keeps financial records and deposits funds for the Condominium.

Units Acquired By the Condominium Board

All Units acquired or leased by the Condominium Board or its designee, shall be held by such Condominium Board or its designee, on behalf of all Unit Owners and the rent or purchase price, closing costs and adjustments payable in connection therewith shall constitute a General Common Expense (except that all such costs with respect to the Superintendent's Unit or any other Residential Unit for occupancy by the Resident Superintendent shall be a Residential Common Expense). No Units held by the Condominium Board shall carry any voting rights.

Repair or Reconstruction after Fire or Other Casualty

If the Building or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board will, except as set forth below, arrange for the prompt repair and restoration thereof (but excluding machinery, appliances, fixtures, furniture, furnishings or other personal property within a Unit). If the insurance proceeds are insufficient to cover the cost of repairs or restorations, then such cost shall constitute a General Common Expense. Any surplus insurance proceeds shall be paid to all Unit Owners in accordance with the respective Common Interests of their respective Units, except that no payment shall be made to a Unit Owner until there has first been paid, out of his or her share of

such funds, such amounts as may be necessary to reduce unpaid liens on his or her Unit, in the order of priority of such liens.

If three-fourths or more of the Building is destroyed or substantially damaged and if seventy-five (75%) percent or more in Common Interest of all Unit Owners do not duly resolve within sixty (60) days from the day of such damage or destruction to proceed with the repair or restoration thereof, then the Building will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common. In that case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in accordance with the respective Common Interests of their respective Units, provided, however, that no payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit in the order of the priority of such liens.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable as herein above provided in the event of a loss amounting to $1,000,000.00 or less. However if such proceeds are in excess of $1,000,000.00, then such proceeds shall be payable to and held by the Insurance Trustee pursuant to the provisions of the By-Laws. The fees and expenses of the Insurance Trustee shall be paid by the Condominium Board and shall constitute a Common Expense.

Insurance

The Condominium Board is required to obtain and maintain, to the extent obtainable at reasonable rates and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) fire insurance with all risk extended coverage, and vandalism and malicious mischief endorsements, insuring the Building (but excluding machinery, appliances, fixtures, furniture, furnishings or other personal property within a Unit), together with all service machinery contained therein and covering the interests of the Condominium, the Condominium Board and all Unit Owners as additional insured parties, and their mortgagees, all, as their respective interests may appear, in an amount equal to at least 80% of the full replacement value of the Building (exclusive of foundation and footings), without deduction for depreciation; (b) worker's compensation and New York State disability benefits insurance; (c) water damage insurance to the extent, if any, determined by the Condominium Board; (d) fidelity bond for the Managing Agent of the Condominium, to the extent, if any, determined by the Condominium Board; (e) errors and omissions coverage for members of the Condominium Board and officers, to the extent, if any, determined by the Condominium Board; (f) comprehensive general liability insurance and (g) such other insurance as the Condominium Board may determine from time to time.

The amount of fire insurance and all risk extended coverage to be maintained until the first meeting of the Condominium Board following the first annual meeting of the Unit Owners shall be in at least the sum set forth in "Footnotes to Schedule B." Purchasers

should refer to the "Footnotes to Schedule B" to determine the extent of insurance coverage and the cost thereof for the First Year of Condominium Operation.

All policies of physical damage insurance shall contain, to the extent obtainable at reasonable rates, waivers of subrogation and waivers of any defense based on co-insurance or other insurance or of invalidity arising from any acts of the insured and of pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten days' prior written notice to all of the insureds, including all Unit Owners and their mortgagees. Duplicate originals or certificates of insurance for all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and their mortgagees at least ten days prior to the expiration of the then current policies. Each such policy shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to the mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Condominium Board and the Insurance Trustee provided in the By-laws. Any insurance maintained by the Condominium Board may contain such deductible amounts as the Condominium Board may determine from time to time.

The cost of the premiums for all insurance referred to above shall be a General Common Expense except as may be provided in the Rules and Regulations and except that the premiums for worker's compensation and disability insurance for employees of the Condominium Board shall be a Residential Common Expense or General Common Expense, as the case may be, in accordance with the allocation of Condominium staff, for budget purposes, to the servicing of the Residential Limited Common Elements and General Common Elements, respectively. See "**Footnotes to Schedule B**" and Article V, Section 20 of the By-laws.

Each Unit Owner may carry supplemental or additional insurance for his or her own benefit, provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such supplemental or additional insurance carried by such Unit Owner.

Liability of Condominium Board, Officers, and Unit Owners

To the extent permitted by applicable law, no member of the Condominium Board or any managing agent, manager, or officer shall have any personal liability with respect to 1) any contract, act or omission of the Condominium Board or any managing agent, manager, or officer in connection with the affairs or operations of the Condominium (except in their capacities as Unit Owners), or 2) any mistake of judgment, negligence, or otherwise, except in either case, for their own willful misconduct or bad faith. The By-Laws require that every contract made by the Condominium Board or by any managing agent thereof or any officer shall state that (a) it is made only as agent for all Unit Owners and such Condominium Board or managing agent or officer shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total

liability as the Common Interests of all Units owned by such Unit Owner bears to the aggregate Common Interests of all Units, and (ii) unless provided by the Condominium Board in its sole and absolute discretion, such Unit Owner's interest in his or her Unit and its appurtenant Common Interest. A Unit Owner shall, in the same proportion as his or her Common Interest, indemnify each member of the Condominium Board and each officer against any and all claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of or related to the performance of such duties as a member of the Condominium Board or officer, except those arising out of his or her own bad faith or willful misconduct, and except as may be provided by law. The Condominium Board may contract, or effect any other transaction, on competitive terms, with any member of the Condominium Board, any officer, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct, and except as may be provided by law.

Reports. Notice, Books and Records

Annual financial statements prepared in accordance with generally accepted accounting principles, certified by an independent certified public accountant, shall be submitted by the Condominium Board to all Unit Owners within four months after the end of each fiscal year.

The Secretary of the Condominium is required to give notice to each Unit Owner of record of each annual and special meeting of Unit Owners in the manner set forth in Article III, Section 3 of the By-laws.

Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more than once a month.

Amendments to Condominium Documents

Except as otherwise provided in the By-Laws or the Declaration with respect to a Commercial Unit Owner, Sponsor or its designees, as the case may be (including without limitation, their rights, under certain circumstances, to amend the Declaration and the By-laws without the consent of the Condominium Board or its Unit Owners), the Declaration and the By-laws may be amended by vote of not less than 80% in number and in Common Interest of all Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however (i) any such amendment will not be effective against a holder of a mortgage of record affecting a Unit if Mortgage Representatives (as defined in the By-Laws) shall have been designated in accordance with the By-laws (and the Condominium shall have received written notice of such designation as provided therein) and a majority of such Mortgage Representatives shall not consent thereto in writing, which consent shall not be unreasonably withheld or delayed; (ii) if the Sponsor or its designees or any Commercial Unit Owner shall not have voted in favor of such amendment, then same shall not be effective unless reasonably necessary or convenient to the conduct of the affairs of the Condominium and/or the operation of the Property and such amendment shall not decrease the rights of such

Commercial Unit Owner, the Sponsor or its designees or increase the obligations of such Commercial Unit Owner, the Sponsor or its designees and (iii) an amendment to the Declaration or the By-laws which constitutes a Commercial Affairs Amendment may be adopted solely by the written consent or approval of a Commercial Amendment Majority, without any requirement of obtaining the consent of any Unit Owner, the Condominium Board or any holder of a mortgage encumbering a Unit. The provisions of Section 16 and Section 9 of the Declaration may not be amended without the unanimous consent of all the Unit Owners.

Termination of Condominium

The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws or (b) such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners. No such vote under clause (b) in the preceding sentence shall be effective without the written consent of a majority of the Mortgage Representatives (provided that Mortgage Representatives shall have been designated in accordance with the By-Laws and the Condominium Board shall have received written notice thereof). In the event said withdrawal is authorized as provided above, the Property shall be subject to any action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in accordance with the respective Common Interests of their respective Units, provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of his or her share of such net proceeds, all liens on his or her Unit, in the order of priority of such liens.

Review of Real Estate Tax Assessments

The Condominium Board may act as an agent of each Residential Unit Owner, except only those Residential Unit Owners who timely notify the Condominium Board (in the manner provided below) that they do not want the Condominium Board to act as their agent, to complain or apply to the local and county real estate tax assessment agency or board of review by filing a single complaint on behalf of each such Residential Unit Owner pursuant to the applicable sections of the Real Property Tax Law. The Condominium Board may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and assess as a Common Charge against all such Unit Owners a pro rata share of expenses, disbursements, and legal fees paid or incurred in connection with any such complaint or application. A Residential Unit Owner will be deemed to have authorized the Condominium Board to act as such owner's agent for the foregoing purposes unless the Condominium Board shall have received, not later than fifteen (15) days after the assessed valuation for such Unit Owner's Unit shall first be set (whether on a tentative or official basis) by the applicable real estate tax assessment agency or applicable Governmental Authority, written notice from such Residential Unit Owner that such owner does not wish the Condominium Board to act as such owner's agent for the foregoing purposes.

Reserves

The Condominium Board has the right to assess, respectively, General Common Charges and Residential Common Charges, to create such reserves as the Condominium Board may determine to be reasonably necessary for general operating costs and expenses, working capital and/or replacement and improvement of, respectively, the General Common Elements and the Residential Limited Common Elements.

Real Property Law Section 339-kk.

Under Real Property Law Section 339-kk ("Section 339-kk"), if the owner of a Residential Unit is a non-occupying owner who rents his or her Residential Unit to a rental tenant and then fails to make payments due for common charges, special assessments or late fees (collectively "Condominium Charges") for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in accordance with the following paragraph, all rental payments from the tenant shall be directly payable to the Condominium.

If the common charges, special assessments or late fees due for any Residential Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Condominium Board shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, special 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 Board at the address listed on the notice.

Where a majority of the Condominium Board has been elected by and from among the Unit Owners who are in occupancy, the Condominium Board may elect not to require that rental payments be made payable to the Condominium Board. At such time as payments for common charges, special 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 shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Condominium Board's claim to rental payments pursuant to Section 339-kk shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Condominium Board, which must be held within thirty (30) days of the date that such Condominium Board receives notice that such owner seeks to dispute such claim.

Nothing in Section 339-kk shall limit any right of Unit Owners or of the Condominium Board existing under any other law or agreement.

Payment by a rental tenant to the Condominium made in connection with Section 339-kk shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

Declaration and By-Laws

A copy of the Declaration and By-Laws is set forth in Part II of the Plan.

## INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following summary is for informational purposes only and is based upon information provided by Sponsor's counsel, Herrick, Feinstein LLP, in its opinion set forth in the Section of the Plan entitled "**Opinion of Counsel**".

Each Unit Owner will own his or her Unit, together with its appurtenant Common Interest, in fee simple, and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Because each Unit Owner will own his or her Unit in fee simple, the owner may mortgage such Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

It is the opinion of Herrick, Feinstein LLP that, under present law, owners of Residential Units will, for federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the taxable year in which the same are paid (or accrued in the case of a taxpayer who uses the accrual method of accounting for income tax purposes). It is also the opinion of Herrick, Feinstein LLP that, under present law, each owner of a Residential Unit will, for New York State and New York City income tax purposes, be entitled to the same deduction that is allowed for federal income tax purposes for the mortgage interest and real estate taxes paid or accrued during the taxable year.

The aforesaid deductions, however, are subject to certain exceptions and limitations, which are more particularly discussed in the income tax opinion set forth in the Section of the Plan entitled "**Opinion of Counsel**." No opinion is being given regarding the income tax consequences of the purchase or ownership of the Commercial Unit. In addition, the aforesaid deductions in favor of an owner of a Residential Unit may vary from year to year due to, where and to extent applicable, changes in the interest rate on the such owner's mortgage on his Residential Unit (if any) or from changes in the allocation of constant debt service payments to interest and principal thereunder, or due to changes in real property taxes resulting from changes in assessed value, the tax rate or the method of assessing real property.

Common Charges will be borne by the Unit Owners and assessed and collected by the Condominium Board. See the income tax opinion in the Section of the Plan entitled "**Opinion of Counsel**" below, for a further discussion of the tax status of the Condominium.

No representations or warranties are made that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will allow any of the aforementioned deductions or that the tax laws, or the

regulations or rulings issued thereunder, or any judicial interpretation thereof upon which Herrick, Feinstein LLP has based its income tax opinion will not change. In no event will Sponsor, the Selling Agent, the Managing Agent, or any other person connected with this offering be liable if, at any time or for any reason, it is held that Residential Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid make any representations or warranties with respect to the tax consequences of this Plan or the tax consequences or ownership of any Units offered under the Plan, and no one has been authorized to make such representations or warranties.

Tax Status of the Condominium

Ordinarily, a condominium board may elect to be exempt from federal income taxes on Common Charges collected from Unit Owners under Section 528 of the Internal Revenue Code, provided certain prerequisites are met.

However, in order to elect such status,

(a) the Condominium must be organized and operated to provide for the acquisition, construction, management, maintenance and care of the Property;

(b) 60% or more of the gross income of the Condominium for the taxable year must consist solely of amounts received as membership dues, fees or assessments from owners of Units in the Condominium;

(c) 90% or more of the net expenditures of the Condominium for the taxable year must be for the acquisition, construction, management, maintenance and care of the Property;

(d) no part of the net earnings of the Condominium may inure (other than by acquiring, constructing or providing management, maintenance and care of the Property and other than by a rebate of excess membership dues, fees , or assessments) to the benefit of any private shareholder or individual;

(e) substantially all of the Units must be used by individuals as residences; and

(f) the Condominium must make such election at such time in such manner as the Secretary of the Treasury prescribes by regulations.

However, because the square footage of the Commercial Unit exceeds 15% of the Building's total square footage, the Condominium will not be able to satisfy the requirement that substantially all of the Units be used by individuals as residences and the Condominium Board will not be able to elect tax-exempt status under Section 528 of the Internal Revenue Code. See "**Opinion of Counsel**" and "**Budget for First Year of Condominium Operation, Schedule B.**" Until the conversion of sufficient Commercial

Units to residential use such that the Condominium is permitted to make the Section 528 election, the Condominium may be subject to income taxes on the excess of the Common Charges and investment income over the expenses of operating the Condominium (See "**Counsel's Tax Opinion Letter**"). Sponsor makes no representation or warranty that sufficient Commercial Units shall be converted to residential use such that the Condominium shall be permitted to make the Section 528 election.

However, it should be noted that the Condominium would, even if permitted to make an election under Section 528 of the Code, still be required to pay a tax for any taxable income it may receive. For this purpose, "taxable income" is defined as the excess, if any, of (a) the gross income for the taxable year (other than "exempt function income" as defined below) over (b) the deductions allowed by the Code which are directly connected with the production of such gross income (excluding "exempt function income") computed with certain modifications provided in Section 528. "Exempt function income" is defined as any amount received as membership dues, fees or assessments from owners of condominium housing units.

If an election under Section 528 is not available then the tax status of the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528 under which the tax status of the Condominium is uncertain.

Because the By-Laws provide that the Condominium Board will act as agent of the Unit Owners, the Condominium Board may take the position that it simply acts as agent for the Unit Owners and is not a separate taxable entity. In such a case, the Unit Owners would include in their gross income, and be taxed on, income derived by the Condominium Board. This income may include interest earned from investments on the amounts which are assessed and collected from the Unit Owners, or rental income.

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Condominium Board, such as assessment and expenditure of Common Charges, the Condominium Board constitutes an association separately taxable as a corporation. In that event, the Condominium may be deemed to be subject to federal corporate income tax on the amount, if any, by which Common Charges (together with any income earned from other sources, such as interim investments of funds by such association) exceed the current expenses paid or incurred by the Condominium as are deductible for federal income tax purposes. The Condominium may likewise be subject to the New York State corporation franchise tax and the New York City general corporation tax. For a further discussion of the tax status of the Condominium, see "**Counsel's Tax Opinion**".

**NO WARRANTIES ARE MADE THAT THE INTERNAL REVENUE SERVICE, THE DEPARTMENT OF TAXATION AND FINANCE OF THE STATE OF NEW YORK OR THE DEPARTMENT OF FINANCE OF THE CITY OF NEW YORK WILL ALLOW INCOME TAX DEDUCTIONS. FURTHER NO WARRANTIES OR REPRESENTATIONS ARE MADE THAT THE TAX LAWS UPON WHICH SPONSOR'S COUNSEL BASE ITS OPINION WILL NOT CHANGE AND IN NO SUCH EVENT WILL SPONSOR, THE SELLING AGENT, SPONSOR'S COUNSEL, THE CONDOMINIUM BOARD, COUNSEL TO THE**

**CONDOMINIUM BOARD OR ANY OTHER PERSON CONNECTED WITH THIS OFFERING BE LIABLE IF FOR ANY REASON IT SHALL BE DETERMINED THAT RESIDENTIAL UNIT OWNERS DO NOT MEET OR AT ANY FUTURE TIME CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL REVENUE CODE, THE NEW YORK TAX LAW, THE NEW YORK CITY ADMINISTRATIVE CODE OR ANY AMENDMENT TO ANY OF THEM. MOREOVER, NONE OF THE AFORESAID MAKES ANY REPRESENTATIONS, GUARANTIES OR WARRANTIES WITH RESPECT TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF ANY UNIT OFFERED UNDER THE PLAN EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND NO ONE ELSE HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS, GUARANTIES OR WARRANTIES OTHER THAN THOSE CONTAINED HEREIN.**

**EACH PURCHASER SHOULD CONSULT HIS OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THE PLAN AND OF UNIT OWNERSHIP.**

# OPINION OF COUNSEL

HERRICK, FEINSTEIN LLP
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November 28, 2001

Yorkville Towers Associates, Limited Partnership
c/o Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016

Re: Condominium Offering Plan for
The Ruppert Yorkville Towers Condominium at
1601-1619 Third Avenue and
1623-1641 Third Avenue
New York, New York (the "Plan")

Gentlemen:

You have requested our opinion concerning (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes (but not for the purposes of the New York City earnings tax on nonresidents) to persons who purchase Residential Units and Storage Units (each a "Unit" and collectively "Units") in The Ruppert Yorkville Towers Condominium (the "Condominium") for residential use (the "Unit Owners") under the Plan, (ii) the treatment for such income tax purposes of the Common Charges paid or borne by the Unit Owners, and (iii) whether the method used to determine the undivided percentage interest of each Unit in the Common Elements of the Condominium complies with Real Property Law Section 339-i ("Section 339-i"). Except where otherwise indicated herein, the terms used in this opinion have the same meanings as in the Plan.

In this connection, we have reviewed the Plan, the relevant sections of the Internal Revenue Code of 1986, as amended ("Code"), the New York State Tax Law, the New York City Administrative Code, the Regulations promulgated thereunder, Section 339-i, and such other materials as we deemed relevant.

**1. Deductibility of Mortgage Interest and Real Estate Taxes.**

Pursuant to the Plan, a Unit Owner will own his or her Unit and its appurtenant interest in the Common Elements in fee simple, and, once each Unit is separately assessed for real estate taxes as provided in the Plan, each Unit will be taxed as a separate tax lot for real estate tax purposes. Each Unit Owner may mortgage his or her Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. In our opinion, under Sections 163 and 164, respectively, of the Code, a Unit Owner will, for federal income tax purposes, be entitled to a deduction for interest paid with respect to such mortgage indebtedness and for real estate taxes paid with respect to a Unit during a taxable year, subject, however, to the conditions discussed below. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.

An individual owner of a Unit who uses such unit for personal purposes may only deduct interest on debt secured by such Unit if such debt was incurred to acquire, construct or substantially improve his or her principal residence or designated secondary residence but only to the extent the principal amount of all such debts do not exceed $1 million ($500,000.00 for married persons filing separately) in the aggregate and such debts are secured by such residence. In addition, an individual may deduct, generally, the interest on other debt secured by such residences to the extent the principal amount is not in excess of $100,000 ($50,000 for married persons filing separately).

The deductions for real estate taxes and mortgage interest incurred with respect to a Unit which the Unit Owner uses for personal purposes are itemized deductions which are subject to the overall limitation on itemized deductions imposed by Section 68 of the Code. Pursuant to Section 68, if a taxpayer's adjusted gross income exceeds the Applicable Amount set forth in Section 68(b) of the Code, such person's itemized deductions are reduced by the lesser of (1) 3 percent of the amount by which such taxpayer's adjusted gross income exceeds the applicable amount, or (2) 80 percent of the amount otherwise allowable as an itemized deduction. The Applicable Amount is $100,000, adjusted for inflation (for 2001 the inflation adjusted Applicable Amount is $132,950). The Applicable Amount for married persons filing separately is one-half of the foregoing amount.

Taxpayers who intend to use a Unit in a trade or business or to hold a Unit for the production of rental income may be subject to the passive activity loss rules of Code Section 469. Taxpayers who intend to hold a Unit for investment will be subject to the investment interest rules of Code Section 163(d). Such taxpayers should consult their personal tax advisers as to the effect of Code Section 469 or 163(d) on their interest deduction. Taxpayers who do not own a Residential Unit but purchase a Storage Unit should consult their personal tax advisors as to the tax consequences of ownership.

It is also our opinion that an individual Unit Owner will, for New York State income tax purposes (and if such Unit Owner is a New York City resident, then for New York City resident income tax purposes only), likewise be entitled to a deduction equivalent to that which is allowed for federal income tax purposes for such mortgage interest and real estate

taxes paid or accrued during the taxable year. Section 615 of the State Tax Law. New York imposes its own limitation on itemized deductions. If a taxpayer's adjusted gross income is more than $100,000 but not more than $475,000, New York itemized deductions are reduced by up to 25%.

The Tax Reform Act of 1986 modified the alternative minimum tax ("AMT") which a taxpayer may be subject to if the tax computed on that basis exceeds the regular income tax. Certain deductions are not allowed in computing a taxpayer's income for AMT purposes including, generally, deductions both (1) with respect to mortgage interest on a personal residence which is not "qualified housing interest" and (2) with respect to real estate taxes payable in connection with such residence. Interest in connection with debts incurred to acquire, construct or substantially improve a principal residence or designated secondary residence used by the taxpayer is "qualified housing interest" which can be deducted in full in computing taxable income for AMT purposes.

**2. Common Charges.**

Common Charges will be borne by Unit Owners and assessed and collected by the Board of Managers of the Condominium ("Board"). Under Code Section 528, a condominium board may be eligible to elect to be exempt from federal income tax on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met.

Section 528 permits a condominium management association to elect its benefits only if (a) substantially all of the units are used by individuals for residences, and (b) the condominium management association is:

1. organized and operated to provide for the acquisition, construction, management, maintenance and care of association property;

2. 60 percent or more of the gross income of the association for the taxable year must consist solely of amounts received as membership dues, fees, or assessments from owners of residential units;

3. 90 percent or more of the expenditures of the organization for the taxable year are expenditures for the acquisition, construction, management, maintenance and care of association property; and

4. no part of the net earnings of the organization may inure (other than by acquiring, constructing, or providing management, maintenance and care of the association property, and other than rebate of excess membership

dues, fees or assessments) to the benefit of any private shareholder or individual.

Treasury Regulation §1.528-4(b) provides that substantially all of the units will be treated as used by individuals for residences only if at least 85% of the total square footage of all units is used as such residences.

It appears, that based on the relative square footages of the Commercial Units and the Residential Units as set forth in the Declaration, less than 85% of the total square footage of all Units will be used for residential purposes and the Condominium Board will not be able to elect tax-exempt status under Section 528 of the Internal Revenue Code.

If an election under Section 528 is not available or in effect for a taxable year, the tax status of the Board will be governed by the rules in effect prior to the enactment of Section 528, under which the tax status of the Board is uncertain.

Because the By-Laws provide that the Board will act as agent of the Unit Owners, the Board may take the position that it simply acts as agent for the Unit Owners and is not a separate taxable entity. In such a case, the Unit Owners would include in their gross income, and be taxed on, income derived by the Board, which may include interest or similar income which is earned from interim investments of the amounts which are assessed and collected from the Unit Owners, and may also include income from any concession and other rental income.

However, the Internal Revenue Service may contend that, for purposes of those matters administered through the Board, such as assessment and expenditure of Common Charges, the Board constitutes an association separately taxable as a corporation, See, Code Section 7701(a)(3); Treasury Regulation §301.7701-2. In such event, the Board may be deemed to be subject to federal corporate income tax on the Common Charges, which in such case would be deemed to constitute gross income of the Board to the extent that the Common Charges (together with any income earned from other sources, such as interim investments of funds by the Board) exceed the current expenses paid or incurred by the Board which would be deductible for federal income tax purposes. In such case, the Board may likewise be subject to the New York State Corporation Franchise Tax. See, e.g., Department of Taxation and Finance Advisory Opinion TSB-A-97(24)C (September 30, 1997). In FLR 92-120 (October 28, 1992) and FLR 92-11 (July 29, 1992) the New York Department of Finance interpreted Section 11-602.1 of the Administrative Code as requiring an unincorporated association to issue stock in order to become subject to the General Corporation Tax. Those rulings held that the Board would be subject, however, to the unincorporated business tax on any income which is not exempt from federal taxation pursuant to Section 528 of the Code. However, subsequent to the issuance of those rulings, the Administrative Code was amended and the General Corporation Tax now applies to all associations taxable as a corporation for federal income tax purposes whether or not shares of stock are issued.

Even if the Board is treated as a separate taxable entity, published rulings indicate that Common Charges assessed by the Board should not constitute gross income of the Board to the extent that they are designated for use solely to make specified capital improvements and are maintained in a separate bank account, because either the Board is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected (Rev. Rul. 75-370, 1975-2 C.B. 25) or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the Board (Rev. Rul. 75-371, 1975-2 C.B. 52; cf., Concord Village, Inc., 65 T.C. 142 (1975)). However, if treated as contributions to capital, it should be noted that when such amounts (together with any other funds accumulated by the Board) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be subject to tax on his or her *pro rata* share of the amount expended to the extent of the earnings of the Board.

In the event that the Board is required to pay any federal, New York State or New York City income or franchise taxes, and an additional assessment is made in order to meet such tax liability, the additional amount collected through such assessment may itself be subject to tax. See, Old Colony Trust Co. v. Commissioner, 279 U.S. 716 (1929); Rev. Rul. 74-75, 1974-1 C.B. 19.

**3. Compliance with Real Property Law Section 339(i).**

Section 339-i.1 requires that the Common Interest of each Unit be based on any one of the following methods of calculation:

(i) the approximate proportion that the fair value of the unit at the date of the declaration bears to the then aggregate fair value of all the units;

(ii) 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 of the units, but such proportion shall reflect the substantially exclusive advantages enjoyed by one or more but not all units in a part or parts of the common elements;

(iii) in equal percentages, one for each unit as of the date of filing the declaration, or in equal percentages within separate classifications of units as of the date of filing the declaration;

(iv) upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit.

Section 6 of the Declaration states that "the Common Interest of each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value of such space to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the Unit." The Declaration also provides that the aggregate Common Interests of all Units equal one hundred percent (100%).

In connection with this opinion, we have reviewed the opinion of MMJ Commercial, Inc. included in Part I of the Plan, the information provided by you on Schedule A and the Floor Plans and have assumed the statements and information contained therein are correct and accurate. We have not reviewed or verified the calculations of floor areas used in determining the sizes of Units or the Limited Common Elements, which calculations have been furnished by you.

Based on the foregoing factors and the factual opinion of MMJ Commercial, Inc. with respect to the allocation of the Common Interest among the Units made by the Sponsor, it is our opinion that the requirements of Section 339-i have been met.

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or as to any tax status of the Plan under the laws of any other U.S. or foreign jurisdiction.

Thus, this opinion does not deal with tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business or for purposes of investment or the production of income, or which may result to a foreign Unit Owner by reason of his or her foreign status. This opinion also does not deal with the tax consequences which may arise if Units are acquired and/or leased by the Condominium Board. Purchasers must also be aware that under certain circumstances a Unit Owner, by virtue of his or her ownership of a Unit, may be deemed to become a resident of New York City and that no opinion is expressed herein as to the circumstances under which this may occur, or with respect to the income, estate or other tax consequences that may arise therefrom. Each person contemplating the purchase of a Unit is strongly advised to consult his or her own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

We make no warranty that the Internal Revenue Service or the New York State Department of Taxation and Finance will accept any or all of the views stated above. Moreover, the Federal and State tax laws and Regulations (and the rulings and decisions thereunder) may change and thereby affect the views stated above in whole or in part.

NO WARRANTIES ARE MADE THAT INTERNAL REVENUE SERVICE, THE DEPARTMENT OF TAXATION AND FINANCE OF THE STATE OF NEW YORK OR THE DEPARTMENT OF FINANCE OF THE CITY OF NEW YORK WILL ALLOW INCOME TAX DEDUCTIONS. FURTHER NO WARRANTIES OR REPRESENTATIONS ARE MADE

THAT THE TAX LAWS UPON WHICH THE COUNSEL TO THE SPONSOR BASE ITS OPINION (SET FORTH ABOVE) WILL NOT CHANGE AND IN NO SUCH EVENT WILL THE SPONSOR, THE SPONSOR'S COUNSEL, THE CONDOMINIUM BOARD, COUNSEL TO THE CONDOMINIUM BOARD, THE SELLING AGENT OR ANY OTHER PERSON CONNECTED WITH THIS OFFERING BE LIABLE IF FOR ANY REASON IT SHALL BE DETERMINED THAT UNIT OWNERS DO NOT MEET OR AT ANY FUTURE TIME CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL REVENUE CODE OF 1986, THE NEW YORK TAX LAW, THE NEW YORK CITY ADMINISTRATIVE CODE OR ANY AMENDMENT OF ANY THEREOF. MOREOVER, NONE OF THE AFORESAID MAKES ANY WARRANTIES WITH RESPECT TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF ANY UNITS OFFERED UNDER THE PLAN EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND NO ONE ELSE HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED HEREIN.

Part 3 of the foregoing opinion is confined to the matters addressed herein with respect to Section 339-i and is not intended, nor should be construed, as an opinion on other aspects of the Plan, such as the valid creation of a condominium, which is to be determined by a title insurance company.

The opinions contained herein are based upon our review of applicable statutory law and judicial precedent existing as of the date hereof, and we express no opinion as to the effect of any law that is hereafter enacted or any court case that is hereafter decided. We assume no obligation to update or supplement this opinion to reflect any changes in statutory law or judicial precedent, or any changes in fact or circumstances, that may hereafter come to our attention pertaining to the subject matter hereof.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

Herrick, Feinstein LLP

HERRICK, FEINSTEIN LLP

## WORKING CAPITAL FUND AND RESERVE FUND

Working Capital Fund

No later than thirty (30) days after the First Unit Closing, Sponsor shall contribute to the Condominium Board for its working capital the sum of $25,000.00 ("**Sponsor's Working Capital Contribution**"). In addition, at the closing of title to each Residential Unit sold by Sponsor to a Purchaser, the Purchaser shall pay to the Condominium as a contribution to the Working Capital Fund an amount equal to one month's common charges for such Residential Unit (such contributions, together with Sponsor's Working Capital Contribution, collectively, the "**Working Capital Fund**").

The Working Capital Fund may be held or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Condominium Board in its sole discretion.

No representation is made that the Working Capital Fund will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Common Charges.

**THE PROPERTY IS OFFERED IN ITS CURRENT CONDITION AS SET FORTH IN THIS PLAN, WITHOUT ANY OBLIGATION ON THE PART OF SPONSOR OR THE SELLING AGENT OR MANAGING AGENT TO MAKE ANY REPAIRS OR IMPROVEMENTS. NO GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND OR UPON THE PHYSICAL CONDITION OF THE BUILDING.**

Closing Adjustments with Condominium Board

Immediately prior to the First Unit Closing, Sponsor shall apportion the following items with the Condominium Board as of the day immediately preceding such closing:

(1) employees' wages, vacation and severance pay, pension and welfare benefits and all other payments or obligations relative to the employees of the Building;

(2) fees for assignable permits and licenses, if any;

(3) charges for electricity and gas;

(4) payments under service and maintenance contracts and concession agreements;

(5) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

(6) cost of supplies on hand at Sponsor 's cost;

(7) premiums for transferable insurance policies, provided that coverage of such policies conforms, as applicable, to that set forth in Schedule B; and

(i) any and all premiums advanced by Sponsor on account of condominium insurance policies taking effect commencing on or after the date of the First Unit Closing, to the extent that the coverage of such policies conforms, as applicable, to that set forth in Schedule B.

If the result of the closing adjustments is a net credit in favor of the Condominium, then, in lieu of Sponsor paying the Condominium Board the amount of such net credit, the amount of Sponsor 's contribution to the Working Capital Fund will be increased by the amount of such net credit. If, however, the result of the closing adjustments is a net credit in favor of Sponsor, the amount of such net credit shall be paid to Sponsor at the time of the First Unit Closing out of the Working Capital Fund, using Sponsor's initial contribution for such purpose. In no event, however, shall such payments be made to Sponsor to the extent that they would result in the reduction of the Working Capital Fund to an amount less than $10,000. If, because of the limitation set forth in the preceding sentence, Sponsor is not paid the full amount of the net credit to which it is entitled at the time of the First Unit Closing, the unpaid balance of the net credit in favor of Sponsor shall be paid to Sponsor by the Condominium Board without interest (except following default by the Condominium Board and, thereupon, at the rate of 18.0% per annum) in equal consecutive monthly installments pursuant to the terms of a negotiable promissory note, in favor of Sponsor, to be executed by the Condominium Board at the First Unit Closing. Such note shall provide that the first monthly installment shall be payable on the first day of the first calendar month following the date of the First Unit Closing and that successive monthly installments will be payable on the first day of each succeeding calendar month thereafter until the first anniversary of the date of the First Unit Closing, at which time the entire principal and any accrued and unpaid interest shall be due and payable in full. The note shall provide that the Condominium Board will be entitled to prepay such promissory note in full only, at any time and without penalty. The note shall also provide that the Condominium Board shall pay any attorneys fees incurred in connection with enforcement of the Condominium Board's obligations under such note.

Reserve Fund

Within thirty (30) days after the First Unit Closing, Sponsor will establish and transfer to the Condominium Board a Reserve Fund in an amount as set forth below. The Reserve Fund is established in order to comply with the requirements of the Reserve Fund Law, a copy of which is set forth as Document Number 12 in Part II of this Plan. The Reserve Fund is required to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of the building. Until such time as a majority of the Condominium Board consists of members who reside in the Building and are unrelated to or unaffiliated with the holder(s) of the Unsold Residential

Units (including Sponsor), the Reserve Fund or Working Capital Fund may not be used to reduce projected Common Charges in the Plan.

The Reserve Fund will be established in accordance with the following provisions and conditions:

1) Definitions: The following terms shall have the meanings ascribed with respect to the Reserve Fund:

a) "Total Price" means the sum of the cost of all Units in the offering at the last price which was offered to tenants in occupancy prior to the Effective Date of this Plan, regardless of the number of sales made.

b) "Capital Replacement" means (i) a building-wide replacement of a major component of any of the following systems: (1) elevator, (2) heating, ventilation and air conditioning, (3) plumbing, (4) wiring, (5) windows; or, (ii) a major structural replacement to the Building; provided, however, that replacements made to cure code violations of record shall not be included.

2) Amount of Reserve Fund: The Reserve Fund to be established within thirty (30) days after the First Unit Closing shall be in an amount equal to either:

a) three percent (3%) of the Total Price; or

b) (i) three percent (3%) of the actual sales price of all Residential Units sold by Sponsor at the time the Plan is declared effective (provided, however, that if such amount is less than one percent (1%) of the Total Price, then the fund shall be established as a minimum of one percent (1%) of the Total Price); plus (ii) supplemental contributions to be made by Sponsor at a rate of three percent (3%) of the actual sales price of Residential Units for each Residential Unit held by Sponsor and sold to bona fide Purchasers subsequent to the Effective Date of the Plan and within five (5) years of the First Unit Closing, notwithstanding that the total amount contributed may exceed three percent (3%) of the total price; and provided, further, that if five (5) years from thirty (30) days after the First Unit Closing the total contributions by Sponsor to the Reserve Fund are less than three percent (3%) of the Total Price, Sponsor shall pay the difference between the amount contributed and three percent (3%) of the Total Price. Supplemental contributions shall be made within thirty (30) days of each sale.

3) Credit Against Amount of Reserve Fund: The amount of the Reserve Fund to be established pursuant to this Section may be reduced by an amount equal to the actual cost of "capital replacements" which are begun after the Plan is first submitted to the Department of Law and before the Plan is declared effective; provided, however, that any

such replacements must be set forth in the Plan, or an amendment to the Plan, together with their actual or estimated costs and further provided that such reduction or credit shall not exceed the lesser of the actual cost of the Capital Replacements or one percent (1%) of the Total Price. Sponsor has no current plans for capital replacements that, if effected, would qualify for such a reduction or credit; however, Sponsor reserves the right to amend the Plan to disclose its intent to perform one or more capital replacements which will result in a reduction to or credit against the Reserve Fund.

4) Violations: Within thirty (30) days from the date the Plan is accepted for filing by the Department of Law, Sponsor will arrange to keep on file with Selling Agent at its offices at the Building, a listing of (or copies of) all outstanding violations of record against the Building as determined by the Department of Buildings and the Department of Housing Preservation and Development, which list will be periodically updated until the First Unit Closing and which list will be made available for inspection by prospective Purchasers.

5) Sponsor's Right to Reduce Reserve Fund. SPONSOR RESERVES THE RIGHT, PRIOR TO DECLARING THE PLAN EFFECTIVE, TO FILE AN AMENDMENT TO THE PLAN DISCLOSING THAT IT SHALL FUND A LOWER RESERVE FUND THAN IS PROVIDED FOR IN THE PLAN IF AND TO THE EXTENT SUCH LOWER FUNDING SHALL BE PERMITTED BY ANY CHANGE IN, REPEAL OF OR DETERMINATION OF INVALIDITY OR UNCONSTITUTIONALITY OF, THE RESERVE FUND LAW. However, Sponsor is not aware of any pending litigation challenging the constitutionality or validity of the Reserve Fund Law.

The Reserve Fund Law also provides for civil and criminal penalties for its violation, and further provides that any waiver of its provisions is void as against public policy.

## MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

### Management Agreement

It is, at present, contemplated that on the First Unit Closing (the "**Management Agreement Commencement Date**"), the Condominium Board will enter into a management agreement with the Managing Agent (the "**Management Agreement**") for an initial term of three (3) years, subject to the rights of the parties thereto to earlier terminate the Agreement as described below. In addition, the agreement shall be automatically renewed for successive terms of three (3) years each, with each such term commencing on the day following the expiration of the previous three (3) year term (each a "Term Commencement Date") and ending on the day immediately preceding the third anniversary of the respective Term Commencement Date, unless earlier terminated in accordance with the provisions set forth below. The Condominium Board may cancel the Agreement (i) during any term by reason of a substantial and material default by the Agent in its obligations under the Agreement after thirty (30) days' prior written notice (unless the Managing Agent shall cure such default within such thirty (30) day period, or if such default is not susceptible to cure within thirty (30) days, then unless the Managing Agent shall

commence to cure the default and diligently prosecute the cure to completion) or (ii) as of the expiration date of the then current term of the Agreement from time to time (whether or not the Managing Agent shall be in default thereunder), provided that notice of such termination shall have been delivered to the Managing Agent not less than one (1) year nor more than thirteen (13) months prior to the expiration date with respect to the then current term. The Managing Agent may, at its option, cancel the Agreement at any time upon default by the Condominium Board, or at any time after the first year upon thirty (30) days' notice.

The Managing Agent will receive an annual fee of $566,100 during the initial term of the Agreement, payable in equal monthly installments in advance. During the first three-year renewal term, if applicable, the Managing Agent's fee shall be $622,710 per year and during the second three-year renewal term, if applicable, the Managing Agent's fee shall be $684,981. (For each three-year renewal term thereafter, if applicable, the fee shall be ten percent more than the fee in effect for the preceding three-year term.) The Managing Agent will be entitled to additional fees and commissions for certain special services performed by it and requested by the Condominium Board, including without limitation, the following fees: (a) for the sale through its own organization, or if the Condominium Board so advises, through other brokers, any space or Unit owned, reserved, acquired or reacquired by the Condominium at the Property, for a commission of six (6%) percent of the sales price (out of such commission of 6%, the Managing Agent shall pay any commissions due and payable to any other broker or co-broker procured by it in connection with such sale); and (b) for the leasing and/or subleasing of any space or Unit owned, reserved, acquired or reacquired by the Condominium at the Property and to renewal leases and subleases of any such space or Unit owned, reserved, acquired or reacquired by the Condominium at the Property, a commission of fifteen (15%) percent of the first year's rent. In addition, the Managing Agent shall have the right to receive from Residential Unit Owners who wish to sell or lease their Units a processing fee of $300 per purchase application and leasing application, plus reimbursement for the cost of any credit reports required by the Board.

The duties and services to be rendered by the Managing Agent include, among others:

1. billing and collecting Common Charges (Residential Common Charges and Residential General Common Charges) to and from the Residential Unit Owners and General Common Charges to and from the Commercial Unit Owner(s);

2. causing the General Common Elements and Residential Limited Common Elements to be serviced, maintained, repaired and altered in the manner deemed advisable by the Condominium Board, except that the Managing Agent shall not enter into any written contract in the name of the Condominium Board in excess of $5,000.00 for repairs, replacements, alterations, improvements, utilities or services to or of the General Common Elements and Residential Limited Common

Elements or equipment thereon, without the prior approval of the Condominium Board (other than in case of emergency);

3. employing, training, supervising, and discharging such employees of the Condominium Board, as are necessary for the operation and management of the General Common Elements and Residential Limited Common Elements;

4. maintaining, in full force and effect, all insurance required by the By-Laws, reasonably required by the Condominium Board;

5. maintaining records of cost and expenses incurred and income and receipts received in connection with the operation of the General Common Elements and the Residential Limited Common Elements (and, with respect to insurance policies, with respect to the Property);

6. furnishing to the Condominium Board statements of operations of the General Common Elements and Residential Limited Common Elements and, if requested by the Condominium Board, an annual budget, setting forth a detailed projection of cash receipts, cash receipts, cash expenditures, working capital and other necessary reserves and capital improvements and expenditures;

7. attending meetings of the Residential Unit Owners, of the Condominium Board and of all Unit Owners as a group; and

8. paying, out of the Condominium Board's operating account, bills and invoices for the costs and expenses of operating the Condominium.

The annual certified financial statement with respect to the Condominium will not be prepared by the Managing Agent. Such statement will be prepared by an independent certified public accountant engaged by the Condominium Board, whose fees are to be paid by the Condominium Board and charged to the Unit Owners as a General Common Expense.

All out-of-pocket expenses incurred by the Managing Agent in performance of its duties will be reimbursed to the Managing Agent by the Condominium Board. If Managing agent shall makes its own reproduction facilities available for newsletters, reports and/or letters for distribution as the Owner may request, Agent may charge the Condominium Board an amount therefor not exceeding $0.30 per page. In addition, the Condominium Board will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Condominium Board or for personal injury or property damage not resulting from the Managing Agent's gross negligence or willful failure to comply with its obligations under the Management Agreement.

The insurance policy to be delivered by the Sponsor to the Condominium Board on the date of the First Unit Closing includes blanket employee dishonesty insurance (which includes acts of the Managing Agent and its employees) in the amount of $3,000,000, with a $25,000 deductible. If requested by the Condominium Board, the Managing Agent shall, for the First Year of Condominium Operation, bond itself and all employees who handle, deal with or are responsible for monies of the Condominium Board under a fidelity bond in the amount of $25,000.00 for each loss, the deductible under the above blanket employee dishonesty insurance, which fidelity bond shall be in addition to the expense currently budgeted for insurance. In subsequent years of the Management Agreement, the amount of any such fidelity bond that may be requested by the Condominium Board shall be equal to the lesser of (i) the deductible under any blanket employee dishonesty insurance included in the Condominium's insurance premium or (ii) $50,000.

The Management Agreement may be assigned by the Managing Agent but not by the Condominium Board (unless the Managing Agent shall consent in writing thereto).

The managing agent for the Condominium is required by Section 352-eeee of the General Business Law to be the managing agent of all dwelling units occupied by Non-Purchasing Tenants. The Managing Agent must provide to Non-Purchasing Tenants all services and facilities required by Applicable Law on a non-discriminatory basis. Sponsor guarantees the obligation of the Managing Agent to provide all such services and facilities until such time as a majority of the Residential Members of the Condominium Board consists of members who are unrelated to or unaffiliated with the Unsold Residential Unit Owners (including Sponsor).

Other Contractual Agreements

Upon commencement of condominium operation, the Residential Section of the Condominium and General Common Elements will be subject to the then existing service and concession agreements (see the Footnotes to Schedule B for full details of the agreements in effect or proposed at the date of presentation of the Plan). The projected insurance coverage to be obtained for the First Year of Condominium Operation is contained in Footnote 8 to Schedule B.

Sponsor has reserved the right, prior to the First Unit Closing, to modify, renew and replace the existing agreements and to enter into new agreements that will be binding on the Condominium Board.

Certain space in the Yorkville Towers Building is subject to a non-exclusive license agreement between Sponsor and 900 New York Repeater Service, Inc., as successor licensee to Repeater Communications Corp., which license terminates on December 31, 2008 unless earlier terminated in accordance with the terms thereof. Pursuant to the license agreement, licensee is granted the non-exclusive right to install, store, maintain and repair the antenna on the parapet wall of the Yorkville Towers Building as well as a transmitter and certain ancillary electrical equipment at the Property. This agreement is subject to and part of Declarant's Telecommunication Rights and, accordingly, all income

derived from or in connection with such license shall belong to the Sponsor. Sponsor shall have the right, in its sole discretion, to modify, extend, renew and replace said license agreement at any time.

## IDENTITY OF PARTIES

Sponsor

Sponsor is a New York limited partnership, having an office c/o R.Y. Management Co., Inc., 1619 Third Avenue, New York, New York 10128. The general partners of Sponsor are (1) Housing Company, whose sole principal is Robert Vaccarello, (2) Leon D. DeMatteis Associates LLC, a New York corporation, whose sole principal is Robert Vaccarello, and (3) Frederick DeMatteis Family Limited Partnership, a New York limited partnership, whose sole general partner is FDF Associates LLC, and which sole general partner's sole principal is Robert Vaccarello. An additional individual, Alfonso L. DeMatteis, while not a principal of Sponsor nor the owner of a ten percent or more equity interest in Sponsor, is the general partner of a limited partner of Sponsor which, in turn, owns in excess of ten percent of the ownership interests in Sponsor.

Robert Vaccarello, Sponsor's principal, has had extensive experience in the real estate management. R.Y. Management Co., Inc. of which Mr. Vaccarrello is President, currently manages the follow cooperatives and condominiums: The Grand Sutton, 418 East 59th Street, New York, New York (cooperative), Hudson View, located in Battery Park City, New York (condominium), and Hudson Towers, 350 Albany Street, New York, New York (condominium).

Sponsor has not previously offered for sale as cooperatives, condominiums, planned unit development homes or time shares properties which were initially offered within the past five years. During the past five years, Sponsor's principal, Robert Vaccarello, has not participated as a principal in initial offerings of cooperatives, condominiums, planned unit development homes or time shares located in the State of New York. Mr. Vaccarello is not a principal of sponsors or holders of unsold shares or units which currently own or hold 10 percent or more of the unsold shares or units at cooperatives or condominiums located in the State of New York.

Sponsor's Attorneys

Sponsor has retained the law firm of Herrick, Feinstein LLP to represent it in connection with the Plan. Herrick, Feinstein LLP prepared the Plan and rendered to Sponsor an opinion with respect to the availability of income tax deductions to Purchasers and certain compliance with Section 339(i) of the Condominium Act.

The Managing Agent

R.Y. Management Co., Inc., with an office at 1619 Third Avenue, New York, New York 10128, currently is the managing agent for the Property and will be the initial managing agent for the Condominium. R.Y. Management Co., Inc. was founded in 1982 and currently manages over 14,000 residential apartments in New York City, of which approximately 3,500 are located in condominium or cooperative developments. The developments include the Property; Hudson Tower, 350 Albany Street; The Grand Sutton, 418 East 59th Street; and Concourse Village, in the Bronx. Robert Vaccarello, Sponsor's principal, is president of R.Y. Management Co., Inc. In addition, the Estate of Frederick DeMatteis owns an interest in Sponsor and family members of the late Frederick DeMatteis own and control Managing Agent.

The Selling Agent

R.Y. Management Co., Inc., with an office at 1619 Third Avenue, New York, New York 10128, is the Selling Agent. R.Y. Management Co., Inc. has not previously acted as a selling agent for cooperatives or condominiums but has had experience leasing residential and commercial rental properties, including the Property and South Cove Plaza, Battery Park City, New York. Robert Vaccarello, Sponsor's principal, is president of R.Y. Management Co., Inc.

Architect

The report on the physical condition of the Building included as part of the "**Description of Property and Building Condition**" contained in Part II of this Plan was prepared by Giannasca Gallo Architects, P.C. (the "**Architect**"), with an office at 1751 Second Avenue, New York, New York 10128. The Architect has no financial interest in the Property, Sponsor, the Managing Agent or the Selling Agent or any other party interested in this transaction, except for its fees for services rendered in connection with such report, the preparation of the Floor Plans and related matters.

## SPONSOR'S PROFIT

Sponsor is converting the Property to condominium ownership and is offering the Units for sale with the intention and expectation of making a profit.

## REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board pursuant to the By-Laws:

(1) To submit to all Unit Owners within four (4) months after the end of each fiscal year of the Condominium an annual financial statement prepared in

accordance with generally accepted accounting principles, certified by an independent certified public accountant (until such time as a majority of the Condominium Board consists of members who reside in the Building and are unrelated to or unaffiliated with the holder(s) of the Unsold Residential Units (including Sponsor); and

(2) To give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting no later than five (5) business days prior to the date fixed for the meeting.

## DOCUMENTS ON FILE

Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all exhibits submitted to the Department of Law in connection with the filing of the Plan on file and available for inspection without charge and copying at a reasonable charge at the office of the Selling Agent for a period of six (6) years from the date of the First Unit Closing. Sponsor will deliver to the Condominium Board a copy of all Condominium Documents filed with the appropriate recording office at the time of the First Unit Closing.

The Declaration and the By-Laws will be recorded in the Register's Office prior to or concurrently with the First Unit Closing. In addition, a set of the Floor Plans showing the layout, locations and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate Governmental Authority of the City of New York as conforming to the official tax lot number for each such Unit, will be filed with the Register's Office when the Declaration is recorded.

## GENERAL

This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Plan does not contain a full summary of all the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a Purchaser pursuant to this Plan, any rider or separate agreement changing or adding provisions to such document.

Except for the Tenant Litigation and except for personal injury claims, negligence claims and other claims being handled or defended by Sponsor's insurance carriers, there are no lawsuits or other legal proceedings now pending, or any judgments outstanding against Sponsor that could materially affect this offering, the rights of Purchasers of Units, the Property, the Condominium, or the operation thereof.

In accordance with the provisions of the laws of the State and City of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person because of sex, race, creed, color, national origin, ancestry, or other ground

proscribed by Applicable Law in the sale of the Units offered by Sponsor pursuant to this Plan or in the leasing of any such Units.

As of the Presentation Date, neither Sponsor nor any representative or agent thereof have, in violation of Applicable law, raised funds from, or made any preliminary offering to, or binding agreement with, tenants, subtenants, or non-occupant prospective Purchasers for the sale of Units in the Building.

Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers, or prospective Purchasers, without obtaining the consent of such Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in case of uncured default), nor unilaterally change the Purchase Price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. In the case of a material revision adversely affecting in any material respect the rights, obligations or liabilities of then existing Purchasers or reducing the undertakings or obligations of Sponsor, such Purchasers will be given the right to rescind their Purchase Agreements and be refunded all monies paid thereunder, with interest earned thereon, if any, within thirty (30) days after the presentation of the amendment. However, such rescission, as to a Purchaser who first became a tenant of the Building after the Presentation Date of this Plan, will be conditioned on the cancellation of any Interim Lease and surrender of possession of his or her Unit within thirty (30) days thereafter.

All statements and representations made in this Plan with respect to items prepared by others have been made by Sponsor in reliance upon the Persons responsible for the preparation of such items and their authority as experts.

Unless the context otherwise requires, words used in the singular in Part I of this Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine, or neuter, includes the other two.

No Person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

## SPONSOR'S STATEMENT OF BUILDING CONDITION

General

Sponsor adopts the report prepared by Giannasca Gallo Architects, PC and included as part of the "**Description of Property and Building Condition**" contained in Part II of this Plan. Sponsor represents that, to the best of its knowledge, said report

accurately states the description and condition of the Property as of the date of the inspection.

Certificates of Occupancy

Sponsor represents that the use of the Residential Units as described in the Plan in the Section of the Plan entitled "**Rights and Obligations of Unit Owners and Condominium Board; Summary of By-laws**" and in the Declaration and By-laws is authorized by the existing certificates of occupancy for the Building.

A portion of the Yorkville Towers Building, currently being occupied by TSI East 91, Inc. ("Gym Tenant") is being used as a physical culture or health establishment (the "Gym Space") under a direct lease with Sponsor and under two subleases. A special permit ("Special Permit) from the New York City Board of Standards and Appeals for use of such space as a physical culture or health establishment has been obtained for such use. The permanent certificate of occupancy for the Yorkville Towers Building does not permit occupancy by the Gym Tenant on the first floor (Yorkville Level 1). However, the Gym Tenant has obtained a temporary certificate of occupancy permitting such use on the first floor. Sponsor's lease with the Gym Tenant (the "Gym Lease") requires that the Gym Tenant obtain a permanent certificate of occupancy permitting such use; however such permanent certificate of occupancy permitting such use has not yet been obtained.

The Certificate of Occupancy for the Ruppert Towers Building specifies doctors' offices use in both the basement (lobby level) and the second floor of such building but the certificate of occupancy for the Yorkville Towers Building only specifies doctors' offices use only on the second floor of such building. There are currently doctor's offices in the cellar (Yorkville Level A), basement (lobby level) and second floor of the Yorkville Towers Building; although current zoning permits doctors' offices at each of such locations.

The Certificate of Occupancy for the Yorkville Towers Building provides for, among other uses, community room use for a portion of such building; however, the former community room is now part of the Gym Tenant's leased space at such building.

The Certificate of Occupancy for the Yorkville Towers Building indicates "school" use for a portion of the space in the cellar (Yorkville Level A) and basement (lobby level). To Sponsor's knowledge there has never been a school in the Yorkville Towers Building. Such space is now occupied by doctors' offices which are permitted at such locations under current zoning.

Annexed to **"Description of Property and Building Condition"** in Part II of the Plan are copies of violations of record affecting the Property (whether affecting the Common Elements or the Units) as of the date of the violations search. Sponsor shall not have any obligation at any time to cure such violations or any other violations (whether of record or otherwise) affecting the Property, whether affecting the Common Elements or the Units, including, without limitation, the violations referred to or set forth in the Plan. Within thirty (30) days from the date the Plan is accepted for filing by the Department of Law, Sponsor will arrange to keep on file with Selling Agent at its offices at the Building, a listing

of (or copies of) all outstanding violations of record against the Building as determined by the Department of Buildings and the Department of Housing Preservation and Development, which list will be periodically updated until the First Unit Closing and which list will be made available for inspection by prospective Purchasers.

As set forth in the report of Giannasca Gallo Architects P.C.as contained in Part II of the Plan, in the opinion of such firm none of the current violations affecting the Property are dangerous or hazardous, with the possible exception of those outstanding so-called "B" and "C" type Housing Maintenance Code violations ("**Current B/C HMC Violations**"), which Current B/C HMC Violations such firm estimates will cost not more than an aggregate of $10,000.00 ("**Estimated B/C HMC Violations Cost**") to cure.

Each Unit and the Common Elements are offered in "as is" condition as of the closing of title thereto, subject to Sponsor's obligation to maintain the Common Elements until the First Unit Closing in substantially the same condition and manner as on the Presentation Date of the Plan, reasonable wear and tear excepted (subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which Sponsor is reasonably unable to exercise control); provided that Sponsor shall have no obligation to cure any violations of record. If Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make prior thereto.

Notwithstanding the above, once the Plan is declared effective, Sponsor may nonetheless abandon the Plan on the terms and conditions set forth in the Section of the Plan entitled **"Effective Date,"** and upon such abandonment Sponsor shall have no liability to Purchasers hereunder.

Sponsor reserves the right to make, at Sponsor's expense, either before or after the First Unit Closing, certain alterations and/or improvements in some or all areas of the Main Lobbies involving, among other things, installation and/or replacement of some or all of the following: carpets, wall paneling, mirrors, planters, planter boxes, wall sconces and/or other lighting fixtures, benches and/or other seating, certain new or modified air conditioning equipment and/or systems and capping of certain window frames with polished bronze or other materials. Sponsor may decline to pursue or abandon such potential alterations and improvements and any decision with respect thereto shall not affect a Purchaser's obligation to close on the purchase of a Unit covered by a Purchase Agreement.

Except as may be expressly set forth in Part I of the Plan, Sponsor shall have no obligation to make any repairs, replacements or alterations to the Property or the Building (including without limitation, as may be reported, recommended or suggested in the Sponsor Consultants' Reports (as hereinafter defined) as contained in Part II of the Plan.

Lawless & Mangione Report

The Ruppert Yorkville Tenants Association and/or its attorneys retained Lawless & Mangione Architects & Engineers, LLP and John J. Flynn to prepare the Physical Conditions Survey and Evaluation of the Property, dated July 2, 2001 (the "**Lawless & Mangione Report**") and retained Van Deusen & Associates to prepare the Initial Elevator Evaluation for Ruppert and Yorkville Towers dated June 28, 2001 (the "**Tenants' Elevator Report**" ). A copy of the Lawless & Mangione Report and the Tenants' Elevator Report will be available for inspection by potential purchasers and their attorneys at the office of the Selling Agent. The Lawless & Mangione Report and the Tenants' Elevator Report contain different assessments of the physical condition of the Building than is set forth in the Plan (including as set forth in this section and in Part II of the Plan) and different estimates of the costs of repairs. Purchasers are advised to avail themselves of the opportunity to review the Lawless & Mangione Report and the Tenants' Elevator Report. The Addendum to the Architect's Report of Giannasca Gallo Architects, P.C. contained in Part II of the Plan addresses certain points raised in the Lawless and Mangione Report.

Recommended Facade Work

In anticipation of the Local Law 11 of 1998 filing with respect to the Building due in February, 2002, Sponsor retained Feld, Kaminetzky & Cohen, P.C. Consulting Engineers ("**Facade Consulting Engineers**") to make recommendations to management concerning repair and/or restoration of the facade of the Building. A copy of the Observation Report of Exterior Walls at Ruppert-Yorkville Towers dated February 10, 1999 prepared by Facade Consulting Engineers (the "**1999 FKC Facade Report**"), together with the summary section from the drawings and specifications, dated December 12, 2000 as prepared by Facade Consulting Engineers (the "**FKC Facade Repair Specifications**") for the purpose of obtaining bids for the facade work recommended in the 1999 FKC Facade Report (plus certain additional work) is contained in Part II of the Plan. A complete copy of the FKC Facade Repair Specifications, including drawings, will be available for inspection by potential purchasers and their attorneys at the office of the Selling Agent. Sponsor requested that Facade Consulting Engineers review the Lawless & Mangione Report as pertaining to the facade of the Building and to prepare a report responding to such report and advising Sponsor concerning the current need for the facade work recommended in the Lawless & Mangione Report. A copy of the report of Facade Consulting Engineers dated December 14, 2001 containing such response (the "**2001 FKC Response Report**") is also contained in Part II of the Plan. The recommendations of the Facade Consulting Engineers as contained in the 1999 FKC Facade Report, as supplemented by the FKC Facade Repair Specifications and the 2001 FKC Response Report, are referred to in the Plan as the "**FKC Recommended Facade Work**".

A contract for facade work has been entered into with Sentry Contracting, Inc. (the "**Sentry Facade Contract**") at a contract price of approximately $2,670,355.00 (the "**Facade Contract Stated Price**"), a copy of which contract will be available for inspection by potential purchasers and their attorneys at the office of Selling Agent. According to the 2001 FKC Response Report, the work required to be performed under the Sentry Facade Contract covers the work required to complete the FKC Recommended Facade Work

except (i) for the portion of the FKC Recommended Facade Work representing repair of estimated additional damage to the facade arising after the preparation of the FKC Facade Repair Specifications, which Facade Consulting Engineers estimate will cost an additional 15.0% of the Facade Contract Stated Price to repair (i.e. approximately $400,500.00), (ii) their estimate of the cost of the replacement bricks, which are not supplied under the Sentry Facade Contract, which the Facade Consulting Engineers estimate will cost approximately $255,000.00 and (iii) their estimate of the cost of engineering services during the facade repair project, including site visits and field inspections, which the Facade Consulting Engineers' estimate at approximately $130,000.00. Accordingly, as stated in the 2001 FKC Response Report, it is the opinion of the Facade Consulting Engineers, that the sum of $3,456,000.00 ("**FKC Total Estimated Facade Repair Cost**"), should be sufficient to complete the FKC Recommended Facade Work. The description herein of the various reports of the Facade Consulting Engineers and the other Sponsor Consultants' Reports reproduced in Part II of the Plan is qualified in its entirety by the actual text of such reports.

As set forth in "**Introduction**", upon Mitchell Lama Withdrawal, the surplus in the treasury of Housing Company is required to be paid into the general fund of the City of New York and, accordingly, it has been the general practice of Housing Company and Sponsor, as permitted by applicable law and regulations, to seek to obtain the approval of HPD to the application of existing Mitchell Lama program reserves ("**Housing Company Reserves**") to the payment of major Property repair and replacement expenses. However, Sponsor shall not be obligated to, and makes no representation or warranty that it will, seek or obtain HPD approval for application of Housing Company Reserves to the payment of any Property repairs, replacements or improvements.

HPD has approved the Sentry Facade Contract and, accordingly, the application of Housing Company Reserves to payment of the $2,670,355.00 Facade Contract Stated Price. During the course of the performance of the work under the Sentry Facade Contract, what is commonly referred to as "change orders" to the Sentry Facade Contract, representing provision for additional work at additional cost, may be agreed to and Sponsor may (but shall not be obligated to) seek HPD approval for payment of the additional cost of such change orders out of Housing Company Reserves to the extent arising prior to Mitchell Lama Withdrawal; however, no representation or warranty is made that HPD shall approve the application of Housing Company Reserves to the cost of such change orders.

Since the Sentry Facade Contract provides for the work to be completed over the course of approximately one (1) year and since Sponsor believes that typical construction delays arising from weather and other factors can be expected, it is not anticipated that the facade repair will be completed prior to the First Unit Closing nor prior to Mitchell Lama Withdrawal. The Sentry Facade Contract provides for progress payments. It is Sponsor's intent to attempt to obtain the agreement of HPD, in connection with Mitchell Lama Withdrawal, to the holding in escrow of the portion of Housing Company Reserves earmarked for the facade work, to the extent approved by HPD prior to Mitchell Lama Withdrawal, so that such funds may be used after Mitchell Lama Withdrawal to fund payments due under the Sentry Facade Contract. Although Sponsor makes no representation or warranty that such an escrow will be established for the facade work

(referred to herein as the "**HPD Facade Repair Escrow**"), it is Sponsor's understanding that escrows are commonly established in connection with withdrawals from the Mitchell Lama program to fund the cost of work for which HPD has previously approved the use of housing company reserves, with provision that any excess funds not used for the approved purpose be paid to the City of New York. However, if, after Mitchell Lama Withdrawal, the amount placed in escrow turns out to be insufficient to pay for the cost of the work, it is not expected that any shortfall will be funded by means of HPD returning any portion of the surplus as shall have been paid to the City of New York in connection with Mitchell Lama Withdrawal and that, accordingly, the Condominium will need to fund any such shortfall.

Recommended Plumbing Work

Annexed as part of Part II of the Plan is the report dated December 10, 2001 of Cosmopolitan Chemical Company ("**Water Consultant**") with respect to its investigation concerning complaints made by tenants of certain apartments at the Property concerning intermittent brown and discolored water coming from plumbing fixtures in their units, together with the proposal of Water Consultant dated February 12, 2002 to remedy such condition and which amends such report (such report and proposal, collectively, the "**Water Report**"). The description of the Water Report provided below is qualified in its entirety by the actual text of the Water Report. As stated in the Water Report, the Water Consultant's analyses of water samples did not reveal any hazardous or unsafe conditions. According to the Water Report, iron and "organics" deposits in the water piping are likely responsible for the intermittent brown and discolored water. The Water Report recommends that certain work (the "**Recommended Plumbing Work**") be performed to minimize the intermittent discoloration of the water, including, among other things, replacement of certain steel or iron fittings and valves, installation of water filters at certain locations (not in apartments), disinfection cleaning of hot water pipes with chlorine and cleaning of roof storage tanks. Sponsor makes no representation or warranty that the Water Consultant's analysis of the cause of the reported water discoloration condition is correct or that the Recommended Plumbing Work shall alleviate or remediate the condition or for how long it might alleviate the condition. The proposal of Water Consultant as contained in Part II of the Plan is for a proposed contract price of $398,960.00 ("**Estimated Plumbing Work Cost**"), which proposed contract price exceeds and supercedes the cost estimate of $93,000.00 as contained in the December 10 report referred to above. Sponsor shall have no obligation to perform the Recommended Plumbing Work, which work shall be responsibility of the Condominium, although Sponsor reserves the right to complete some or all of the Recommended Plumbing Work prior to the First Unit Closing.

Recommended Asbestos Remediation Work

Annexed as part of Part II of the Plan is a Survey Report for Asbestos Containing Materials dated December 11, 2001 (the "**Asbestos Report**") of Environmental Management Solutions of NY, Inc. ("**Asbestos Consultant**"). As stated in the Asbestos Report, there is certain pipe fitting insulation in damaged condition located in certain areas of the garage/basement areas of each of the Ruppert Towers and Yorkville Towers buildings which contains asbestos containing material and which, therefore, now requires

removal or repair (the "**Recommended Asbestos Remediation Work**"), at an aggregate cost of $35,000.00 ("**Estimated Asbestos Remediation Cost**") as estimated by Asbestos Consultant. Sponsor shall have no obligation to perform the Recommended Asbestos Remediation Work, which work shall be the responsibility of the Condominium (although Sponsor reserves the right to complete some or all of the Recommended Asbestos Remediation Work prior to the First Unit Closing). The description herein of the Asbestos Report is qualified in its entirety by the actual text of the Asbestos Report.

Apartment Transformers Replacement

The 13 distribution transformers with respect to the apartments at the Property are original to the construction of the Building (which was completed on or about 1974) and have never been replaced. The Lawless and Mangione report states that these transformers have a typical service life of 25 to 40 years. Sponsor has been advised that the typical service life for these transformers is approximately 25 years. As noted in the Lawless and Mangione report, as transformers age they may become noisy, and develop internal shorts or hot spots. Management has received complaints from tenants about the noise from certain of these transformers, including, in particular one transformer located in the west side of the Yorkville Tower building and one transformer on the east side of the Ruppert Tower building. Those two transformers may need to be replaced in the near future and, since the other apartment transformers in the Building are of the same approximate age, all apartment transformers could need replacement in the near future. Sponsor has received an estimate of the cost to replace an apartment transformer in the amount of $65,000.00 each, inclusive of labor and materials. Based upon this estimate, replacement of all 13 apartment transformers would cost approximately $850,000.00 ("**Estimated Transformers Replacement Cost**"). However, the time frame for replacement is uncertain. The authors of the Lawless and Mangione Report estimate that 3 apartment transformers will need to be replaced within the next 5 years at a cost of $30,000.00 each or $90,000.00 in total and that they report that "most likely they will all have to be replaced within the next twenty-five (25) years." While it is not possible to predict precisely when the various apartment transformers will need to be replaced, Sponsor assumes, based upon the typical service life, that all 13 apartment transformers will need to be replaced within 5 years after the First Unit Closing or perhaps sooner (replacement of all 13 apartment transformers, herein referred to as the "**Transformers Replacement Work**"). Sponsor shall have no obligation to replace any transformers, which work shall be the responsibility of the Condominium, although Sponsor reserves the right to replace one or more transformers prior to the First Unit Closing.

Recommended Currently Needed Work and Cost; Source of Funds

Based upon the report of Giannasca Gallo Architects, P.C. entitled "Description of Property and Building Conditions," as amended by the Addendum thereto, the Water Report, the Asbestos Report and the reports of the Facade Consulting Engineers (all of such reports, collectively, "**Sponsor Consultants' Reports**"), each as contained in Part II of the Plan, the FKC Recommended Facade Work, the Recommended Plumbing Work, the Recommended Asbestos Remediation Work, the Transformers Replacement Work and the work required to cure the B/C HMC Violations as referred to above (collectively,

the "**Recommended Currently Needed Work**") together constitute the major repair work at the Property which the authors of such reports recommend be performed on a current basis (exclusive of any work which will be the responsibility of the Commercial Unit Owner(s)). It is noted, however, that the Lawless & Mangione Report states that other repairs and replacements at the Property are now required and/or will be required in the near or not too distant future and Sponsor makes no representation or warranty that the Recommended Currently Needed Work constitutes all of the major repair and/or replacement work needed on a current basis or in the longer term. Based upon the advice of the experts who authored the Sponsor Consultants' Reports, the estimated cost of the Recommended Currently Needed Work is $4,749,960.00 ("**Estimated Recommended Repair Work Cost**"), constituting the sum of the $3,456,000.00 FKC Total Estimated Facade Repair Cost, the $398,960.00 Estimated Plumbing Work Cost, the $35,000.00 Estimated Asbestos Remediation Cost, the $850,000.00 Estimated Transformers Replacement Cost and the $10,000.00 Estimated B/C HMC Violations Cost. However, Sponsor does not guarantee or warrant that the cost to make such repairs will not exceed the Estimated Recommended Repair Work Cost and Sponsor shall have no obligation or liability for the amount by which the actual repair costs may exceed the Estimated Recommended Repair Work Cost. The cost estimates contained in the Lawless & Mangione Report for work included in the Recommended Currently Needed Work generally exceed the cost estimates therefor contained in the Sponsor Consultants' Reports. In addition, the Estimated Recommended Repair Work Cost does not cover the cost of work that the Lawless & Mangione Report recommends be performed but which is not included in the Recommended Currently Needed Work.

It is anticipated that the $4,749,960.00 Estimated Recommended Repair Work Cost shall be funded to the extent of approximately $2,670,355.00 (the Facade Contract Stated Price) from Housing Company Reserves (based upon HPD approval of the Sentry Facade Contract and assuming HPD permits the establishment of the HPD Facade Repair Escrow upon Mitchell Lama Withdrawal), thereby leaving a remaining estimated cost of $2,079,605.00 ("**Shortfall**"), which shall be the responsibility of the Condominium. The Condominium Board may elect to fund the Shortfall from the Reserve Fund except to the extent that the Condominium Board may have theretofore expended or allocated the Reserve Fund for other purposes. To the extent that the Condominium Board elects not to use the Reserve Fund to pay for the Shortfall or the unused balance of the Reserve Fund at the applicable time is insufficient to pay for the Shortfall, the Shortfall would be borne, in the case of work pertaining to the general common elements (such as the facade), by all Unit Owners in accordance with the Common Interests allocated to their respective units and, in the case of work pertaining to the Residential Limited Common Elements, by the Residential Unit Owners in accordance with the Percentages of Residential Common Interest allocated to their respective Units. Purchasers should note that the Projected Budget For the First Year of Condominium Operation as contained in this Plan makes no provision for the establishment of additional reserves for capital repairs, replacements , improvements or otherwise to supplement the Reserve Fund.

In connection with First Unit Closing, Sponsor will assign, and the Condominium will assume the obligations of Sponsor under, the Sentry Facade Contract and any other

contract for Recommended Currently Needed Work as Sponsor may have theretofore entered into and which shall not have been fully performed as of the First Unit Closing.

Adequacy of Reserve Fund

Based upon the condition of the Property as described in the Sponsor Consultants' Reports (and the conclusions of the authors of such reports as to the need for and costs of repairs at the Property) and anticipated application of $2,670,355.00 of Housing Company Reserves to the FKC Total Estimate Facade Repair Cost (based upon HPD approval of the Sentry Facade Contract and assuming HPD permits the establishment of the HPD Facade Repair Escrow) and assuming further that:

(i) the FKC Recommended Facade Work is sufficient to repair and remediate the facade of the Building and that the $3,456,000.00 FKC Total Estimated Facade Repair Cost represents the reasonable cost to perform the FKC Recommended Facade Work;

(ii) the Recommended Plumbing Work is sufficient to repair and remediate the intermittent brown and discolored water condition and that the $398,960.00 Estimated Plumbing Work Cost represents the reasonable cost to perform the Recommended Plumbing Work; and

(iii) the Recommended Asbestos Remediation Work is sufficient to repair and remediate the asbestos containing materials in the Building requiring repair or remediation and that the $35,000.00 Estimated Asbestos Remediation Cost represents the reasonable cost to perform the Recommended Asbestos Remediation Work, then

it is reasonably anticipated that the total Reserve Fund, projected on the basis of the assumptions contained in "**Footnotes to Schedule B**" shall, when fully funded (which funding may not be complete until the fifth anniversary of the First Unit Closing as set forth in "**Working Capital Fund and Reserve Fund**"), be sufficient to pay for the Recommended Currently Needed Work, plus the total cost of such other major capital improvements and replacements which are reasonably foreseeable to be required within five years of the date of the Filing Date.

Notwithstanding the foregoing, the Lawless & Mangione Report recommends additional and/or different facade work than the FKC Recommended Facade Work and at a cost which the authors of such report estimate at $13,199,940.00 (the "**Lawless Estimated Facade Repair Cost**"), which amount is far in excess of the FKC Total Estimated Facade Repair Cost of $3,456,000.00. Please see chart of "Estimate of Costs for Masonry Repairs and Waterproofing" on pages 34-35 of the Lawless & Mangione Report, which is reproduced in Part II of the Plan (as an attachment to the end of the 2001 FKC Response Report). Sponsor makes no representation or warranty that the actual cost of the facade repairs which are needed will not exceed the FKC Total Estimated Facade Repair Cost. Such actual cost could turn out to be the Lawless Estimated Facade Repair Cost or even some higher amount. The cost could also increase on account of,

among other things, the unpredictability of weather conditions that may contribute to or accelerate deterioration of the facade, unforeseen circumstances, possible hidden defects and other factors. If the actual cost of the facade repairs should be the $13,199,194.00 Lawless Estimated Facade Repair Cost, then, assuming application of Housing Company Reserves only to the Facade Contract Stated Price of $2,670,355.00 (that is, assuming HPD approval is not obtained for application of Housing Company Reserves to any other facade repair costs) and assuming further that none of the Reserve Fund is available for use to pay the costs of facade repairs (whether on account of the Condominium Board's decision not to use the Reserve Fund for such purpose, the depletion of the Reserve Fund for other purposes or otherwise), the Condominium would have a shortfall of approximately $10,529,585.00 ("**Possible Facade Repair Cost Shortfall**"), i.e. $13,199,940.00 less $2,670,355.00. The Condominium Board would then have to raise the $10,529,585.00 Possible Facade Repair Cost Shortfall, which it might decide to do by increasing Common Charges or adopting a special assessment on all Unit Owners in the amount of $1,052.96 for each 0.01% of Common Interest allocated to the respective Units (which amount could be even higher if the Lawless Estimated Facade Repair Cost should prove to be lower than the actual facade repair cost). For example, the assessment to Unit 22J at 1623 Third Avenue (common interest percentage of 0.068334%) would be approximately $7,195.29, based on the Lawless Estimated Facade Repair Cost and the above assumptions.

Accordingly, if the authors of the Lawless & Mangione Report should be correct in their determination of the work required to repair the facade or the estimated cost thereof as set forth in such report (the Lawless Estimated Facade Repair Cost) then the Reserve Fund will likely not be sufficient to provide for needed capital expenditures or capital repairs of the Property during the five years following the First Unit Closing. In addition, if the authors of the Lawless & Mangione Report should be correct in their determination of the need for other repair work and/or replacements at the Property (other than facade work and other than the Recommended Currently Needed Work), then, on that basis alone, the Reserve Fund will likely not be sufficient to provide for needed capital expenditures or capital repairs of the Property during the five years following the First Unit Closing. The amount of any shortfall in the Reserve Fund would be the responsibility of the Condominium and not Sponsor and would be expected to be borne by (i) all Unit Owners in accordance with Common Interest allocated to their respective Units (in the case of repairs to General Common Elements, such as the facade) and (ii) by the Residential Unit Owners in accordance with Percentage of Residential Common Interest allocated to their respective Units (in the case of repairs to the Residential Limited Common Elements).

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE PLAN, IN NO EVENT SHALL SPONSOR BE RESPONSIBLE TO PERFORM, OR BE OBLIGATED TO PAY ANY OF THE COST OF, ANY OF THE FKC RECOMMENDED FACADE WORK, ANY OTHER FACADE WORK (INCLUDING, WITHOUT LIMITATION, THAT RECOMMENDED BY THE LAWLESS & MANGIONE REPORT), THE RECOMMENDED PLUMBING WORK, THE RECOMMENDED ASBESTOS REMEDIATION WORK, THE TRANSFORMERS REPLACEMENT WORK, WORK TO CURE VIOLATIONS AT THE PROPERTY OR ANY OTHER REPAIR, IMPROVEMENT OR REPLACEMENT WORK WHATSOEVER PERTAINING TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY WORK RECOMMENDED TO BE

PERFORMED IN THE LAWLESS & MANGIONE REPORT), WHETHER OR NOT ON ACCOUNT OF (A) ANY ACTUAL OR PURPORTED INSUFFICIENCY OR INADEQUACY OF (1) THE SPECIFICATIONS OR REQUIREMENTS OF THE FKC RECOMMENDED FACADE WORK, RECOMMENDED PLUMBING WORK, RECOMMENDED ASBESTOS REMEDIATION WORK, TRANSFORMERS REPLACEMENT WORK OR OTHER RECOMMENDED CURRENTLY NEEDED WORK OR (2) ESTIMATES OF COSTS THEREOF (INCLUDING, WITHOUT LIMITATION, THE ESTIMATED RECOMMENDED REPAIR WORK COST, FKC TOTAL ESTIMATED FACADE REPAIR COST, ESTIMATED PLUMBING WORK COST, ESTIMATED ASBESTOS REMEDIATION COST AND ESTIMATED TRANSFORMERS REPLACEMENT COST) OR (B) THE FAILURE OF HPD TO AGREE THAT HOUSING COMPANY RESERVES MAY BE USED TO PAY FOR ANY OR ALL OF SUCH WORK, OR THE FAILURE OF HPD TO CONSENT TO THE CREATION OF A HPD FACADE REPAIR ESCROW OR OTHER ESCROW TO PAY FOR ANY OR ALL OF SUCH WORK UPON MITCHELL LAMA WITHDRAWAL AS DESCRIBED ABOVE. SPONSOR SHALL HAVE NO OBLIGATION TO APPLY TO HPD FOR APPROVAL OF THE USE OF HOUSING COMPANY RESERVES FOR ANY OF THE ABOVE WORK OR ANY OTHER WORK AT THE PROPERTY AND SHALL NOT BE RESPONSIBLE FOR ANY FAILURE TO OBTAIN HPD APPROVAL TO USE OF HOUSING COMPANY RESERVES THEREFOR. TO THE EXTENT THAT THE COST OF ANY SUCH WORK SHALL NOT BE FUNDED FROM HOUSING COMPANY RESERVES, SUCH COSTS SHALL BE THE RESPONSIBILITY OF THE CONDOMINIUM AND SHALL, TO THE EXTENT THAT THE CONDOMINIUM BOARD DOES NOT ELECT TO APPLY THE RESERVE FUND TO SUCH COSTS OR THE RESERVE FUND IS INSUFFICIENT TO PAY FOR SUCH COSTS (WHETHER ON ACCOUNT OF DEPLETION OF THE RESERVE FUND FOR OTHER PURPOSES OR OTHERWISE), (A) IN THE CASE OF WORK PERTAINING TO THE GENERAL COMMON ELEMENTS (SUCH AS FACADE REPAIR WORK), BE BORNE BY ALL UNIT OWNERS IN ACCORDANCE WITH THE COMMON INTERESTS ALLOCATED TO THEIR RESPECTIVE UNITS AND (B) IN THE CASE OF WORK PERTAINING TO THE RESIDENTIAL LIMITED COMMON ELEMENTS, BE BORNE BY THE RESIDENTIAL UNIT OWNERS IN ACCORDANCE WITH THE PERCENTAGES OF RESIDENTIAL COMMON INTEREST ALLOCATED TO THEIR RESPECTIVE UNITS.

Nothing contained above shall relieve Sponsor of its obligation to fund the Reserve Fund in the amount required by the Reserve Fund Law, subject to the limitations set forth in "**Working Capital Fund and Reserve Fund**."

Lead-Based Paint Disclosure

As of the date the Plan was first submitted to the Department of Law, Sponsor has no knowledge, records or reports of the presence of lead-based paint and/or lead-based paint hazards at the Property. Any knowledge, records or reports of the presence of lead-based paint and/or lead-based paint hazards that hereafter become known or available to Sponsor will be disclosed to each prospective Purchaser under the Plan as and to the extent required by the Lead-Based Paint Regulations, but need not be disclosed in an amendment to this Plan.

Prospective Purchasers contemplating alterations which penetrate or disturb the painted surfaces of their Units should consult with a qualified consultant or contractor for the recommended protocol to perform the alteration and avoid potential lead dust contamination.

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(ii) Sponsor's Architect
(iii) Sponsor's Expert Concerning Adequacy of Budget
(iv) Sponsor's Expert Concerning Adequacy of Common Charges Payable by the Commercial Unit Owners

# PART II

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## Document Number 1 —
## DESCRIPTION OF PROPERTY AND BUILDING CONDITION

# RUPPERT YORKVILLE TOWERS

# CONDOMINIUM

## Description of Property and Building Conditions

| Ruppert Tower | Yorkville Tower |
| --- | --- |
| West Wing – 1601 Third Avenue | West Wing – 1623 Third Avenue |
| East Wing – 1619 Third Avenue | East Wing – 1641 Third Avenue |

**Prepared by**
**Giannasca Gallo Architects, PC**
**1751 Second Avenue**
**New York, NY 10128**

**March 15, 2001**

# DESCRIPTION OF PROPERTY AND BUILDING CONDITIONS

## I. INTRODUCTION

Giannasca Gallo Architects, PC have inspected the site several times in December 2000 and Janaury 2001, and prepared this report. Any statement as to the condition of the Property or equipment thereon is made as of the respective date of inspection.

## II. PROJECT OVERVIEW

The project consists of the conversion of two apartment buildings, each with an east and west wing, from rentals to condominium ownership.

The designations in this report of levels, floors and elevator numbers conform to the designations thereof on the Floor Plans. Such designations may not coincide with any signage or markings at the buildings.

### a) Location and Use of Property

The subject property is located at 1601-1619 Third Avenue (aka Ruppert Tower) on Tax Block/Lot 1526/1 and 1623-1641 Third Avenue (aka Yorkville Tower) on Tax Block/Lot 1537/1. The subject property is located in a C2-8 Zone,

The permissible uses in a C2-8 Zone are J-2 residential, commercial and community facilities. Certain additional uses are permitted by the Board of Standards and Appeals and by the City Planning Commission.

These buildings are presently being used as high-rise apartment buildings with a total of One Thousand Two Hundred and Fifty-Eight (1,258) residential apartments, as well as commercial and professional spaces.

### b) Status of Construction

The buildings presently occupying the site were built in 1974. As per the NYC Building Code, the buildings are a Class 1A Fireproof Construction.

The building is a New Law Tenement Class "A" Multiple Dwelling

The current Certificate of Occupancy for Ruppert Tower is 83580, amended April 13, 1990. The current Certificate of Occupancy for Yorkville Tower is 79722, amended December 14. 2000. For details see attached copies of the Certificates of Occupancy.

All inspections and certifications for the elevators, boiler safety, Fire Standpipes and Sprinklers are current.

### c) Site

The site consists of two buildings bound by Third Avenue between 90th and 92nd Street. Ruppert Tower (1601-1619 Third Avenue), Block/Lot 1536/1 is approximately 201.47 feet

along Third Avenue and approximately 384.0 feet deep along both East 90th and 91st Street. Yorkville Tower (1623-1641 Third Avenue), Block/Lot 1537/1 is approximately 201.47 feet along Third Avenue and approximately 366.0 feet deep along both East 91st and 92nd Street.

Third Avenue, East 90th, 91st and 92nd Streets have curbing, sidewalks and roadways that are publicly owned by the City of New York. The maintenance of the city-owned curbs and sidewalks bordering the site are the responsibility of the property Owner. The conditions of both curbs and sidewalks are as follows:

| | Item | Material | Conditions |
|---|---|---|---|
| Third Avenue | Curb<br>Sidewalk | Steel-Faced Concrete<br>Colored Concrete | Satisfactory<br>Satisfactory |
| East 90th Street | Curb<br>Sidewalk | Steel-Faced Concrete<br>Colored Concrete | Satisfactory<br>Satisfactory |
| East 91st Street | Curb<br>Sidewalk | Steel-Faced Concrete<br>Colored Concrete | Satisfactory<br>Satisfactory |
| East 92nd Street | Curb<br>Sidewalk | Steel-Faced Concrete<br>Colored Concrete | Satisfactory<br>Satisfactory |

Catch basins exist along Third Avenue, 90th, 91st and 92nd Streets.

There is street lighting located on the sidewalks of all the streets. The street lamps are maintained and owned by the City of New York.

The curb cuts exist to the interior garages on 90th and 92nd Streets and to the service courts from 90th and 92nd Streets. Service Courts currently are used for limited commercial parking, to facilitate tenants moving in and out, and by venders and service contractors and by the New York City Department of Sanitation. The Service Courts are in satisfactory condition.

In front of both Ruppert and Yorkville Towers along Third Avenue, there are Common Plazas which, have colored concrete surfaces and are in satisfactory condition.

Residential Plazas exist at the entrance levels of both Ruppert and Yorkville Towers, which have an exposed aggregate finish. They are both in satisfactory condition

All of the above items, which are required to be maintained by the property owner, are in satisfactory condition and conform to New York City Fire and Building Codes.

d) <u>Utilities</u>

| Item: | Supplied by | Currently Billed |
|---|---|---|
| Cold Water | New York City | Metered collectively. The commercial gym is metered separately. |
| Sewer | New York City | No meters. Charges are based on buildings frontage and billed as tax |
| Electric | Con Edison | Collective meters |

| | | |
|---|---|---|
| Gas | Con Edison | Collective meters |
| Telephone | Verizon (or Individual Carriers) | Individual subscriptions |
| Cable TV | Time Warner | Individual subscriptions |

The buildings are in compliance with New York City DEP regulations requiring the installation of water meters.

e) **Sub-soil Conditions**

The load bearing capacity and porosity of the soil appears to be sufficient to support the buildings. There is no evidence of a sub-soil water condition that affects the building and there does not appear to be a danger from flooding, mud slides or erosion. There is no evidence of deterioration, deformation or settlement of the foundations. During site inspections of the garages and lower levels, Levels A, B and C in Ruppert Tower and Levels A, B, C and D in Yorkville Tower, evidence of repair of non-structural cracks in the concrete slabs were noted. This type of minor cracking and maintenance of same is routine with buildings of this age.

There is no uneven foundation movement or settling.

f) **Landscaping and Enclosures**

There are deciduous trees located in tree pits outside the property line and in planted areas within the property along Third Avenue, 90th, 91st and 92 streets. Masonry-walled planters in and bordering Common Plazas, in and bordering Residential Plazas and bordering the Residential Terraces contain conifers, annuals and perennial plantings, and, at ground level General Common, areas only grass. The Residential Plaza areas and terraces have chain link fences and swing gates. Service Courts have remote controlled gates and planters. All items are in satisfactory condition.

An irrigation system is in place at the grade level planted areas and is in satisfactory condition.

g) **Building Size**

The buildings are of irregular height and size.

Ruppert Tower, at its highest, consists of thirty-four (34) stories plus one (1) Lobby and Levels A, B and C. The highest grade to roof for Ruppert Tower is 309' –11".

Yorkville Tower, at its highest, consists of forty-two (42) stories plus one (1) Lobby and Levels A, B, C and D. The highest grade to roof for Yorkville Tower is 413' – 2".

Equipment rooms exist in the sublevels of both buildings.

At the roof of each building, there are parapets which stand approximately 3'-6" high. Bulkheads exist at the roof for equipment.

h) Structural System

The buildings are Class 1 Fireproof Construction with reinforced concrete with footings or existing masonry foundation walls.

The buildings' superstructure is of all reinforced concrete construction.

The exterior walls are of brick construction. The walls are plumb and the floors are level within normal tolerances for buildings of this size, age and construction type. The buildings are in structurally sound condition

1) Exteriors

i) Walls
The exterior walls are of brick construction. The front wall is face brick with an air space with concrete block back-up wall. The interior finish has rigid insulation over gypsum board. The bulkheads are of the same construction.

The concrete foundation and exterior walls appear to be in satisfactory condition.

The Buildings are in compliance with the requirements of Local Law 10. A copy of the latest Local Law 10 Reports prepared by KRA Associates are included with this report. The next filing date for Local Law 11 is circa March 2002.

ii) Windows
The existing windows are originals and are anodized aluminum with insulated clear glass. There are no screens due to the pivot nature of the windows. The residential windows are equipped with a limit stop located at the sill. The Management Company has advised that there were reports of leaks through the gasket at the pivot windows, although the Management Company reports no complaints have occurred in the last six (6) months. Gasket replacements have taken place. The windows are in satisfactory condition.

There are no lot line windows.

iii) Landmark Status
These buildings are not located in a Landmark District and have no Landmark Status.

2) Parapets and Copings

The parapets at Ruppert and Yorkville Towers are reinforced masonry construction with cast stone copings. The existing parapets and copings are in satisfactory condition.

3) Chimneys

There is one boiler chimney located in the east wing of each building up to the stair bulkheads. They are masonry construction with cast stone coping. There are Refuse chutes in each wing. The chimneys are in satisfactory condition.

4) Balconies and Terraces

There are no balconies in these buildings.

At both buildings, there are Residential Terraces at the Third Floor Level, which have a waterproof surface treatment applied and are bordered by masonry walls with cast stone copings. Residential Plazas are located at the Lobby Level of the buildings and have an exposed aggregate finish.

5) Exterior Entrances

There exist two (2) main entrances to each building. Ruppert Tower is accessed from East 90th and 91st Streets. Yorkville is accessed from East 91st and 92nd Streets.

The exterior entrances are of clad polish bronze doors with glass lights. Recessed metal halide lamps provide the exterior illumination.

The main entrance vestibules have automatic sliding doors with overhead sensors. There is a pivot door at the East 90th Street Entrance for Ruppert Tower and at East 92nd Street for Yorkville Tower.

There are colored concrete stairs up to the East 91st Street Entrance to Ruppert Tower and stairs down to the East 91st Street Entrance to Yorkville Tower. In addition, the East 92nd Street Entrance to Yorkville has a handicap access ramp and stairs up to the entrance. All stairs and ramp have finished aluminum handrails.

All entrances, stairs and ramp are in satisfactory condition.

6) Service Entrances

There are service entrances with hollow-metal doors and frames at each building adjacent to the 90th and 91st Streets Entrances of Ruppert and the 92nd Street Entrance of Yorkville.

Loading Docks serve as additional entrances to the Buildings for service vendors, etc. and are equipped with automatic roll-down gates.

7) Roof and Roof Structures

i) Roof
The main roof of each building is a three (3)-ply, built-up, asphalt roof system. The roof is comprised of a surface aggregate over the three-ply (3) asphalt impregnated glass fiber felt on top of two-inch (2") minimum insulation. The insulation sits over a vapor barrier, which has been set over a asphalt bitumen base coat. A twenty (20) year, No Dollar Limit warrantee with certain limitations and qualifications is in place for the roof system. The roof installation was competed in 1997.

ii) Drains
Cast iron drains are located at the main roofs, the top of the bulkheads and are also located at the third floor Residential Terraces, and Common Plazas and Residential Plaza areas. On each Main Roof, an eight-inch (8") roof leader line services the roof drainage. The other levels of the buildings use an interior cast iron leader system.

iii) Skylights
There are aluminum and glass lobby skylights located at the third floor Residential Terrace areas.

iv) Bulkheads
There are two (2) bulkheads per building with masonry and cast stone copings. The stairway interiors are concrete. There are Elevator Machine Rooms located in both wings of each building. Heater Rooms and water tanks are located in the west wing of both Ruppert and Yorkville Towers.

v) Metal Work at Roof
Each west bulkhead has a steel ladder from the Heater Room level up to a roof scuttle at the water tank level. An additional exterior ladder goes from the water tank level to the roof. Each east bulkhead has a steel ladder up to a scuttle to the roof. All items are in satisfactory condition.

vi) Rooftop Facilities
Mechanical rooftop fans are in place for residential, professional and commercial toilets and residential kitchen exhausts. The elevator shafts are vented at the roof bulkheads. There is microwave equipment at the storage room at the west bulkhead of Yorkville tower.

8) Fire Escapes

There are no fire escapes in either building. Egress is through interior fire stairs to lobbies and grade.

9) Yards and Courts

Both Ruppert and Yorkville Towers have a Service Court that is used for access to the loading dock, refuse containers, tenants moving in and out and parking.

10) Interior Stair

In each wing of each building, there are interior stairs enclosed in concrete block. The treads and risers are made of concrete with painted steel handrails. All stairs, tread, risers and handrails are in satisfactory condition.

11) Interior Doors

Individual unit entrances, roof and basement entrances consist of hollow metal doors and frames. Stairway doors and frames are constructed of 1-½ Hr. hollow metal.

12) Elevators

In Ruppert Tower, three (3) west wing passenger elevators service thirty-two (32) floors plus the Lobby. One (1) of these elevators, which is controlled from the Lobby, also services Level A for tenants' furniture deliveries, moving in and out. The three (3) east wing passenger elevators service twenty-seven (27) floors and the Lobby Level. One (1) of these which is controlled from the Lobby also services Level A for tenants' furniture deliveries, moving in and out. The Commercial elevator services Level B (keyed access), Level A, the Lobby, 1st floor (keyed access) and 2nd floor professional spaces.

In Yorkville Tower, the four (4) west wing passenger elevators service forty-two (42) floors plus the Lobby. Two (2) of the elevators, which are controlled from the lobby, also service Level A for tenants' furniture deliveries, moving in and out. The four (4) east wing passenger elevators service thirty-five (35) floors plus the Lobby Level. One (1) of these elevators which is controlled from the Lobby also services Level A for tenants' furniture deliveries, moving in and out. The Commercial elevator services Level B (keyed access), Level A, the Lobby, 1st floor (keyed access) and 2nd floor professional spaces.

i) Elevator Description.
Elevators are manufactured by Armour Company. The entire elevator system including control panels, drives, motors and cables were replaced between 1997 and 1998.

ii) Typical Elevator Machine Room includes three (3) drive sets, each consisting of 25 HP motor and 20 KW 240 V DC converter manufactured by Imperial Company.

iii) Car Controller have operation, motion, power and communication components.

iv) Elevator doors are automatic.

v) All elevators have a capacity of 16 persons/ 2,500 pounds.

13) Elevator Cabs

The residential passenger elevators have composite floor tiles with brass inlay, teak panels at the walls with reveals, wood finished fluorescent cove and low voltage lighting in a polished bronze ceiling. The commercial passenger elevators have resilient floor tiles, laminated paneled walls with reveals, laminate ceilings and low voltage lighting.

The residential passenger elevators have intercom systems and push button alarms to the control desk in the lobby. The residential passenger elevators have a video camera in each cab monitored from the control desk in the lobby

The commercial elevators have an intercom system and push button alarm to the control desk in the lobby.

i) **Auxiliary Facilities**

1) Laundry Rooms (Ruppert and Yorkville Towers)

In each wing, the laundry rooms are located on the third floor totaling two (2) laundry rooms per building. Each laundry room contains eighteen (18) General Electric coin-operated, heavy duty, washing machines arranged in two (2) rows, and nine (9) General Electric coin operated, gas-dryers installed in a single row. The laundry rooms are in satisfactory condition.

All washing and drying machines were replaced in the middle of the year 1999. The laundry rooms are in satisfactory condition. See Ventilation Section (n) for information on dryer ventilation

2) Refuse Disposal (Ruppert and Yorkville Towers)

i) Trash Collection and Disposal
Residential refuse is disposed via trash chutes and collected in 1 cubic yard capacity containers at the bottom of each chute located at Level A. Collected trash is transferred by building personnel to thirty (30) yard container located at the trash compactor. Compacted trash is stored in containers located at the loading docks. Collection and disposal are handled by the New York City Department of Sanitation.

ii) Recycling
Recycling is delivered to the Service Court area by building personnel located partially behind Yorkville and Knickerbocker Tower for pick-up by the New York City Department of Sanitation.

iii) Trash Compactor

The trash compactors are manufactured by I.D.C. and were installed in 1997. The compactors are located at Level A and are ventilated by power ventilators. For ventilation details see Section (n) of this report. Compactor and trash collection equipment is in satisfactory condition. There are trash chute rooms on each floor with service sinks.

j) **Plumbing and Drainage**

1) Water Service

Ruppert Towers

i) Location
Water service enters the building at Level A via a six-inch (6") main from 90th Street and a six-inch (6") main from 3rd Avenue. It passes through a fish trap to the water meter. Both services are connected to a header of three House Pumps, which are rated at 350 GPM / 350' TDH. One (1) of these pumps is a stand-by. House pumps discharge to a riser terminating to a roof tank. Water service is provided with RPZ backflow prevention station satisfying New York City DEP requirements.

ii) Domestic Water Service
The 4,423 gallons of domestic water reserve for this building is located in the wooden, roof top tank at the west bulkhead. Access to the tank is through a ladder and roof scuttle from the Heater Room below. There are thirty-three (33) domestic water risers.

iii) Domestic Water Heater
Two (2) gas-fired domestic water heaters are installed in the Heater Room located at Level C and two (2) gas-fired domestic water heaters are installed in the Heater Room at Roof Level, above the 36th Floor, below the water tank.

iv) The main water header is also connected to a single Fire Pump rated at 750 GPM. House pumps discharge to a riser terminating to a wooden Roof Tank at the 34th Floor. The tank is 15' in diameter and 10' in height. Water lines branch out to Siamese connections, which then connect to the Wet Sprinkler and Dry Sprinkler System.

Yorkville Tower

i) Location
Combined six-inch (6") domestic water and fire service enters each wing at Level B and passes to the water meter. Both services are connected to a header of three (3) House Pumps, which are rated at 400 GPM 400' TDH. One (1) of these pumps is a stand-by. House pumps discharge to a riser terminating to a roof tank.

Water service is provided with RPZ backflow prevention station satisfying New York City DEP requirements.

ii) Domestic Water Service
The 4,423 gallons of domestic water reserve for this building is located in the wooden, roof top tank. Access to the tank is through a ladder and roof scuttle from the Heater Room below. There are thirty-eight (38) Domestic Water Risers.

iii) Domestic Water Heaters
Two (2) gas-fired domestic water heaters are installed in the Heater Room located at Level C and two (2) gas-fired domestic water heaters are installed in the Heater Room at Roof Level, above the 42nd Floor, below the water tank.

iv) The main water header is also connected to a single fire pump rated at 750 GPM. House pumps discharge to a riser terminating to a wooden roof tank at the 45th Floor. The tank is 15' in diameter and 10' in height. Water lines branch out to Siamese connections, Wet Sprinkler System and Dry Sprinkler System.

v) Water piping is type "L" copper.

2) Fire Protection System (FPS)

Ruppert Tower

i) FPS reserve in the water tank is 5,055 gallons.

ii) Two (2) six inch (6") diameter FSP risers:
- The first riser serves floors from Lobby Level through the 34th Floor and the second riser serves floors from Lobby Level through the 29th Floor.
- Six (6) FSP Siamese valves, which are located at grade level along Third Avenue and 90th Street.
- Eleven (11) racks with 125' of hose each
- Fire Pump is rated at 750 GPM
- Standpipe Control Valve is located in the Pump Room

iii) Dry Sprinkler System
Six inch 6" water service enters the building at Level C where there is also located a meter rig and air compressor for pressurization of the system. The Dry Sprinkler System services the Garage (Levels A, B and C).

iv) Wet Sprinkler System
The Wet Sprinkler System services the corridors near the compactor rooms, compactor rooms, trash chutes located throughout the building and part of the commercial unit below grade (Storage Rooms).

Each zone is provided with a Water Flow Alarm Switch

Yorkville Tower

i) FPS reserve in the water tank is 5055 gallons.

ii) Two (2) six inch (6") diameter FSP risers:
- The first riser serves floors from the Lobby Level through the 37th Floor and
  the second riser serves floors from Lobby Level through the 42nd Floor.
- Six (6) FSP Siamese valves, which are located along Third Avenue and 92nd Street.
- Eighteen (18) hose valves each with 125' of hose

iii) Dry Sprinkler System
The Dry Sprinkler System has zones at Level A, Level C and Level D. Each zone has a dry alarm check valve. The Dry Sprinkler Systems services the Garage (Levels A, B, C and D).

iv) Wet Sprinkler System
The Wet Sprinkler System services the corridors near the compactor rooms, compactor rooms, trash chutes located throughout the building and part of the commercial unit below grade (Storage Rooms).

Each zone is provided with a Water Flow Alarm Switch

3) Water Tank (Ruppert and Yorkville Towers)

The wooden water storage tanks are located at the west wing roof bulkhead of each building. Each tank is 15' diameter and 10' in height. The combined reserve for domestic water and fire protection at each building is 9,478 gallons.

The tank, ladder and supporting structure were in satisfactory condition.

4) Hot and Cold Water Pressure (Ruppert and Yorkville Towers)

The water pressure is maintained by gravity from roof top tanks with standard minimum pressure at 8 psi at each fixture. Each building's system maintains adequate water pressure.

5) Sanitary Sewage System

Ruppert Tower

i) All sanitary distribution to the residential apartments and commercial areas are made of cast-iron.

ii) Sanitary Risers

Ruppert Tower West (1601 Third Avenue) has eighteen (18) cast-iron sanitary risers. Ruppert Tower East (1619 Third Avenue) has eighteen (18) cast-iron sanitary risers.

iii) Sewage Ejection Pump
A duplex sewer ejector pump with a discharge rate of 500 GPM is located at Level C. The pump is installed in an ejector pit 6'-0" x 6'-0" x 9'-0" deep. The pipes and valves have frost-proof treatment. An eight-inch (8") house trap is installed at the suction line at the sewer pit. The pump discharges through a six-inch (6") line to City sewer.

iv) Sewage disposal is to New York City sewer lines located in the street.

v) New York City does not require permits for waste disposal.

Yorkville Tower

i) All sanitary distribution to the residential apartments and commercial areas are made of cast-iron.

ii) Sanitary Risers
Yorkville Tower West (1623 Third Avenue) has eighteen (18) cast-iron sanitary risers. Yorkville Tower East (1641 Third Avenue) has eighteen (18) cast-iron sanitary risers

iii) Sewage Ejector Pump
A duplex sewer ejector pump with a discharge rate of 500 GPM is located at Level D. The pump is installed in an ejector pit 6'-0" x 6'-0" x 9'-0" deep. The pipes and valves have frost-proof treatment. An eight-inch (8") house trap is installed at the suction line at the sewer pit. The pump discharges through a six-inch (6") line to City sewer.

iv) Sewage disposal is to New York City sewer lines located in the street.

v) New York City does not require permits for waste disposal.

6) Storm Drainage System – (Ruppert and Yorkville Towers)

i) Storm Leaders
Each building has six (6) cast-iron storm risers that go to the ejector pits.

ii) The storm drains at the Third Floor Residential Terraces, Common Plazas and Residential Plazas and the roof top drains connect to the storm risers. Grade level catch basins occur in the Service Court areas.

7) Plumbing Fixtures – (Ruppert and Yorkville Towers)

i) All plumbing, sanitary and fire protection systems and equipment are in satisfactory condition. Roof tanks are cleaned twice a year. Sewage ejector pump impellers were replaced in November 2000. All facilities are kept clean and appear to be well maintained.

k) **Heating – (Ruppert and Yorkville Towers)**

1) Comfort Heating

i) Residential apartments are heated by electric baseboard radiators, which are provided with thermostats. The radiators' sizes are 750 W, 1000 W, 1,250 W, 1,500 W, 2,000 W and 2,500 W.

ii) Lobby Level (Ruppert and Yorkville Towers)

- The south part of the Lobbies have 20 KW Electric Duct Heater at the air conditioning units. There are four (4) heat pump consoles with 3 KW electric heating coil.
- The Automatic Sliding Door Vestibules areas of each building have Air Curtains with 19 KW Electric heating coil.
- The Corridors near the Lobbies and Lobbies of each building use 20 KW Electric Duct Heaters at the air conditioning units.
- A second system servicing the Lobbies, as well as the Elevator Lobbies of each building use 20 KW Electric Duct Heaters at the air conditioning units.
- The East Elevator Lobby of each building has eight (8) Heat Pump Consoles with 3 KW Electric Heating coils.
- The North part of the Lobby in Ruppert Tower and the South part of the Lobby in Yorkville have four (4) Heat Pump Consoles with 3 KW Electric heating coils.

2) Domestic Water Heating (Ruppert and Yorkville Towers)

i) The Domestic water is heated by two (2) Domestic Water Heaters installed at the Mechanical Rooms located in the lower levels and two (2) heaters installed at the Mechanical Room at Roof Level. The Heaters were manufactured by Rockmills, Model MP 100, in 1993. Heating surface is 500 Sq. Ft. 100 Boiler HP each.

ii) The domestic water heaters are gas-fired. Total gas input equals 3,600,000 BTUH per building (Capacity exceeds the load).

iii) Exhaust flues from individual heaters are connected to a breeching, which is then connected to the vertical flue. Tempered combustion air is introduced into the machine rooms.

iv) Condition of the Equipment
Heating equipment appeared to be in satisfactory condition. Air conditioning and heating equipment serving the lobby areas were installed in 1996. Domestic water heaters were replaced in 1997. The apartment electric radiators surveyed were in satisfactory condition.

l) Gas Supply (Ruppert and Yorkville Towers)

1) Gas Main
Eight-inch (8") gas main enters the gas meters and feeds to four (4) gas-fired domestic water heaters. The eight-inch (8") main also feeds twenty-seven (27) gas risers providing gas to gas-fired ranges in all apartments and gas-fired dryers in the laundry rooms.

2) Gas Metering
Each building has common gas meters. There is no individual (direct) tenant gas metering.

3) Condition of the Equipment
All gas service equipment appeared to be in satisfactory condition. There were no observed gas leaks.

m) Air Conditioning

1) Residential Apartments (Ruppert and Yorkville Towers)
The tenant spaces are air conditioned by through-the-wall (sleeve type) air conditioning units as manufactured by General Electric. Typically in each apartment the living/dining room ( 12,000 BTUH unit) and the bedrooms (8,000 BTUH unit) have air conditioning units.

2) Ruppert Tower - Lobby Level

i) South Park of Lobby
Because the condenser water is available only during the summer season, air conditioning is provided by water source heat pumps. These heat pumps function only as air conditioning units.

- Ceiling-mounted horizontal unit
- Supply air flow rate = 3,200 CFM (High Flow), 2,800 CFM (Low Flow)
- Air distribution via linear diffusers
- Cooling capacity = 8 Tons, Condenser Water flow rate = 26 GPM
- Manufacturer/Model: Command Aire / SCHD-080

- Four (4) under-window heat pump consoles
- Cooling capacity 2 Tons each

ii) Elevator Lobby East, Elevator Lobby West and Lobby
- Ceiling mounted horizontal unit
- For performance data see item i.

iii) Lobby and Parts of the Commercial Unit (East portion of [Main] Lobby)
- Floor-mounted vertical air conditioning unit
- Supply air flow rate = 3,300 CFM
- Air distribution via ceiling diffusers and a linear diffuser
- Cooling capacity = 8 Tons, Condenser Water flow rate = 26 GPM

iv) Elevator Lobby East (Heat Pumps)
- Eight (8) under-window heat pump consoles
- Cooling capacity 2 Tons each

v) North Part of Lobby (Heat Pumps)
- Three (3) under-window heat pump consoles
- Cooling capacity 2 Tons each

vi) There are no heat pumps in the Elevator Lobby West.

3) Cooling Tower CT-1 (Ruppert Tower)
Condenser water for ceiling-mounted Lobby air conditioning units are provided from the cooling tower installed in Cooling Tower Room adjacent to Mechanical Room on Level C (See i and ii above).

- Cooling tower capacity: 825 GPM of condenser water
- Two (2) 25 HP motors
- Manufacturer / Model: Baltimore Air Coil / VNT-275A
- Ducted air intake to cooling tower is provided with sound attenuator

4) Condenser Water Pump CP-1 (Ruppert Tower)
- Capacity: 900 GPM. 100' TDH. 40 HP motor

5) Condition of the Equipment (Ruppert Tower)
Air conditioning equipment appeared to be in satisfactory condition. Most of the professional offices are serviced by through-the-wall (sleeve style) air conditioners. Individual residential apartment air conditioning units currently are serviced by building personnel on an as needed basis

6) Yorkville Tower- Lobby Level

i) Commercial Gym Space
Air conditioning is provided by a water-cooled air conditioning unit with a supply air flow rate = 3,700 CFM (12 Ton)

ii) Commercial Space (East part of [Main] Lobby)
Air conditioning is provided by a water-cooled air conditioning unit with a supply air flow rate = 900 CFM (3 Ton)

iii) North Part of Lobby
Air conditioning is provided by water source heat pumps installed circa 1996. Since the condenser water is available only during the summer season, these heat pumps function only as air conditioning units

- One (1) Ceiling mounted horizontal unit
- Supply air flow rate = 3,200 CFM (High Flow), 2,800 CFM (Low Flow)
- Air distribution via linear diffusers
- Cooling capacity = 8 Tons, Condenser Water flow rate = 26 GPM
- Manufacturer/Model: Command Aire SCHD-080

iv) Lobby area South, Elevator Lobby West and Elevator Lobby East
- One (1) Ceiling mounted horizontal unit
- For performance data, see item iii.

v) Commercial Space (West part of [Main] Lobby)
- Floor mounted vertical unit
- Supply air flow rate = 3,500 CFM (High Flow), (3,000 CFM Low Flow)
- Air distribution via ceiling diffusers
- Cooling capacity = 10 Tons, Condense Water flow rate = 30 GPM
- Manufacturer/Model: Command Aire SCVD-100

vi) South Part of Lobby (Heat Pumps)
- Four (4) under-window heat pump consoles
- Cooling capacity 2 Tons each

vii) Elevator Lobby East (Heat Pumps)
- Eight (8) under-window heat pump consoles
- Cooling capacity 2 Tons each

viii) There are no heating pumps in the Elevator Lobby West.

For heating capacities see Heating Section

7) Cooling Tower CT-1
Condenser water for air conditioning units are provided from cooling tower installed in Cooling Tower Room adjacent to Mechanical Room

at Level C.

- Cooling tower capacity: 825 GPM of condenser water
- Two (2) 25 HP motors
- Manufacturer / Model: Baltimore Air Coil VNT-275A
- Ducted air intake to cooling tower is provided with sound attenuator

8) Condenser Water Pump CP-1
- Capacity: 900 GPM, 100' TDH, 40 HP motor

9) Condition of the equipment
Air conditioning equipment appeared to be in satisfactory condition. Most of the professional offices are serviced by through-the-wall (sleeve style) air conditioners. Individual residential apartment air conditioning units currently are serviced by building personnel on an as needed basis.

**n) Ventilation**

Ruppert Tower

1) General Exhaust and Ventilation Air Supply

i) GE-1 (10 HP)
GE-2 (7 ½ HP)
Exhausts Parking Garage
Air passes through sound attenuator before discharge through the wall .

ii) GE-3 (1,650 CFM ¾ HP)
Exhausts Compactor Room at Level B.
Discharges to a plenum with GE-1 and GE-2

iii) GE-4 (¾ HP)
Exhausts the Compactor room

iv) GE-5 (¾ HP)
Exhausts Pram Room

v) GE-6 Exhausts Laundry Room Ruppert East (1 HP)
GE-7 Exhausts Laundry Room Ruppert West (1 HP)

2) Toilet Exhaust Fans

Ruppert West (1601): TEF-29 to TEF-42 (¾ HP)
Ruppert East (1619): TEF-43 to TEF-56 (¾ HP)

3) Kitchen Exhaust Fans – Ruppert West (1601)
KEF-7 (1 ½ HP)

KEF-9 (1 ½ HP)
KEF-25, 28, 29, 30 (¾ HP)

4) Kitchen Exhaust Fans - Ruppert East (1619)
KEF -1 THROUGH KEF-6 (1 ½ HP)
KEF-8 (1 ½ HP),
KEF-10 THROUGH KEF-24 (¾ HP)

5) Transformer Exhaust Fans
Transformer Exhaust Ruppert West (1601): TREF-3 (1 ½ HP)
Transformer Exhaust Ruppert East (1619): TREF-4 (1 ½ HP)

6) Air Handling Units

i) AH-1 General Ventilation (1 HP)
(air handler with electrical coil)
Tempered air is supplied to Compactor Room, Telephone Equipment Room, Electric Closet and part of the Commercial Unit below grade (Storage Rooms).

ii) AH-3 (2 HP)
Tempered air is supplied to Switchboard Room and Network Compartment Room

iii) AH-4 (5 HP)
Tempered air is supplied to Compactor Room, Telephone Equipment Room, Storage Units and Electric Closets and part of the Commercial Unit below grade (Storage Rooms).

7) Condition of the Equipment
All ventilation equipment inspected appeared to be in satisfactory condition.

Yorkville Tower

1) General Exhaust and Ventilation Air Supply

i) GE-1 (24,500 CFM 10 HP)
GE-2 (30,000 CFM 15 HP)
Exhausts parking garage at Level C
Air passes through sound attenuator before discharge through the wall.

ii) GE-3 (1,650 CFM ¾ HP)
Exhausts Compactor Room at Level B
Discharges to a plenum with GE-1 and GE-2

iii) GE-4 (1,500 CFM ¾ HP)
Exhausts the Compactor room and Pram room

iv) GE-5 (1,250 CFM ¾ HP)
Exhausts Electrical Closet

v) GE-9 (2,400 CFM 1 HP)
Elevator Room Exhaust

2) Toilet Exhaust Fans (Yorkville East and West)
TEF-1 to TEF-28 (¾ HP – 1 HP)

3) Kitchen Exhaust Fans (Yorkville East and West)
KEF-1 to KEF-24 (½ - 2 HP)

4) Transformer Exhaust
Transformer Exhaust Yorkville West( 1623): TREF-1 (2 HP)
Transformer Exhaust Yorkville East (1641): TREF-2 (2 HP)

5) Laundry Exhaust
Laundry Exhaust Yorkville West (1623): GE-7 (3,800 CFM 1 HP)
Laundry Exhaust Yorkville East (1641): GE-8 (2,800 CFM 1 HP)

6) Air Handling Units (Level A)

i) AH-1 (8,800 CFM 3 HP
(air handler with electrical coil)
Tempered air is supplied to Compactor Room, Telephone Equipment Room, Electric Closet and part of the Commercial Unit below grade (Storage Rooms).

ii) AH-2 (11,000 CFM 3 HP)
Tempered air is supplied to Switchboard Room and Network Compartments.

- AH-1 and AH-2 are installed in the Machine Rooms and have common outside air intake.

iii) AH-3 (8,400 CFM 5 HP)
Tempered air is supplied to Compactor Room, Telephone Equipment Room, Storage Units and Electric Closets and part of the Commercial Unit below grade (Storage Rooms).

iv) AH-4 (7,000 CFM 1 ½ HP)
Tempered air is supplied to the Switchboard Room.
Automatic control by thermostat

5) Condition of the Equipment
All ventilation equipment inspected appeared to be in satisfactory condition.

o) **Electrical System**

1) Electric Power and Light Distribution - General Description
(Ruppert and Yorkville Towers)

i) Apartment
- Electric Baseboard Heat
- Kitchen Appliances
- Lighting
- Air Conditioners
- Home Entertainment Devices

ii) Building Services
- Elevators
- Laundry
- Sewer Pump
- Fire Pump
- Domestic Water Circulating
- Compactor
- Cooling Tower & Pump
- Toilet Exhaust Fans
- Kitchen Exhaust Fans
- General Exhaust Fans
- Heating and Ventilation Units
- Booster Pumps
- Air Conditioning Units
- Lighting

Ruppert Tower West – 1601 Third Avenue

2) Systems Arrangement
Con Edison service enters through sleeves in the foundation wall to the Switchboard Room at Level A and is branched as follows:

- Service End Box
- CT Cabinet
- Main Distribution Panel
- Six Switches:

| | |
|---|---|
| Service Switch S.S. # 1 - 1300A | Service Switch S.S. # 4 - 800 A |
| Service Switch S.S. # 2 - 1300 A | Service Switch S.S. # 5 - 1200 A |
| Service Switch S.S. # 3 - 800 A | Service Switch S.S. # 6 - 1600 A |

Switches #1, #2, #3, #4, #5, #6 are connected to the trough by 40-500 MCM, 7½ KVA transformer serving Fire & Sprinkler Alarm System, which is connected directly to Current Transformer Cabinet.
125 HP Fire Pump is connected to SSW #4
All feeders are copper

3) Power Panel Schedule

i) Main Distribution Panel: (3 ph-4 wire-265/460 V)
House Pumps
Transformer (27$^{TH}$ floor)
Air conditioning Unit AC-1
Duct Heater
PP-AB

PP-29 & PP-PH
LP-BA

ii) Power Panel PP-AB: (3 ph-460 V)
Compactor
General Exhaust GE-4
Air Handler AH-2
Duct Heater
Air Compressor

iii) Power Panel PP-29: (3 ph-460 V)
Roof Fans

iv) Power Panel PP-PH at Bulkhead Level: (3 ph-460 V)
(3) 100A SW-serving elevator motors
(1) 30A SW-serving elevator controllers
Roof Fans
Hot Water Booster Pumps
Hot Water Circulating Pump
Equipment Room Exhaust Fan

4) Apartment Distribution

i) Apartment Distribution Panel DB # 1: (3 ph-4 wire-120/208 V)
500 KVA transformer on 7th Floor

ii) Apartment Distribution Panel DB # 2: (3 ph-4 wire-120/208 V)
620 KVA transformer on 19th Floor

iii) Apartment Distribution Panel DB # 3: (3 ph-4 wire-120/208 V)
500 KVA transformer on 24th Floor

5) Lighting Distribution Board DB-7: (3 ph-4 wire-120/208 V)

| | |
|---|---|
| Panel CA | Panel Garage |
| Panel Lobby | Panel Laundry |
| Panel Canopy | Panel Area Lighting |

Ruppert Tower East – (1619 Third Avenue)

2) System Arrangement

Con Edison service enters to Switchboard Room at Level B through sleeves in foundation wall and is branched as follows:

- Service End Box
- Current Transformer Cabinet with Meter Pan
- Main Distribution Panel
- Six Service Switches:

| | | | |
|---|---|---|---|
| S.S. # 1: | 800 A | S.S. # 4 | 400 A |
| S.S. # 2: | 1200 A | S.S. # 5 | 800 A |
| S.S. # 3 | 400 A | S.S. # 6 | 800 A |

Switches #1, #2, #3 are connected to trough with 16-750 MCM
Switches #4, #5, #6 are connected to trough with 16-750 MCM
All feeders are copper

2) Power Panel Schedule

i) Main Distribution Board: (3ph-4 wire-265/460 V)
Power Panel PP-A
Power Panel PP-C

ii) Power Panel PP-A
General Exhaust GE-2, GE-3
Compactor
Air Conditioning Unit AC-2
Duct Heaters

iii) Power Panel PP-C
General Exhaust GE-1
Circulating Pump P-2
Air Handler AH-1, AH-4
Elevator
Sewage Ejector Pump
Duct Heater
Cooling Tower Fan CT-1
Condenser Water Pump CP-1

iv) Power Panel PP-24: (3 ph-460 V)
Roof Fans

v) PP-30: (3 ph-460 V)
(4) 400 A Elevators and Controllers
Roof Fans

4) Lighting Panel Schedule:

| | |
|---|---|
| GB Panel | 3 ph-4 wire-120/208 V |
| Lobby Panel B | 3 ph-4 wire-120/208 V |
| LP Canopy B | 3 ph-4 wire-120/208 V |
| LP BB | 3 ph-4 wire-120/208 V |
| Panel PRB | 3 ph-4 wire-120/208 V |
| Panel PRC | 3 ph-4 wire-120/208 V |
| Panel M | 3 ph-4 wire-120/208 V |

5) Apartment Distribution Panel Schedule:

| | | |
|---|---|---|
| i) | Apartment Distribution Board DB-4 | 3 ph-4 wire-120/208 V |
| ii) | Apartment Distribution Board DB-5 | 3 ph-4 wire-120/208 V |
| iii) | Apartment Distribution Board DB-6 | 3 ph-4 wire-120/208 V |
| iv) | Apartment Distribution Board DB-8 | 3 ph-4 wire-120/208 V |

Lobby and Corridor Lighting (Ruppert East and West):
The Lobby public lighting is incandescent down-lights at 75 watts each. All corridor lighting above the Lobby level is fluorescent lights at 38 watts each. On each floor there are two (2) emergency lights adjacent to stairwell entrance.

Yorkville Tower West (1623 Third Avenue)

1) System Arrangement
Con Edison service enters to Switchboard Room through sleeves in foundation wall at Level A to Switchboard Room and branches as follows:

- Service End Box
- CT Cabinet with Meter Pan
- Main Distribution Panel
- Six Switches:

| | | | |
|---|---|---|---|
| S.S. # 1: | 1200 A | S.S. # 4 | 1200 A |
| S.S. # 2: | 1200 A | S.S. # 5 | 600 A |
| S.S. # 3 | 800 A | S.S. # 6 | 2000 A |

Switches #1, #2, #3 are connected to trough with 28-500 MCM.
Switches #4, #5, #6 are connected to trough with 28-500 MCM.
200 HP Fire Pump is connected to trough with 3-500 MCM.

2) Power Panel Schedule

| | |
|---|---|
| DB # 1 | 350 KVA transformer on 36th Floor |
| DB # 2 | 800 KVA transformer on 29th Floor |

| | |
|---|---|
| DB # 3 | 500 KVA transformer on 17th Floor |
| DB # 4 | 650 KVA transformer on 6th Floor |
| DB # 5 | Elevator service 25th Floor |

Elevator service: PP-PH at Bulkhead Level
(3) 100A SW (1) 30A SW

Yorkville Tower East (1641 Third Avenue)

1) System Arrangement
Con Edison service enters to Switchboard Room through sleeves in foundation wall at Level B to Switchboard Room and branches as follows:

- Service End Box
- CT Cabinet
- Main Distribution Panel
- Six Switches:

| | | | |
|---|---|---|---|
| S.S. # 1 | 800 A | S.S. # 4 | 400 A |
| S.S. # 2 | 200 A | S.S. # 5 | 600 A |
| S.S. # 3 | 1200 A | S.S. # 6 | 400 A |

Switches #1, #2, #3, #4, #5, #6 are connected to trough with 40-500 MCM
7½ KVA transformer serving Fire & Sprinkler Alarm System is connected directly to C/T Cabinet.

2) Power Panel Schedule

| | |
|---|---|
| - DB B | Lobby Air Conditioning and Heating Equipment |
| - PNL "A" | Lobby Air conditioning and Heating Equipment |
| - PRC 6, 7, 8 | Lobby Air Conditioning and Heating Equipment |
| - DB # 1 | 500 KVA transformer on 7th Floor |
| - DB # 2 | 620 KVA transformer on 19th Floor |
| - DB # 3 | 500 KVA transformer on 24th Floor |

- Elevator service: PP-PH at bulkhead level
(3) 100A SW (1) 30A SW

3) The rest of the electrical systems (apartment and lighting distribution) in Yorkville Tower East and West are identical or very similar to electrical systems in Ruppert Tower East and West.

Lobby and Corridor Lighting (Yorkville West and East):
The Lobby public lighting is incandescent down-lights at 75 watts each. All corridor lighting above the Lobby level is fluorescent lights at 38 watts each. On each floor there are two (2) emergency lights adjacent to stairwell entrance.

Ruppert and Yorkville Towers

Condition of the Electric Systems and Equipment
Most of the electrical systems and equipment are the original installation. Systems and equipment inspected appeared to be functioning in a satisfactory manner. According to the Management Company records, the apartments' electric baseboard radiation occasionally require thermostat replacements on an as needed basis. In addition, noises emanating from the Transformer Rooms (Ruppert and Yorkville Towers) may be noticeable and/or irritating to particular residents who are sensitive to such noises.

**p) Intercommunication and Reception Facilities**

1) Intercom

i) One-way system Intercom
The guard at the Control Desk can call up to the apartments to announce visitors or deliveries. The tenants can respond to the guard's call but cannot initiate calls to the Control Desk.

ii) Closed-Circuit Video System
The residential elevators, laundry rooms, loading docks and all lobby entrances are monitored by video cameras.

iii) The system and equipment when inspected appeared to be in satisfactory condition.

2) Master Antennae

The buildings are equipped with a master antennae system, which provide basic TV reception to all residential units. The antennas are located on the west bulkheads with transformers at the rooftop and signal booster equipment rooms on the 17th floor in Ruppert Tower and the 24th Floor in Yorkville Tower. The equipment is in satisfactory condition.

3) Cable TV

The buildings are serviced by Time Warner. Take-off locations are in the stair halls. In the residential corridors, individual lines run in mouldings at the ceilings. The cable equipment is located in the basement. The equipment is in satisfactory condition.

**q) Lobby and Corridor Area Lighting**

1) Lobbies have recessed lighting. Exterior lighting at entrances is provided by metal halide. Lamp lighting levels are adequate.

2) Residential and above Lobby level commercial corridors have circular fluorescent

fixtures. Stair halls have fluorescent strip lights. Laundry rooms have fluorescent lighting. Lower level corridor lighting is a combination of fluorescent and incandescent lighting.

r) **Garage and Parking Areas**

1) In Ruppert Tower, Attendant Parking Garage is located at Levels A, B and C. In Yorkville Tower, the Attendant Parking Garage is located in Levels, A, B, C & D. They have fluorescent lights, painted concrete block walls and concrete floors.

2) The Garage's Fire Protection is a Dry Sprinkler Head System. Siamese Connections are located at each side of each building. The Garages and Fire Protection Systems are in satisfactory condition.

3) The Service Court areas provide a limited number of parking spaces for vendors and service contractors.

4) For ventilation, see Section (n) of this report.

s) **Swimming Pool(s)**

There is one (1) swimming pool in the commercial space (fitness club), which is for the use of members of the fitness club only.

t) **Playgrounds and Recreation Facilities**

Exterior children's play equipment exists at the Lobby Level in play areas located at the 92nd Street Entrance of Ruppert Tower and at the 90th Street Entrance of Yorkville Tower. Tile surfaces and playground equipment are in satisfactory condition.

u) **Permits and Inspections**
The following is a listing of required inspections.

1) Elevator Inspection/Test Reports
Every two (2) years, Elevator Inspections are done by a private elevator contractor who then files the inspection with the NYC Department of Buildings. There are seven (7) devices in Ruppert Tower and nine (9) in Yorkville Tower.

2) Low Pressure Boiler Inspection
Annually, a NYC Authorized Inspector conducts Low-Pressure Boiler Inspections. There are four (4) low-pressure boilers in Ruppert Tower and four (4) low-pressure boilers in Yorkville.

3) Standpipe Siamese Connections Inspection
Every five (5) years an independent contractor submits test reports to the NYC Fire Department. There are five (5) standpipe Siamese connections at Ruppert Tower and five (5) standpipe Siamese connections at Yorkville Tower.

4) Elevator, Boiler and Standpipe periodic certifications as designated above were valid as of the date of this report.

v) **Violation**

A Violation Search is attached to this report.

w) **Unit Information**

The following information is based on the inspection of forty (40) residential units in Ruppert and Yorkville Towers.

1) Typical Apartment Size

The Real Estate Board of New York criteria was used for determining the room count.

**Ruppert Tower – 1601 (West Wing) Third Avenue ***

| Unit Designation | Description of Rooms | Room Count |
|---|---|---|
| Unit A | 3 bedrooms, living/dining room, kitchen, 2 bathrooms | 5 ½ |
| Unit B | Living room, kitchen, bathroom | 2 |
| Unit C | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit D | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit E | Living room, kitchen, bathroom | 2 |
| Unit F | 2 bedrooms, living/dining room, kitchen, 2 bathrooms | 4 ½ |
| Unit G | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit H | Living room, kitchen, bathroom | 2 |
| Unit J | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit K | 2 bedrooms, living/dining room, kitchen, 2 bathrooms | 4 ½ |

**Ruppert Tower –1619 (East Wing) Third Avenue ***

| Unit Designation | Description of Rooms | Room Count |
|---|---|---|
| Unit A | 3 bedrooms, living/dining room, kitchen, 2 bathrooms | 5 ½ |
| Unit B | Living room, kitchen, bathroom | 2 |
| Unit C | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit D | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit E | Living room, kitchen, bathroom | 2 |
| Unit F | 2 bedrooms, living/dining room, kitchen, 2 bathrooms | 4 ½ |
| Unit 3F | 1 bedroom, living/dining room, kitchen, 2 bathrooms | 3 ½ |
| Unit G | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit H | Living room, kitchen, bathroom | 2 |
| Unit J | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit K | 2 bedrooms, living/dining room, kitchen, 2 bathrooms | 4 ½ |

* In apartments listed as having two bathrooms, one bathroom has a full shower/bathtub and one has a shower only.

**Yorkville Tower – 1623 (West Wing) Third Avenue ***

| Unit Designation | Description of Rooms | Room Count |
|---|---|---|
| Unit A | 3 bedrooms, living/dining room, kitchen, 2 bathrooms | 5 ½ |
| Unit B | Living room, kitchen, bathroom | 2 |
| Unit C | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit D | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit E | Living room, kitchen, bathroom | 2 |
| Unit F | 2 bedrooms, living/dining room, kitchen, 2 bathrooms | 4 ½ |
| Unit G | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit H | Living room, kitchen, bathroom | 2 |
| Unit J | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit K | 2 bedrooms, living/dining room, kitchen, 2 bathrooms | 4 ½ |

**Yorkville Tower – 1641 (East Wing) Third Avenue ***

| | | |
|---|---|---|
| Unit A | 3 bedrooms, living/dining room, kitchen, 2 bathrooms | 5 ½ |
| Unit B | Living room, kitchen, bathroom | 2 |
| Unit C | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit D | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit E | Living room, kitchen, bathroom | 2 |
| Unit F | 2 bedrooms, living/dining room, kitchen, 2 bathrooms | 4 ½ |
| Unit G | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit H | Living room, kitchen, bathroom | 2 |
| Unit J | 1 bedroom, living/dining room, kitchen, bathroom | 3 ½ |
| Unit K | 2 bedrooms, living/dining room, kitchen, 2 bathrooms | 4 ½ |

* In apartments listed as having two bathrooms, one bathroom has a full shower/bathtub and one has a shower only.

2) Typical Apartment Finishes

| ROOM | FLOOR | BASE | WALLS | CEILINGS |
|---|---|---|---|---|
| Bedrooms, Living/Dining Room | Pre-Finished Wood | Painted Wood | Gypsum Board Painted | Painted Concrete |
| Kitchen* | Vinyl | None | Gypsum Board Painted | Painted Concrete |
| Bathroom** | Ceramic Mosaic Tile | Ceramic Tile | Ceramic Tile & Painted Gypsum Board | Painted Concrete |

* Bathroom Exhaust Fans are ¾ HP to 1 HP
** Kitchen Exhaust Fans are ½ HP to 2 HP

The finishes in the apartments surveyed were in satisfactory condition.

Residential apartment bathrooms have tank-type toilets, sinks and showers and/or bathtubs. Fixtures in apartments surveyed were in satisfactory condition.

Professional spaces have either tank or flushmeter toilets.

Residential apartment kitchens have ranges, sinks and kitchen cabinets. In addition residential apartments other than studios have dishwashers. Such fixtures in the apartments surveyed were in satisfactory condition.

x) **Room and Finish Schedule (for spaces other than units)**

RESIDENTIAL SPACES

| | Floor | Base | Walls | Ceilings |
|---|---|---|---|---|
| Residential Hallways | Carpet | Carpet | Multicolored Painted Gypsum Board | Painted Concrete |
| Laundry Rooms | Vinyl | Vinyl | Vinyl | Suspended Acoustical Ceiling Tile |
| Storage Units | Painted Concrete | Painted Concrete | Painted Concrete Blocks | Concrete |
| Electrical Closets | Painted Concrete | Painted Concrete | Painted Concrete Blocks | Concrete |

LOBBY LEVEL (RUPPERT AND YORKVILLE TOWERS)

| | Floor | Base | Walls | Ceilings |
|---|---|---|---|---|
| East and West Elevator Lobbies | Terrazzo | Terrazzo | Brick | Suspended Acoustical Ceiling Tile |
| Lobby | Terrazzo | Terrazzo | Brick | Suspended Acoustical Ceiling Tile |

LOWER LEVELS

Ruppert Tower - Levels A, B and C/Yorkville Tower – Levels A, B, C and D

| | | | | |
|---|---|---|---|---|
| Garage | Painted Concrete | Painted Concrete | Painted Concrete Blocks | Concrete |

| | | | | |
|---|---|---|---|---|
| Cellar/ Sub-Cellar Halls | Painted Concrete | Painted Concrete | Painted Concrete Blocks | Concrete |

| | | | | |
|---|---|---|---|---|
| Heater Rooms | Painted Concrete | Painted Concrete | Painted Concrete Blocks | Concrete |
| E ator Motor Rooms | Painted Concrete | Painted Concrete | Painted Concrete Blocks | Concrete |
| Electric Rooms | Painted Concrete | Painted Concrete | Painted Concrete Blocks | Concrete |
| Pump Rooms | Painted Concrete | Painted Concrete | Painted Concrete Blocks | Concrete |
| Certain Storage Rooms | Painted Concrete | Painted Concrete | Painted Concrete Blocks | Concrete |

y) **Fire Alarm System (Ruppert and Yorkville Towers)**

1) Smoke Detectors
Each apartment has a battery-operated smoke detector.

2) Each building's fire alarm signals the control desk. This system is not connected to Fire Department.

3) Standpipe control valve is located in the Fire Pump Room.

4) All systems and equipment surveyed appeared to be functioning in a satisfactory manner.

END OF REPORT

Respectfully submitted,

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1751 Second Avenue
New York, NY 10128
December 11, 2001

# ADDENDUM TO ARCHITECT'S REPORT

The following is a supplement to our original Architects' Report dated March 15, 2001 appearing in the offering plan for the Ruppert Yorkville Towers Condominium. The following addresses certain clarifications and information requested by the Department of Law.

## I) GENERAL:

*Violations*
Attached is an updated Violation Search for the property obtained through Commonwealth Land Title Insurance Company. This replaces and supercedes the Violation Search that had been annexed to our original report.

In our opinion, none of the violations are hazardous. However, certain violations are B&C Housing Maintenance Code Violations. We recommend that such items be addressed by the Condominium Board as part of routine or ongoing maintenance. These violations are not unusual in nature in New York City and we estimate the cost to cure these conditions will not exceed $10,000.00 in the aggregate.

## II) DESCRIBE THE CONDITION OF THE FOLLOWING ITEMS, NOTE DEFECTS, IF ANY

### A) TERRACES/BALCONIES

*Is there deteriorated mortar, spalling, racks (settlement, compression, expansions, etc.), bulges, leaning, moisture penetration, or any other sign of distress in the terraces/balconies?*

There are no balconies in Ruppert or Yorkville Tower. Terraces exist at the Third (3rd) Floor level of both towers and the flat surfaces and walls are in satisfactory condition.

[See Section II.h.4 of our original Architect's Report for further information]

### C) ROOF:

*Describe overall conditions*
The overall conditions of the roofs are satisfactory.

*Are there active leaks?*
As of our inspection, there are no active leaks from the main roof areas or the Third Floor residential terraces. I observed evidence of past renovations to the Third Floor terraces, which appear to have sufficiently repaired prior leaks from such terraces to certain areas below.

[See Section II.h.7.i – vi of our original Architect's Report for further information]

E) ELECTRICAL WIRING:

*a) Furnish light fixture schedule of the units*

| | |
|---|---|
| Typical Foyer - | Surface-Mounted (1) 60w incandescent |
| Kitchens - | Surface-Mounted (3) 60w incandescent |
| Dining Areas - | Surface-Mounted (3) 60w incandescent |
| Bathrooms - | Strip-Mounted (2) 60w incandescent |

*b) State whether electric wiring is adequate for modern usage, including A/C within units.*
The electrical wiring is adequate for modern usage including air conditioning units.

*c) Indicate electrical amperage per unit/specify no. of circuits per unit.*

*Unit A* - 100 Amp/11 Circuit

*Unit B* - 60 Amp/6 Circuit

*Unit C* - 60 Amp/8 Circuit

*Unit D* - 60 Amp/8 Circuit

*Unit E* – 60 Amp/6 Circuit

*Unit F* - 80 Amp/7 Circuit

*Unit G* - 60 Amp/8 Circuit

*Unit H* - 80 Amp/5 Circuit

*Unit J* - 60 Amp/6 Circuit

*Unit K* - 80 Amp/5 Circuit

[See Section II.o of our original Architect's Report for further information]

F) ELEVATORS:

*Describe condition of motor(s), Controller(s), cable(s), etc. as well as the condition of the cab(s)*
All residential elevator systems including motor, controller, cables, etc. are in good condition. A modernization of the residential passenger elevators took place in 1997-98. Residential cabs were recently updated.

The commercial elevators, elevator systems and cab interiors are in satisfactory condition.

[See Sections II.h.12-13 of our original Architect's Report for further information]

*Describe condition of interior doors and frames, common areas, laundry equipment and pool.*

*Interior Doors and Frames:*
The interior doors and frames are in satisfactory condition.

[See Section II.h.11 of our original Architect's Report for further information]

*Common Areas:*
The following common areas are all in satisfactory condition - Main Lobby areas, Elevator Lobbies, Public Corridors including Lower Level Corridors, Residential Corridors and Residential Elevator Lobbies.

*Laundry equipment:*
The laundry equipment listed in Section II.i.1 of our original Architect's Report is in good operating condition.

*Pool:*
The health club pool is in good operating condition and is operated by the Health Club, not the Building Owner. As stated in Section II.s of our original Architect's Report usage of the pool is restricted to Health Club members only. Also see Section VII) Other below.

*Describe condition of yard/parking area pavement.*
All yards and parking pavement areas are in good condition.

*State whether the reserve fund is sufficient to pay for the major capital improvements and replacements, which are reasonably foreseeable within three years from the date of this deficiency, notice. If not, that fact must be noted as special risk.*

Based upon our own investigations and the opinions expressed in the reports of Feld, Kaminetzky & Cohen, P.C. Consulting Engineers as pertaining to the facade as contained in the offering plan, it is reasonably anticipated that the total Reserve Fund, projected on the basis of the assumptions contained in the Footnotes to Schedule B of the offering plan, shall, when fully funded, and taking into account use of Housing Company Reserves expected to be approved by HPD for repair of the facade (see offering plan), be sufficient to pay for the total cost of the facade work recommended by the Feld Kaminetzky firm (and which is the subject of the contract with Sentry Consulting, Inc. as described in the plan) plus the total cost of such other major capital improvements and replacements which are reasonably foreseeable to be required within five years from the date of this report.

## VII) OTHER:

- *Furnish details of the pool including location, size, capacity in terms of people, materials of construction and condition.*
  A swimming pool (257 sq. ft.) exists on Lower Level A of Yorkville Tower, which is operated by the Health Club. The current permit issued by the Health Department lists the maximum capacity of the pool at twenty-three (23) persons. The pool is constructed of galvanized steel walls with a concrete and tile finish. The pool is satisfactory condition.

  [See Section II.s of our original Architect's Report and the Section above entitled "Pool" for further information]

- *Indicate number of parking spaces and how allocated.*
  Under the Certificate of Occupancy the number of unattended parking spaces for each garage is as follows:

| Ruppert Tower | | Yorkville Tower | |
|---|---|---|---|
| Level A | 79 | Level A | 58 |
| Level B | 102 | Level B | 106 |
| Level C | 39 | Level C | 92 |
| | | Level D | 45 |
| Total No. of Spaces: | 220 | Total No. of Spaces: | 301 |

  We note that the garage operator currently operates each garage on the basis of attendant parking, resulting in additional parking at the premises.

  [See Section II.t of our original Architect's Report for further information]

- *Indicate compliance with Local Law 58.*
  All public access areas in the buildings where LL58 is required are in compliance with LL58.

- *Clearly indicate if a service elevator is present and, if not, how garbage and furniture is moved.*
  Each building has a service elevator that goes from the lobby to the loading dock area on Level A, which is designated for furniture delivery and tenants moving in and out. There are compactor chutes at each residential floor for the removal of garbage, which feeds into a compactor located at the loading dock level of each building.

  [See Section II.h.12 of our original Architect's Report for further information]

- *Indicate whether or not buildings comply with current Certificate of Occupancy.*

1601 Third Avenue (CO# 83580) 1619 Third Avenue (CO# 83580),
1623 Third Avenue (CO# 121879) 1641 Third Avenue (CO# 121879)

Except as set forth in the Sponsor's Statement of the Building Conditions Section of the Offering Plan, the Buildings are in compliance with the Current Certificates of Occupancy.

- *Include site plan, garage plan, cellar/sub-cellar plan, roof plan and floor plans of units.*
Included with Submission

- *Include full-scale copy of site plan.*
Included with Submission

- *Sponsor's engineer shall read and comment on the tenant's engineer's report by Lawless and Mangione as well as VDA (elevator evaluation) taking each category separately....*

**LAWLESS AND MANGIONE REPORT**

The following is in response to the Physical Conditions Survey and Evaluation of Ruppert Yorkville Towers (1601-1619 Third Avenue and 1623-1641 Third Avenue) as prepared by Lawless & Mangione for the Ruppert/Yorkville Tenants Association, on July 2, 2001. Quotes from the Lawless & Mangione report appear in italics and Section numbers below generally correspond to the Section numbers in said report.

III. OBSERVATIONS AND RECOMMENDATIONS

D) Site Components and Systems

1) Plaza and Terraces

a) Public Plazas
*These areas are in satisfactory condition but some minor pointing and brick replacement repairs required.*

Matters pertaining to the building facade are not addressed in this report.

b) Residential Plazas
*It should be noted that there was extensive cracking and displacement of the exposed aggregate wearing surface, as well as an excessive amount of calcium deposits inside the drain body and drain pipe.*

Any cracking of the aggregate surface is not of a substantial level requiring immediate repair. The extent of the calcium deposits inside the drain body and drainpipes were not significant enough to indicate any deterioration of the slabs.

c) Terraces

*The terraces were in acceptable condition with repairs to the brick masonry at the planter and barbeque walls required. It was also noted that the waterproofing system (including flashings, expansion joints, drains, etc) has exceeded its life expectancy (20 years)...*

The current waterproofing system at the terraces are less than four (4) years old and are in satisfactory condition.

2) Parking Garages

*Examination of the floor and ceilings reveal signs (primarily at the lower levels) of previous repairs, efflorescence, and damage to concrete due to road salts and moisture penetrating the concrete and deteriorating the steel reinforcement. The oxidizing steel expands exerting pressure on the surrounding concrete causing it to crack and spall.*

*Ruppert Tower at the lower level has a few areas of spawling concrete, which is in danger of dislodging*

There are no hazardous spawling concrete areas in the garages. We observed a few areas of minor spawling concrete which if not repaired could result in some scaling of layers of concrete. Conditions of this type are typically regarded as normal maintenance items. We observed about a dozen places in the garages where there is evidence of past repair of spawling concrete. These areas have been satisfactorily repaired. Refer to Section II.e of our original Architect's Report for further information.

3) Loading Dock

*Spalled and deteriorated concrete and brick masonry observed at the loading docks are evidence of water penetration from the residential plaza area.*

Matters pertaining to the building facade are not addressed in this report.

9) Bicycle Storage Room (Yorkville Only)

*In the center of the room a piece of concrete had dislodged from the ceiling. Deteriorated and oxidized reinforcing steel was also observed. The ceiling should be sounded and all loose or deteriorated concrete removed and the area patched with repair mortar.*

We observed a missing piece of concrete, which had spawled and dislodged. We visually inspected the ceiling and otherwise it is in satisfactory condition. The ceiling does not constitute a hazardous condition.

## IV. MECHANICAL SYSTEMS

### A) Air Conditioning System (Ruppert and Yorkville Towers)

3) Cooling Tower

*Some deterioration and corrosion were evident in place on the casing of the Cooling Tower. We anticipate that the tower will require replacement within the next five (5) years.*

The cooling towers are in working condition. There exists some slight rusting on the cooling tower housing. We recommend such corrosion be addressed as part of routine or ongoing maintenance by the Condominium Board.

4) Condenser Water Piping

*There are some signs of minor rust and corrosion starting to occur on the exterior of the piping.*

There exists some minor rusting of condenser piping. We recommend painting of the minor rusted piping be addressed by the Condominium Board as part of routine or ongoing maintenance.

5) Condenser Water Pumps

*We anticipate that some repair work would be required within the next five (5) years, as the pumps get older..*

Repair work within the next five (5) years on the condenser water pumps is speculative. If required, we recommend it be addressed as part of routine or ongoing maintenance by the Condominium Board.

### B) Heating System (Ruppert and Yorkville Towers)

Residential Heating - Electric Baseboards in Apartments

1) *Some of the heaters have their enclosures broken or bended and would require replacement*

This is not a widespread problem. Management has reported that any apartment baseboards that have required replacement have been serviced as part of routine maintenance if brought to the attention of Management.

2) *[In] the lower level areas, [the majority of the electric duct heaters] are not operational and should be repaired or replaced, as required, to insure proper operation of the heaters.*

There are currently duct heaters in the lower level non-residential areas that are not operational. In such areas that are occupied, permanently mounted, incremental, individually controlled heating units have been installed. Management reports that such

heaters provide for less waste of energy in areas that are not always occupied. The building is code compliant in respect to the heating of occupied lower level spaces.

C) Ventilation System (Ruppert and Yorkville Towers)

1) Roof Exhaust Fans
*The roof exhaust fans appear to be original and are in fair condition, though past their useful life of 20 years. With continued maintenance, they should not require replacement within the next five (5) years, though some motors will require replacement.*

All motors are in operating condition. We recommend that any motors that require replacement be addressed by the Condominium Board as part of routine or ongoing maintenance.

4) *Ventilation System for Garage, utility areas and elevator machine room appear to be in poor condition and non-operational.. The fans should be inspected and the ductwork should be cleaned and balanced for proper flow.*

All garage ventilation fans are working in satisfactory condition. The repair and balancing of exhaust fans and the cleaning of the ducts are reported by management to have been part of the routine maintenance performed by building staff.

D) Plumbing System (Ruppert and Yorkville Towers)

1) Three (3) 50HP Domestic Water Pumps
*They appear to be in fair condition. However, they have passed their useful life of twenty (20) years. Some minor repairs were performed on the pumps and we anticipate that some repair or replacement will be required in the next five (5) years.*

These pumps are in working order. Any need for replacement of the pumps is speculative. We recommend that any repairs that may be needed be addressed by the Condominium Board as part of routine or ongoing maintenance.

2) 10,000 Gallon Wooden Water Storage Tank Controls
*We anticipate that the controls would require replacement because they exceeded their useful life.*

The current controls are working properly and any need for replacement is speculative.

3) Domestic hot and cold water piping
*We recommend that the galvanized piping and valves be replaced. Also, we recommend that sections of the hidden domestic hot and cold-water manifolds and risers be exposed to determine whether the piping is copper or galvanized. Galvanized piping has corrosion problems and could affect the proper operation of the distribution system.*

Please see the report of Cosmopolitan Chemical Company, a Division of The Metro Group, Inc. appearing in the offering plan.

8) Duplex sewage ejector pump
*We anticipate that the pump will require replacement within the next five (5) years.*

The current ejector pump is working properly and any need for replacement is speculative.

9) Reducing valves, booster pump
*We anticipate that the pressure reducing valves of the booster pumps will require replacement within the next five (5) years.*

The current reducing valves of the booster pump are working properly and any need for replacement is speculative.

11) Water discoloration
*Inspection of samples of the old piping and valves from previous repair reveal a major corrosion inside the piping and valves. Therefore, we recommended that samples of both hot and cold water be tested by an outside laboratory to determine the cause of the discoloration.*

Please see report of Cosmopolitan Chemical Company, a Division of The Metro Group, Inc. appearing in the offering plan.

V. ELECTRICAL

1) Transformers
*All transformers should be cleaned and injected. They will most likely need to be replaced within twenty-five years (25).*

We hereby amend our original report to state that the size of the existing transformers are as stated below:

Ruppert Tower West – 1601 Third Avenue
750 KVA transformer on the 7th floor
800 KVA transformer on the 19th floor
500 KVA transformer on the 24th floor

Ruppert Tower East – 1619 Third Avenue
750 KVA transformer on the 7th floor
800 KVA transformer on the 17th floor
500 KVA transformer on the 24th floor

Yorkville Tower West – 1623 Third Avenue
650 KVA transformer on the 6th floor
800 KVA transformer on the 17th floor
800 KVA transformer on the 29th floor
350 KVA transformer on the 36th floor

Yorkville Tower East – 1641 Third Avenue
750 KVA transformer on the 7th floor
620 KVA transformer on the 19th floor
500 KVA transformer on the 24th floor

As of inspection, the transformers were operating satisfactorily. In the lower levels of each tower there exists one (1) 800 KVA space transformer being stored for future use.

Any servicing or replacement is speculative. We recommend that any such servicing or repairs that might be needed in the future be addressed by the Condominium Board as part of routine or ongoing maintenance.

2) Switch Board and Distribution Panel:
*[Replacement suggested within five (5) years.]*

Any such replacement is speculative and should be addressed by the Condominium Board as part of routine or ongoing maintenance.

I) Public Lighting
*There are no emergency lights in the stairways and the exit lights throughout the building do not have battery backup. I would recommend as a life safety issue, the eventual replacement of the exit signs and stairway lights with fixtures that contain battery backup.*

The current public lighting system as installed in the stairways and exit signs meet New York City Building Code requirements.

J) Miscellaneous

4) Smoke Detection System
*The smoke detector heads were damaged in the compactor rooms survey and the effectiveness of the system is in question.....The present New York City building code requires smoke detectors in any basement mechanical room over seventy-five (75) square feet.*

The current smoke detector system in the compactor rooms is in working order. All other lower level spaces did not require smoke detectors under the New York City building code at the time they were constructed. Therefore, they are code compliant.

5) Carbon Monoxide System
*... It is not operational. This system should be upgraded to a modern electronic type with new sensors and control panel.*

The current carbon monoxide system in the garage is not operational. Applicable law requires that the system be operational.

While we believe we have addressed most of the principal differences in building conditions reported in our original report appearing in the offering plan as compared with the report of Lawless & Mangione, the existence of any items or issues raised in the Lawless & Mangione report which may not have been addressed herein should not be regarded as our agreement or disagreement with the conclusions or assessments of Lawless & Mangione as to such items or issues.

## ADDRESSING LIST OF TENANT'S COMPLAINTS AS REPORTED TO ATTORNEY GENERAL'S OFFICE:

The following is a summary of our findings based upon investigation of certain complaints set forth in letters sent to the New York State Department of Law by tenants at the Ruppert Towers and Yorkville Towers premises. This report is made in order to respond to the request of the Department of Law (Memorandum of Steven Sansone, P.E. dated October 23, 2001) to investigate specified complaints and is limited to the apartments for which access was provided by tenants.

The inspections on which this report is based were performed on November 20th, 21st, 30th and December 3rd, 2001. The inspections were performed by Paul J. Gallo of Giannasca Gallo Architects, PC (who was accompanied by Joseph Portelli of RY Management Co., Inc.) This report is organized by tenant complaints and grouped according to the Mr. Sansone's memo; therefore, some apartments will appear more than once.

| Date of Inspection | Building/ Apartment | Comments |
|---|---|---|
| **Poor or Non-Working Ventilation** | | |
| * | 1601 3rd Ave/7C | |
| 11/30/01 | 1601 3rd Ave/15F | Ventilation was working at the time of inspection |
| 12/3/01 | 1601 3rd Ave/18J | Bathroom vent apparently not working at time of inspection. Conditions of this type are typically regarded as normal maintenance items in apartment buildings. Management has since report that apartment was re-inspected by Maintenance staff and vent is now working. |
| | | |
| * | 1619 3rd Ave/12A | |

* Tenant did not respond to requests to schedule a time for inspection.

| Date of Inspection | Building/ Apartment | Comments |
|---|---|---|

**Poor or Non-Working Ventilation (cont'd)**

| | | |
|---|---|---|
| 11/20/01 | 1619 3rd Ave/ 21B | Ventilation working at the time of inspection |

| | | |
|---|---|---|
| * | 1623 3rd Ave/5E | |
| 11/20/01 | 1623 3rd Ave/5K | Tenant reported occasional smells through bathroom vent but vent was working at time of inspection and no smells were evident. |
| * | 1623 3rd Ave/7B | |
| 11/21/01 | 1623 3rd Ave/7K | Ventilation working at the time of inspection |
| 11/30/01 | 1623 3rd Ave/11E | Ventilation working at the time of inspection |
| 11/21/01 | 1623 3rd Ave/15J | Ventilation working at the time of inspection |
| * | 1623 3rd Ave/19B | |
| 11/2101 | 1623 3rd Ave/21D | Ventilation working at the time of inspection |
| 11/20/01 | 1623 3rd Ave/32D | Ventilation working at the time of inspection |
| * | 1623 3rd Ave/35K | |

| | | |
|---|---|---|
| 11/2101 | 1641 3rd Ave/9A | Bathroom vent was not working at time of inspection. Conditions of this type are typically regarded as normal maintenance items in apartment buildings. Management has since reported that certain repairs were made to roof fan and that the vent is now working. |

**Interior Leaks**

| | | |
|---|---|---|
| * | 1623 3rd Ave/7A | |
| 11/21/01 | 1623 3rd Ave/7K | Window leaks at old gaskets - Conditions of this type are typically regarded as normal maintenance items in apartment buildings. The Building maintains a sufficient supply of window gaskets for replacement as needed. |
| * | 1623 3rd Ave/20E | |

| | | |
|---|---|---|
| 11/20/01 | 1641 3rd Ave/27H | Evidence of past leak and prior repair at corner of bedroom window. No evidence of dampness at the time of inspection. |

* Tenant did not respond to requests to schedule a time for inspection.

| Date of Inspection | Building/ Apartment | Comments |
|---|---|---|

**Exterior Leaks**

| | | |
|---|---|---|
| 11/20/01 | 1619 3rd Ave/6C | Tenant reported leaks and water damage on surrounding floor. Visual inspection of window in bedroom. Evidence was found as to some wall damage under window sill and an indication of prior water damage on the floor. Area was dry at time of inspection. |
| | | |
| * | 1623 3rd Ave/32A | |

| | | |
|---|---|---|
| 11/21/01 | 1641 3rd Ave/28G | Evidence of a prior leak at living room and bedroom corners below sill. Area was dry at time of inspection. |
| 11/21/01 | 1641 3rd Ave/29G | No evidence of dampness found at windows in living room and bedroom. We observed evidence that the area below sills were previously repaired. |

**Damaged Apartment**

| | | |
|---|---|---|
| 11/20/01 | 1619 3rd Ave/6C | See "Exterior Leaks" above |

**Window Problems**

| | | |
|---|---|---|
| * | 1619 3rd Ave/6D | |
| * | 1619 3rd Ave/12A | |
| 11/30/01 | 1619 3rd Ave/15F | The tenant reported and we observed that the windows were hard to open and evidence of prior water penetration at corner of sill. Conditions of this type are typically regarded as normal maintenance items in apartment buildings. |
| 12/4/01 | 1619 3rd Ave/22B | Tenant had evidence of prior water penetration below sill area of north-facing window. Tenant also complained of rainwater entering apartment at a/c sleeve. Conditions of this type are typically regarded as normal maintenance items in apartment buildings. We recommend that the a/c sleeve be caulked as necessary. |

| | | |
|---|---|---|
| 11/21/01 | 1623 3rd Ave/7K | Tenant reported that window leaks at old gaskets. We recommend replacement of window gaskets. Conditions of this type are typically regarded as normal maintenance items in apartment buildings. The Building maintains a sufficient supply of window gaskets for replacement as needed. |

* Tenant did not respond to requests to schedule a time for inspection.

| Date of Inspection | Building/ Apartment | Comments |
|---|---|---|

**Window Problems (cont'd)**

| | | |
|---|---|---|
| 11/20/01 | 1623 3rd Ave/8K | Tenant reported difficulty in opening master bedroom window. Conditions of this type are typically regarded as normal maintenance items in apartment buildings. The current ease of opening the window would be acceptable to some. The window gaskets are new. It is possible that opening and closing the window will become easier over time by the use of the mechanism making the condition acceptable to the tenant. |
| 11/20/01 | 1623 3rd Ave/24C | Tenant complaining of drafts in dining room windows and loose handles. At time of inspection, no obvious draft was noted. Conditions of this type are typically regarded as normal maintenance items in apartment buildings. |
| 11/20/01 | 1623 3rd Ave/32D | Tenant reported that the window was hard to open. Conditions of this type are typically regarded as normal maintenance items in apartment buildings. The current ease of opening the window would be acceptable to some. The window gaskets are new. It is possible that opening and closing the window will become easier over time by the use of the mechanism making the condition acceptable to the tenant. |
| * | 1623 3rd Ave/35K | |

| | | |
|---|---|---|
| 11/20/01 | 1641 3rd Ave/6E | Tenant complaining of condensation within window in living area. We observed same. We recommend tenant request that window be replaced. |
| 11/20/01 | 1641 3rd Ave/14H | Tenant complained of leaks at NE window. Conditions of this type are typically regarded as normal maintenance items in apartment buildings. Replacement of gaskets may be needed. |

**Inaccurate Square Footage Calculation**

| | | |
|---|---|---|
| 12/3/01 | 1601 3rd Ave/20F | Apartment was reviewed for conformance with square footage figure for same as set forth in the offering plan. The figure set forth in the offering plan was found to be accurate, in accordance with the method of calculation for same as set forth in the plan. |
| * | 1601 3rd Ave/32D | |

| | | |
|---|---|---|
| 11/20/01 | 1619 3rd Ave/16J | Apartment was reviewed for conformance with square footage figure for same as set forth in the offering plan. The figure set forth in the offering plan was found to be accurate, in accordance with the method of calculation for same as set forth in the plan. |

* Tenant did not respond to requests to schedule a time for inspection.

| Date of Inspection | Building/ Apartment | Comments |
|---|---|---|

**Inaccurate Square Footage Calculation (cont'd)**

| | | |
|---|---|---|
| 11/20/01 | 1619 3rd Ave/17H | Apartment was reviewed for conformance with square footage figure for same as set forth in the offering plan. The figure set forth in the offering plan was found to be accurate, in accordance with the method of calculation for same as set forth in the plan. |
| 11/21/01 | 1619 3rd Ave/18J | Apartment was reviewed for conformance with square footage figure for same as set forth in the offering plan. The figure set forth in the offering plan was found to be accurate, in accordance with the method of calculation for same as set forth in the plan. |

| | | |
|---|---|---|
| 11/20/01 | 1623 3rd Ave/5K | Apartment was reviewed for conformance with square footage figure for same as set forth in the offering plan. The figure set forth in the offering plan was found to be accurate, in accordance with the method of calculation for same as set forth in the plan. |
| * | 1623 3rd Ave/19G | |
| 11/2101 | 1623 3rd Ave/21D | Apartment was reviewed for conformance with square footage figure for same as set forth in the offering plan. The figure set forth in the offering plan was found to be accurate, in accordance with the method of calculation for same as set forth in the plan. |
| * | 1623 3rd Ave/23A | |

| | | |
|---|---|---|
| 11/21/01 | 1641 3rd Ave/29G | Apartment was reviewed for conformance with square footage figure for same as set forth in the offering plan. The figure set forth in the offering plan was found to be accurate, in accordance with the method of calculation for same as set forth in the plan. |

| | | |
|---|---|---|
| 11/30/01 | 1641 3rd Ave/35H | Apartment was reviewed for conformance with square footage figure for same as set forth in the offering plan. The figure set forth in the offering plan was found to be accurate, in accordance with the method of calculation for same as set forth in the plan. |

**Inaccurate Room Count**

| | | |
|---|---|---|
| * | 1623 3rd Ave/5E | |

| | | |
|---|---|---|
| 11/20/01 | 1641 3rd Ave/6E | Apartment was reviewed for conformance with room count figure for same as set forth in the offering plan. The figure set forth in the offering plan was found to be accurate, in accordance with the method of calculation for same as set forth in the plan. |

* Tenant did not respond to requests to schedule a time for inspection.

| Date of Inspection | Building/ Apartment | Comments |
|---|---|---|

**Inaccurate Room Count (cont'd)**

| | | |
|---|---|---|
| 11/20/01 | 1641 3rd Ave/14B | Apartment was reviewed for conformance with room count figure for same as set forth in the offering plan. The figure set forth in the offering plan was found to be accurate, in accordance with the method of calculation for same as set forth in the plan. |
| 11/21/01 | 1641 3rd Ave/28G | Apartment was reviewed for conformance with room count figure for same as set forth in the offering plan. The figure set forth in the offering plan was found to be accurate, in accordance with the method of calculation for same as set forth in the plan. |

**Poor Water Pressure**

| | | |
|---|---|---|
| 11/21/01 | 1619 3rd Ave/18J | Tenant complained of poor pressure at Bathroom lavatory and we observed same. Conditions of this type are typically regarded as normal maintenance items in apartment buildings. We understand that management is attempting to fix this item. |

**Brown Water**

| | | |
|---|---|---|
| 11/30/01 | 1601 3rd Ave/15F | None was evident at time of inspection |
| 11/21/01 | 1601 3rd Ave/28H | None was evident at time of inspection |

| | | |
|---|---|---|
| * | 1619 3rd Ave/12A | |
| 11/21/01 | 1619 3rd Ave/15B | None was evident at time of inspection |
| 11/30/01 | 1619 3rd Ave/15F | None was evident at time of inspection |
| 11/20/01 | 1619 3rd Ave/17H | None was evident at time of inspection |
| 11/30/01 | 1619 3rd Ave/21B | None was evident at time of inspection |
| * | 1619 3rd Ave/29G | |

| | | |
|---|---|---|
| * | 1623 3rd Ave/5E | |
| * | 1623 3rd Ave/7A | |
| 11/20/01 | 1623 3rd Ave/8K | None was evident at time of inspection |
| 11/21/01 | 1623 3rd Ave/15J | None was evident at time of inspection |
| * | 1623 3rd Ave/19B | |
| 11/30/01 | 1623 3rd Ave/19G | None was evident at time of inspection |
| 11/21/01 | 1623 3rd Ave/21C | None was evident at time of inspection |
| 11/21/01 | 1623 3rd Ave/21D | None was evident at time of inspection |
| 11/20/01 | 1623 3rd Ave/24C | None was evident at time of inspection |

* Tenant did not respond to requests to schedule a time for inspection.

| Date of Inspection | Building/ Apartment | Comments |
|---|---|---|

**Brown Water (cont'd)**

| | | |
|---|---|---|
| 11/20/01 | 1623 3rd Ave/26H | None was evident at time of inspection |
| * | 1623 3rd Ave/32A | |
| * | 1623 3rd Ave/35K | |

| | | |
|---|---|---|
| 11/30/01 | 1641 3rd Ave/5F | None was evident at time of inspection |
| 11/20/01 | 1641 3rd Ave/6E | None was evident at time of inspection |
| 11/20/01 | 1641 3rd Ave/12E | None was evident at time of inspection |
| 11/20/01 | 1641 3rd Ave/14H | None was evident at time of inspection |
| * | 1641 3rd Ave/21E | |
| 11/20/01 | 1641 3rd Ave/27H | None was evident at time of inspection |

**Transformer Noise**

| | | |
|---|---|---|
| * | 1623 3rd Ave/5E | |

**Electrical Problems**

| | | |
|---|---|---|
| 11/30/01 | 1641 3rd Ave/2K | Tenant complained of blown fuses. We recommend that the tenant replace the high wattage bulbs, which they installed with the proper 60-wattage bulbs that are required by the lighting fixture. In addition, tenant reported that the switch/outlet in bedroom was not working. Conditions of this type are typically regarded as normal maintenance items in apartment buildings. |

* Tenant did not respond to requests to schedule a time for inspection.

Please note that as provided in the offering plan, units are sold in their "as is" condition.

**Additional tenant complaints ;Permanent stench of urine at 92nd street entrance, filthy laundry rooms, outdated electrical system, and hallways not ventilated:**

At the time of inspection, no stench was detected at such entrance. We understand from management building entrances are routinely hosed down. At the time of inspection, the laundry rooms were in satisfactory condition. The electrical system is adequate for modern usage as previously stated in this report. The hallways are in compliance with the New York City Building Code.

Elevator Report – as complied by VDA
I have reviewed the Elevator Report submitted by VDA.

We are in general agreement with the Conclusions and Recommendations with respect to the residential elevators as laid out in Section III of said report. With respect to the commercial elevators (elevators PE-7 and PE-12), which are the only elevators that VDA indicated should be "modernized", we note that under the offering plan such elevators are the responsibility of the Commercial Unit Owner(s).

END OF ADDENDUM

GIANNASCA GALLO ARCHITECTS, PC

By: Paul J. Gallo, Architect

STATE OF NEW YORK
PAUL J. GALLO
No. 016966-1
REGISTERED ARCHITECT

THE CITY OF NEW YORK

THIS CERTIFICATE OF OCCUPANCY MUST BE POSTED WITHIN THE BUILDING IN ACCORDANCE WITH THE RULES OF THE BUILDING DEPARTMENT, MARCH 21ST, 1967

# DEPARTMENT OF BUILDINGS

AMENDED

## CERTIFICATE OF OCCUPANCY

BORDUGH MANHATTAN

Amends 75715

DATE: OCT 17 1979 NO. 79[illegible]

ZONING DISTRICT C 2-8

This certificate supersedes C.O. No. [illegible] issued for premises located at 1537 Block 1 Lot 2

1521-49 Third Avenue (Yorkville Towers)

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS FOR THE USE AND OCCUPANCY SPECIFIED BELOW.

PERMISSIBLE USE AND OCCUPANCY

| Floor | Area in sq. ft. | Occupant load | Occupancy group | Construction classification | Fire resistive rating | Occupancy group | Description of use |
|---|---|---|---|---|---|---|---|
| 3rd Sub-Cellar | [illegible] | 75 | | | | J-2 | Accessory unattended parking for forty-five (45) cars, |
| | | | | | | B-2 | Building storage. |
| 2nd Sub-Cellar | 0.0., 50,100 | 200 | - | - | - | B-2 | Accessory unattended parking for ninety-two (92) cars, |
| | | | | | | D-2 | Mechanical space and building storage. |
| 1st Sub-Cellar | 50,100 | 200 | - | - | - | B-2 | Accessory unattended parking for one hundred six (106) cars. |
| | | | | | | D 2 | Mechanical space, building and maintenance storage. |
| Cellar | 50 & 100 | 222 | - | - | - | B-2 | Accessory unattended parking of (58) cars. |
| | | | | | 6 | D-2 | Mechanical space, compactor room, tenant storage, 2 loading berths. |
| | | 25 | | | 3 | B | School. |
| Basement | 100 & 300 | - | - | - | 4 | B-2, E & F-1 | Lobby, gym room, commercial storage, tenants' community room, mechanical space, management offices. |
| | | 75 | | | 3 | B | School |
| | | 118 persons | | | 3 | F-1 | Health club (locker rooms) swimming pool & gym. |
| | | 10 employees | | | | | |
| | | 128 total | | | | | |
| 1st | 50,100 | 566 | - | - | 4 | C | Retail stores, |
| | 300 | | 6 | | 2 | J-2 | Apartments. |
| 2nd | 50,50 | - | 6 | - | 2,4 | E,J-2 | Apartments, Doctors offices, |
| | | | | | | B-2 | Tenant storage. |
| 1ST WING (BUILDING #11) | | | | | | | |
| 2nd | 50,300 | - | 9 | - | 2 | J-2 | Apartments, tenant laundry, pool deck. |

(OVERLEAFED)

OPEN SPACE USES _____

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED.

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

George Castellano II — COMMISSIONER INDEPENDENT

Irwin Fruchtman — COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY-DEPARTMENT OF BUILDINGS ☐ COPY

THE CITY OF NEW YORK

THIS CERTIFICATE OF OCCUPANCY MUST BE POSTED PRIOR TO ACCEPTANCE OF HEAT, WATER AND THE RULES OF THE DEPARTMENT PROMULGATED MARCH 31ST, 1967.

# DEPARTMENT OF BUILDINGS

AMENDED

## CERTIFICATE OF OCCUPANCY

BOROUGH MANHATTAN DATE: OCT 17 1979 NO. 79722

Amends 75713

ZONING DISTRICT C 2-8.

This certificate is issued for C.O. Work

THIS CERTIFICATE IS ISSUED for the premises located at Block 1537 Lot 2

CONFORMING SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN

PERMISSIBLE USE AND OCCUPANCY

| Floor | Area | Height | Dwelling Units | Rooms | Stories | Construction Class | Occupancy |
|---|---|---|---|---|---|---|---|
| 4th to 26th Inclusive | 10 ea. | - | 10 ea. | - | 2 | J-2 | Apartments, each floor. |
| 27th & 28th | 10 ea. | - | 10 ea. | - | 2 | J-2 | Apartments, each floor. |
| 29th to 37th Inclusive | 10 ea. | - | 10 ea. | - | 2 | J-2 | Apartments, each floor. |
| 38th to 42nd Inclusive | 10 ea. | - | 7 ea. | - | 2 | J-2 | Apartments, each floor. |
| Roof | 30 | - | - | - | - | D-2 | Elevator and mechanical equipment room. |
| EAST WING (BUILDING #21) | | | | | | | |
| 3rd | 10,300 | - | 8 | - | 2 | J-2 | Apartments, tenants terrace, roof deck. |
| 4th to 24th Inclusive | 10 ea. | - | 10 ea. | - | 2 | J-2 | Apartments, each floor. |
| 25th & 26th | 10 ea. | - | 10 ea. | - | 2 | J-2 | Apartments, each floor. |
| 27th to 32nd Inclusive | 10 ea. | - | 10 ea. | - | 2 | J-2 | Apartments, each floor. |
| 33rd to 37th Inclusive | 10 ea. | - | 3 ea. | - | 2 | J-2 | Apartments, each floor. |
| Roof | 30 | - | - | - | - | D-2 | Elevator and mechanical equipment room. |
| | TOTAL: | Amended Certificate of Occupancy | | | | | |
| | | Schools, Commercial Use & Class "A" Multiple Dwelling | | | | | |
| | | New Code | | | | | |
| | | This certificate amends Certificate of Occupancy 75713. | | | | | |

(OVER)

OPEN SPACE USE _____ (DESCRIBE PARKING SPACE, LOADING BERTHS, OTHER USES, EQUAL)

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER CONDITIONS AND DEVIATIONS SPECIFICATIONS NOTED ON THE REVERSE SIDE

George Cleftons II — COMMISSIONER OF BUILDINGS

Irvin Faught — COMMISSIONER

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THE CITY OF NEW YORK

# DEPARTMENT OF BUILDINGS

AMENDED

# CERTIFICATE OF OCCUPANCY

BOROUGH MANHATTAN

DATE: OCT 17 1979 NO. 79722

Block 1537

ZONING DISTRICT C 2-8

PERMISSIBLE USE AND OCCUPANCY

Change in use confined to Cellar & Basement level only.

Fire Department Approval dated September 10, 1979 (Interior Fire Alarm System).

Note: Parking is primarily for residents and may include parking for non residents with no limitation as to time. Residents may recover any of the non-resident parking spaces upon thirty (30) day written notice to the owner.

OPEN SPACE USES

NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

☒ ORIGINAL ☐ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY

Third Avenue

Third Avenue

north 201.61'

east 339.5'

81/16

9-07-79

X-A

YES | NO

AUTOMATIC SPRINKLER SYSTEM

SANITARY DRAINAGE DISCHARGES INTO:

A) SANITARY SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

SANITARY DRAINAGE DISCHARGES INTO:

A) SANITARY SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

Board of Estimate #411-24-71

THE CITY OF NEW YORK ALT 101018998

# DEPARTMENT OF BUILDINGS

## CERTIFICATE OF OCCUPANCY TEMPORARY

BOROUGH MANHATTAN DATE: MAY 23 2001 NO. 121879

This certificate AMENDED C.O. NO T121331 ZONING DISTRICT C2-8

THIS CERTIFIES that the altered building—premises located at

1635 THIRD AVENUE Block 1537 Lot 1

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

| STORY | OVERLOAD LBS PER SQ FT | MAXIMUM NO OF PERSONS PERMITTED | ZONING DWELLING OR ROOMING UNITS | BUILDING CODE HABITABLE ROOMS | ZONING USE GROUP | BUILDING CODE OCCUPANCY GROUP | DESCRIPTION OF USE |
|---|---|---|---|---|---|---|---|
| 3RD SUB-CELLAR | O.G. | 75 | | | | B-2<br>D-2 | ACCESSORY UNATTENDED PARKING FOR FORTY-FIVE (45) CARS,<br>BUILDING STORAGE |
| 2ND SUB-CELLAR | O.G., 50, 300 | 200 | | | | B-2<br>D-2 | ACCESSORY UNATTENDED PARKING FOR NINETY-TWO (92) CARS,<br>MECHANICAL SPACE AND BUILDING STORAGE |
| 1ST SUB-CELLAR | 50, 100 | 222 | | | | B-2<br>D-2 | ACCESSORY UNATTENDED PARKING FOR ONE HUNDRED SIX (106) CARS,<br>MECHANICL SPACE, BUILDING AND MAINTENANCE STORAGE |
| CELLAR | 50& 100 | 222 | | | 6 | B-2<br>D-2 | ACCESSORY UNATTENDED PARKING OF (58) CARS.<br>MECHANICAL SPACE, COMPACTOR ROOMS, TENANT STORAGE, 2 LOADING BERTHS |
| | | 25 | | | 3 | G | SCHOOL |
| BASEMENT | 100& 300 | | | | 4 | B-2, E &F-4 | LOBBY, PRAM ROOM, COMMERCIAL STORAGE, TENANTS' COMMUNITY ROOM, MECHANICAL SPACE, MANAGEMENT OFFICE, |
| | | 75 | | | 3 | G | SCHOOL |
| | | 118 | PERSONS | | 9 | F-3 | HEALTH CLUB (LOCKER |

(CONTINUED)

OPEN SPACE USES _____
(SPECIFY—PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

N.G.

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

P.E. R.A. M-0

BOROUGH SUPERINTENDENT — Acting Commissioner COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY

THE CITY OF NEW YORK

ALT 101018998

# DEPARTMENT OF BUILDINGS

# CERTIFICATE OF OCCUPANCY

TEMPORARY

BOROUGH MANHATTAN AMENDED DATE: MAY 23 2011 No. 121879

This certificate ~~XXXXXXXX~~ C.O. NO T121331 ZONING DISTRICT C2-8

THIS CERTIFIES that the ~~XXX~~ altered ~~XXXXX~~ building—premises located at

1635 THIRD AVENUE Block 1537 Lot 1

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

| Floor | Dwelling Units per Story | Maximum Number of Persons Permitted | Number of Dwelling Units | Number of Rooms | Zoning Use Group | Occupancy Group | Description of Use |
|---|---|---|---|---|---|---|---|
| | | -10 | EMPLOYEES | | | | ROOMS) SWIMMING POOL & GYM |
| | | 128 | TOTAL | | | | |
| 1ST FLOOR | 40 | 566 | | | 6 | C | RETAIL STORES |
| | 100 | | 6 | 6 | 2 | J-2 | APARTMENTS |
| | | 300 | | | 9 | F-3 | PHYSICAL CULTURE ESTABLISHMENT |
| 2ND FLOOR | 40, 50 | | 6 | | 2,4 | E, J-2 B-2 | APARTMENTS, DOCTORS OFFICES, TENANT STORAGE |
| WEST WING (BUILDING #1) | | | | | | | |
| 3RD FLOOR | 40, 300 | | 9 | | 2 | J-2 | APARTMENTS, TENANT LAUNDRY, ROOF DECK |
| 4TH TO 26TH INCLUSIVE | 40ea. | | 10ea. | | 2 | J-2 | APARTMENTS, EACH FLOOR |
| 27TH & 28TH FLOORS | 40ea. | | 10ea. | | 2 | J-2 | APARTMENTS, EACH FLOOR |
| 29TH TO 37TH INCLUSIVE | 40ea. | | 10ea. | | 2 | J-2 | APARTMENTS, EACH FLOOR |
| 38TH TO 42ND INCLUSIVE | 40ea. | | 7ea. | | 2 | J-2 | APARTMENTS, EACH FLOOR |
| ROOF | 30 | | | | | D-2 | ELEVATOR AND MECHANICAL EQUIPMENT ROOM |

(CONTINUED)

OPEN SPACE USES _____
(SPECIFY—PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

M.G.

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

P.E. R.A M-B

Borough Commissioner — Acting Commissioner

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THE CITY OF NEW YORK

ALT 101018998

# DEPARTMENT OF BUILDINGS

## CERTIFICATE OF OCCUPANCY TEMPORARY

BOROUGH MANHATTAN DATE: MAY 23 2001 NO. 121879

This certificate AMENDED C.O. NO T121331 ZONING DISTRICT C2-8

THIS CERTIFIES that the alteration building premises located at

1635 THIRD AVENUE Block 1537 Lot 1

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

| STORY | LIVE LOAD LBS PER SQ FT | MAXIMUM NO. OF PERSONS PERMITTED | ZONING DWELLING OR ROOMING UNITS | BUILDING CODE DWELLING OR ROOMING ROOMS | ZONING USE GROUP | BUILDING CODE OCCUPANCY GROUP | DESCRIPTION OF USE |
|---|---|---|---|---|---|---|---|
| EAST WING (BUILDING # 2) | | | | | | | |
| 3RD FLOOR | 40, 300 | | 8 | | 2 | J-2 | APARTMENTS, TENANT LAUNDRY ROOF DECK |
| 4TH TO 24TH INCLUSIVE | 40ea. | | 10ea. | | 2 | J-2 | APARTMENTS, EACH FLOOR |
| 25TH & 26TH FLOORS | 40ea. | | 10ea. | | 2 | J-2 | APARTMENTS, EACH FLOOR |
| 27TH TO 32ND INCLUSIVE | 40ea. | | 10ea. | | 2 | J-2 | APARTMENTS, EACH FLOOR |
| 33RD TO 37TH INCLUSIVE | 40ea. | | 3ea. | | 2 | J-2 | APARTMENTS, EACH FLOOR |
| ROOF | 30 | | | | | D-2 | ELEVATOR AND MECHANICAL EQUIPMENT ROOM |

TEMPORARY CERTIFICATE OF OCCUPANCY

TERMS: NINETY (90) DAYS

EXPIRES: AUGUST 23, 2001

NEW CODE

FIRE DEPARTMENT APPROVAL DATED SEPTEMBER 10, 1979. (INTERIOR FIRE ALARM SYSTEM).

(CONTINUED)

OPEN SPACE USES _____
(SPECIFY—PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

N.G.

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED.

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

Acting Commissioner

BOROUGH SUPERINTENDENT — COMMISSIONER

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PAGE 4 OF 4 PAGES

THE CITY OF NEW YORK

ALT 101018998

# DEPARTMENT OF BUILDINGS

## CERTIFICATE OF OCCUPANCY TEMPORARY

BOROUGH MANHATTAN. DATE MAY 23 2001 NO. 121879

This certificate ~~xxxxxxxxx~~ AMENDED C.O. NO T121331 ZONING DISTRICT C2-8

THIS CERTIFIES that the ~~xxxx~~ altered ~~xxxxxx~~ building—premises located at

1635 THIRD AVENUE Block 1537 Lot 1

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

| STORY | LIVE LOAD LBS PER SQ FT | MAXIMUM NO OF PERSONS PERMITTED | ZONING DWELLING OR ROOMING UNITS | BUILDING CODE HABITABLE ROOMS | ZONING USE GROUP | BUILDING CODE OCCUPANCY GROUP | DESCRIPTION OF USE |
|---|---|---|---|---|---|---|---|
| | | | | | | | NOTE: PARKING IS PRIMARILY FOR RESIDENTS AND MAY INCLUDE PARKING FOR NON-RESIDENTS WITH NO LIMITATION ON TIME. RESIDENTS MAY RECAPTURE ANY OF THE NON-RESIDENT PARKING SPACES UPON THIRTY (30) DAY WRITTEN NOTICE TO THE OWNER. |
| | | | | | | | NOTE: THAT THERE SHALL BE NO CHANGE IN OWNERSHIP OR OPERATING CONTROL OF THE PHSYICALTURE ESTABLISHMENT WITHOUT PRIOR APPLICATION TO AND APPROVAL FROM THE BOARD. THAT THE HOURS OF OPERATION SHALL BE LIMITED TO MONDAY THROUGH FRIDAY 5 A.M. TO 12 MIDNIGHT AND SATURDAY AND SUNDAY 6 A.M. TO 11 A.M. THAT NOISE LEVELS GENERATED BY THE PHSYICAL CULTURE ESTABLISHMENT SHALL COMPLY WITH THE NYC NOISE CONTROL CODE TO MINIMIZE ANY POTENTIAL IMPACT ON THE RESIDENTS IN THE BUILDING AND THAT THIS SPECIAL PERMIT SHALL BE LIMITED TO A TERM OF 9 YEARS JANUARY 28, 1997 TO EXPIRE ON JANUARY 28, 2006. |
| | | | | | | | BZ 75-95 BZ |

OPEN SPACE USES _____
(SPECIFY—PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

H.G.

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

P.E. R.A

BOROUGH SUPERINTENDENT — Acting Commissioner M.D. COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY

B Form 34 (Back) (Rev. 8/62)

THAT THE ZONING LOT ON WHICH THE PREMISES IS LOCATED IS BOUNDED AS FOLLOWS:

BEGINNING at a point on the NORTH side of EAST 91 STREET
distant 0'-0" feet from the corner formed by the intersection of
EAST 91 STREET and THIRD AVENUE

running thence _____ feet; thence _____ feet
thence NORTH 201'-5" feet; thence EAST 389'-5" feet
thence SOUTH 201'-5" feet; thence WEST 389'-5" feet
thence _____ feet; thence _____ feet
to the point or place of beginning.

101018998
XXXXXor ALT. No. DATE OF COMPLETION CONSTRUCTION CLASSIFICATION 1-A
BUILDING OCCUPANCY GROUP CLASSIFICATION HEIGHT STORIES FEET
F-3, J-2 45 979'-0"

THE FOLLOWING FIRE DETECTION AND EXTINGUISHING SYSTEMS ARE REQUIRED AND WERE INSTALLED IN COMPLIANCE WITH APPLICABLE LAWS.

| | YES | NO | | YES | NO |
|---|---|---|---|---|---|
| STANDPIPE SYSTEM | | | AUTOMATIC SPRINKLER SYSTEM | | |
| YARD HYDRANT SYSTEM | | | | | |
| STANDPIPE FIRE TELEPHONE AND SIGNALLING SYSTEM | | | | | |
| SMOKE DETECTOR | | | | | |
| FIRE ALARM AND SIGNAL SYSTEM | | | | | |

STORM DRAINAGE DISCHARGES INTO:
A) STORM SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

SANITARY DRAINAGE DISCHARGES INTO:
A) SANITARY SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

LIMITATIONS OR RESTRICTIONS:
BOARD OF STANDARDS AND APPEALS CAL. NO. _____
CITY PLANNING COMMISSION CAL. NO. _____
OTHERS:

TITLE NO. 0160-NY2X1308A CO

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

1601/1619 THIRD AVE AKA 201/225 EAST 90 ST AKA 200/226 EAST 91ST
MANHATTAN
BLOCK 01536 LOT 00001 10/17/01

# CERTIFICATE OF OCCUPANCY REPORT

THE FOLLOWING INFORMATION IS ON FILE:

MANHATTAN BLOCK 01536 LOT 00001

CO 96023
ISSUED 04/13/90
ALT 848/1989
34 STORY, CONSTRUCTION CLASSIFICATION 1A
549 FAMILY MULTIPLE DWELLING CLASS "A", MANAGEMENT OFFICE, SCHOOL, SECURITY OFFICE, DOCTOR'S OFFICES, RETAIL STORES AND EATING AND DRINKING ESTABLISHMENT
COMPLETED 04/10/90

NO CO ON FILE
ALT 100038825/1990
CUT NEW OPENING TO EXISTING STAIR AT BLOCK WALL ENCLOSURE. REMOVE DOOR AND BLOCK OPENING TO REAR EXIT , TO CHANGE EGRESS FROM RESTAURANT SPACE AT 1ST FLOOR. AMENDED CO REQUIRED
PERMIT ISSUED 08/01/90
NOT SIGNED OFF

The purpose of this report is to provide the legal occupancy as per latest c/o on file. The above report may not include the reporting of minor applications which may be indexed against the above block and lot but do not require a new C/O or applicatic of any kind that are incomplete. A history of all filings for the above parcel is available upon request for an additional fee. There is no liability assumed for errors or omissions of fact due to the state of the public record or the limits defined herei This product is not intended to eliminate risks covered by TOEPP.
This report is prepared exclusively for COMMONWEALTH LAND TITLE on 10/17/01. 0160-NY2X1308A

A.I.S.

Page 1 of 3 Pages

THE CITY OF NEW YORK

# DEPARTMENT OF BUILDINGS

ALT# 848/89

# CERTIFICATE OF OCCUPANCY

AMENDED

BOROUGH MANHATTAN Amends

DATE APR 13 1990 NO. 96023

This certificate C.O. No. 83580 ZONING DISTRICT C2-8

THIS CERTIFIES that the building-premises located at 1601-1619 Third Avenue NEC Third Avenue & 90th Street Block 1556 Lot 1

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN

PERMISSIBLE USE AND OCCUPANCY

| Story | Live Load Lbs. per Sq. Ft. | No. of Persons Permitted | Zoning Dwelling or Rooming Units | Building Code Habitable Rooms | Zoning Use Group | Building Code Occupancy Group | Description of Use |
|---|---|---|---|---|---|---|---|
| Sub-Cellar #2 | O.G. | 73 | | | 8 | B-2 D-2 | Accessory unattended parking for 31 cars, mechanical room |
| Sub-Cellar #1 | O.G. 50 100 | 235 | | | 8 | B-2 D-2 | Accessory unattended parking for 102 cars, mechanical space, building and maintenance storage rooms |
| Cellar | 50 100 | 178 | | | 8 | B-2 E D-2 | Accessory unattended parking for 79 cars, tenant storage, management office, compactor rooms, 2 loading berths, school |
| Basement | 100 300 | 185 | | | 8 6 | B-2 E F-4 D-2 | Employees' locker rooms, garbage storage maintenance storage, accessory commercial storage, security office doctors' offices tenants' community room, pram room, lobby restaurant prep. room |
| 1st Floor | 40 100 300 | 26 295 | | | 6 2 6 | C J-2 F-4 | Retail stores six (6) apartments eating & drinking establishment |
| 2nd Floor | 40, 50 | 108 | | | 2 A | E J-2 B-2 | Doctors' offices, 6 apartments, tenant storage |
| West Wing # 3 3rd Floor | 40, | 79 | | | 2 | J-2 | 9 Apartments, tenant laundry |

OPEN SPACE USES _____
(SPECIFY—PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

Acting BOROUGH SUPERINTENDENT

COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY—DEPARTMENT OF BUILDINGS ☐ COPY

Page 2 of 3 copies

THE CITY OF NEW YORK

# DEPARTMENT OF BUILDINGS

ALT# 848/89

## CERTIFICATE OF OCCUPANCY AMENDED

BOROUGH MANHATTAN DATE: APR 13 1990 NO. 960[illegible]

Amends

This certificate XXXXXXXX C.O. No. 83580 ZONING DISTRICT C2-8

THIS CERTIFIES that the XXXX-altered XXXXXXX-building-premises located at

1601-1619 Third Avenue NEC Third Avenue & 90th Street Block 1556 Lot 1

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

| STORY | LIVE LOAD LBS. PER SQ. FT. | NO. OF DWELLING UNITS | PERMISSIBLE NO. OF DWELLING UNITS | BUILDING CODE OCCUPANCY GROUP | ZONING USE GROUP | BUILDING CODE OCCUPANCY GROUP | DESCRIPTION OF USE |
|---|---|---|---|---|---|---|---|
| 4-21 Floors | 40ea. | | 10 | | 2 | J-2 | Ten (10) apartments each floor |
| 22-29 Floors | 40ea. | | 10 | | 2 | J-2 | Ten (10) apartments each floor |
| 30th to 34th Floors | 40ea. | | 7 | | 2 | J-2 | Seven (7) apartments each floor |
| Roof | 30 | | | | | D-2 | Elevator machine equipment room |
| EAST WING # 4 | | | | | | | |
| 3rd Floor | 40,300 | 79 | 8 | | 2 | J-2 | 8 Apartments, tenants laundry, roof deck |
| 4th to 17th Floors | 40ea. | | 10 | | 2 | J-2 | Ten (10) apartments each floor |
| 18th & 19th Floors | 40ea. | | 10 | | 2 | J-2 | Ten (10) apartments each floor |
| 20th to 24th Floors | 40ea. | | 10 | | 2 | J-2 | Ten (10) apartments each floor |
| 25th to 29th Floors | 40ea. | | 3 | | 2 | J-2 | Three (3) apartments each floor |
| Roof | 30 | | | | | D-2 | Elevator and mechanical equipment rooms |
| | | CLASS A APARTMENT STORES, SCHOOL AND OFFICES | | | | | |
| | | NS- CODE | | | | | |

(CONTINUED)

OPEN SPACE USES _____

(SPECIFY-PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

H.G. NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

Orline

BOROUGH SUPERINTENDENT COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY

Page 2 of 5 Pages

THE CITY OF NEW YORK

# DEPARTMENT OF BUILDINGS

ALT# 848/89

## CERTIFICATE OF OCCUPANCY

AMENDED

BOROUGH MANHATTAN
Amends

DATE APR 13 1990 NO. 960213

This certificate ~~XXXXXXX~~ C.O. No. 83580 ZONING DISTRICT C2-8

THIS CERTIFIES that the ~~XXX~~ altered ~~XXXXXX~~ building premises located at:
1601-1619 Third Avenue NEC Third Avenue & 90th Street Block 1556 Lot 1

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

| STORY | MAXIMUM LOAD PER SQ. FT. | MAXIMUM NO. OF PERSONS PERMITTED | DWELLING OR ROOMING UNITS | OCCUPANCY GROUP INCIDENTAL TO PRIMARY | ZONING USE GROUP | BUILDING CODE OCCUPANCY GROUP | DESCRIPTION OF USE |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

NOTE: Parking is primarily for residents and may include parking for non-residents with no limitation as to time. Residents may recapture any of the non-resident parking spaces upon thirty (30) days written notice to the owner.

THIS CERTIFICATE OF OCCUPANCY MUST BE POSTED WITHIN THE BUILDING, IN ACCORDANCE WITH THE RULES OF THE DEPARTMENT PROMULGATED MARCH 31ST, 1967.

OPEN SPACE USES _____
(SPECIFY—PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

M.G. NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

BOROUGH SUPERINTENDENT

COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY—DEPARTMENT OF BUILDINGS ☐ COPY

THAT THE ZONING LOT ON WHICH THE PREMISES IS LOCATED IS BOUNDED AS FOLLOWS:

BEGINNING at a point on the East side of Third Avenue and 50th Street being formed by the intersection of

running thence East 394 feet; thence North 201.41 feet;

thence West 394 feet; thence South 201.41 feet;

thence _____ feet; thence _____ feet;

thence _____ feet; thence _____ feet;

to the point or place of beginning.

ALT. No. 848/83 DATE OF COMPLETION 4/10/90 CONSTRUCTION CLASSIFICATION 1A

BUILDING OCCUPANCY GROUP CLASSIFICATION Class A HEIGHT 309' 11" STORIES FEET

THE FOLLOWING FIRE DETECTION AND EXTINGUISHING SYSTEMS ARE REQUIRED AND WERE INSTALLED IN COMPLIANCE WITH APPLICABLE LAWS:

| | | YES | NO | | YES | NO |
|---|---|---|---|---|---|---|
| STANDPIPE SYSTEM | Existing | X | | AUTOMATIC SPRINKLER SYSTEM | | |
| YARD HYDRANT SYSTEM | | | | | | |
| STANDPIPE FIRE TELEPHONE AND SIGNALLING SYSTEM | | | | | | |
| SMOKE DETECTOR | Existing | X | | | | |
| FIRE ALARM AND SIGNAL SYSTEM | | | | | | |

STORM DRAINAGE DISCHARGES INTO:

A) STORM SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☒

SANITARY DRAINAGE DISCHARGES INTO:

A) SANITARY SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☒

LIMITATIONS OR RESTRICTIONS:

BOARD OF STANDARDS AND APPEALS CAL. NO. _____

CITY PLANNING COMMISSION CAL. NO. _____

OTHERS:

Title No. NY2K1308

# NEW YORK CITY MUNICIPAL DEPARTMENT SEARCHES

**For Information Only**

No New York City municipal department searches for notices of violations of laws, regulations or ordinances filed therein and no searches for certificate of occupancy, building or other permits or licenses are made unless specifically requested by the applicant. Such searches, when requested, will be made at an additional charge to the applicant and will not be continued to the date of closing. Searches for notices of violations will disclose only those violations reported in each department as of its most recent inspection and posting dates. If you wish to ascertain whether the present condition of the premises may result in additional, or fewer violations than those disclosed on any search herein, you must request a new inspection directly from the particular department and pay the fee therefore.

This Company does not, in any event, insure that the buildings or other erections upon the premises or their use, comply with Federal, State or Municipal laws, regulations or ordinances, and therefore assumes no liability whatsoever by reason of the ordering of such searches and does not insure their accuracy.

The following Municipal Department Searches have been ordered:

**1601/1619 THIRD AVENUE, A/K/A 201/225 EAST 90TH STREET, A/K/A 200/226 EAST 91ST STREET**

| | | |
|---|---|---|
| Street Report | - | Herewith |
| Certificate of Occupancy | - | Herewith |
| Housing and Building | - | Herewith |
| Fire Department | - | Herewith |
| Emergency Repairs | - | Herewith |
| Air Resources | - | Herewith |
| Health Department | - | To Follow |
| Fuel Oil | - | Herewith |
| Highway Department | - | Herewith |

TITLE NO. 0160-NY2K1308A SR

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

1601/1619 THIRD AVE AKA 201/225 EAST 90 ST AKA 200/226 EAST 91 ST
MANHATTAN
BLOCK 01536 LOT 00001 10/16/01

STREET REPORT

MANHATTAN BLOCK 01536 LOT 00001

THIRD AVENUE

MAPPED AT 100 FEET ON FINAL CITY PLAN
LEGALLY OPENED TO THE FULL WIDTH 08/04/1814

EAST 91 STREET

MAPPED AT 60 FEET ON FINAL CITY PLAN
LEGALLY OPENED TO THE FULL WIDTH 06/13/1880

EAST 90 STREET

MAPPED AT 60 FEET ON FINAL CITY PLAN
LEGALLY OPENED TO THE FULL WIDTH 11/09/1865

The above report is for information purposes only. Liability is limited to errors and omissions of information properly indexed, filed and recorded with the Topographical Bureau for the county. This search is prepared exclusively for COMMONWEALTH LAND TITLE on 10/16/01. 0160-NY2K1308A

A.I.S.

TITLE NO. 0160-NY2K1308A FW

# FIRE DEPARTMENT * CITY OF NEW YORK

## BUREAU OF REVENUE MANAGEMENT

9 Metro Tech East
Brooklyn, N.Y. 11201-3857

**RECORD SEARCH REQUEST**

MAIL TO:

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD
BRIARWOOD, N.Y. 11435

CHECKED BY:

SEARCH NO. _____

The undersigned requests the following information re: Premises

1601/1619 THIRD AVE AKA 201/225 EAST 90 ST AKA 200/226 EAST 91 ST — MANHATTAN

ADDRESS — BOROUGH

[X] 1. Record of existing Fire Department Violations _____ FEE: $10.00

[ ] 2. Record of Permit for _____ FEE: $10.00

[ ] 3. Other _____ FEE: $10.00

TOTAL FEE: $10.00

(THE CITY OF NEW YORK IS NOT BEING SUED, NOR IS THERE ANY INTENTION TO SUE THE CITY OF NEW YORK)

ABSTRACTERS' INFORMATION SERVICE, :

DATE 10/15/01

DO NOT WRITE BELOW THIS LINE

Gentlemen:

In reply to your request concerning the premises mentioned above, please be advised that as of 9 A.M., SEP 19 2001 our records show the following:

VIOLATION #

20683700P 12/29/88

COPY (S) ATTACHED

Searched by _____

VIOLATION RECORDS ABOVE ARE ONLY THOSE WHICH ARE A MATTER OF RECORD IN ABSTRACTERS OF THE BUREAU OF FIRE PREVENTION, AND MAY NOT INCLUDE VIOLATIONS ISSUED BY LOCAL UNITS.

DEPT. OF FIRE PREVENTION COPY

DATE: 10/16/01 < < < FPIMS/ECB > > > TIME: 14:15:53
NOV PROCESSING: NOV BY NUMBER INQUIRY

Account: 70052832 Alpha PFX: G D.O.: 94 Reinsp-dt: 02/15/94 Reinsp-cd: 3
NOV Number: 20682700P Type: Agency: Sum-io-dt : 03/04/92
AFID Number: L013 Tax Registry: FP592294 Respondent: RUPPERT TOWERS HOUSING
Premises Address: St Number 1601 Prefix Name 3
Issuance Date : 12/29/88 Type AVE Suffix Zip 100250000 Boro 1
Delivery Data: 12/29/88 Correction Date: N/A Hearing Date: 02/16/89
Total Fines Collected : $135.00

| Rule/Code | Description | Fine Imposed | Disp Code | Disp Date |
|---|---|---|---|---|
| RULE 6 | FAILED TO PROVIDE SIGN/POSTING/INSTRUCT | $30.00 | 10 | 03/03/89 |
| RULE 12 | FAIL TO MAINTAIN SPK/STD/ALARM/SUPP SYS. | $30.00 | 10 | 03/03/89 |
| RULE 17 | FAILED TO OBTAIN CERTIFICATE OF FITNESS | $75.00 | 12 | 03/03/89 |

SELECT>F6: REFRESH F7: CHANGE TRAN F8: SUB MENU F9: MENU F10: SIGNOF OR XMIT.

TITLE NO. 0160-NY2K1308A ER

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

# EMERGENCY REPAIRS

Company: COMMONWEALTH LAND TITLE Date: 10/17/01

Premises: 1601/1619 THIRD AVE AKA 201/225 EAST 90 ST AKA 200/226 EAST 91 ST

County: MANHATTAN

---

A search of the Department of Rent and Housing Maintenance ( Emergency Repair Building Summary lien record) shows the following money due.

Date: JUNE 01

Amount: 0.00

---

The result of the work-in-progress search reveals that:

[X] There were no open purchase orders found at the above-captioned premises subsequent to the above lien date.

[ ] See attached for information found for the above-captioned premises at HPD/Emergency Repair Division.

| Cert.Date or Date of P.O. | P.O. # | Description |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Liability is limited to liens that have matured into dollar amounts and are properly posted at the Department of Finance as of Date of Search 10/17/01 0160-NY2K1308A

# ABSTRACTERS' INFORMATION SERVICE, INC.

138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-1451 FAX (718) 291-6681

## NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

## (AIR RESOURCES SEARCH)

DATE: 10/22/01

TITLE NUMBER: 0160-NY2K1308A

PREMISES: 1601/1619 THIRD AVE AKA 201/225 EAST 90 ST AKA 200/226 EAST 91 ST

COUNTY: MANHATTAN

**********

A SEARCH OF THE RECORDS AT THE BUREAU OF AIR, NOISE AND HAZARDOUS MATERIAL INDICATES THE FOLLOWING:

[X] IT IS A VIOLATION OF THE NEW YORK CITY ADMINISTRATIVE CODE, TITLE 24, AIR POLLUTION CONTROL CODE, TO OPERATE FUEL-BURNING OR REFUSE-BURNING EQUIPMENT AS SPECIFIED IN THE CODE WITHOUT A VALID CERTIFICATE. IF SUCH EQUIPMENT, ALTHOUGH UNKNOWN TO US EXISTS, IT IS AUTOMATICALLY IN VIOLATION OF THE LAW. THIS APPLIES REGARDLESS OF THE INFORMATION PROVIDED HEREIN.

[ ] NO RECORD FOUND FOR THE ABOVE PREMISES.

[X] SEE ATTACHED INFORMATION PROVIDED BY THE DEPT. OF ENVIRONMENTAL PROTECTION FOR THE ABOVE PREMISES.

### IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO ELIMINATE RISKS COVERED BY TOEPP. NO LIABILITY IS ASSUMED FOR ACCURACY OF THE ABOVE INFORMATION.

# Bureau of Environmental Compliance

59-17 Junction Blvd., Corona, N.Y. 11368
Records Control

Date: 10/17/01
Time 2:58 PM

Facility No.: 1 XO67
Expires On: 06/11/2003

CA233393Y

Certificate to Operate
Active

**Owner:**

YORKVILLE TOWERS ASSOC.
1619 3 AVENUE
MANHATTAN NY 10128

**Facility**
YORKVILLE TOWERS ASSOC.
1619 3 AVENUE
MANHATTAN NY 10128

| | | |
|---|---|---|
| **Last Fee Assessed:** | $ 345.00 | 06/19/97 |
| **Last Pay Amount:** | $ 345.00 | 12/01/00 |
| **Balance Due:** | $ .00 | |

Floor: S

Boiler Make & Model : ROCKMILLS MP-100 # of Identical Units: 2
Boiler Type: 2 Source Code: A7320 Air Intake: 1 Heat Input: 4.2 x 10^6 Gross BTU Rating: 4.2

Burner 1 Make & Model : S.T. JOHNSON DHF-100G Fuel Type: 52
Burner Type: 62 # of Burners: 2

Usage : Avg. Fuel/Hr: 3400 Max Fuel/Hr: 4200 Avg. Fuel/Year: 558.4 Fuel Supplier: UNKNOWN
% By Season : Winter: 50 Spring: 20 Summer: 10 Fall: 20 Hours/Day: 4.5 Days/Year: 365

Burner 2 Make & Model : S.T. JOHNSON DHF-100 G Fuel Type: 52
Burner Type: 62 # of Burners: 1

Usage : Avg. Fuel/Hr.: 3400 Max Fuel/Hr: 4200 Avg. Fuel/Year: 5584500 Fuel Supplier:
% By Season : Winter: 50 Spring: 20 Summer: 10 Fall: 20 Hours/Day: 4.5 Days/Year: 365

# Bureau of Environmental Compliance

59-17 Junction Blvd., Corona, N.Y. 11368
Records Control

Date: 10/17/01
Time 2:58 PM

Facility No.: 1 XOB7
Expires On: 04/29/2004

CA246496J

Certificate to Operate
Active

Owner:

YORKVILLE TOWERS/R/Y MGMT
1619 3 AVENUE
MANHATTAN NY 10128

Facility
YORKVILLE TOWERS/R/Y MGMT.
1601 3 AVENUE
MANHATTAN NY 10128

| | | |
|---|---|---|
| Last Fee Assessed: | $ 690.00 | 05/04/98 |
| Last Pay Amount: | $ 690.00 | 12/15/00 |
| Balance Due: | $ .00 | |

Floor: B

Boiler Make & Model : (NEW)FEDERAL-EASTMOND FST-90 # of Identical Units: 2
Boiler Type: 2 Source Code: A7320 Air Intake: 1 Heat Input: 7.6 x 10^6 Gross BTU Rating: 3.8

Burner 1 Make & Model : S.T. JOHNSON DHF-100 G Fuel Type: 52
Burner Type: 62 # of Burners: 2

Usage : Avg. Fuel/Hr: 2800 Max Fuel/Hr: 3780 Avg. Fuel/Year: 4.5 Fuel Supplier:
% By Season : Winter: 25 Spring: 25 Summer: 25 Fall: 25 Hours/Day: 4.5 Days/Year: 365

Burner 2 Make & Model : S.T. JOHNSON DHF-100 G Fuel Type: 52
Burner Type: 62 # of Burners: 0

Usage : Avg. Fuel/Hr.: 2800 Max Fuel/Hr: 3780 Avg. Fuel/Year: 0 Fuel Supplier:
% By Season : Winter: 25 Spring: 25 Summer: 25 Fall: 25 Hours/Day: 4.5 Days/Year: 365

TITLE NO. 0160-NY2K1308A F0

# FIRE DEPARTMENT * CITY OF NEW YORK

## BUREAU OF REVENUE MANAGEMENT

9 Metro Tech East
Brooklyn, N.Y. 11201-3857

**RECORD SEARCH REQUEST**

MAIL TO:

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD
BRIARWOOD, N.Y. 11435

CHECKED BY:

SEARCH NO. _____

The undersigned requests the following information re: Premises

1601/1619 THIRD AVE AKA 201/225 EAST 90 ST AKA 200/226 EAST 91 ST — MANHATTAN

ADDRESS — BOROUGH

[ ] 1. Record of existing Fire Department Violations _____ FEE: $10.00

[X] 2. Record of Permit for fuel _____ FEE: $10.00

[ ] 3. Other _____ FEE: $10.00

TOTAL FEE: $10.00

(THE CITY OF NEW YORK IS NOT BEING SUED, NOR IS THERE ANY INTENTION TO SUE THE CITY OF NEW YORK)

ABSTRACTERS' INFORMATION SERVICE, INC

DATE 10/15/01

DO NOT WRITE BELOW THIS LINE

Gentlemen:

In reply to your request concerning the premises mentioned above, please be advised that as of 9 A.M., SEP 19 2001 our records show the following:

ACCOUNT #.....: _____
BALANCE DUE...: _____
PERMIT EXPIRE.: _____
SIZE OF TANK..: _____
DIST. OFF.....: _____
NO RECORD FOUND
ON FILE.....: _____

Searched by: _____

VIOLATION RECORDS ABOVE ARE ONLY THOSE WHICH ARE A MATTER OF RECORD IN HEADQUARTERS OF THE BUREAU OF FIRE PREVENTION. DO NOT INCLUDE VIOLATIONS ISSUED BY LOCAL UNITS.

TITLE NO. 0160-NY2K1308A EV

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

Search Date: 10/17/01

# VIOLATION SEARCH

HIGHWAY / SIDEWALK VIOLATIONS

Premises: 1601/1619 THIRD AVE AKA 201/225 EAST 90 ST
AKA 201/221 EAST 91 STREET

County: MANHATTAN Block: 01536 Lot: 00001

RETURNS

A search of the records of the Department of Highways indicates the following:

[X] There are no violations as per search date 10/16/01

[ ] Sidewalk Notice on file as of: _____

[ ] Other _____

This search is submitted for information purposes only. Liability is limited to errors and omissions of information properly indexed, filed, and recorded with the above mentioned governmental agency. This search is prepared exclusively for COMMONWEALTH LAND TITLE. [illegible]

TITLE NO. 0160-NY2K1308A HB

**ABSTRACTERS' INFORMATION SERVICE, INC.**
138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

# VIOLATION SEARCH

DATE: 10/16/01

PREMISES: 1601/1619 THIRD AVE AKA 201/225 EAST 90 ST AKA 200/226 EAST 91 ST

COUNTY: MANHATTAN

The Findings of this search is limited to violation posted against the address(es) shown above and may not include violations po against other addresses or against a Block and Lot.

BUILDING DEPT.: A Search of the Building Department Records indicate the following violations. copies and/or an abstract of the violations, if any, are attached.

SEE ATTACHED FOR PENDING VIOLATIONS AS PER SEARCH DATED:10/15/01

OFFICE OF RENT AND HOUSING MAINTENANCE: A Search of the Housing Department Records indicate the following violations. Copies and/or an abstract of the violations,if any, are attached.

SEE ATTACHED FOR PENDING VIOLATIONS AS PER SEARCH DATED:10/15/01

CLASSIFICATION: ___ PRIVATE DWELLING

X MULTIPLE DWELLING-NO. OF APTS. 549

CLASSIFIED AS HEREAFTER ERECTED - CLASS A

___ COMMERCIAL PROPERTY

___ NOT A MULTIPLE DWELLING

REGISTRATION NUMBER: 139124
SC NUMBER: SC-B NUMBER:

LAST INSPECTION DATED: 06/30/00

## IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

ABSTRACTERS INFORMATION SERVICE INC. DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCIES WERE EXAMINED AN THAT THE INFORMATION RECORDED ABOVE IS A TRUE AND ACCURATE ABSTRACTION OF THE INFORMATION CONTAINED THEREIN. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY. LIABILITY IS LIMITED TO ERRORS AND OMISSIONS OF INFORMATION PROPERLY INDEXED, FILED AND RECORDED WITH THE ABOVE GOVERNMENTAL AGENCIES AND SHALL NOT EXCEED A TOTAL OF $1000.00 DOLLARS. NON-COMPLIANCE OF LOCAL LAW 10/81 WHICH INVOLVES PERIODIC ELEVATOR INSPECTIONS PERFORMED BY PRIVATE FIRMS EMPLOYED BY THE OWNER OR HIS AGENT, ARE NOT INCLUDED IN THE ABOVE SEARCH. THIS SEARCH DOES NOT INCLUDE OTHER AGENCIES VIOLATIONS. THIS SEARCH IS PREPARED EXCLUSIVELY FOR COMMONWEALTH LAND TITLE on 10/16/01. 0160-NY2K1308A

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10/15/01          PUBLIC ACCESS PROPERTY PROFILE OVERVIEW                    BISPIQ
1601........      3 AVENUE.................... 1 MANHATTAN.    10128 BIN# 10485

 3 AVENUE          1601 - 1619          HEALTH AREA : 33      TAX BLK: 153
EAST   90 STREET   2011 - 1225          CENSUS TRACT: 154     TAX LOT: 1..
EAST   91 STREET   2001 - 226           COMMUNITY BD: 108     CONDO  :
                                        MULTI STRUCT: 01      VACANT :
=================================================================================
DOB SPECIAL PLACE NAME :                                  3   PROPERTY RECORD
DOB BUILDING REMARKS :
FINANCE OCCUPANCY CODE : D4-ELEVATOR APT      LANDMARK STATUS:

  COUNTS FOR THIS BIN                                          RECORD VERIFIED :
  ACTIONS          : 126    , 23    JOBS/FILINGS (PF4)        SPECIAL STATUS :
  VIOLATIONS DOB : 43       , 0     OPEN                            LOCAL LAW :
             ECB : 19       , 2     OPEN    (PF12)                        SRO :
  COMPLAINTS       : 20     , 0     OPEN    (PF11)
---------------------------------------------------------------------------------
 PF 3 = ELEVATORS    ENTER KEY= ACTIONS  PF 5/6/7 = NEW ADDR/BIN/BLK-LOT
 PF 8 = BOILERS      (TYPE : ....  )     PF 9/10  = BROWSE BIN/BLK-LOT
 *NO ARA'S FILED                         PF 15    = BROWSE 3   PROPERTY RECO
 PF 14 = LPC/HPD/LOFT USE ONLY           PF 16    = ADDTN'L PROPERTY INFO

10/15/01     171    ACTIONS AT 1601     3 AVENUE MANHATTAN                  BISPC
                                BLOCK: 01536   LOT: 00001                    PAGE

A . UB    1153-42              UB    377-47              UB    1620-09*
B . V*    081077C28Z           V*    11148OP51           V*    08582LL10605
C . V*    9058-68-P5           V*    9263-743-5          V*    091676C30Z1
D . V*    012081E28981         V*    031881E146981       V*    072282E142482
E . V*    111486LL1081SS03180  V*    050887LL1081SS02766 V*    050887LL1081SS0
F . V*    040687E113081        V*    012988LL1081SS02365 V*    012988LL1081SS0
G . V*    012988LL1081SS02371  V*    012988LL1081SS02488 V*    042088E110182
H . V*    090194LL629103422    V*    090194LL629103423   V*    082995LL629104
I . V*    082995LL629104062    V*    082995LL629104063   V*    082995LL629104
J . V*    082995LL629104065    V*    082995LL629104066   V*    082995LL629104
K . V*    082995LL629104068    V*    021097LL629106666   V*    021097LL629106
L . V*    091697LL629118450 2  V*    091697LL629118450 3 V*    062191LL10/800
M . V*    062392ESST03F        V*    062392ESST04F       V*    062392ESST02F
N . V*    031699LL629104823    V*    031699LL629104824   V*    020700LL629104
O . V*    020700LL629104825    V*    022701LL629104694   V*    022701LL629104
P . V*    032801E9444/134835   VECB  050300CB8DP03       VECB  100500CB8WB01
Q . VEC*  52594E5Y1354C02      VEC*  52594E5Y1354C03     VEC*  52594E5Y1354C0
R . VEC*  52594E5Y1354C05      VEC*  52594E5Y1354C06     VEC*  52594E5Y1354C0

PF1-PREV SCREEN   PF6-REFRESH(ENTR TYPE ....)  COL. NO. TO ZOOM
```

```
10/15/01                    ECB VIOLATION DETAILS                          ECBPQ

ECB VIOLATION NUMBER ==> 34236764M    VIOL ACTIVE                    BIN #: 1048
LOCATION INFO:                         OVERDUE COMPL                 BLOCK: 1536
 1601    3 AVENUE , MAN , NY 10128                                    LOT  : 1
RESPONDENT INFO:                                                      CB   : 108
 OWNER OF 1601-1619 3 AVEN . , ,
                                                                      GEO FLAG: 1
VIOL ISSUE DATE : 05/03/00            DELIVERED DATE : 05/03/00
VIOL TYPE       : CN - CONSTRUCTION   DOB VIOL NUMBER: 05030CB8DP03
ISSUING INSP ID :                     TAX LIEN SERV  : NO
DEVICE TYPE     :                     DEVICE NUMBER  : 1048912
SCHED HRG DATE  : 06/22/00            HEARING TIME   : 10:30      LOCATION:
AMOUNT IMPOSED  : $ 130.00            AMOUNT PAID    : $ 130.00
HEARING STATUS  : V - IN VIOLATION    COMPL STATUS   : O - OVERDUE COMPL
COMPL BY DATE   : 09/10/00            COMPL MET FLAG :
COMPL MET DATE  :                     VIOL SEVERITY  : B - MODERATE
INFRACTION CODES: B27
FIRST INFRACTION: 27-146        FAILURE TO PROVIDE APPROVED PLANS AT PREMISE
HISTORICAL EVENT DATES:
CUR:          HRG:          COM:          DEF:          STIP ACC:
AJR:          ASG:          WRI:          REINSPECTION COMPLIANCE:
      PF1 = PREV. SCREEN    PF2 = MENU    PF3 =INFR CODE TRANS;

10/15/01                ECB INFRACTION CODE TRANSLATION                    BCSP
ECB VIOLATION NUMBER ==> 34236764M                                    BIN #: 104
LOCATION INFO:                                                        BLOCK: 153
 1601    3 AVENUE , MAN , NY 10128                                    LOT  : 1
RESPONDENT INFO:                                                      CB   : 108
 OWNER OF 1601-1619 3 AVEN . , ,
CODE TRANSLATION
-----------------------------------------------------------------------------
 B27 27-146        FAILURE TO PROVIDE APPROVED PLANS AT PREMISES AT TIME OF

DESCRIPTION OF VIOLATION:
 FAILURE TO PROVIDE APPROVED PLANS AT TIME OF INSPECTION. WORK NOTED
 REMOVING EXISTING CEILING TILES ON LOBBY CEILING AND INSTALLING GRID
 WORK AND TILES WITHOUT APPROVED PLANS. LOCATION MAIN LOBBY OF 1601
  PF1 = PREVIOUS SCREEN    PF2 = RETURN TO VIOLATIONS SCREEN
```

```
10/15/01                    ECB VIOLATION DETAILS                          ECBPDB
ECB VIOLATION NUMBER ==> 34267201K   VIOL ACTIVE                    BIN #: 104891
LOCATION INFO:                        OVERDUE COMPL                 BLOCK: 1536
 1601    3 AVENUE , MAN , NY 10128                                   LOT : 1
RESPONDENT INFO:                                                     CB  : 108
 OWNER OF 1601 3 AVE . 1601    3 AVENUE , NEW YORK , NY 10128
                                                                    GEO FLAG: 1
VIOL ISSUE DATE : 10/05/00          DELIVERED DATE : 10/05/00
VIOL TYPE       : CN - CONSTRUCTION  DOB VIOL NUMBER: 100500CB8WB01
ISSUING INSP ID : 0517               TAX LIEN SERV. : NO
DEVICE TYPE     :                    DEVICE NUMBER  : 1048912
SCHED HRG DATE  : 05/03/01           HEARING TIME   : 10:30      LOCATION: M
AMOUNT IMPOSED  : $ 800.00           AMOUNT PAID    : $ 1600.00
HEARING STATUS  : V - IN VIOLATION   COMPL STATUS   : O - OVERDUE COMPL
COMPL BY DATE   : 07/23/01           COMPL MET FLAG :
COMPL MET DATE  :                    VIOL SEVERITY  : B - MODERATE
INFRACTION CODES: B03
FIRST INFRACTION: 27-217        OCCUPANCY CONTRARY TO THAT ALLOWED BY THE C C
HISTORICAL EVENT DATES:
CUR:          HRG:          COM:          DEF:          STIP ACC:
AJR:          ASG:          WRI:          REINSPECTION COMPLIANCE:
      PF1 = PREV. SCREEN     PF2 = MENU     PF3 =INFR CODE TRANS.
10/15/01                ECB INFRACTION CODE TRANSLATION                    BCSPQ
ECB VIOLATION NUMBER ==> 34267201K                                   BIN #: 1048
LOCATION INFO:                                                       BLOCK: 1536
 1601    3 AVENUE , MAN , NY 10128                                   LOT : 1
RESPONDENT INFO:                                                     CB  : 108
 OWNER OF 1601 3 AVE . 1601    3 AVENUE , NEW YORK , NY 10128
CODE TRANSLATION
-----------------------------------------------------------------------------
 B03 27-217        OCCUPANCY CONTRARY TO THAT ALLOWED BY THE C OF O BLDG DEF
```

DESCRIPTION OF VIOLATION:

OCCUPANCY CONTRARY TO THAT ALLOWED BY C/O#45167. PARKING GARAGE IN SUB CELLAR OB BLDG. MAX CAPACITY FOR PARKING 220 IN ACCORD. W/ BLDG CODE. CAPACITY EXCEDED BY APPROX 70 CARS. REMEDY: DISCONTINUE ILLEGAL USE OR

PF1 = PREVIOUS SCREEN  PF2 = RETURN TO VIOLATIONS SCREEN

ABSTRACTERS' INFORMATION SERVICE, INC. PAGE 1

MULTIPLE DWELLING FILE: Block: 01536 Lot: 0001 MANHATTAN

Address: 1601 3 AVENUE
Range: 1601 - 1619 Zip: 10128
CD: 8 Census Tract: 15400

Building Profile:
A Units: 549
B Units: 0
Ownership / Prog: M-L CITY N/F
No. of Stories: 34
MDR #: 139124
Bldg Class: HEREAFTER ERECTED CLASS A
Last Inspect: 06/30/2000 ERP Repair Ind:
Last ERP: 00/00/0000
TOTAL NO. OF VIOLATIONS FOUND - OFFICE OF RENT & HOUSING MAINTENANCE - 15

| DATE REPORTED | ITEM | ORDER | VIOLATION DESCRIPTION |
|---|---|---|---|
| 06/08/1977 | 7 | 556 A | D26-12.01 ADM CODE PAINT WITH LIGHT COLORED PAINT TC THE SATISFACTION OF THIS DEPARTMENT NORTH WALL SOUTH EAST ROOM 20 STY SOUTH EAST APT 20D. |
| 06/08/1977 | 8 | 556 A | D26-12.01 ADM CODE PAINT WITH LIGHT COLORED PAINT TC THE SATISFACTION OF THIS DEPARTMENT SOUTH WALL 2ND ROOM FROM SOUTH 20 STY SOUTH EAST APT 20D. |
| 05/07/1984 | 48 | 556 A | D26-12.01 ADM CODE PAINT WITH LIGHT COLORED PAINT TC THE SATISFACTION OF THIS DEPARTMENT WALLS CEILINGS AND WOODWORK 2 STY NORTH EAST APT 1C THROUGHOUT. |
| 07/25/1986 | 49 | 508 A | D26-10.01 ADM CODE REPAIR THE BROKEN OR DEFECTIVE PLASTERED SURFACES AND PAINT IN A UNIFORM COLOR NORTHEAST WALL NORTHEAST ROOM 6 STY APT 6C. |
| 04/08/1993 | 51 | 556 A | ° 27-2013 ADM CODE PAINT WITH LIGHT COLORED PAINT T THE SATISFACTION OF THIS DEPARTMENT CEILING WEST BATHROOM 22 STY 1 FROM SOUTHWEST APT 22A SOUTHWEST SECTION. |
| 03/20/1984 | 44 | 510 B | D26-10.01 ADM CODE & 309 M/D LAW ABATE THE NUISANCE CONSISTING OF CONCEALED LEAK 4 STY EAST APT 4CE SOUT ROOM. |
| 05/07/1984 | 47 | 510 A | D26-10.01 ADM CODE & 309 M/D LAW ABATE THE NUISANCE CONSISTING OF DAMPNESS PENETRATING CEILING AND WINDC FRAMES 2 STY NORTH EAST APT 1C NORTH EAST AND WEST ROOMS. |
| 04/08/1993 | 50 | 510 B | ° 27-2005 ADM CODE & 309 M/D LAW ABATE THE NUISANCI CONSISTING OF WATER PENETRATE CEILING & EAST WALL WEST BATHROOM 22 STY 1 FROM SOUTHWEST APT 22A |

*** CONTINUED ON NEXT PAGE ***

SOUTHWEST SECTION.

| | | | |
|---|---|---|---|
| 03/20/1984 | 45 | 557 A | D26-12.01 ADM CODE REMOVE THE DIRTY AND/OR LOOSE PAPER AND REPAPER OR PAINT TO THE SATISFACTION OF THIS DEPARTMENT WALLS AND CEILINGS 4 STY EAST APT 4CE SOUTH ROOM. |
| 08/03/1993 | 52 | 526 C | ° 27-2005, 2007 ADM CODE REMOVE THE ILLEGAL FASTENING SLIDING BOLT LOCK CAPABLE OF BEING PADLOCK EAST & WEST BULKHEAD AT ROOF BLDG 1601. |
| 08/03/1993 | 53 | 526 C | ° 27-2005, 2007 ADM CODE REMOVE THE ILLEGAL FASTENING SLIDING BOLT LOCK CAPABLE OF BEING PADLOCK BULKHEAD AT ROOF BLDG 1619. |
| 08/06/1993 | 54 | 526 C | ° 27-2005, 2007 ADM CODE REMOVE THE ILLEGAL FASTENING DOUBLE CYLINDER KEY OPERATED LOCK INSTALLED AT NORTHEAST & NORTHWEST DOOR FROM STREET TO 1 STY PUBLIC HALL. |
| 08/06/1993 | 55 | 526 C | ° 27-2005, 2007 ADM CODE REMOVE THE ILLEGAL FASTENING DOUBLE CYLINDER KEY OPERATED LOCK INSTALLED AT SOUTHEAST & SOUTHWEST DOOR FROM STREET TO 1 STY PUBLIC HALL. |
| 08/06/1993 | 56 | 526 C | ° 27-2005, 2007 ADM CODE REMOVE THE ILLEGAL FASTENING DOUBLE CYLINDER KEY OPERATED LOCK INSTALLED AT DOOR FROM PLAY GROUND TO 1 STY PUBLIC HALL BLDG 1619. |
| 04/09/1984 | 46 | 778 A | D26-41.15 ADM CODE POST AND MAINTAIN A PROPER SIGN ON WALL OF ENTRANCE STORY SHOWING THE REGISTRATION NUMBER ASSIGNED BY THE DEPARTMENT AND THE ADDRESS OF THE BUILDING. |

TOTAL NO. OF VIOLATIONS FOUND - OFFICE OF RENT & HOUSING MAINTENANCE - 15

Title No. NY2K1308

# NEW YORK CITY MUNICIPAL DEPARTMENT SEARCHES
**For Information Only**

No New York City municipal department searches for notices of violations of laws, regulations or ordinances filed therein and no searches for certificate of occupancy, building or other permits or licenses are made unless specifically requested by the applicant. Such searches, when requested, will be made at an additional charge to the applicant and will not be continued to the date of closing. Searches for notices of violations will disclose only those violations reported in each department as of its most recent inspection and posting dates. If you wish to ascertain whether the present condition of the premises may result in additional, or fewer violations than those disclosed on any search herein, you must request a new inspection directly from the particular department and pay the fee therefore.

This Company does not, in any event, insure that the buildings or other erections upon the premises or their use, comply with Federal, State or Municipal laws, regulations or ordinances, and therefore assumes no liability whatsoever by reason of the ordering of such searches and does not insure their accuracy.

The following Municipal Department Searches have been ordered:

**1623/1643 THIRD AVENUE, A/K/A 200/222 EAST 92ND STREET, A/K/A 201/221 EAST 91ST STREET**

| | | |
|---|---|---|
| Street Report | - | Herewith |
| Certificate of Occupancy | - | To Follow |
| Housing and Building | - | Herewith |
| Fire Department | - | Herewith |
| Emergency Repairs | - | Herewith |
| Air Resources | - | Herewith |
| Health Department | - | To Follow |
| Fuel Oil | - | Herewith |
| Highway Department | - | Herewith |

TITLE NO. 0160-NY2K1308B SR

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

1623/1643 THIRD AVE AKA 200/222 EAST 92 ST AKA 201/221 EAST 91 ST
MANHATTAN
BLOCK 01537 LOT 00001 10/16/01

STREET REPORT

MANHATTAN BLOCK 01537 LOT 00001

THIRD AVENUE

MAPPED AT 100 FEET ON FINAL CITY PLAN
LEGALLY OPENED TO THE FULL WIDTH 08/04/1814

EAST 91 STREET

MAPPED AT 60 FEET ON FINAL CITY PLAN
LEGALLY OPENED TO THE FULL WIDTH 06/13/1880

EAST 92 STREET

MAPPED AT 60 FEET ON FINAL CITY PLAN
LEGALLY OPENED TO THE FULL WIDTH 12/16/1854

The above report is for information purposes only. Liability is limited to errors and omissions of information properly indexed, filed and recorded with the Topographical Bureau for the county. This search is prepared exclusively for COMMONWEALTH LAND TITLE on 10/16/01. 0160-NY2K1308B

A.I.S.

TITLE NO. 0160-NY2K1308B HB

**ABSTRACTERS' INFORMATION SERVICE, INC.**
138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

# VIOLATION SEARCH

DATE: 10/18/01

PREMISES: 1623/1643 THIRD AVE AKA 200/222 EAST 92 ST AKA 201/221 EAST 91 ST

COUNTY: MANHATTAN

The Findings of this search is limited to violation posted against the address(es) shown above and may not include violations post against other addresses or against a Block and Lot.

BUILDING DEPT.: A Search of the Building Department Records indicate the following violations. copies and/or an abstract of the violations, if any, are attached.

SEE ATTACHED FOR PENDING VIOLATIONS AS PER SEARCH DATED:10/15/01

OFFICE OF RENT AND HOUSING MAINTENANCE: A Search of the Housing Department Records indicate the following violations. Copies and/or an abstract of the violations, if any, are attached.

SEE ATTACHED FOR PENDING VIOLATIONS AS PER SEARCH DATED:10/15/01

CLASSIFICATION:

___ PRIVATE DWELLING

X MULTIPLE DWELLING-NO. OF APTS. 709

CLASSIFIED AS HEREAFTER ERECTED - CLASS A

___ COMMERCIAL PROPERTY

___ NOT A MULTIPLE DWELLING

REGISTRATION NUMBER: 139125
SC NUMBER: SC-B NUMBER:

LAST INSPECTION DATED: 07/03/00

## IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

ABSTRACTERS INFORMATION SERVICE INC. DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCIES WERE EXAMINED AND THAT THE INFORMATION RECORDED ABOVE IS A TRUE AND ACCURATE ABSTRACTION OF THE INFORMATION CONTAINED THEREIN. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY. LIABILITY IS LIMITED TO ERRORS AND OMISSIONS OF INFORMATION PROPERLY INDEXED, FILED AND RECORDED WITH THE ABOVE GOVERNMENTAL AGENCIES AND SHALL NOT EXCEED A TOTAL OF $1000.00 DOLLARS. NON-COMPLIANCE OF LOCAL LAW 10/81 WHICH INVOLVES PERIODIC ELEVATOR INSPECTIONS PERFORMED BY PRIVATE FIRMS EMPLOYED BY THE OWNER OR HIS AGENT, ARE NOT INCLUDED IN THE ABOVE SEARCH. THIS SEARCH DOES NOT INCLUDE OTHER AGENCIES VIOLATIONS. THIS SEARCH IS PREPARED EXCLUSIVELY FOR COMMONWEALTH LAND TITLE on 10/18/01. 0160-NY2K1308B

```
10/15/01                    ECB VIOLATION DETAILS                          ECBPQE

ECB VIOLATION NUMBER ==> 34207605M     VIOL ACTIVE                    BIN #: 10489
LOCATION INFO:                         OVERDUE COMPL                  BLOCK: 1537
 1623    3 AVENUE , MAN , NY 10128                                    LOT  : 1
RESPONDENT INFO:                                                      CB   : 108
 RY MANAGEMENT CO INC . 1619    3 AVENUE , NY , NY 10128
                                                                      GEO FLAG: 1
VIOL ISSUE DATE : 10/01/99            DELIVERED DATE : 10/04/99
VIOL TYPE       : PD - PHYSICAL DISAB DOB VIOL NUMBER: 100199C08F01
ISSUING INSP ID : 0358                TAX LIEN SERV. : NO
DEVICE TYPE     :                     DEVICE NUMBER  : 1048913
SCHED HRG DATE  : 07/13/00            HEARING TIME   : 8:30          LOCATION: M
AMOUNT IMPOSED  : $ 250.00            AMOUNT PAID    : $ 250.00
HEARING STATUS  : V - IN VIOLATION    COMPL STATUS   : O - OVERDUE COMPL
COMPL BY DATE   : 08/16/00            COMPL MET FLAG :
COMPL MET DATE  :                     VIOL SEVERITY  : B - MODERATE
INFRACTION CODES: BS9
FIRST INFRACTION: 27-292.5      PEOPLE W/ PHYSICAL DISABILITIES: FAILURE TO P
HISTORICAL EVENT DATES:
CUR:          HRG:          COM:          DEF:          STIP ACC:
AJR:          ASG:          WRI:          REINSPECTION COMPLIANCE:
      PF1 = PREV. SCREEN     PF2 = MENU     PF3 =INFR CODE TRANS.

10/15/01                 ECB INFRACTION CODE TRANSLATION                   BCSPQ
ECB VIOLATION NUMBER ==> 34207605M                                    BIN #: 1048
LOCATION INFO:                                                        BLOCK: 1537
 1623    3 AVENUE , MAN , NY 10128                                    LOT  : 1
RESPONDENT INFO:                                                      CB   : 108
 RY MANAGEMENT CO INC . 1619    3 AVENUE , NY , NY 10128
CODE TRANSLATION
---- ------------------------------------------------------------------------
 BS9 27-292.5      PEOPLE W/ PHYSICAL DISABILITIES: FAILURE TO PROVIDE/INAD'

DESCRIPTION OF VIOLATION:
 PREMISES DOES NOT COMPLY WITH LOCAL LAW 58/87 & SECTION 27-292.5(A) OF
 ADMIN CODE IN THE PREMISES WITH REGARD TO ACCESSIBILITY THE MAIN
 ENTRANCE.  MISSING RAILING ON HANDICAPPED RAMP.  REMEDY: COMPLY WITH
  PF1 = PREVIOUS SCREEN     PF2 = RETURN TO VIOLATIONS SCREEN
```

```
10/15/01                    ECB VIOLATION DETAILS                          ECBPQI
ECB VIOLATION NUMBER ==> 34079134L      VIOL ACTIVE                      BIN #: 1809
LOCATION INFO:                          OVERDUE COMPL                    BLOCK:
 1623   3 AVENUE , MAN , NY 10128                                         LOT  :
RESPONDENT INFO:                                                         CB   : 108
 YORKVILLE TOWERS ASSOC. . 820 ELMONT ROAD , ELMONT , NY
                                                                         GEO FLAG: 2
VIOL ISSUE DATE : 10/30/92              DELIVERED DATE : 11/09/92
VIOL TYPE       : LL - LOCAL LAW        DOB VIOL NUMBER: 103092LL10/80HAZ
ISSUING INSP ID : 9998                  TAX LIEN SERV  : NO
DEVICE TYPE     :                       DEVICE NUMBER  : 1048913
SCHED HRG DATE  : 12/10/92              HEARING TIME   : 8:30        LOCATION:
AMOUNT IMPOSED  : $ 400.00              AMOUNT PAID    : $ 400.00
HEARING STATUS  : V - IN VIOLATION      COMPL STATUS   : O - OVERDUE COMPL
COMPL BY DATE   : 02/10/93              COMPL MET FLAG :
COMPL MET DATE  :                       VIOL SEVERITY  : A - HIGH
INFRACTION CODES: BG5
FIRST INFRACTION: 27-129(C)      FAIL TO FILE AMEND REPORT ACCEPT TO DOB PUR
HISTORICAL EVENT DATES:
CUR:          HRG:          COM:          DEF:          STIP ACC:
AJR:          ASG:          WRI:          REINSPECTION COMPLIANCE:
      PF1 = PREV. SCREEN     PF2 = MENU     PF3 =INFR CODE TRANS;

10/15/01                ECB INFRACTION CODE TRANSLATION                    BCSF
ECB VIOLATION NUMBER ==> 34079134L                                       BIN #: 180
LOCATION INFO:                                                           BLOCK:
 1623   3 AVENUE , MAN , NY 10128                                         LOT  :
RESPONDENT INFO:                                                         CB   : 10E
 YORKVILLE TOWERS ASSOC. . 820 ELMONT ROAD , ELMONT , NY
CODE TRANSLATION:
-----------------------------------------------------------------------------
 BG5 27-129(C)      FAIL TO FILE AMEND REPORT ACCEPT TO DOB PURSUANT RULE R(

DESCRIPTION OF VIOLATION:
 FAILURE TO FILE AN AMENDED REPORT ACCEPTABLE TO THIS DEPT. PURSUANT TO
 RULE R.C.N.Y 32-03B(5) INDICATING CORRECTION OF HAZARDOUS CONDITIONS
 DESCRIBED IN INITIAL LL10/80 REPORT. REMEDY:FILE AN AMENDED REPORT
  PF1 = PREVIOUS SCREEN     PF2 = RETURN TO VIOLATIONS SCREEN
```

```
10/15/01          PUBLIC ACCESS PROPERTY PROFILE OVERVIEW                BISPIQ
1623.....          3 AVENUE.....................1 MANHATTAN      10128 BIN# 104891

  3 AVENUE          1623 - 1643          HEALTH AREA : 33      TAX BLK: 153
EAST  91 STREET     201 - 221            CENSUS TRACT: 154     TAX LOT: 1..
EAST  92 STREET     200 - 222            COMMUNITY BD: 108     CONDO  :
                                         MULTI STRUCT: 01      VACANT :
==================================================================================
DOB SPECIAL PLACE NAME :                                   6  PROPERTY RECORD(
DOB BUILDING REMARKS :
FINANCE OCCUPANCY CODE : D4-ELEVATOR APT        LANDMARK STATUS:
OTHER BINS : 1809592
  COUNTS FOR THIS BIN                                   RECORD VERIFIED : Y
  ACTIONS          : 278    , 17    JOBS/FILINGS (PF4)      SPECIAL STATUS :
  VIOLATIONS DOB : 37       , 1     OPEN                         LOCAL LAW : N
             ECB : 11       , 1     OPEN     (PF12)                    SRO : N
  COMPLAINTS       : 27     , 0     OPEN     (PF11)
----------------------------------------------------------------------------------
 PF 3 = ELEVATORS    ENTER KEY= ACTIONS   PF 5/6/7 = NEW ADDR/BIN/BLK-LOT
 PF 8 = BOILERS      (TYPE : ....  )      PF 9/10  = BROWSE BIN/BLK-LOT
 *NO ARA'S FILED                          PF 15    = BROWSE 6   PROPERTY RECOF
 PF 14 = LPC/HPD/LOFT USE ONLY            PF 16    = ADDTN'L PROPERTY INFO

10/15/01    316   ACTIONS AT 1623    3 AVENUE MANHATTAN                  BISPOC
                        BLOCK: 01537    LOT: 00001                        PAGE

A . UB    238-26                UB    276-28                UB    735-33*
B . UB    706-44*               V     012287ESSTB3M         V*    08582LL1060 6
C . V*    8/21/78E1555          V*    5255-29P              V*    21579P41
D , V*    03376E221             V*    3235-69               V     121279E875F1
E . V*    021981E146981         V*    082581E146981         V*    072682E142481
F . V*    073085P051            V*    073085P052            V*    111486LL10810318
G . V*    061286E128981         V*    050887LL108102766     V*    012287ESSTB4M
H . V*    040787E1130F1         V*    012988LL108102369     V*    042188E110181
I . V*    012988LL1081SS02488   V111  486LL108103180        V*    050498LL62910343
J . V*    102391LL10/800578HA   VP*   031495E288C01         V*    020598ES0802JG
K . V*    031699LL629104825     V*    031699LL629104826     V*    031699LL62910482
L . V*    031699LL629104828     V*    020700LL629104826     V*    020700LL62910482
M . V*    020700LL629104828     V*    020700LL629104829     V*    022701LL6291046
N . V*    022701LL629104697     V*    022701LL629104698     V*    022701LL6291046
O . VECB  100199C08F01          VEC*  031495E288C02         VEC*  022295C08M02
P . VEC*  022295C08M04          VEC*  070897RA08JG04        VEC*  121696E1275A01
Q . VEC*  082198CB8GJ03         VEC*  071297E1275A04        VEC*  022295C08M01
R . VEC*  022295C08M03          VEC*  083000E376C01

PF1-PREV SCREEN    PF6-REFRESH(ENTR TYPE .... )  COL. NO. TO ZOOM
```

```
10/15/01        PUBLIC ACCESS PROPERTY PROFILE OVERVIEW                BISPIQ70
1623........    3 AVENUE..................... 1 MANHATTAN     10128 BIN# 1809592

                                    HEALTH AREA :          TAX BLK: 1537.
                                    CENSUS TRACT:          TAX LOT: 1....
                                    COMMUNITY BD:          CONDO . :
                                    MULTI STRUCT:          VACANT :
================================================================================
DOB SPECIAL PLACE NAME :                                 1  PROPERTY RECORD(S)
DOB BUILDING REMARKS   :
FINANCE OCCUPANCY CODE : D4-ELEVATOR APT      LANDMARK STATUS:
OTHER BINS : 1048913
  COUNTS FOR THIS BIN                                   RECORD VERIFIED : NO
  ACTIONS          : 0      , 1     JOBS/FILINGS (PF4)     SPECIAL STATUS :
  VIOLATIONS DOB : 0        , 0     OPEN                       LOCAL LAW : NO
             ECB : 9        , 1     OPEN     (PF12)                  SRO : NO
  COMPLAINTS     : 1        , 0     OPEN     (PF11)
--------------------------------------------------------------------------------
 PF 3 = ELEVATORS    ENTER KEY= ACTIONS  PF 5/6/7 = NEW ADDR/BIN/BLK-LOT
 PF 8 = BOILERS      (TYPE : .... )      PF 9/10  = BROWSE BIN/BLK-LOT
 *NO ARA'S FILED                         PF 15    = BROWSE 1  PROPERTY RECORDS
 PF 14 = LPC/HPD/LOFT USE ONLY           PF 16    = ADDTN'L PROPERTY INFO

10/15/01    1     ACTIONS AT 1623   3 AVENUE MANHATTAN                BISPOCV3
                        BLOCK: 01537   LOT: 00001                      PAGE 1

A . VECB 103092LL10/80HAZ     VEC* 060194E5Y1354C01     VEC* 060194E5Y1354C03
B . VEC* 060194E5Y1354C04     VEC* 060194E5Y1354C05     VEC* 060194ESY1354C06
C . VEC* 060194ESY1354        VEC* 060194ESYC08         VEC* 060194E5Y1354609
D .
E .
F .
G .
H .
I .
J .
K .
L .
M .
N .
O .
P .
Q .
R .

PF1-PREV SCREEN   PF6-REFRESH(ENTR TYPE .... )  COL. NO. TO ZOOM
```

ABSTRACTERS' INFORMATION SERVICE, INC. PAGE 1

MULTIPLE DWELLING FILE: Block: 01537 Lot: 0001 MANHATTAN

Address: 1637 3 AVENUE
Range: 1623 - 1643 Zip: 10128
CD: 8 Census Tract: 15400

Building Profile:
A Units: 709
B Units: 0
Ownership / Prog: M-L CITY N/F
No. of Stories: 37
MDR #: 139125
Bldg Class: HEREAFTER ERECTED CLASS A
Last Inspect: 07/03/2000 ERP Repair Ind:
Last ERP: 00/00/0000
TOTAL NO. OF VIOLATIONS FOUND - OFFICE OF RENT & HOUSING MAINTENANCE - 4

| DATE REPORTED | ITEM | ORDER | VIOLATION DESCRIPTION |
|---|---|---|---|
| 09/23/1997 | 80 | 508 B | ° 27-2005 ADM CODE REPAIR THE BROKEN OR DEFECTIVE PLASTERED SURFACES AND PAINT IN A UNIFORM COLOR CEILING AT WEST SECTION 2 STY PUBLIC HALL. |
| 09/23/1997 | 81 | 510 B | ° 27-2005 ADM CODE & 309 M/D LAW ABATE THE NUISANCE CONSISTING OF CONCEALED LEAK AT CEILING WEST SECTION 42 STY PH. |
| 09/19/1998 | 83 | 510 C | ° 27-2005 ADM CODE & 309 M/D LAW ABATE THE NUISANCE CONSISTING OF CONCEALED WATER LEAK AT NORTH WALL 2 ROOM FROM NORTHEAST 32 STY NORTHWEST APT 32AW. |
| 09/23/1997 | 82 | 566 B | ° 27-2018 ADM CODE ABATE THE NUISANCE CONSISTING OF VERMIN EVIDENCE OF MICE WEST ENTRANCE TO CELLAR. |

TOTAL NO. OF VIOLATIONS FOUND - OFFICE OF RENT & HOUSING MAINTENANCE - 4

00102364

# THE CITY OF NEW YORK

## DEPARTMENT OF BUILDINGS

MANHATTAN
Municipal Building
New York, N.Y. 10
566-3100
BRONX
1932 Arthur Avenue
Bronx, N.Y. 104
583-6221 EXT.
BROOKLYN
Municipal Building
Brooklyn, N.Y. 11
643-7866
QUEENS
125-06 Queens B
Kew Gardens, N.Y.
520-3018
RICHMOND
Borough Hall
St. George, N.Y.
390-8224

[YORKVILLE TOWERS HOUSING
C/O R.Y. MANAGEMENT CO. INC
1619 THIRD AV.
NEW YORK, N.Y. 10028]

SWIFT PHOTO
1639 THIRD AV
NEW YORK, N.Y.
ATTN. WILLIAM YONKER

You are hereby notified that there exists a violation in the subject premises as described below.

You are hereby directed to remove this violation, pursuant to Section C26-86.5, subd. d and/or Section 643a-8.0 of Chapter 26 of the Administrative Code.

All inquiries and reference to this violation should be directed to the Violation Section in the respective borough.

*(If this violation is not corrected within ten days, you may be summoned to appear in the Criminal Court.)*

George C. Sakona
BOROUGH SUPERINTENDENT

COMMISSIONER

FEB 3 - 1987

| Location | 1639 THIRD AV | | | Edit Code | PLANK | Violation Number | | | |
|---|---|---|---|---|---|---|---|---|---|
| Construction | NFB | No. of Stories | 42 | Block | 1537 | Lot | 1 | Date | 9/22/87 |
| | | | | | | Type | ES | Dist. | STB |
| | | | | | | No. | 3 | Cu | N |
| Occupied at Time of Inspection as: | OFFICE | | | | | Complaint No. | SIGN SURVEY | Docket No. | |
| Section(s) Violated | C 26-716.1 | | | of the | ADMIN. CODE | | | | |

DESCRIPTION OF VIOLATION: AN ILLUMINATED SIGN HAS BEEN ERECTED WITHOUT A PERMIT FROM THIS DEPT
WORDING: 60 MIN. SWIFT PHOTO BY KODAK
LOCATION: WESTSIDE OF THE BUILDING
SIZE: APPROX. 4' X 5' NOTE: 1 OF 2 SIGNS
TYPE OF LIGHTING: ILL.
TYPE OF SIGN: RIGHT ANGLE
REMEDY: OBTAIN A PERMIT OR REMOVE ILLEGAL SIGN.

Insp. Sv. [illegible]
CITY WIDE. INSPECT

**BRIBERY IS A CRIME:**

A person who gives or offers a bribe to any employee of the City of New York, or an employee who takes or solicits a bribe, is guilty of a felony punishable by imprisonment for up to seven years or a fine, or both. Penal Law, Section 200.00 and 200.10.

TITLE NO. 0160-NY2K1308B FV

# FIRE DEPARTMENT * CITY OF NEW YORK

## BUREAU OF REVENUE MANAGEMENT

9 Metro Tech East
Brooklyn, N.Y. 11201-3857

**RECORD SEARCH REQUEST**

MAIL TO:

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD
BRIARWOOD, N.Y. 11435

CHECKED BY:

SEARCH NO.

The undersigned requests the following information re: Premises

1623/1643 THIRD AVE AKA 200/222 EAST 92 ST AKA 201/221 EAST 91 ST — MANHATTAN

ADDRESS — BOROUGH

[X] 1. Record of existing Fire Department Violations _____ FEE: $10.00

[ ] 2. Record of Permit for _____ FEE: $10.00

[ ] 3. Other _____ FEE: $10.00

TOTAL FEE: $10.00

(THE CITY OF NEW YORK IS NOT BEING SUED, NOR IS THERE ANY INTENTION TO SUE THE CITY OF NEW YORK)

ABSTRACTERS' INFORMATION SERVICE, I

DATE 10/15/01

DO NOT WRITE BELOW THIS LINE

Gentlemen:

In reply to your request concerning the premises mentioned above, please be advised that as of 9 A.M., SEP 19 2001 our records show the following:

306849002 01/17/89 10646938Y 3/4/97
10399486R 5/01/97
10399178D 3/30/99

VIOLATION #

COPY (IES) ATTACHED

Searched by _____

VIOLATION REFERENCED ABOVE ARE ONLY THOSE WHICH ARE A MATTER OF RECORD IN HEADQUARTERS

DATE: 10/16/01 < < < FPIMS/ECB > > > TIME: 14:17:06

NOV PROCESSING: NOV BY NUMBER INQUIRY

Account: [redacted] Alpha PFX: G D.O.: 94 Reinsp-dt: N/A Reinsp-cd:
NOV Number: 206849002 Type: Agency: Sum-io-dt : 03/04/92
AFID Number: E022 Tax Registry: FP592294 Respondent: YORKVILLE TOWERS ASSOC.
Premises Address: St Number 1623 Prefix Name 3
Issuance Date : 01/12/89 Type AVE Suffix Zip 101280000 Boro 1
Delivery Date: 01/12/89 Correction Date: N/A Hearing Date: 05/25/89
Total Fines Collected : $500.00

| Rule/Code | Description | Fine Imposed | Disp Code | Disp Date |
|---|---|---|---|---|
| RULE 20 | FAILED TO CONDUCT REQUIR TEST/INSPECTION | $250.00 | 12 | 07/03/89 |
| FX2 | LAW NUMBER NOT FOUND ON LAW TABLE | | 13 | 07/03/89 |

SELECT>F6: REFRESH F7: CHANGE TRAN F8: SUB MENU F9: MENU F10: SIGNOF OR XMIT.

DATE: 10/16/01 < < < FPRMS/ECB > > > TIME: 14:17:19

NOV PROCESSING: NOV BY NUMBER INQUIRY

---

Account: Alpha PFX: D.O.: 37 Reinsp-dt: N/A Reinsp-cd:
NOV Number: 10399486R Type: Agency: Sum-io-dt : N/A
AFID Number: L043 Tax Registry: FP592802 Respondent: N.Y. SPORTS CLUB
Premises Address: St Number 1635 Prefix . Name 3
Issuance Date : 05/01/97 Type AVE Suffix Zip 101280000 Boro 1
Delivery Date: 05/01/97 Correction Date: N/A Hearing Date: 06/18/97
Total Fines Collected : $700.00

| Rule/Code | Description | Fine Imposed | Disp Code | Disp Date |
|---|---|---|---|---|
| RULE 19 | FAILED TO PROVIDE REQUIR AFFIDAVIT/PLANS | $225.00 | 12 | 07/08/97 |
| RULE 27 | FAILED TO PROVIDE LIGHTING DEVICES | $125.00 | 10 | 11/19/97 |

SELECT>F6: REFRESH F7: CHANGE TRAN F8: SUB MENU F9: MENU F10: SIGNOF OR XMIT.

DATE: 10/16/01 < < < FTMS/ECB > > > TIME: 14:18:27

NOV PROCESSING: NOV BY NUMBER INQUIRY

Account: [redacted] Alpha PFX: B D.O.: 37 Reinsp-dt: N/A Reinsp-cd:
NOV Number: 106469387 Type: Agency: Sum-io-dt : N/A
AFID Number: L043 Tax Registry: FP593069 Respondent: NEW YORK SPORTS CLUB
Premises Address: St Number 1635 Prefix Name 3
Issuance Data : 03/30/99 Type AVE Suffix Zip 101290000 Boro 1
Delivery Date: 03/30/99 Correction Date: N/A Hearing Date: 06/18/99
Total Fines Collected :

| Rule/Code | Description | Fine Imposed | Disp Code | Disp Date |
|---|---|---|---|---|
| RULE 19 | FAILED TO PROVIDE REQUIR AFFIDAVIT/PLANS | $1000.00 | 18 | 06/22/99 |

SELECT>F6: REFRESH F7: CHANGE TRAN F8: SUB MENU F9: MENU F10: SIGNOF OR XMIT.

# ABSTRACTERS' INFORMATION SERVICE, INC.

138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

## NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

## (AIR RESOURCES SEARCH)

DATE: 10/22/01

TITLE NUMBER: 0160-NY2K1308B

PREMISES: 1623/1643 THIRD AVE AKA 200/222 EAST 92 ST AKA 201/221 EAST 91 ST

COUNTY: MANHATTAN

**********

A SEARCH OF THE RECORDS AT THE BUREAU OF AIR, NOISE AND HAZARDOUS MATERIAL INDICATES THE FOLLOWING:

[X] IT IS A VIOLATION OF THE NEW YORK CITY ADMINISTRATIVE CODE, TITLE 24, AIR POLLUTION CONTROL CODE, TO OPERATE FUEL-BURNING OR REFUSE-BURNING EQUIPMENT AS SPECIFIED IN THE CODE WITHOUT A VALID CERTIFICATE. IF SUCH EQUIPMENT, ALTHOUGH UNKNOWN TO US EXISTS, IT IS AUTOMATICALLY IN VIOLATION OF THE LAW. THIS APPLIES REGARDLESS OF THE INFORMATION PROVIDED HEREIN.

[ ] NO RECORD FOUND FOR THE ABOVE PREMISES.

[X] SEE ATTACHED INFORMATION PROVIDED BY THE DEPT. OF ENVIRONMENTAL PROTECTION FOR THE ABOVE PREMISES.

### IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO ELIMINATE RISKS COVERED BY TOEPP. NO LIABILITY IS ASSUMED FOR ACCURACY OF THE ABOVE INFORMATION.

# Bureau of Environmental Compliance

59-17 Junction Blvd., Corona, N.Y. 11368
Records Control

Date: 10/17/01
Time 2:55 PM

Facility No.: 1 XBI7
Expires On: 08/16/2002

CA213393X

Registration
Unknown

Owner:

VACCARELLO, ROBERT
[redacted]

Facility
VACCARELLO, ROBERT
1623 3 AVENUE
MANHATTAN NY 10028

| | | |
|---|---|---|
| Last Fee Assessed: | $ 760.00 | 04/20/99 |
| Last Pay Amount: | $ 760.00 | 04/09/99 |
| Balance Due: | $ .00 | |

Floor:

Boiler Make & Model : BRYAN CL-180-WT # of Identical Units: 4
Input Rating: 0 Gross BTU Rating: 1800000

Burner 1 Make & Model : BRYAN INTEGRAL Fuel Type: 0
# of Burners: 0

Usage : Hrs/Day: 5 Days/Week: 7 Weeks/Year: 52
Max Firing Rate: 1800

Fuel Type: 0

# Bureau of Environmental Compliance

59-17 Junction Blvd., Corona, N.Y. 11368
Records Control

Date: 10/17/01
Time 2:55 PM

Facility No.: 1 XAHM
Expires On: 09/09/2003

CA246696Y

Certificate to Operate
Active

Owner:

YORKVILLE TOWER/R.Y.MGMT.
1619 3 AVENUE
MANHATTAN NY 10128

Facility
YORKVILLE TOWER/R.Y. MGMT
1623 3 AVENUE
MANHATTAN NY 10128

| | | |
|---|---|---|
| Last Fee Assessed: | $ 690.00 | 06/09/98 |
| Last Pay Amount: | $ 690.00 | 07/12/00 |
| Balance Due: | $ .00 | |

Floor: B

Boiler Make & Model : (NEW)FEDERAL-EASTMOND FST-90 # of Identical Units: 2
Boiler Type: 2 Source Code: A7320 Air Intake: 1 Heat Input: 7.6 x 10^6 Gross BTU Rating: 3.8

Burner 1 Make & Model : S.T. JOHNSON DHF-100 Fuel Type: 52
Burner Type: 62 # of Burners: 2

Usage : Avg. Fuel/Hr: 2800 Max Fuel/Hr: 3780 Avg. Fuel/Year: 4.5 Fuel Supplier:
% By Season : Winter: 25 Spring: 25 Summer: 25 Fall: 25 Hours/Day: 4.5 Days/Year: 365

Burner 2 Make & Model : S.T. JOHNSON DHF-100 Fuel Type: 52
Burner Type: 62 # of Burners: 0

Usage : Avg. Fuel/Hr.: 2800 Max Fuel/Hr: 3780 Avg. Fuel/Year: 4.5 Fuel Supplier:
% By Season : Winter: 25 Spring: 25 Summer: 25 Fall: 25 Hours/Day: 4.5 Days/Year: 365

TITLE NO. 0150-NY2K13083 F0

# FIRE DEPARTMENT * CITY OF NEW YORK

## BUREAU OF REVENUE MANAGEMENT

9 Metro Tech East
Brooklyn, N.Y. 11201-3857

**RECORD SEARCH REQUEST**

MAIL TO:

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD
BRIARWOOD, N.Y. 11435

CHECKED BY:

SEARCH NO. _____

The undersigned requests the following information re: Premises

1623/1643 THIRD AVE AKA 200/222 EAST 92 ST AKA 201/221 EAST 91 ST — MANHATTAN

ADDRESS — BOROUGH

[ ] 1. Record of existing Fire Department Violations _____ FEE: $10.00

[X] 2. Record of Permit for fuel _____ FEE: $10.00

[ ] 3. Other _____ FEE: $10.00

TOTAL FEE: $10.00

(THE CITY OF NEW YORK IS NOT BEING SUED, NOR IS THERE ANY INTENTION TO SUE THE CITY OF NEW YORK)

ABSTRACTERS' INFORMATION SERVICE, INC

DATE 10/15/01

DO NOT WRITE BELOW THIS LINE

Gentlemen:

In reply to your request concerning the premises mentioned above, please be advised that as of 9 A.M., SEP 19 2001 our records show the following:

ACCOUNT #.....: _____
BALANCE DUE...: _____
PERMIT EXPIRE.: _____
SIZE OF TANK..: _____
DIST. OFF.....: _____
NO RECORD FOUND
ON FILE.....: _____

Searched by: _____

VIOLATION RECORDED ABOVE ARE ONLY THOSE WHICH ARE A MATTER OF RECORD IN HEADQUARTERS OF THE BUREAU OF FIRE PREVENTION AND MAY NOT INCLUDE VIOLATIONS ISSUED BY LOCAL UNITS.

TITLE NO. 0160-NY2K1308B EV

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

Search Date: 10/17/01

# VIOLATION SEARCH

## HIGHWAY / SIDEWALK VIOLATIONS

Premises: 1623/1643 THIRD AVE AKA 200/222 EAST 92 ST
AKA 200/226 EAST 91 STREET

County: MANHATTAN Block: 01537 Lot: 00001

RETURNS

A search of the records of the Department of Highways indicates the following:

[X] There are no violations as per search date 10/16/01

[ ] Sidewalk Notice on file as of: _____

[ ] Other _____

This search is submitted for information purposes only. Liability is limited to errors and omissions of information properly indexed, filed, and recorded with the above mentioned governmental agency. This search is prepared exclusively for TORRENS/GUARANTEE LAND TITLE. [illegible]

TITLE NO. 0160-NY2X1308B ER

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

# EMERGENCY REPAIRS

Company: COMMONWEALTH LAND TITLE Date: 10/17/01

Premises: 1623/1643 THIRD AVE AKA 200/222 EAST 92 ST AKA 201/221 EAST 91 ST

County: MANHATTAN

---

A search of the Department of Rent and Housing Maintenance ( Emergency Repair Building Summary lien record) shows the following money due.

Date: JUNE 01

Amount: 0.00

---

The result of the work-in-progress search reveals that:

[X] There were no open purchase orders found at the above-captioned premises subsequent to the above lien date.

[ ] See attached for information found for the above-captioned premises at HPD/Emergency Repair Division.

| Cert.Date or Date of P.O. | P.O. # | Description |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Liability is limited to liens that have matured into dollar amounts and are properly posted at the Department of Finance as of Date of Search 10/18/01 0160-NY2X1308B

# Bureau of Environmental Compliance

59-17 Junction Blvd., Corona, N.Y. 11368
Records Control

Date: 10/17/01
Time 2:55 PM

Facility No.: 1 XAHM
Expires On: 09/09/2003

CA246796L

Certificate to Operate
Active

**Owner:**

YORKVILLE TOWER/R.Y.MGMT.
1619 3 AVENUE
MANHATTAN NY 10128

**Facility**
YORKVILLE TOWER/R.Y MGMT.
1623 3 AVENUE
MANHATTAN NY 10128

| | | |
|---|---|---|
| **Last Fee Assessed:** | $ 690.00 | 06/09/98 |
| **Last Pay Amount:** | $ 690.00 | 07/12/00 |
| **Balance Due:** | $ .00 | |

Floor: B

Boiler Make & Model : (NEW)FEDERAL-EASTMOND FST-80 # of Identical Units: 2
Boiler Type: 2 Source Code: A7320 Air Intake: 1 Heat Input: 6.7 x 10^6 Gross BTU Rating: 3.4

Burner 1 Make & Model :.S.T. JOHNSON DHF-80 G Fuel Type: 52
Burner Type: 62 # of Burners: 2

Usage : Avg. Fuel/Hr: 2800 Max Fuel/Hr: 3360 Avg. Fuel/Year: 4.5 Fuel Supplier:
% By Season : Winter: 25 Spring: 25 Summer: 25 Fall: 25 Hours/Day: 4.5 Days/Year: 365

Burner 2 Make & Model : Fuel Type: 0
Burner Type: # of Burners: 0

Usage : Avg. Fuel/Hr.: 0 Max Fuel/Hr: 0 Avg. Fuel/Year: 0 Fuel Supplier:
% By Season : Winter: 0 Spring: 0 Summer: 0 Fall: 0 Hours/Day: 0 Days/Year: 0

# Bureau of Environmental Compliance

59-17 Junction Blvd., Corona, N.Y. 11368
Records Control

Date: 10/17/01
Time 2:57 PM

Facility No.: 1 XAHM
Expires On: 09/09/2003

CA246796L

Certificate to Operate
Active

**Owner:**

YORKVILLE TOWER/R.Y.MGMT.
1619 3 AVENUE
MANHATTAN NY 10128

**Facility**
YORKVILLE TOWER/R.Y MGMT.
1623 3 AVENUE
MANHATTAN NY 10128

| | | |
|---|---|---|
| **Last Fee Assessed:** | $ 690.00 | 06/09/98 |
| **Last Pay Amount:** | $ 690.00 | 07/12/00 |
| **Balance Due:** | $ .00 | |

**Floor:** B

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% By Season : Winter: 25 Spring: 25 Summer: 25 Fall: 25 Hours/Day: 4.5 Days/Year: 365

Burner 2 Make & Model : Fuel Type: 0
Burner Type: # of Burners: 0

Usage : Avg. Fuel/Hr.: 0 Max Fuel/Hr: 0 Avg. Fuel/Year: 0 Fuel Supplier:
% By Season : Winter: 0 Spring: 0 Summer: 0 Fall: 0 Hours/Day: 0 Days/Year: 0

TITLE NO. 0160-NY2K1308B CO

ABSTRACTERS' INFORMATION SERVICE, INC.
138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

1623/1643 THIRD AVE AKA 200/222 EAST 92 ST AKA 201/221 EAST 91 ST
MANHATTAN
BLOCK 01537 LOT 00001 10/29/01

# CERTIFICATE OF OCCUPANCY REPORT

THE FOLLOWING INFORMATION IS ON FILE:

MANHATTAN BLOCK 01537 LOT 00001

CO 121879
ISSUED 05/23/2001
ALT 101018998/1995
45 STORY, CONSTRUCTION CLASSIFICATION 1A
MULTIPLE DWELLING CLASS "A", SCHOOL, PARKING AND COMMERCIAL

THE ABOVE CO EXPIRED AUGUST 23, 2001.

BUILDING DEPARTMENT PERSONNEL COULD NOT LOCATED A LATER CO FOR ALT 101018998/1995.

The purpose of this report is to provide the legal occupancy as per latest c/o on file. The above report may not include the reporting of minor applications which may be indexed against the above block and lot but do not require a new C/O or applications of any kind that are incomplete. A history of all filings for the above parcel is available upon request for an additional fee. There is no liability assumed for errors or omissions of fact due to the state of the public record or the limits defined herein. This product is not intended to eliminate risks covered by TCEPP.
This report is prepared exclusively for COMMONWEALTH LAND TITLE on 10/29/01. 0160-NY2K1308B

**LOCAL LAW 10/11 REPORTS (DOCUMENT NUMBER 1 CONTINUED)**

NEW YORK CITY DEPARTMENT OF BUILDINGS

# Technical Report
# Periodic Inspection of
# Exterior Walls and Appurtenances

February 21, 1999 - February 21, 2002
Please File 3 Copies
This Form Must Be Typewritten and Microfilmed with the Report

| Control # for location |
|---|
| From DOB LL 11/98 Master printout |
| |

| Cycle Number: |
|---|

## 1 Filing Status

| | | | |
|---|---|---|---|
| X | Initial Filing | Amended Filing Indicate initial filing date: ___/___/___ | Supplemental Cycle 4 Local Law 11/98 Filing Indicate initial filing date: ___/___/___ |
| Was filing made for any previous cycles (yes/no)? If yes, indicate last filing date: 2 / 21 / 1997 | | | |

## 2 Location

| | | | |
|---|---|---|---|
| Borough Manhattan | Block 1536 | Lot(s) 1 | BIN 1048912 |
| House No(s). 1601-1619 | Street Name Third Avenue | | |
| A.K.A. address(es) Ruppert Towers | | | |

## 3 Applicant

| | | | |
|---|---|---|---|
| Last Name Fradua | First Name Martin | M.I. J. | |
| Business Name Feld, Kaminetzky & Cohen, P.C. | | Business Phone ( 516 ) 484-4060 | |
| Address 125 Mineola Avenue | City Roslyn Heights | State NY | ZIP 11577 |
| X P.E. | R.A. | Lic. No. 050597 | |

## 4 Owner

| | | | |
|---|---|---|---|
| Last Name Vaccarello | First Name Robert | M.I. | Princ. Officer |
| Business Name Yorkville Towers Associates, LP c/o R.Y. Management, Inc. | | Business Phone ( 212 ) 534-7771 | |
| Address 1619 Third Avenue | City New York | State NY | ZIP 10128 |

## 5 Building Characteristics

| | |
|---|---|
| Number of Stories 34/29/24 | Exterior Wall Type Brick Cavity |

## 6 Prior Status - Last Cycle Local Law 10/80

| | | | | | |
|---|---|---|---|---|---|
| | Ongoing Maintenance Program | X | Precautionary Conditions | | Unsafe Conditions |
| | Conformed with Code Requirements | | Current Completion of Work Estimated to be % | | Current Completion of Work Estimated to be % |

## 7 Current Field Report - Critical Examination

| | |
|---|---|
| | SAFE: All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives. |
| X | SAFE WITH A REPAIR AND MAINTENANCE PROGRAM: All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives except for the recommended Repair and Maintenance work described in the report and below: |

Repair horizontal soft joints, cracked brick, displaced brick, coping stones, brick sills, steel lintels and vertical expansion joints. Caulk windows. Repoint open mortar joints.

This repair work is required at all elevations.

| | |
|---|---|
| | UNSAFE: All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives except for the unsafe conditions described in the report and below: |

## 8 Statements and Signatures

Falsification of any statement is a misdemeanor under Section 26-124 of the Administrative code and is punishable by a fine or imprisonment, or both.
It is unlawful to give to a city employee, or for a city employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both.

| | |
|---|---|
| P.E./R.A. Seal: MARTIN JOHN FRADUA No. 50597 LICENSED PROFESSIONAL ENGINEER | Applicant's name (print): Martin J. Fradua<br>I, hereby state that the owner has authorized me to make this application. Furthermore, I hereby state that all statements are correct and complete to the best of my knowledge. A copy of this report has been given to the owner.<br>Applicant's signature: Martin J. Fradua<br>Date: Feb 15, 2002 |
| | Owner's name (print): Robert Vaccarello<br>I, hereby state that I am the owner of the premises referenced in the attached report. Furthermore, I hereby state that I have received a copy of the attached report and that I am aware of the required repairs and/or maintenance, if any, and the recommended time frame for same.<br>Owner's signature<br>Date: 2/14/02 |

SEE INSTRUCTIONS ON REVERSE SIDE

# REPORT OF PERIODIC INSPECTION OF EXTERIOR WALLS AND EXTERIOR APPURTENANCES LOCAL LAW 11/98 - 5TH CYCLE REPORT

AT

RUPPERT TOWERS
1601-1619 THIRD AVENUE
NEW YORK, NY

INSPECTION ON NOVEMBER 1, 2001
AND
FINAL INSPECTION ON NOVEMBER 8TH, 2001

BY

FELD, KAMINETZKY & COHEN, P.C.
CONSULTING ENGINEERS
125 MINEOLA AVENUE
ROSLYN HEIGHTS, NY 11577

STATE OF NEW YORK
MARTIN JOHN FRADUA
No. 50597
LICENSED PROFESSIONAL ENGINEER

FILE NO. 99197-A

FEBRUARY 15, 2002

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**E. APPENDIX**

1. Drawing A-1 Site Plan
2. Photographs

## A. SUMMARY

### 1. Purpose

The purpose of this report is to present the findings of the Critical Examination relating to the present condition of the exterior walls and exterior appurtenances of the residential building known as Ruppert Towers located at 1603-1619 Third Avenue, in compliance with Local Law 11 of 1998 of the Administrative Code of the City of New York, and Amendment to Rule RCNY #32-03, dated January 13, 1999.

The scope of work includes:

a. Performance of a critical examination, as defined in the 1998 Rules (RCNY #32-03), of all exterior walls and exterior appurtenances of the building from the ground and from hanging scaffolding via visual observations with high power binoculars and photographic techniques with magnification lenses.

b. Hands-on observation of a portion of the exterior wall located on a street elevation from a hanging scaffold.

c. Observation and recording of any significant deterioration, unsafe conditions or movement or other defects.

d. Statement of the apparent water-tightness of the exterior surfaces.

e. Assessment of affect of appurtenances on exterior surfaces.

f. Review of previous Local Law 10/80 reports and previous repairs.

g. Filing all required documentation and reports as required by Rule RCNY #32-03 of the Administrative Code of the City of New York with the Department of Buildings.

### 2. Conclusions

a. The building is safe with a repair and maintenance program. Portions of Ruppert Tower's brick masonry cladding require repairs and/or maintenance work. A building permit has been issued and facade repair work has begun.

b. There are no unsafe conditions. Loose brick were removed at scattered locations, and sidewalk sheds have been erected in other locations in order to protect the public.

c. Leaks have been reported through the windows because the existing gaskets have deteriorated. A program for the replacement of the gaskets is in place and is on-going.

d. The non-hazardous brick masonry deficiencies that will require repair are cracked, spalled and displaced brick, lifted coping stones, open and cracked mortar joints, failed sealant joints between the metal windows and brick jambs and at the vertical expansion joints, rusted and sagging lintels, rusting shelf angles, and failed horizontal control joints at the shelf angles.

## 3. Recommendations

The building facade rehabilitation program must be completed before the sixth cycle filing. Feld, Kaminetzky & Cohen, P.C. has prepared contract documents for the masonry repair program. The contract for construction has been awarded to Sentry Contracting. The remedial work includes rehabilitation of the horizontal control joints, repair of the steel lintels and shelf angles, replacement of the displaced and cracked bricks, rehabilitation of the existing vertical expansion joints, resetting of the coping stones and brick window sills, caulking of the windows and repointing of mortar joints.

## 4. Personnel

The inspections and report were carried out under the direct supervision of Martin J. Fradua, P.E., Principal of the firm Feld, Kaminetzky & Cohen, P.C. (FKC). Judith Zuckerman conducted the field observations and assisted in the preparation of this report.

## 5. Authorization

The critical examination and required report was authorized by Mr. Robert Vaccarello of R. Y. Management.

## 6. General

a. The Owner of the building is advised of the observed conditions and Local Law 11/98 classification by copy of this report and by his signature on the TR-6 Form.

b. The observed conditions noted in this report are the conditions observed on the date of inspection. It is reasonable to expect that the building will be subjected to additional changes and deterioration subsequent to the date of the final inspection.

c. FKC takes no responsibility for the original design and construction of the building or any portion thereof. Nothing in this report shall be construed to represent a warranty or guarantee by FKC for any work done, in progress, or to be performed by any contractor, maintenance entity, management personnel or others not in direct employ of FKC, in connection with this building. The information in this report shall not be used for bidding purposes by contractors for the repair of this building.

d. This report is intended solely for compliance with the Rule governing the Periodic Inspection of Exterior Walls and Appurtances of Buildings, RCNY #32-03, of the Administrative Code of the City of New York, and may not be used for any other purpose without written permission of FKC.

## B. GENERAL DESCRIPTION OF THE BUILDING

### 1. General Information Regarding the Building

| | |
|---|---|
| *Block:* | 1536 |
| *Lot:* | 1 |
| *Use:* | Residential |
| *Building Dimensions (at street level)* | |
| *Width:* | Overall width along Third Avenue: 186' |
| *Depth:* | Overall depth along 91st Street: 305' |
| *Stories:* | 34/29/24 plus 2 levels of basement and parking space |
| *Height:* | 299'/269'/245'/ respectively plus 2 bulkheads |
| *Age:* | 27 years |
| *Wall Construction:* | Brick cavity wall with reinforced concrete frame. |
| *Landmark Status:* | Building is not a landmark nor is it in a landmark district. |
| *Managing Agent:* | Mr. Robert Vaccarello<br>R.Y. Management (212-534-7771) |

## 2. General Description

The building commonly known as Ruppert Towers is a high-rise residential property owned by Yorkville Towers Associates. It is managed by R. Y. Management Inc. The structure occupies the east side of Third Avenue between E. 90th and E. 91st Streets. Public entrances to the building are from E. 90th Street and E. 91st Street. The service entrance and a small parking lot are located off E. 91st Street at the rear of the building. A public parking garage is located off E. 90th Street. The massing of the building is that of 3 towers. However, structurally the building is divided into two parts with an expansion joint between the parts. There are two elevator banks.

The floor plate changes direction 20 times, always at 90 degrees, creating a variety of apartment layouts with different exposures and a window at the end of all corridors.

The walls are constructed entirely of oversize brick. There are no setbacks. Brick parapets topped by pre-cast concrete coping stones cap the building.

One feature of the building wall is a 5 feet wide recess that starts at the 4th floor and continues up to the 18th, 20th, 22th and 24th floors. Above these floors, the recess is eliminated by the creation of a diagonal wall connecting what was the inner corner of the recess to the plane of the building wall. A small triangular-shaped roof, edged in a custom brick shape, is formed at the top of the recess. This architectural element is called a "splay" by the original design architects for the building. It is constructed as either a double splay where the recess occurs in the middle of the wall or a single splay where the recess is at the end of wall that forms an interior right angle with another wall. There are a total of 4 double splays and 4 single splays.

Another unique configuration is the chamfer corner at the external building corners. This feature starts at the 3rd floor and continues upward to the 13th, 15th 17nd and 19th floors, depending on the corner. A continuous aluminum window panel is set into the diagonal wall of the chamfer with an 8 inches wide masonry jamb at each side of the window. Above the chamfer the wall cantilevers out to form a right angle.

The windows consist of an aluminum framed insulating glass panel set over a solid aluminum panel containing an air conditioning sleeve. The window portion is a center pivot. The window panels are arranged one on top of the other, creating what visually appears to be a long column of aluminum. Some of the window columns extend upwards from the 3rd floor and are offset once, usually about half way up the facade. Others either start at the 3rd floor and extend to

the mid-point of the wall or start at the top floor and end at the mid-point of the wall.

The building wall meets the ground plane with 2 story brick clad columns. The first two floors are recessed approximately 12 feet under the columns. There is a large terrace accessed from the third floor of the building on the south. Another terrace is accessed from the entrance walk on the north at the first floor level. Both are paved with concrete. There are many low brick masonry perimeter walls enclosing the terraces, walkways and planters.

### 3. Site Location

The building extends between E. 90st Street and E. 91st Street along Third Avenue and about 350 feet to the east along the side streets.

### 4. Type of Construction

Brick and block cavity walls enclose cast-in place reinforced concrete floor slabs and the reinforced concrete frame. It is considered Class "A" fireproof construction.

## C. CHRONOLOGY OF REPAIRS

### 1. Review of Prior Local Law 10 Reports

The 4th Cycle Report was prepared by Kurt Rosenbaum of KRA Associates Inc.based on a critical examination in October of 1996. The report was filed on February 21, 1997with precautionary conditions. As per that report, the 3rd Cycle Report was filed with precautionary conditions also.

### 2. 4th Cycle Repairs

No repairs were associated with the 4th Cycle Report.

### 3. Recent Repairs (Since the 4th Cycle Report was filed in 1997)

On December 30, 1999, FKC identified an area of brick masonry to be repaired at the 19th floor at the southeast corner of the 1601 building. An area of brick above the cantilever, 10 feet wide by 8 feet high, was pinned with epoxy anchors.

## D. 5th CYCLE REPORT

1. **Results of Visual Inspection** (From the Ground, Terraces and Roofs on November 1, 2001)

   a. Mortar joints are in fair condition except for several step cracks and missing mortar in the vertical cross joints.

   b. Brick exterior walls are in fair condition except for the following:

      Cracked brick at both bulkheads, especially where the lower parapet walls intersect the higher walls of the bulkhead.

      Vertical stress cracks in the brickwork either in mid wall or associated with the shelf angles.

      Scattered spalled bricks at the top of splays, at the window jambs of the chamfered corners and along certain horizontal control joints, especially at the upper stories.

   c. Coping stones are in fair condition but are uplifted, especially at the corners.

   d. Parapet walls are in fair condition except for overhanging of the shelf angle at building corners and mid-point of certain walls.

   e. Window caulking is in fair condition except for the locations where it has pulled away from the continuous joint between the brick jamb and the metal window panel.

   f. Vertical control joint sealant has dried out.

   g. Building expansion joint sealant and backer rod requires rehabilitation.

   h. Horizontal expansion joints are tight, building up pressure in the wall.

   i. The existing appurtenances (mostly light standards and wall brackets) are in good condition.

   j. All air conditioners are through the wall units with grilles installed at the wall plane. Most of the grilles and sleeves are in good condition.

2. **Results of Hands-on Inspection** (From Hanging Scaffold on November 8, 2001)

   a. Brick is in fair condition with hairline cracks usually extending upward from the shelf angle about 12 courses.

   b. Sealant joints at the window panel need to be re-caulked. One hole was observed in the aluminum faced panel under the window.

   c. Air conditioner sleeves require re-caulking.

   d. Minor rust was observed at several shelf angles. Deteriorated sealant covered the expansion joint along the shelf angle.

   e. Mortar joints are in fair condition with open vertical joints.

3. **Unsafe Conditions**

   There are no unsafe conditions. Certain facade conditions have been made safe with netting.

4. **Conditions That Are Safe With a Repair and Maintenance Program** (Below is a list of conditions that require repair. Since the remedial work is currently underway, no elevation drawings showing the location of specific deficiencies are included.)

   a. A building permit has been taken out for the repair of the conditions described below. Work will be completed in one year.

   b. Cracked, spalled and displaced brickwork at many locations.

   c. Lifted coping stones.

   d. Open and cracked mortar joints.

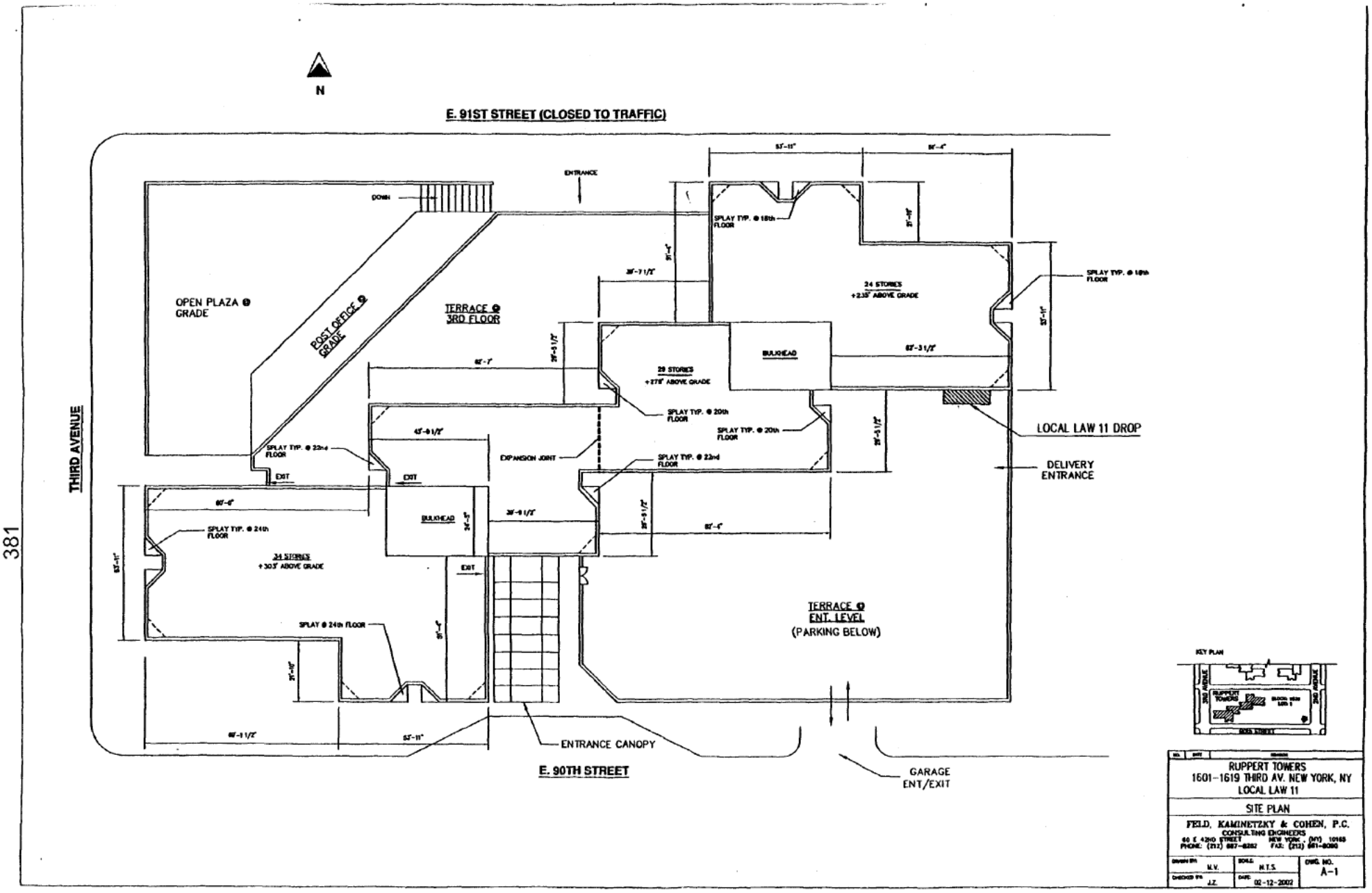
   e. Failed sealant joints between the metal window and brick jambs and at the vertical expansion joints.

   f. Rusted and sagging lintels.

   g. Rusting shelf angles.

   h. Failed horizontal control joints at the shelf angles.

# APPENDIX


N
E. 91ST STREET (CLOSED TO TRAFFIC)
THIRD AVENUE
E. 90TH STREET
ENTRANCE
DOWN
OPEN PLAZA @ GRADE
POST OFFICE @ GRADE
TERRACE @ 3RD FLOOR
SPLAY TYP. @ 18th FLOOR
24 STORIES +235' ABOVE GRADE
BULKHEAD
29 STORIES +278' ABOVE GRADE
SPLAY TYP. @ 20th FLOOR
SPLAY TYP. @ 22nd FLOOR
EXPANSION JOINT
EXIT
34 STORIES +303' ABOVE GRADE
SPLAY TYP. @ 24th FLOOR
SPLAY @ 24th FLOOR
TERRACE @ ENT. LEVEL (PARKING BELOW)
LOCAL LAW 11 DROP
DELIVERY ENTRANCE
ENTRANCE CANOPY
GARAGE ENT/EXIT
KEY PLAN
3RD AVENUE
RUPPERT TOWERS
BLOCK 1639 LOT 1
90th STREET
RUPPERT TOWERS
1601-1619 THIRD AV. NEW YORK, NY
LOCAL LAW 11
SITE PLAN
FELD, KAMINETZKY & COHEN, P.C.
CONSULTING ENGINEERS
46 E 42ND STREET NEW YORK, (NY) 10165
PHONE: (212) 867-8262 FAX: (212) 661-8080
DRAWN BY N.V.
CHECKED BY J.Z.
SCALE N.T.S.
DATE 02-12-2002
DWG. NO. A-1

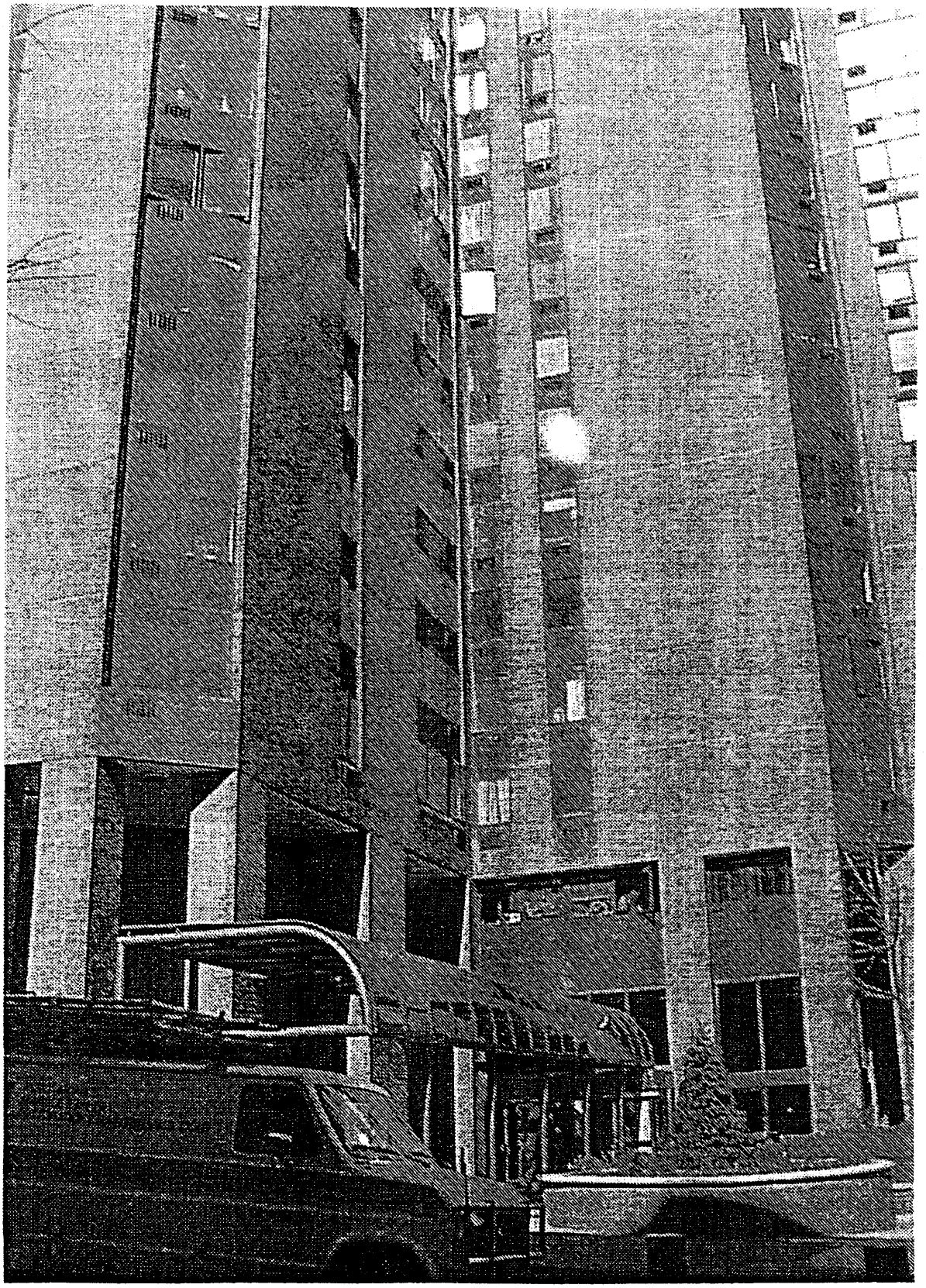


PHOTO 1 - RUPPERT TOWER: VIEW OF ENTRANCE TO BUILDING ON E. 90TH STREET.

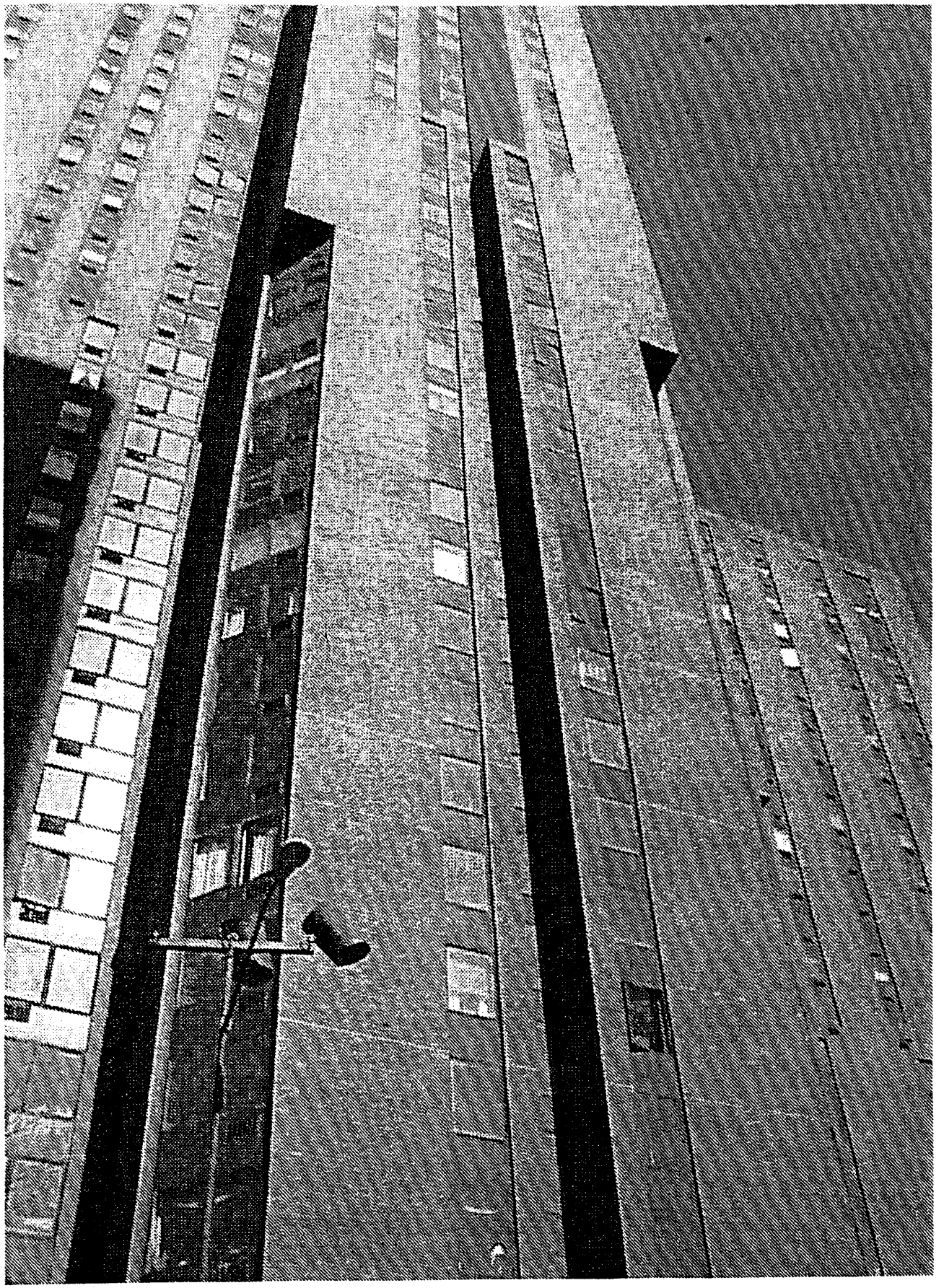


PHOTO 2 - RUPPERT TOWER: VIEW OF PORTION OF SOUTH FACADE BETWEEN THE ENTRANCE AND THIRD AVENUE.

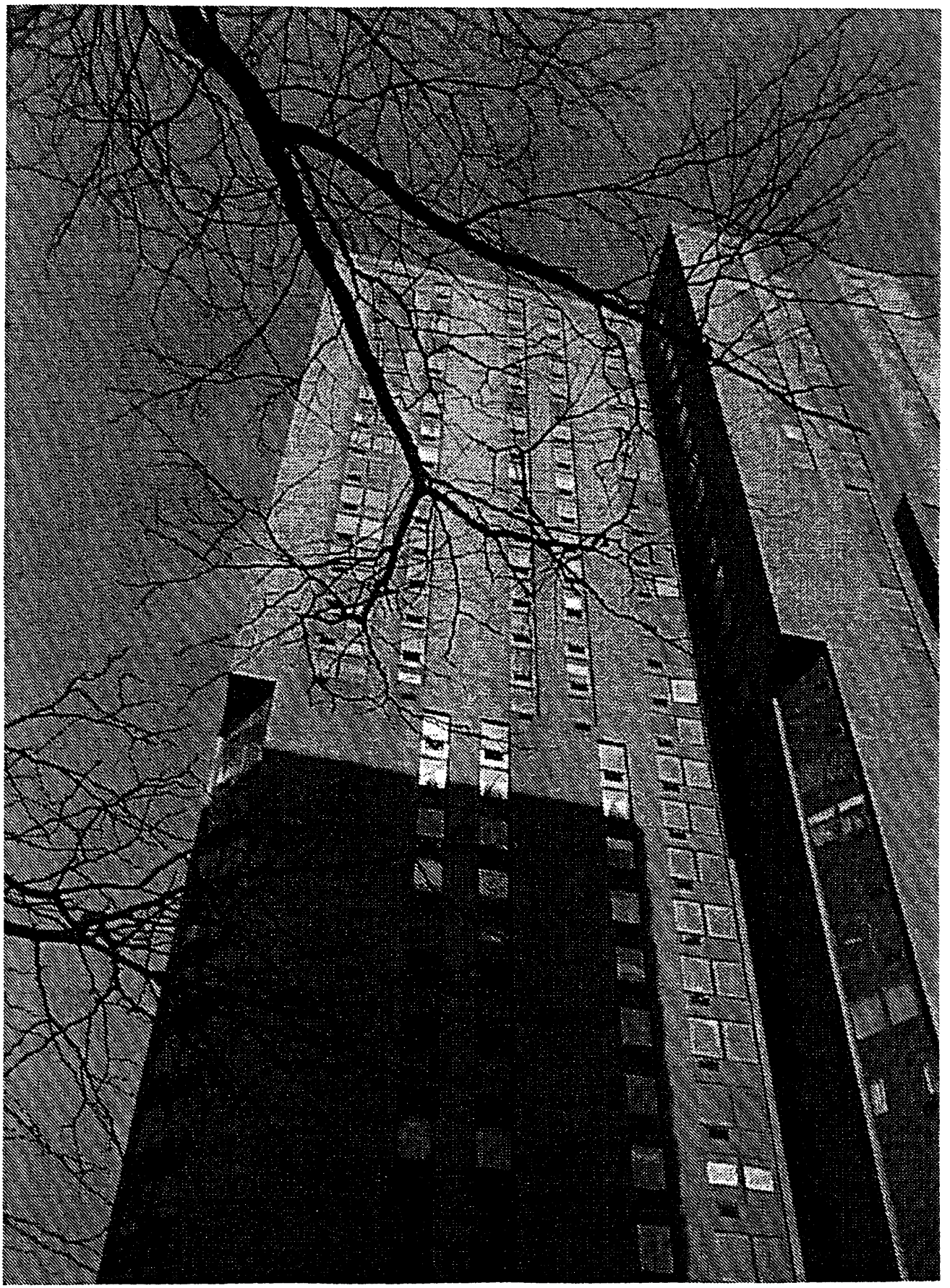


PHOTO 3 - RUPPERT TOWER: VIEW OF UPPER PORTION OF NORTH FACADE AT EAST CORNER.

PHOTO 4 - RUPPERT TOWER: TYPICAL OPEN JOINT CONDITION. SEALANT WAS PLACED OVER AN EXISTING OPEN MORTAR JOINT.

PHOTO 5 - VIEW OF SOUTH FACADE NEAR THIRD AVENUE SHOWING SPALLED BRICK AT WINDOW JAMB.

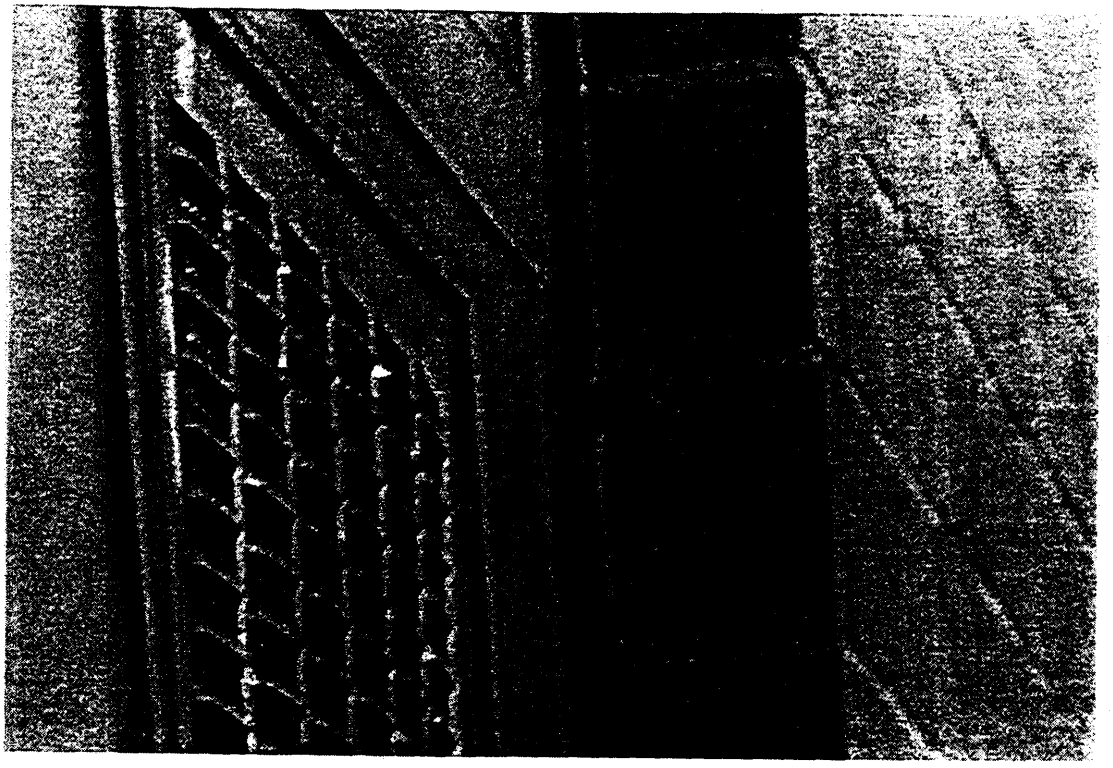


PHOTO 6 - RUPPERT TOWER: SOUTH ELEVATION. VIEW OF BRICK SPALL AT WINDOW JAMB..

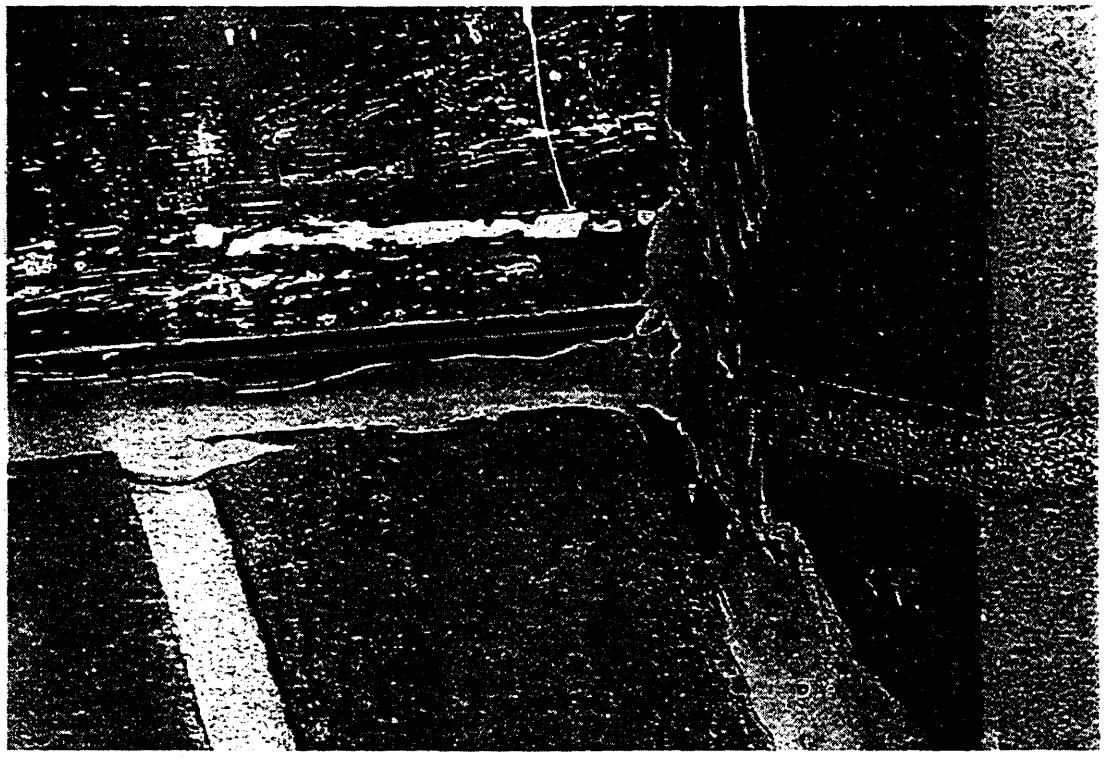


PHOTO 7 - RUPPERT TOWER: TYPICAL FAILED SEALANT JOINT AT BRICK WINDOW SILL.

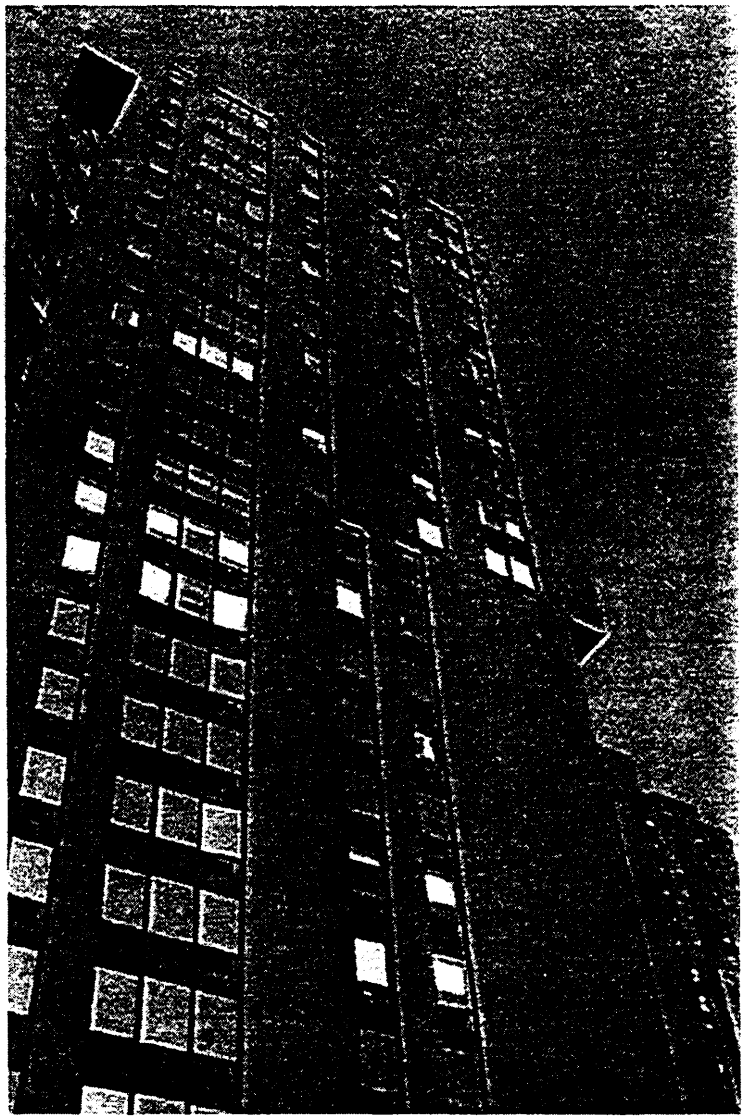


PHOTO 8 - RUPPERT TOWER: VIEW OF UPPER PORTION OF SOUTH FACADE OF THE 24 STORY SECTION NEAR EAST CORNER.

NEW YORK CITY DEPARTMENT OF BUILDINGS

# Technical Report
# Periodic Inspection of
# Exterior Walls and Appurtenances

February 21, 1999 - February 21, 2002
Please File 3 Copies
This Form Must Be Typewritten and Microfilmed with the Report

| Control # for location |
|---|
| From DOB LL 11/98 Master printout |
| |

| Cycle Number: |
|---|

## 1 Filing Status

| | | | |
|---|---|---|---|
| X | Initial Filing | Amended Filing indicate initial filing date: ___/___/___ | Supplemental Cycle 4 Local Law 11/98 Filing indicate initial filing date: ___/___/___ |
| Was filing made for any previous cycles (yes/no)? If yes, indicate last filing date: 2 / 21 / 1997 | | | |

## 2 Location

| | | | |
|---|---|---|---|
| Borough Manhattan | Block 1537 | Lot(s) 1 | BIN 1048913 |
| House No(s). 1623-1643 | Street Name Third Avenue | | |
| A.K.A. address(es) Yorkville Towers | | | |

## 3 Applicant

| | | | |
|---|---|---|---|
| Last Name Fradua | First Name Martin | M.I. J. | |
| Business Name Feld, Kaminetzky & Cohen, P.C. | | Business Phone ( 516 ) 484-4060 | |
| Address 125 Mineola Avenue | City Roslyn Heights | State NY | ZIP 11577 |
| X P.E. | R.A. | Lic. No. 050597 | |

## 4 Owner

| | | | |
|---|---|---|---|
| Last Name Vaccarello | First Name Robert | M.I. | Principal Officer |
| Business Name Yorkville Towers Associates, LP c/o R.Y. Management, Inc. | | Business Phone ( 516 ) 534-7771 | |
| Address 1619 Third Avenue | City New York | State NY | ZIP 10128 |

## 5 Building Characteristics

| | |
|---|---|
| Number of Stories 42/37/32 | Exterior Wall Type Brick Cavity |

## 6 Prior Status - Last Cycle Local Law 10/80

| | | |
|---|---|---|
| Ongoing Maintenance Program | X Precautionary Conditions | Unsafe Conditions |
| Conformed with Code Requirements | Current Completion of Work Estimated to be % | Current Completion of Work Estimated to be % |

## 7 Current Field Report - Critical Examination

SAFE: All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives.

X SAFE WITH A REPAIR AND MAINTENANCE PROGRAM: All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives except for the recommended Repair and Maintenance work described in the report and below:

Repair horizontal soft joints, cracked brick, displaced brick, coping stones, brick sills, steel lintels and vertical expansion joints. Caulk windows. Repoint open mortar joints.

This repair work is required at all elevations.

UNSAFE: All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives except for the unsafe conditions described in the report and below:

## 8 Statements and Signatures

Falsification of any statement is a misdemeanor under Section 26-124 of the Administrative code and is punishable by a fine or imprisonment, or both.
It is unlawful to give to a city employee, or for a city employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both.

P.E./R.A. Seal: STATE OF NEW YORK — MARTIN JOHN FRADUA — No. 50597 — LICENSED PROFESSIONAL ENGINEER

Applicant's name (print): Martin J. Fradua

I, hereby state that the owner has authorized me to make this application. Furthermore, I hereby state that all statements are correct and complete to the best of my knowledge. A copy of this report has been given to the owner.

Applicant's signature: Martin J. Fradua

Date: Feb. 15, 2002

Owner's name (print): Robert Vaccarello

I, hereby state that I am the owner of the premises referenced in the attached report. Furthermore, I hereby state that I have received a copy of the attached report and that I am aware of the required repairs and/or maintenance, if any, and the recommended time frame for same.

Owner's signature

Date: 2/14/02

SEE INSTRUCTIONS ON REVERSE SIDE

# REPORT OF PERIODIC INSPECTION OF EXTERIOR WALLS AND EXTERIOR APPURTENANCES LOCAL LAW 11/98 - 5TH CYCLE REPORT

AT

## YORKVILLE TOWERS
## 1623-1643 THIRD AVENUE
## NEW YORK, NY

INSPECTION ON
SEPTEMBER 28, 2001 AND OCTOBER 10, 2002
FINAL INSPECTION ON OCTOBER 16, 2001

BY

FELD, KAMINETZKY & COHEN, P.C.
CONSULTING ENGINEERS
125 MINEOLA AVENUE
ROSLYN HEIGHTS, NY 11577

STATE OF NEW YORK
MARTIN JOHN FRADUA
No. 50597
LICENSED PROFESSIONAL ENGINEER

FILE NO. 99197-A

FEBRUARY 15, 2002

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1. Drawing A-1 Site Plan
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## A. SUMMARY

### 1. Purpose

The purpose of this report is to present the findings of the Critical Examination relating to the present condition of the exterior walls and exterior appurtenances of the residential building known as Yorkville Towers located at 1623-1643 Third Avenue, in compliance with Local Law 11 of 1998 of the Administrative Code of the City of New York, and Amendment to Rule RCNY #32-03, dated January 13, 1999.

The scope of work includes:

a. Performance of a critical examination, as defined in the 1998 Rules (RCNY #32-03), of all exterior walls and exterior appurtenances of the building from the ground and from hanging scaffolding via visual observations with high power binoculars and photographic techniques with magnification lenses.

b. Hands-on observation of a portion of the exterior wall located on a street elevation from a hanging scaffold.

c. Observation and recording of any significant deterioration, unsafe conditions or movement or other defects.

d. Statement of the apparent water-tightness of the exterior surfaces.

e. Assessment of affect of appurtenances on exterior surfaces.

f. Review of previous Local Law 10/80 reports and previous repairs.

g. Filing all required documentation and reports as required by Rule RCNY #32-03 of the Administrative Code of the City of New York with the Department of Buildings.

### 2. Conclusions

a. The building is safe with a repair and maintenance program. Portions of Yorkville Tower's brick masonry cladding require repairs and/or maintenance work. A building permit has been issued and facade repair work has begun.

b. There are no unsafe conditions. Loose brick were removed at scattered locations, and sidewalk sheds have been erected in other locations in order to protect the public.

c. Leaks have been reported through the windows because the existing gaskets have deteriorated. A program for the replacement of the gaskets is in place and is on-going.

d. The non-hazardous brick masonry deficiencies that will require repair are cracked, spalled and displaced brick, lifted coping stones, open and cracked mortar joints, failed sealant joints between the metal windows and brick jambs and at the vertical expansion joints, rusted and sagging lintels, rusting shelf angles, and failed horizontal control joints at the shelf angles.

## 3. Recommendations

The building facade rehabilitation program must be completed before the sixth cycle filing. Feld, Kaminetzky & Cohen, P.C. has prepared contract documents for the masonry repair program. The contract for construction has been awarded to Sentry Contracting. The remedial work includes rehabilitation of the horizontal control joints, repair of the steel lintels and shelf angles, replacement of the displaced and cracked bricks, rehabilitation of the existing vertical expansion joints, resetting of the coping stones and brick window sills, caulking of the windows and repointing of mortar joints.

## 4. Personnel

The inspections and report were carried out under the direct supervision of Martin J. Fradua, P.E., Principal of the firm Feld, Kaminetzky & Cohen, P.C. (FKC). Judith Zuckerman conducted the field observations and assisted in the preparation of this report.

## 5. Authorization

The critical examination and required report was authorizied by Mr. Robert Vaccarello of R. Y. Management.

## 6. General

a. The Owner of the building is advised of the observed conditions and Local Law 11/98 classification by copy of this report and by his signature on the TR-6 Form.

b. The observed conditions noted in this report are the conditions observed on the date of inspection. It is reasonable to expect that the building will be subjected to additional changes and deterioration subsequent to the date of the final inspection.

c. FKC takes no responsibility for the original design and construction of the building or any portion thereof. Nothing in this report shall be construed to represent a warranty or guarantee by FKC for any work done, in progress, or to be performed by any contractor, maintenance entity, management personnel or others not in direct employ of FKC, in connection with this building. The information in this report shall not be used for bidding purposes by contractors for the repair of this building.

d. This report is intended solely for compliance with the Rule governing the Periodic Inspection of Exterior Walls and Appurtenances of Buildings, RCNY #32-03, of the Administrative Code of the City of New York, and may not be used for any other purpose without written permission of FKC.

## B. GENERAL DESCRIPTION OF THE BUILDING

### 1. General Information Regarding the Building

| | |
|---|---|
| *Block:* | 1537 |
| *Lot* | 1 |
| *Use:* | Residential |
| *Building Dimensions (at street level):* | |
| *Width:* | Overall width along Third Avenue: 188' |
| *Depth:* | Overall depth along 91st Street: 305' |
| *Stories:* | 42/37/32 plus 2 levels of Basement space |
| *Height:* | 373'/359/305'/ respectively plus 2 bulkheads |
| *Age:* | 27 years |
| *Wall Construction:* | Brick cavity wall with reinforced concrete frame. |
| *Landmark Status:* | Building is not a landmark nor is it in a landmark district. |
| *Managing Agent:* | Mr. Robert Vaccarello<br>R.Y. Management (212-534-7771) |

## 2. General Description

The building commonly known as Yorkville Towers is a high-rise residential property owned by Yorkville Towers Associates. It is managed by R. Y. Management Inc. The structure occupies the east side of Third Avenue between E. 91st and E. 92nd Streets. Public entrances to the building are from E. 91st Street and E. 92nd Street. The service entrance and a small parking lot are located off E. 91st Street at the rear of the building.
The massing of the building is that of 3 towers. However, structurally the building is divided into two parts with an expansion joint between the parts. There are two elevator banks.

The floor plate changes direction 20 times, always at 90 degrees, creating a variety of apartment layouts with different exposures and a window at the end of all corridors.

The walls are constructed entirely of oversize brick. There are no setbacks. Brick parapets topped by pre-cast concrete coping stones cap the building.

One feature of the building wall is a 5 feet wide recess that starts at the 4th floor and continues up to the 23rd, 25th, 27th and 29th floors. Above these floors, the recess is eliminated by the creation of a diagonal wall connecting what was the inner corner of the recess to the plane of the building wall. A small triangular-shaped roof, edged in a custom brick shape, is formed at the top of the recess. This architectural element is called a "splay" by the original design architects for the building. It is constructed as either a double splay where the recess occurs in the middle of the wall or a single splay where the recess is at the end of wall that forms an interior right angle with another wall. There are a total of 4 double splays and 4 single splays.

Another unique configuration is the chamfer corner at the external building corners. This feature starts at the 3rd floor and continues upward to the 18th, 20th 22nd and 24th floors, depending on the corner. A continuous aluminum window panel is set into the diagonal wall of the chamfer with an 8 inches wide masonry jamb at each side of the window. Above the chamfer the wall cantilevers out to form a right angle.

The windows consist of an aluminum framed insulating glass panel set over a solid aluminum panel containing an air conditioning sleeve. The window portion is a center pivot. The window panels are arranged one on top of the other, creating what visually appears to be a long column of aluminum. Some of the window columns extend upwards from the 3rd floor and are offset once, usually about half way up the facade. Others either start at the 3rd floor and extend to

the mid-point of the wall or start at the top floor and end at the mid-point of the wall.

The building wall meets the ground plane with 2 story brick clad columns. The first two floors are recessed approximately 12 feet under the columns. There is a large terrace accessed from the third floor of the building on the south. Another terrace is accessed from the entrance walk on the north at the first floor level. Both are paved with concrete. There are many low brick masonry perimeter walls enclosing the terraces, walkways and planters.

3. **Site Location**

The building extends between E. 91st Street and E. 92nd Street along Third Avenue and about 350 feet to the east along the side streets.

4. **Type of Construction**

Brick and block cavity walls enclose cast-in place reinforced concrete floor slabs and the reinforced concrete frame. It is considered Class "A" fireproof construction.

## C. CHRONOLOGY OF REPAIRS

1. **Review of Prior Local Law 10 Reports**

The 4th Cycle Report was prepared by Kurt Rosenbaum of KRA Associates Inc. based on a critical examination in October of 1996. The report was filed on February 21, 1997with precautionary conditions. As per that report, the 3rd Cycle Report was filed with precautionary conditions also.

2. **4th Cycle Repairs**

No repairs were associated with the 4th Cycle Report.

3. **Recent Repairs** (Since the 4th Cycle Report was filed in 1997)

a. In November of 1998 FKC identified an area of brick masonry to be repaired at the 24th floor at the southwest corner. An area of brick 10 feet wide by 8 feet high on each side of the corner was replaced with wall ties.

b. Loose bricks outside Apt. 42K along the horizontal soft joint were removed.

c. The parapet and coping stones outside the "A" and "K" lines at the 42 story tower were repaired.

## D. 5th CYCLE REPORT

1. **Results of Visual Inspection** (From the Ground, Terraces and Roofs on September 28, 2001 and October 16, 2001)

   a. Mortar joints are in fair condition except for several step cracks and missing mortar in the vertical cross joints.

   b. Brick exterior walls are in fair condition except for the following:

      Cracked brick at both bulkheads, especially where the lower parapet walls intersect the higher walls of the bulkhead.

      Vertical stress cracks in the brickwork either in mid wall or associated with the shelf angles.

      Scattered spalled bricks at the top of splays, at the window jambs of the chamfered corners and along certain horizontal control joints, especially at the upper stories.

   c. Coping stones are in fair condition but are uplifted, especially at the corners.

   d. Parapet walls are in fair condition except for overhanging of the shelf angle at building corners and mid-point of certain north and south facing walls.

   e. Window caulking is in fair condition except for the locations where it has pulled away from the continuous joint between the brick jamb and the metal window panel.

   f. Vertical control joint sealant has dried out.

   g. Building expansion joint sealant and backer rod requires rehabilitation.

   h. Horizontal expansion joints are tight, building up pressure in the wall.

i. The existing appurtenances (mostly light standards and wall brackets) are in good condition.

j. All air conditioners are through the wall units with grilles installed at the wall plane. Most of the grilles and sleeves are in good condition.

2. **Results of Hands-on Inspection** (From Hanging Scaffold on October 10, 2001)

a. Brick is in fair condition with hairline cracks usually extending upward from the shelf angle about 12 courses.

b. Sealant joints at the window panel need to be re-caulked. One hole was observed in the aluminum faced panel under the window.

c. Air conditioner sleeves require re-caulking.

d. Minor rust was observed at several shelf angles. Deteriorated sealant covered the expansion joint along the shelf angle.

e. Mortar joints are in fair condition with open vertical joints.

3. **Unsafe Conditions**

There are no unsafe conditions. All potentially hazardous conditions were removed or made safe with netting and a sidewalk bridge.

4. **Conditions That Are Safe With a Repair and Maintenance Program**
(Below is a list of conditions that require repair. Since the remedial work is currently underway, no elevation drawings showing the location of specific deficiencies are included.)

a. A building permit has been taken out for the repair of the conditions described below. Work will be completed in one year.

b. Cracked, spalled and displaced brickwork at many locations.

c. Lifted coping stones.

d. Open and cracked mortar joints.

e. Failed sealant joints between the metal window and brick jambs and at the vertical expansion joints.

f. Rusted and sagging lintels.

g. Rusting shelf angles.

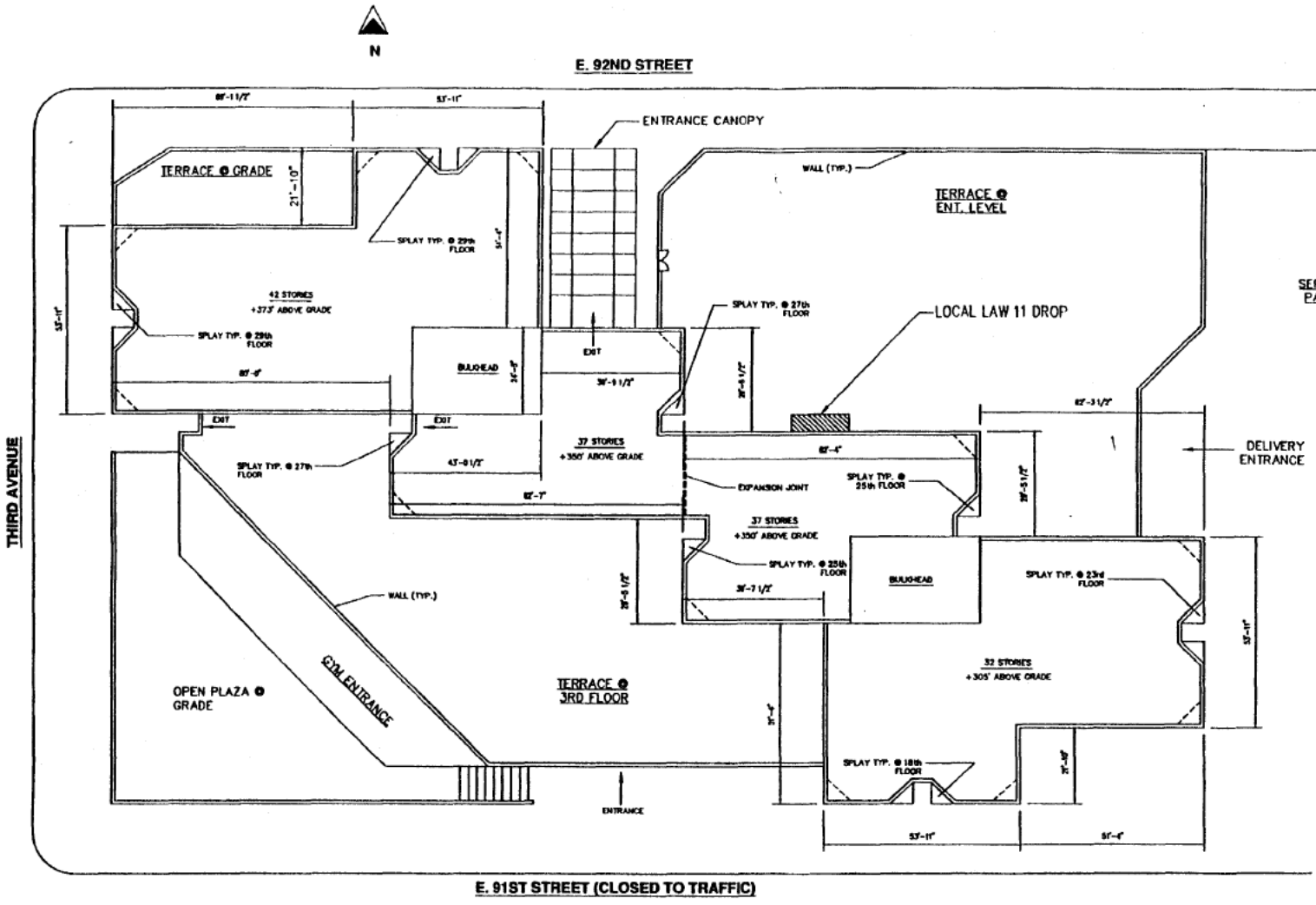
h. Failed horizontal control joints at the shelf angles.

## E. APPENDIX

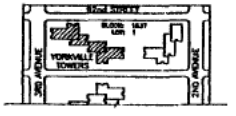
Roof plan/location plan is included with photographs.

END OF REPORT

# APPENDIX




KEY PLAN




| NO. | DATE | REVISION |
|---|---|---|

YORKVILLE TOWERS
1623–1643 THIRD AV. NEW YORK, NY
LOCAL LAW 11

SITE PLAN

FELD, KAMINETZKY & COHEN, P.C.
CONSULTING ENGINEERS
80 E 42ND STREET NEW YORK, (NY) 10165
PHONE: (212) 687-8282 FAX: (212) 661-8090

| DRAWN BY: | SCALE: | DWG. NO. |
|---|---|---|
| M.V. | N.T.S. | A-1 |
| CHECKED BY: J.Z. | DATE: 02-12-2002 | |

400

PHOTO 1 - YORKVILLE TOWER: VIEW OF 40 STORY PORTION AT BASE FROM THIRD AVENUE LOOKING EAST.

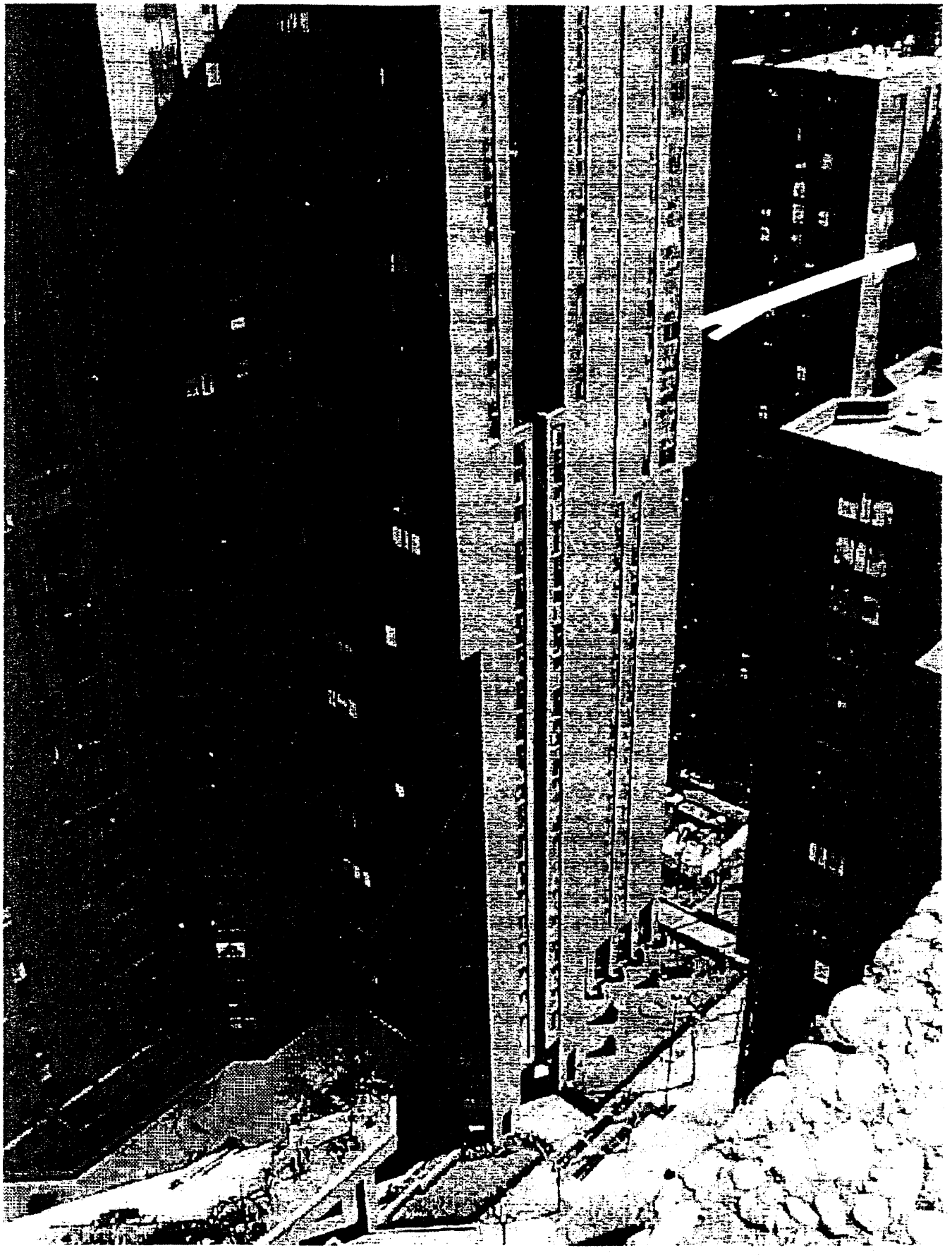


PHOTO 2 - YORKVILLE TOWER: VIEW OF SOUTH BASE OF BUILDING ALONG 91ST STREET.

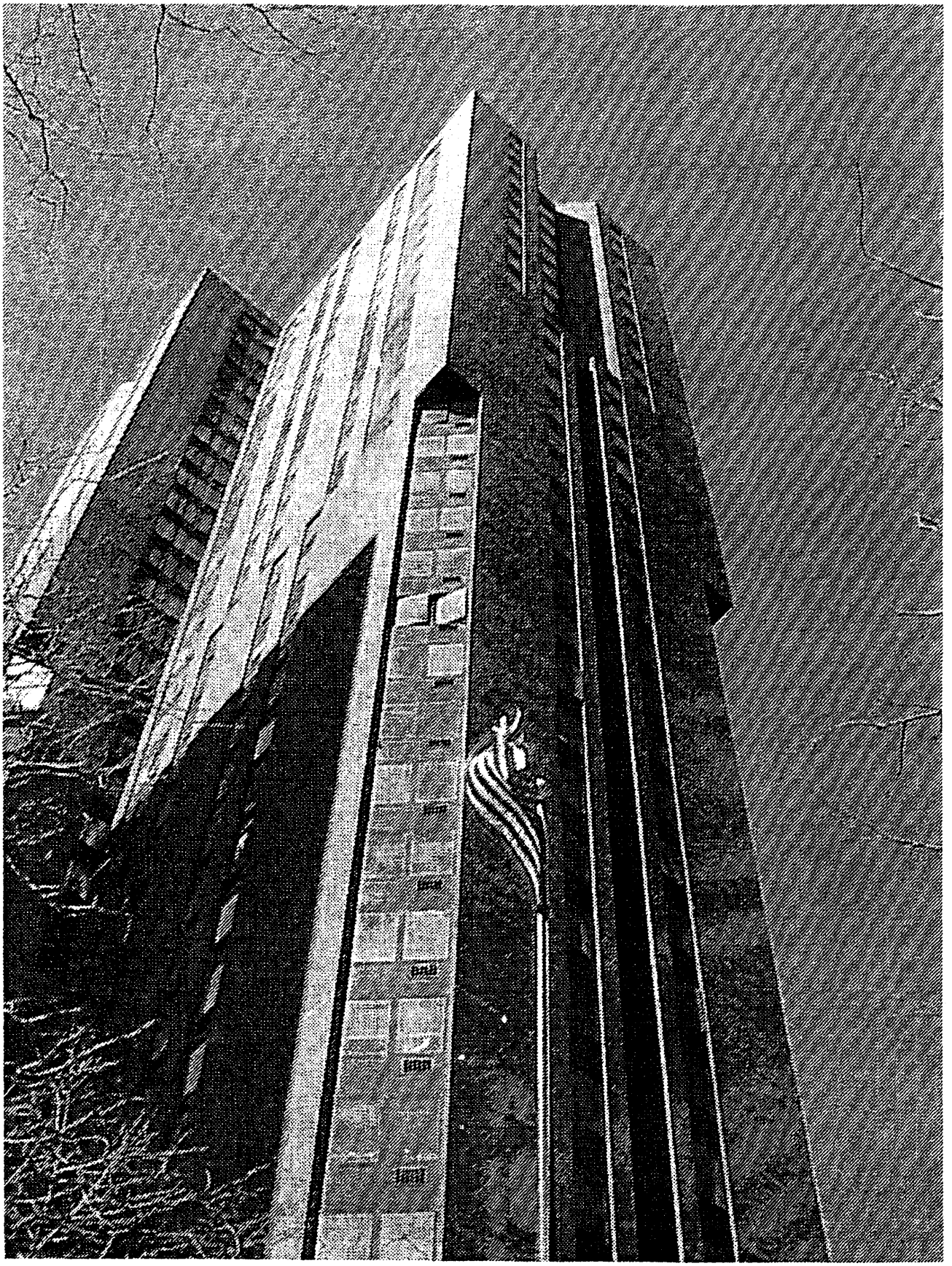


PHOTO 3 - YORKVILLE TOWER: PARTIAL VIEW OF EAST AND FACING FACADES. THIS PHOTO HIGHLIGHTS THE UPPER PART OF THE 37 STORY SECTION OF THE BUILDING.

PHOTO 4 - YORKVILLE TOWER: VIEW OF UPPER PORTION OF THE SOUTH FACADE OF THE 40 STORY SECTION AND HALF OF THE 57 STORY SECTION.

PHOTO 5 - YORKVILLE TOWER: SOUTH FACADE AT EAST CORNER. SPALLED BRICK AND STEP CRACKS UNDER AC UNIT.

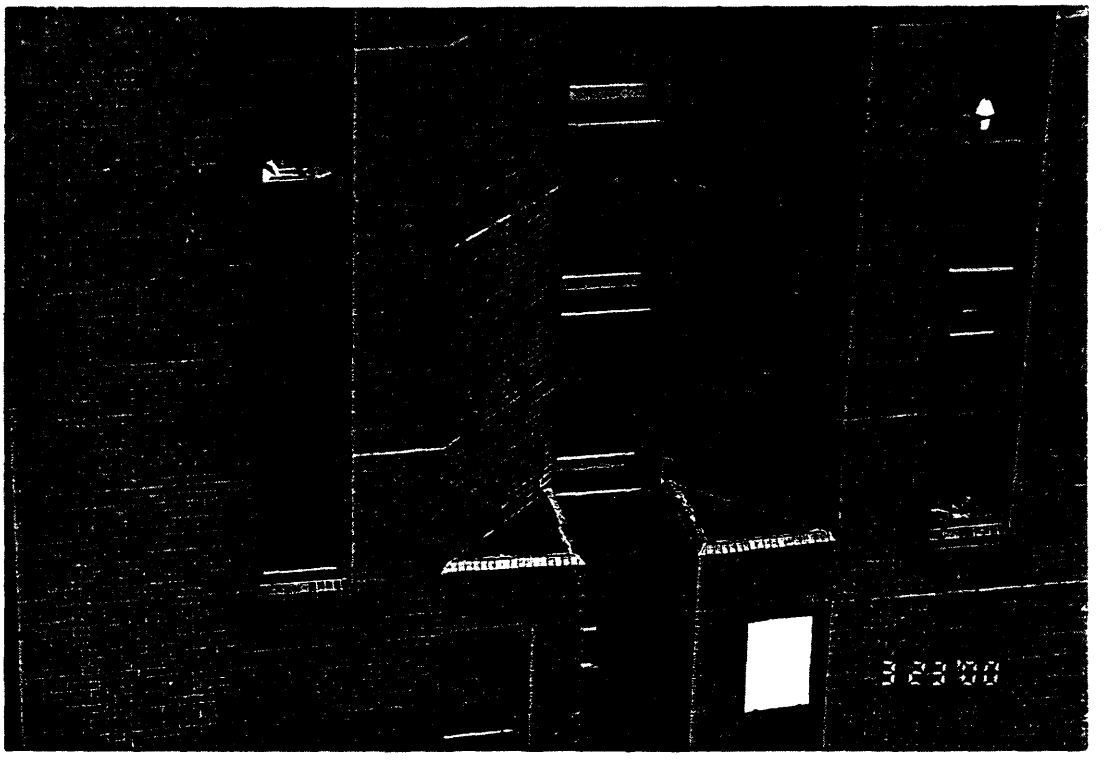


PHOTO 6 - YORKVILLE TOWER: SOUTH ELEVATION. VIEW OF TOP OF SPLAY SHOWING SMALL ROOFS.

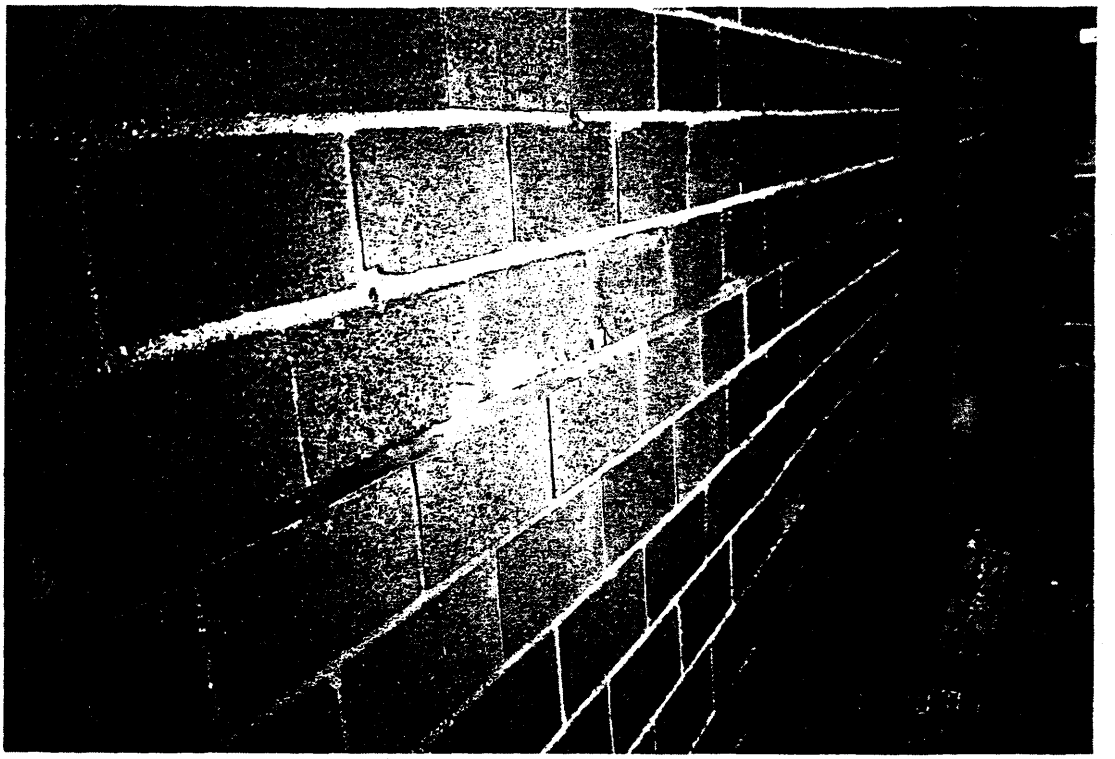


PHOTO 7 - YORKVILLE TOWER: TYPICAL DAMAGE ABOVE SHELF ANGLE. THIS COULD BE CAUSED BY THE ROTATION OF THE SHELF ANGLE OR BY THE PRESSURE BUILT UP IN THE WALL BECAUSE THERE IS NOT ENOUGH ROOM FOR BRICK TO EXPAND.

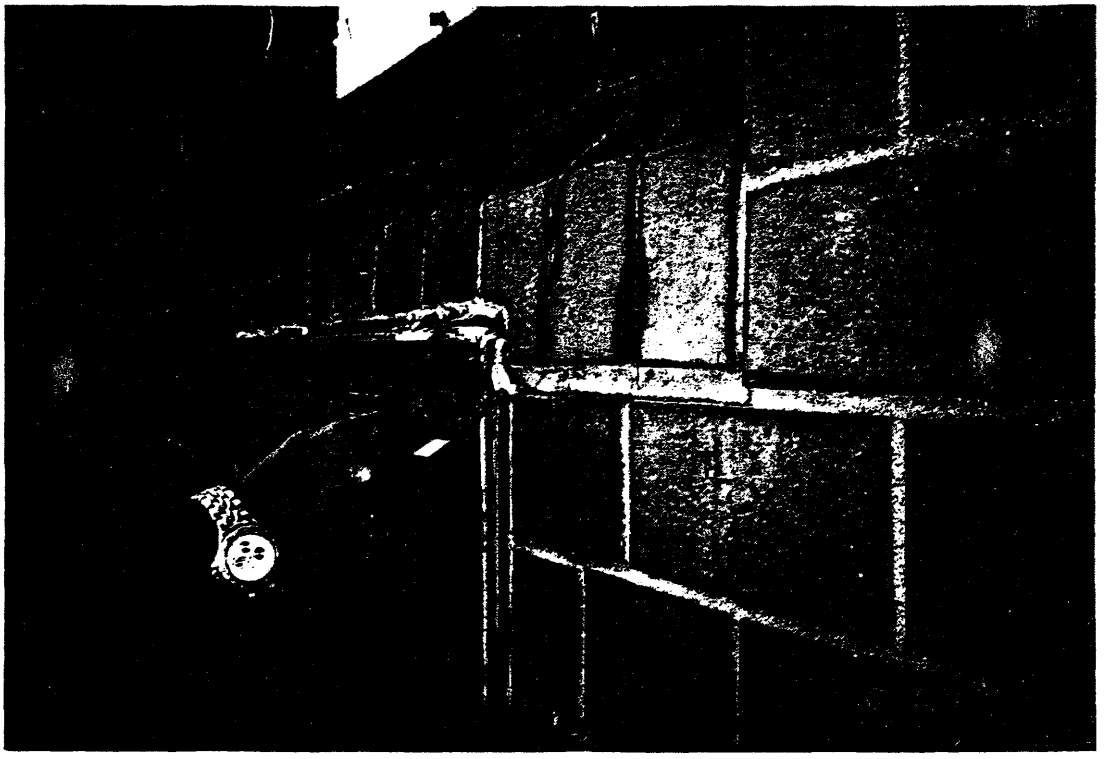


PHOTO 8 - YORKVILLE TOWER. OPEN JOINT AROUND AC UNIT. THIS IS A TYPICAL CONDITION.

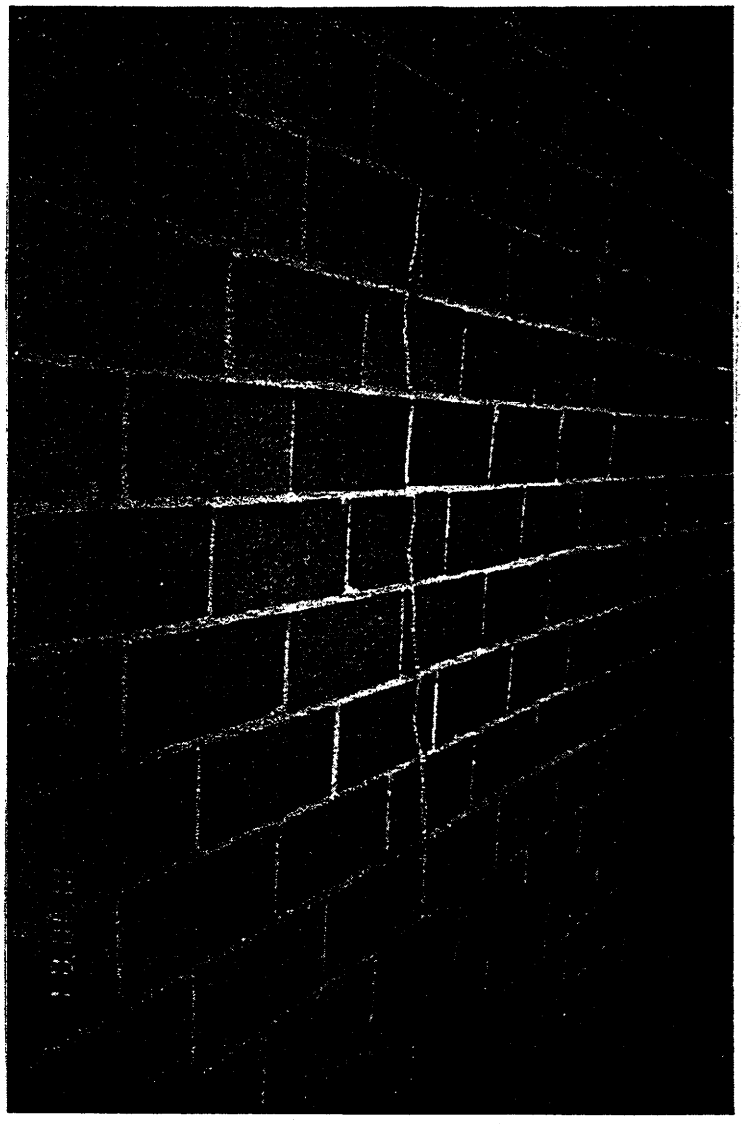


PHOTO 9 - YORKVILLE TOWER: TYPICAL CRACK DUE TO PRESSURE IN THE WALL OR A TOO WIDE SPACE BETWEEN SECTIONS OF THE STEEL SHELF ANGLE.

CITY OF NEW YORK
DEPARTMENT OF BUILDINGS

# Technical Report: Periodic Inspection of Exterior Walls and Appurtenances

February 21, 1995 - February 21, 1997
Please File 3 Copies
This Form Must Be Typewritten and Microfilmed with the Report

Internal Use
Cycle Number

RECEIVED
DEPARTMENT OF BUILDINGS
FEB 21 1997
CITY OF NEW YORK
BOROUGH OF MANHATTAN

## 1 Filing Status

| Initial Filing | Amended filing Indicate initial filing date: / / |
|---|---|
| Was filing made for any previous cycles (yes/no)? If yes, indicate last filing date: / / | |

## 2 Location

Borough: Manhattan | Block: 536 | Lot(s): 1 | BIN:
House No(s): 1601 | Street Name: Third Avenue
A.K.A. address(es): Ruppert Towers

## 3 Applicant

Last Name: Rosenbaum | First Name: Kurt | M.I.:
Business Name: KRA Associates Inc. | Business Phone: ( 914 ) 356-7971
Address: 95 New Clarkstown Road | City: Nanuet | State: NY | ZIP: 10954
X P.E. | R.A. | Lic. No.: 38618

## 4 Owner

Last Name: Gallo | First Name: Paul | M.I.: | Title:
Business Name: 1601 & 1619 Third Avenue c/o Giannasca Gallo Architects | Business Phone: ( 212) 876-1020
Address: 1751 Second Avenue | City: New York | State: NY | ZIP: 10128

## 5 Building Characteristics

Number of Stories: (34) (29) and (24) towers | Exterior Wall Type: Brick

## 6 Prior Status

| Ongoing Maintenance Program | X Precautionary Conditions | Unsafe Conditions |
|---|---|---|
| Conformed with Code Requirements | Current Completion of Work Estimated to be % | Current Completion of Work Estimated to be % |

## 7 Current Field Report

**Critical Examination**

- All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives.
- All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives except:
- X The precautionary work described in the report.
- The unsafe conditions described in the report and below:

**Ongoing Maintenance Program**

- All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives.
- All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives except for ongoing remedial work described below:

## 8 Statements and Signatures

I hereby state that the owner has authorized me to make this application. Furthermore, I hereby state that all statements are correct and complete to the best of my knowledge. A copy of this report has been given to the owner.

Falsification of any statement is a misdemeanor under Section 26-124 of the Administrative Code and is punishable by a fine or imprisonment, or both.

It is unlawful to give to a city employee, or for a city employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both.

Applicant Name
Signature: Kurt Rosenbaum Date: 1/28/97

Seal (P.E. or R.A.)

KURT ROSENBAUM
NO. 38618
LICENSED PROFESSIONAL ENGINEER
STATE OF NEW YORK

SEE INSTRUCTIONS ON REVERSE SIDE

TR-4 (Revised 1-95)

Commissioner of Buildings
City of New York

RE: Ruppert Towers
1601 and 1619 Third Avenue

Critical Examination - Local Law 10/80

A critical examination was performed at the above referenced building in accordance with the conditions prescribed under the above referenced Local Law 10/80. This examination was conducted on October 25, 1996.

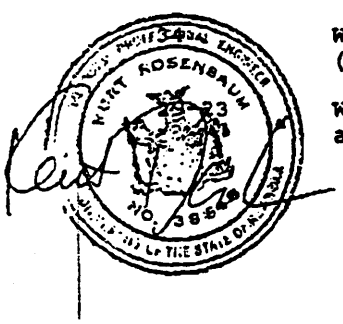
Subject building is shown in outline form in the attached Sketch RPT-SK-101. The building occupies the east side of Third Avenue between 90th and 91st Streets and faces both above streets for an approximate projected frontage of 325'-0". The frontage facing Third Avenue is a projected 186'-5". There is a service yard and a courtyard along the east side of the building.

The building is cavity wall brick construction. Shelf angles are reported to exist at every floor level. The building has three separate towers housing, respectively, (34), (29), and (24) levels. These levels are indicated on the above mentioned attached sketch by the corresponding encircled numbers at the approximate locations of the respective towers.

No hazardous conditions were found. However, we did find a number of conditions we judged, on the basis of binocular and visual observation, to be precautionary in nature. We have indicated these conditions at their approximate relative locations by the arrows on the above mentioned sketch. Alongside each arrow, we have designated the type of deficiency with letters of the alphabet. The meaning of these letters is defined in the legend which appears on the attached Sketch RPT-SK-100. Alongside the letters, the numbers indicate the floor level where the respective deficiency exist.

In addition to the deficiencies noted above, we found the further repair needs among which there were those listed below. Additional less pronounced conditions were found, but are not listed below.

| Floor | Area | Deficiency |
|---|---|---|
| | West Window Setback (forward) | Pronounced brick shifts and loose bricks |
| | West Window Setback at north elevation | Shifted brick panel and deflected lintel |



Ruppert Towers - 1601 and 1619 Third Avenue (2)

| | | |
|---|---|---|
| 28-26 | East Facing Window Setback | Shifted masonry panel |
| | North elevation parapet and wall below | Severe cracks - vertical and horizontal |
| 24 | South Elevation parapet and wall below | Shifted outside facing panels |

General: Reroof all triangular roofs and retie to existing brick coping courses and building walls.

We have recommended to the building that precautionary examination by walk-through and high powered binoculars should be performed at the end of each winter season in order to discover any new or not previously seen conditions; and that any conditions which may be discovered at that time to require repair should then be repaired or otherwise addressed as required.

This report is prepared solely to comply with Local Law 10 of 1980 in accordance with rules and procedures of the Commissioner of Buildings of the City of New York and Section C26-105.3 of the Administrative Code of the City of New York. Opinions expressed herein reflect only conditions present at the time of the Critical Examination.

The Engineer assumes no responsibility for the adequacy of design, construction, alterations, repairs or maintenance of this structure in the past, present or future by Contractors or maintenance personnel.

Information as to age, history, Certificate of Occupancy, etc., has been obtained from the Owner and/or managing agent, or from independent sources and accuracy is not guaranteed.

KRA ASSOCIATES, INC.
95 New Clarkstown Road
Nanuet, New York 10954

JOB: KUPPERT TOWERS - W1980
SHEET NO.: LEGENDS OF
CALCULATED BY: DATE:
CHECKED BY: DATE:
SCALE: RPT-SK-100

## LEGEND & GENERAL NOTES

| | |
|---|---|
| B | BULGE |
| BG | BROKEN GLASS |
| BK | BULKHEAD |
| BSMT | BASEMENT |
| CB | CRACKED BRICKS UP TO 18" LONG |
| CC | CRACKED COPING |
| PM | PUNCTURED METAL SPANDREL |
| OEJ | OPEN EXPANSION JOINT |
| OJ | OPEN MORTAR JOINT |
| SA | SHELF ANGLE |
| SB | SPALLED BRICKS |
| SC | STEP CRACK |
| SH | SHIFT |
| VC | VERTICAL CRACK GREATER THAN 18" LONG |
| * | REFER TO PHOTOGRAPHS |
| (A2) | TOP FLOOR APARTMENT LEVEL OF TOWER |

NUMBER AFTER ABBREVIATION INDICATES CLOSEST FLOOR LEVEL, GENERALLY THE SHELF ANGLE AT THE HEAD OF THE WINDOWS AT THAT FLOOR.

PROFESSIONAL ENGINEER
ROBERT BALL
NO. 36018

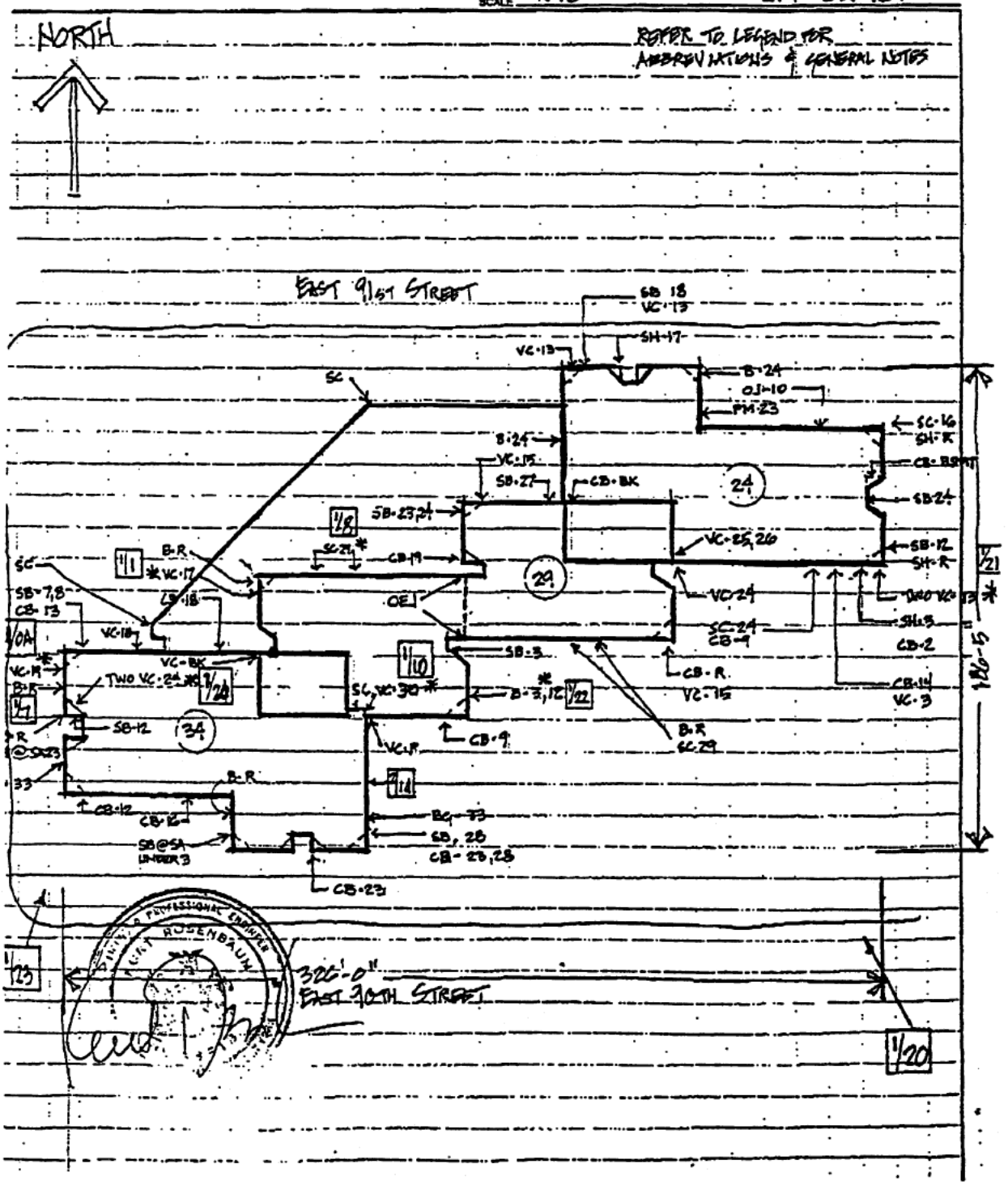
JOB RUPPERT — 1601 & 1611 3RD AVENUE

SHEET NO. _____ OF _____

CALCULATED BY _____ DATE _____

CHECKED BY _____ DATE _____

SCALE NTS RPT-SK-101



THE CITY OF NEW YORK
DEPARTMENT OF BUILDINGS

# Technical Report: Periodic Inspection of Exterior Walls and Appurtenances

February 21, 1995 – February 21, 1997
Please File 3 Copies
This Form Must Be Typewritten and Microfilmed with the Report

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CITY OF NEW YORK
BOROUGH OF MANHATTAN

## 1 Filing Status

| Initial Filing | Amended filing Indicate initial filing date: |
|---|---|
| Was filing made for any previous cycles (yes/no)? (If yes) indicate last filing date: 01/15/91 | |

## 2 Location

Borough: Manhattan  Block: 1537  Lot(s): 1  BIN:
House No(s): 1623 & 1641  Street Name: Third Avenue
A.K.A. address(es): Yorkville Towers

## 3 Applicant

Last Name: Rosenbaum  First Name: Kurt  M.I.:
Business Name: KRA Associates, Inc.  Business Phone: (914) 356-7971
Address: 95 New Clarkstown Road  City: Nanuet  State: NY  ZIP: 10958
XX P.E.  R.A.  Lic. No. 38618

## 4 Owner

Last Name: Gallo  First Name: Paul  M.I.:  Title:
Business Name: 1623 & 1641 Third Avenue c/o Giannasca Gallo Architects  Business Phone: (212) 876-1020
Address: 1751 Second Avenue  City: New York  State: NY  ZIP: 10128

## 5 Building Characteristics

Number of Stories: (3) Towers (42), (37) and (32)  Exterior Wall Type: Brick

## 6 Prior Status

| Ongoing Maintenance Program | X Precautionary Conditions | Unsafe Conditions |
|---|---|---|
| Conformed with Code Requirements | Current Completion of Work Estimated to be % | Current Completion of Work Estimated to be % |

## 7 Current Field Report

**Critical Examination**

- All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives.
- All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives except:
- X The precautionary work described in the report.
- The unsafe conditions described in the report are below:

**Ongoing Maintenance Program**

- All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives.
- All observed conditions conform to Code Requirements and applicable Rules, Regulations and Directives except for ongoing remedial work described below:

## 8 Statements and Signatures

I hereby state that the owner has authorized me to make this application. Furthermore, I hereby state that all statements are correct and complete to the best of my knowledge. A copy of this report has been given to the owner.

Falsification of any statement is a misdemeanor under Section 28-124 of the Administrative Code and is punishable by a fine or imprisonment, or both.

It is unlawful to give to a city employee, or for a city employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both.

Applicant Name:
Signature: Kurt Rosenbaum  Date: 1/28/97

Seal (P.E. or R.A.): STATE OF NEW YORK PROFESSIONAL ENGINEER KURT ROSENBAUM NO. 38618

SEE INSTRUCTIONS ON REVERSE SIDE

TR-6 (Revised 1-95)

Commissioner of Buildings
City of New York

RE: Yorkville Towers
1623 and 1641 Third Avenue

Critical Examination - Local Law 10/80

A critical examination was performed at the above referenced building in accordance with the conditions prescribed under the above referenced Local Law 10/80. This examination was conducted on October 25, 1995 and through revisits in August 1996.

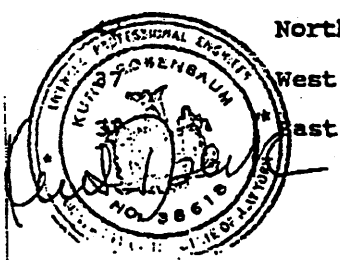
Subject building is shown in outline form in the attached Sketch YT-SK-400 and YT-SK-401. The building occupies the east side of Third Avenue between 91st and 92nd Streets. The approximate projected frontages are 326'-0" along 90th and 91st Streets and 186'-5" along Third Avenue. There is a service yard and a courtyard along the east side of the building.

The building is cavity wall brick construction. Shelf angles are reported to exist at every floor level. The building has three separate towers housing, respectively, (42), (37), and (32) levels. These levels are indicated on the above mentioned attached sketch by the corresponding encircled numbers at the approximate locations of the respective towers.

There were no hazardous conditions found. However, we did find a number of conditions we judged, on the basis of binocular and visual observation, to be precautionary in nature. We have indicated these conditions at their approximate relative locations by the arrows on the above mentioned sketch. Alongside each arrow, we have designated the type of deficiency with letters of the alphabet. The meaning of these letters is defined in the legend which appears on the attached Sketch YT-SK-400. Alongside the letters, the numbers indicate the floor level where the respective deficiency exist.

In addition to the deficiencies noted above, we found the further repair needs among which there were those listed below. Additional less pronounced conditions were found, but are not listed below.

| Floor | Area | Deficency |
|---|---|---|
| 42 | West Window Setback | Serious Shift |
| | North Window Setback | Pronounced Shift |
| | West Window Setback | Deflected Lintel |
| | East Window Setback | Pronounced Shift and Bulge |



Yorkville Towers - 1623 & 1641 Third Avenue (2)

| | | |
|---|---|---|
| 37 | North Window Setback | Long Crack and shifted Bricks |
| 27 | West Window Setback | Spalls and Pronounced Shifts |
| 37-34 | Rear Window West Setback | Serious Shift |

General: Reroof all triangular roofs and retie to existing brick coping courses and building walls.

We have recommended to the building that precautionary examination by walk-through and high powered binoculars should be performed at the end of each winter season in order to discover any new or not previously seen conditions; and that any conditions which may be discovered at that time to require repair should then be repaired or otherwise addressed as required.

This report is prepared solely to comply with Local Law 10 of 1980 in accordance with rules and procedures of the Commissioner of Buildings of the City of New York and Section C26-105.3 of the Administrative Code of the City of New York. Opinions expressed herein reflect only conditions present at the time of the Critical Examination.

The Engineer assumes no responsibility for the adequacy of design, construction, alterations, repairs or maintenance of this structure in the past, present or future by Contractors or maintenance personnel.

Information as to age, history, Certificate of Occupancy, etc., has been obtained from the Owner and/or managing agent, or from independent sources and accuracy is not guaranteed.

KRA ASSOCIATES, INC.
95 New Clarkstown Road
Nanuet, New York 10954

JOB YORKVILLE TOWERS
SHEET NO. ____ OF ____
CALCULATED BY ____ DATE ____
CHECKED BY ____ DATE 8/30/96
SCALE ____ YT-SK-400

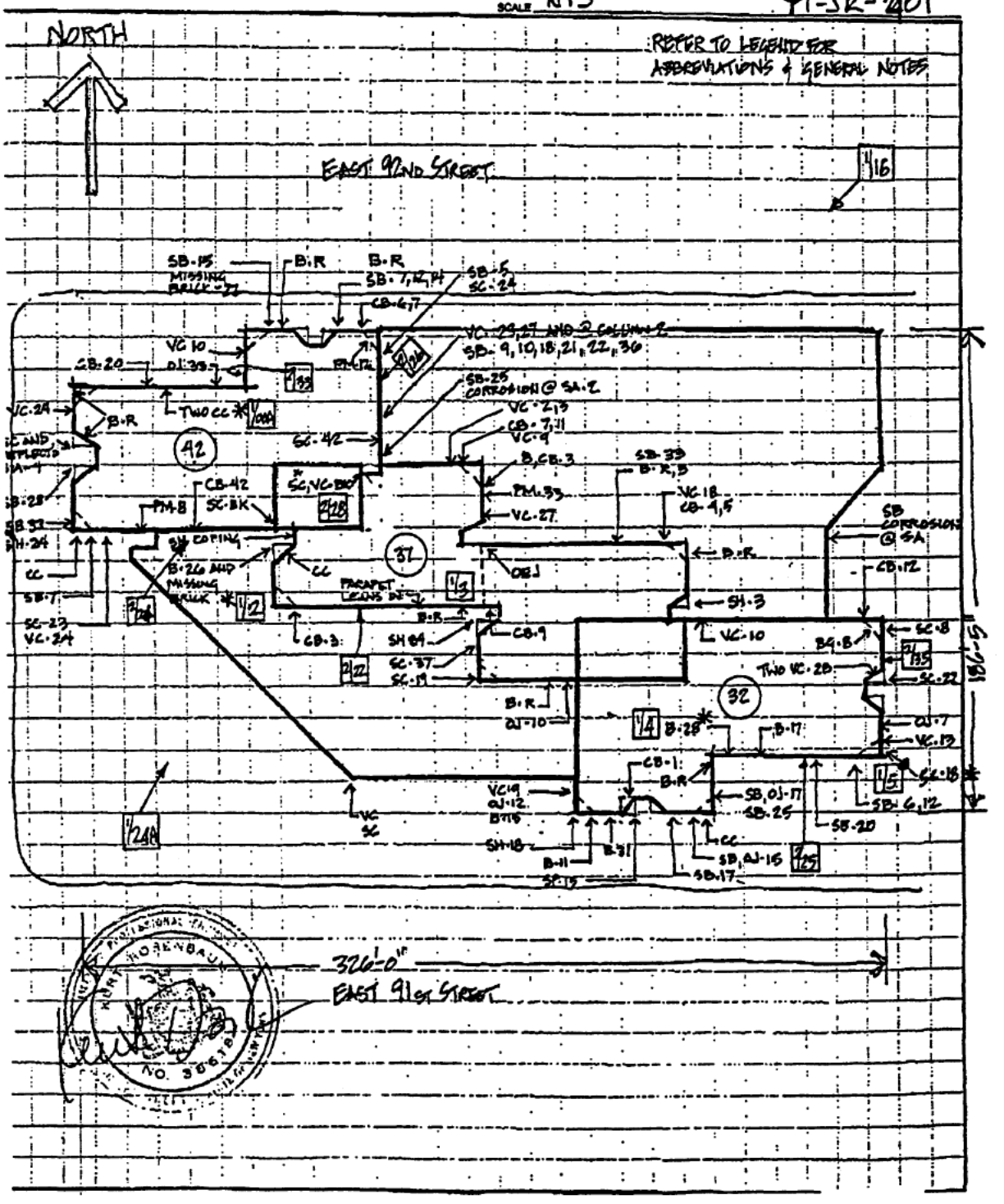
LEGEND & GENERAL NOTES

| | |
|---|---|
| B | BULGE |
| BG | BROKEN GLASS |
| BK | BULKHEAD |
| BSMT | BASEMENT |
| CB | CRACKED BRICKS UP TO 18" LONG |
| CC | CRACKED COPING |
| PM | PUNCTURED METAL SPANDREL |
| OEJ | OPEN EXPANSION JOINT |
| OJ | OPEN MORTAR JOINT |
| SA | SHELF ANGLE |
| SB | SPALLED BRICKS |
| SC | STEP CRACK |
| SH | SHIFT |
| VC | VERTICAL CRACK GREATER THAN 18" LONG |
| * | REFER TO PHOTOGRAPHS |
| (42) | TOP FLOOR APARTMENT LEVEL OF TOWER |

NUMBER AFTER ABBREVIATION INDICATES CLOSEST FLOOR LEVEL, GENERALLY THE SHELF ANGLE AT THE HEAD OF THE WINDOWS AT THAT FLOOR.

KRA ASSOCIATES, INC.
95 New Clarkstown Road
Nanuet, New York 10954

JOB: YORKVILLE - 1623 & 1641 3RD AVENUE
SHEET NO. ____ OF ____
CALCULATED BY ____ DATE ____
CHECKED BY ____ DATE ____
SCALE: NTS  YY-SK-201



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**1999 FKC FACADE REPORT**

**(DOCUMENT NUMBER 1 CONTINUED)**

# OBSERVATION REPORT

OF

# EXTERIOR WALLS

AT

## RUPPERT-YORKVILLE TOWERS
NEW YORK, N.Y.

FOR

R Y MANAGEMENT
1619 THIRD AVENUE
NEW YORK, N.Y. 10128

PREPARED BY

FELD, KAMINETZKY & COHEN, P.C.
CONSULTING ENGINEERS
125 MINEOLA AVENUE
ROSLYN HEIGHTS, N.Y. 11577

FILE NO. 98083 FEBRUARY 10,

**FELD, KAMINETZKY & COHEN, P.C.**
CONSULTING ENGINEERS
125 Mineola Avenue
Roslyn Heights, New York 11577-2023

Telephone (516) 484-4060
Fax (516) 484-4064
E-mail fkcli@aol.com

DOV KAMINETZKY, P.E.
HAROLD R. COHEN, P.E.
MARTIN J. FRADUA, P.E.
BENJAMIN LAVON, P.E.

DR. JACOB FELD (1899 - 1975)

ANTONIO RUBERTO
IGOR Y. VASSILIEV, P.E.
PERICLES C. STIVAROS, Ph.D., P.E.

February 18, 1999

FILE NO. 98083

RY Management
1619 Third Avenue
New York, N.Y. 10128

ATT: Mr. Robert Vaccarello
RE: **RUPPERT/YORKVILLE TOWERS: EXTERIOR WALLS**

Dear Mr. Vaccarello:

Enclosed are two copies of our observation report covering Ruppert/Yorkville Towers facade condition survey and our Estimated Repair Cost for budget purposes.

If there are any questions, do not hesitate to call.

Very truly yours,

FELD, KAMINETZKY & COHEN, P.C.

Martin J. Fradua

MJF/gf
Encl.

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5. Authorization ..... 5
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**D. APPENDIX**

Exhibit A: Key Plan
Exhibit B: Elevations
Exhibit C: Typical Wall Details (Sheet No. 1 of 4 to 4 of 4)
Exhibit D: Photographs
Exhibit E: Field Reports and Correspondence
Memorandum - June 25, 1998
Memorandum - July 14, 1998
Memorandum - October 28, 1998
Memorandum - November 18, 1998
Letter - November 20, 1998
Memorandum - December 30, 1998

## A. SUMMARY

### 1. Purpose

The purpose of this report is to present the results of the visual field inspections relating to the present conditions of the exterior walls and exterior appurtenances.

The scope of work by the Engineer was as follows:

a. Perform an examination of the exterior walls and exterior appurtenances of the buildings. The field examination was of the visual type utilizing photographic techniques or the use of remote observation equipment. Observation platforms were utilized at Yorkville Towers for a total of two close-up observations at the north and south facades at 1623 Third Avenue, indicated as SD1 and SD2 on the key plan, and a third close-up observation, indicated as SD3 on the key plan, at the east facade of Ruppert Tower at 1601 Third Avenue.

b. Record any significant deterioration, unsafe conditions, movement observed, and other defects.

Not included in the scope of work:

a. Review of the original design and construction of the structure.

b. Responsibility for the past or future contractor performing repair operations at the building.

### 2. Conclusions

a. The existing defects in the exterior masonry facing are considered normal maintenance conditions and should be repaired, restored, or replaced (open joints, open caulking around A/C sleeves and windows, broken or spalled brick, reconditioning of horizontal joints and vertical expansion joints.

b. There were two unsafe or potentially hazardous areas observed during the inspection located at Yorkville Towers (1623 Third Avenue) and one at Ruppert Towers (1601 Third Avenue). These areas have been repaired by the Contractor.

c. The horizontal soft joints condition is considered to be precautionary and repairs should be performed as soon as possible.

d. There is some indication of push out of masonry (bulges) at a few facade elevations that should be repaired by pinning or replacement.

e. The cracked and delaminated precast copings should be replaced and all remaining precast copings should have all the cross joints repointed and recaulked.

f. The caulking around all the curtain walls and all windows is cracked and opened at many locations and should be replaced.

g. The following comments address 1623 Third Avenue (Yorkville Towers):

1) The roof parapet and coping stone at Lines "A" and "K" on the 43rd floor roof has been repaired by Precise Inc. Contracting.

2) The bricks which are "popping" at Apartment 42K is along the horizontal soft joints and all cracked bricks at the joint were removed by the contractor, Precise Inc.

3) The roof parapet at the 43rd floor roof at the "E" and "D" lines have slight bulges and shifting coping stones which should be repaired in the near future.

4) The roof parapet at the 38th floor roof at the "F" line has slight bulges above the shelf angles which require repair in the near future.

5) The damaged brick at the 28th floor at the "A" and "K" lines is occurring at the horizontal soft joints and should be repaired in the near future.

3. <u>Recommendations</u>

a. Recondition all compressed horizontal soft joints at all facade elevations and bulkheads.

b. Removing and replacement of spalled bricks at all facade elevations on the exterior facade. These occur randomly at all building elevations.

c. Repointing all the exterior and interior main roof parapets.

d. Recaulk all a/c sleeves, windows, and curtain wall joints.

e. Replacement of cracked bricks or caulking of the vertical brick cracks which are occurring at all building elevations. We recommend corner bricks that are cracked and previously caulked be replaced with new bricks.

f. Replace all damaged precast coping stones over the roof parapets.

g. Reset all loose precast coping stones over the roof parapets. Approximately thirty stones at both buildings are displaced.

h. Rebuild all masonry bulge at the building facade elevations.

i. Recaulking all major vertical expansion joints.

j. Scrape and paint all rusting window lintels.

4. **Personnel**

Field and office studies were carried out under the direct supervision of Martin J. Fradua, P.E., Principal of the firm. Antonio Ruberto, was in charge of the field inspections and report preparation.

5. **Authorization**

The firm of FKC was authorized to conduct the inspections and prepare the report by Mr. Robert Vaccarello of RY Management.

6. **General**

a. Nothing in this report shall be construed to represent a warranty or guarantee by the Engineer of any work done, in progress, or to be performed by any contractor, maintenance entity, management personnel or others not in direct employ of the Engineer, in connection with these buildings. Nothing in this report shall be used for bidding purposes by contractors for the repairs of these buildings.

b. The various conditions noted in the report are as of the date of the inspection. It is reasonable to expect that the building will be subjected to additional changes and deterioration subsequent to the date of the inspection.

c. The Engineer takes no responsibility for the original design and construction of the building or any portion thereof.

## B. GENERAL DESCRIPTION OF THE PROJECT

Ruppert-Yorkville Towers consist of two building sites, with three attached tower structures at each site, varying in story height. Yorkville Towers has 33, 38, and 43 story levels, and Ruppert Towers has 25, 30, and 35 story levels.

### 1. Site Location

The residential building towers are located in Manhattan on the east side of Third Avenue, with Ruppert Towers situated between 90th and 91st Streets, and Yorkville Towers located between 91st and 92nd Streets.

### 2. Type of Construction

The exterior brick wall is cavity construction. The exterior brick is supported by continuous steel shelf angles at every floor level and it is tied back to a concrete block brick wall. The structure is cast-in-place concrete columns and concrete floor slab.

## C. DETAILED INSPECTIONS

### 1. Description of the Inspections

a. The inspections were performed by viewing the building faces either by the naked eye at lower levels or using binoculars and telephoto lenses at upper levels. The accuracy of the examination was limited to this type of an inspection. It represents the visual present conditions and is not intended to predict future behavior or condition.

b. Photographs taken show the various conditions detected during the field examination. Photographs were taken on July 14, 1998, July 15, 1998, October 28, 1998, and November 18, 1998.

c. Some areas of open joints, compressed horizontal soft joints, cracked or spalled brick, rusting window lintels and slight brick bulges were visible on the facades of the building. These areas are shown on the building elevations. It is suggested to repair the defective material as shown on the elevations in the near future.

c. The three scaffold drop close-up observations on October 28, 1998, November 18, 1998, and December 29, 1998 confirmed the building defects which were observed with the naked eye and with high powered binoculars.

2. General Description of Distress

a. Ruppert Towers

*East Elevation:*
There are numerous open brick joints and cracked bricks throughout the facade. A few floor levels appear to have no horizontal soft joints and other floor levels have compressed soft joints. There are slight bulges of bricks at the exterior roof parapets. The caulking around the windows, a/c units, and wall panels has failed with many cracked or open caulking.

*South Elevation:*
There are numerous cracked bricks below and above the horizontal soft joint from compression and it appears there are no soft joints at some locations. There are various open brick mortar joints throughout the facade. The caulking around the windows, wall panels, and a/c sleeves has failed.

*West Elevation:*
There are various cracked and open coping cross joints above the roof parapets, spalled bricks, compressed soft joints, failed window caulking, and open brick mortar joints throughout the elevation.

*North Elevation:*
There are compressed horizontal soft joints at the shelf angles and spalling bricks below and above the shelf angles. The major vertical expansion caulked joints have failed and require refurbishing.

The following estimated repairs are required for all facade elevations for Ruppert Towers:

1. Horizontal soft joints at every 4th floor levels - 100%.
2. Horizontal hard joints at every shelf angles (excluding soft joints) - 10%.
3. Windows, a/c and panel caulking - 100% repair.
4. Various open brick mortar joints - 3%.
5. Various cracked and damaged brick to be replaced - 2%.
6. Damaged coping cross joints - 100%.
7. Bulged bricks at various facade to be repaired - 1%.
8. Vertical expansion joints to be reconditioned - 100%.
9. Paint all exposed steel shelf angles - 100%.

b. Yorkville Towers

*East Elevation:*
There are compressed horizontal soft joints at the shelf angle throughout the facade, open brick mortar joints, cracked bricks, and failed window caulking.

*South Elevation:*
There are cracked bricks, open brick mortar joints, compressed horizontal soft joints, masonry bulges cracked parapet coping stones and failed window caulking.

*West Elevation:*
There are cracked bricks, brick bulges, open brick mortar joints, compressed horizontal soft joints and failed window caulking.

North Elevation:
There are compressed horizontal soft joints, cracked parapet coping stones, failed window caulking and cracked bricks. The major vertical expansion caulked joints have failed and require refurbishing.

The following estimated repairs are required for all facade elevations for Yorkville Towers:

1. Horizontal soft joints at every 4th floor levels - 100%.
2. Horizontal hard joints at every shelf angles (excluding soft joints) - 10%.
3. Windows, a/c sleeves and panel caulking - 100%.
4. Various open brick mortar joints - 3%.
5. Various cracked and damaged brick to be replaced - 2%.
6. Damaged coping cross joints - 100%.
7. Bulged bricks at various facade to be repaired - 1%.
8. Vertical expansion joints to be reconditioned - 100%.
9. Paint all exposed shelf angles - 100%.

3. <u>Photographic Description</u>

P-1 View of Ruppert north facade at east end of structures. Yorkville is similar in design.

P-2 View of Ruppert north facade at west end of structure.

P-3/P-4 Facade elevation featuring horizontal joints and curtain/window system.

| | |
|---|---|
| P-5/P-6 | Typical brick spalling at horizontal shelf angle at bulkhead towers. |
| P-7 | A severe masonry crack at the 24th floor level. (The area has been repaired by Precise Inc. Contracting.) |
| P-8 | The continuation of the severe crack as shown in Photo P-7. (The area has been repaired by Precise Inc. Contracting.) |
| P-9 | Masonry crack at same 24th floor level near window opening. The entire area of wall has been removed and new masonry was installed with proper masonry ties by Precise Inc. Contracting. |
| P-10 | Spalling brick above a "hard" horizontal joint indicating compression of masonry beyond the horizontal soft joint which is located at every fourth floor level. |
| P-11/P-12 | Same condition on the 27th and 29th floor levels as describe in Photo P-10. |
| P-13 | Masonry installed beyond window jamb featuring large area of caulking. |
| P-14 | Probe at caulking at horizontal "hard" joint. Shelf angle has slight rusting at toe. |
| P-15 | Photo shows typical masonry/curtain wall with failing caulking. |
| P-16 | Probe at typical caulking at horizontal soft joint featuring a compressed shelf angle onto the bottom brick. |

4. **Estimated Repair Cost for Budget Proposes**

a.. Yorkville Towers

1. Repair all Horizontal Soft Joints
   (includes brick replacement)
   5,000 lin.ft. @ $65.00/lin.ft. ..... $ 325,000.00

2. Recaulk all Vertical Expansion Joint
   1,000 lin.ft. @ $12.00/lin.ft. ..... $ 12,000.00

3. Rebuild Push-Out Masonry Cavity
   700 sq.ft. @ $50.00/sq.ft. ..... $ 35,000.00

4. Miscellaneous Brick Replacement:
   Clustered: 3,000 @ $10.00 ..... $ 30,000.00
   Isolated: 1,000 @ $15.00 ..... $ 15,000.00

5. Repoint Open Brick Mortar Joints
   7,000 sq.ft. @ $2.00/sq.ft. ..... $ 14,000.00

6. Caulk Cracked Bricks
   1,000 lin.ft. @ $5.00/lin.ft. ..... $ 5,000.00

7. Caulk all A/C Sleeves
   1,250 lin.ft. @ $4.00/lin.ft. ..... $ 5,000.00

8. Paint all Steel Window Lintels
   500 lin.ft. @ $3.00/lin.ft. ..... $ 1,500.00

9. Recaulk all Windows and Curtain Walls
   60,000 lin.ft. @ $3.00/lin.ft. ..... $ 180,000.00

| | |
|---|---|
| TOTAL ..... | $ 622,500.00 |
| CONTINGENCY & PROFIT 20% ..... | $ 124,500.00 |
| SAY ..... | $ 747,000.00 |

b. Ruppert Towers

1. Repair all Horizontal Soft Joints
(includes brick replacement)
5,500 lin.ft. @ $65.00/lin.ft. ..... $ 375,500.00

2. Recaulk all Vertical Expansion Joint
1,000 lin.ft. @ $12.00/lin.ft. ..... $ 12,000.00

3. Rebuild Push-Out Masonry Cavity
800 sq.ft. @ $50.00/sq.ft. ..... $ 40,000.00

4. Miscellaneous Brick Replacement:
Clustered: 2,000 @ $10.00 ..... $ 20,000.00
Isolated: 500 @ $15.00 ..... $ 7,500.00

5. Repoint Open Brick Mortar Joints
8,000 sq.ft. @ $2.00/sq.ft. ..... $ 16,000.00

6. Caulk Cracked Bricks
1,000 lin.ft. @ $5.00/lin.ft. ..... $ 5,000.00

7. Caulk all A/C Sleeves
1,250 lin.ft. @ $4.00/lin.ft. ..... $ 5,000.00

8. Paint all Steel Window Lintels
500 lin.ft. @ $3.00/lin.ft. ..... $ 1,500.00

9. Recaulk all Windows and Curtain Walls
65,000 lin.ft. @ $3.00/lin.ft. ..... $ 195,000.00

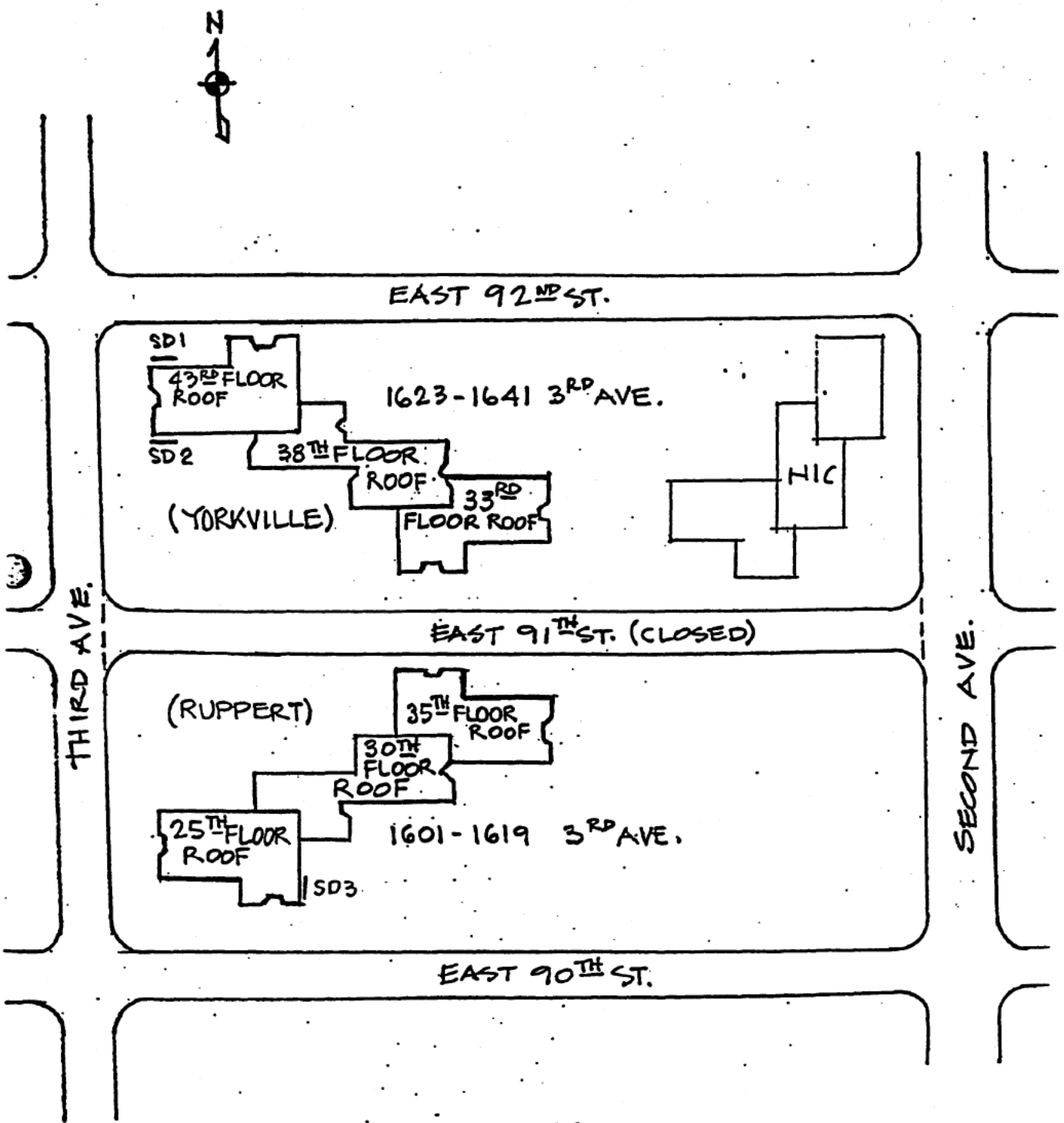
TOTAL ..... $ 677,500.00
CONTINGENCY & PROFIT 20% ..... $ 135,500.00

SAY ..... $ 813,000.00

# APPENDIX

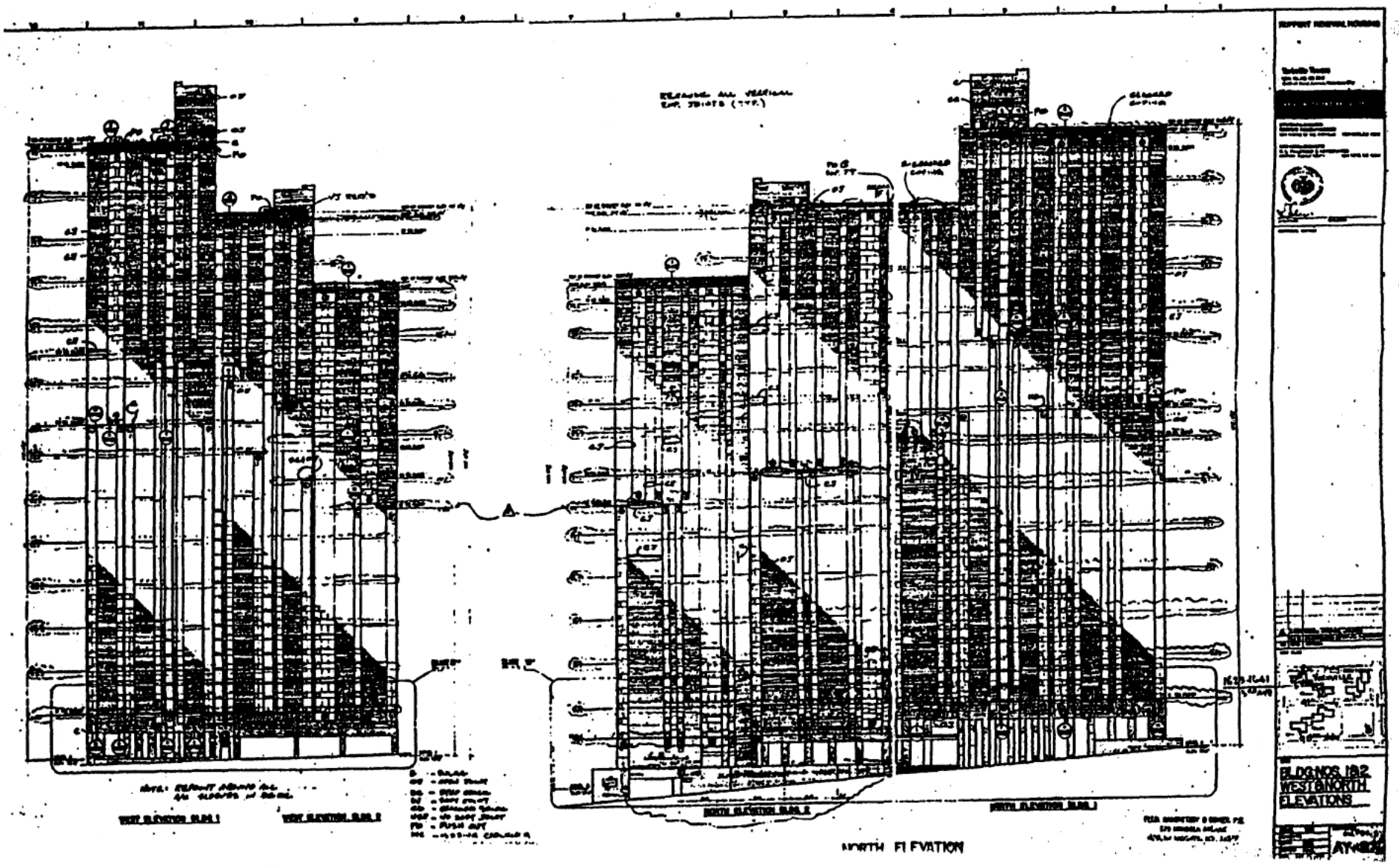
# EXHIBIT A

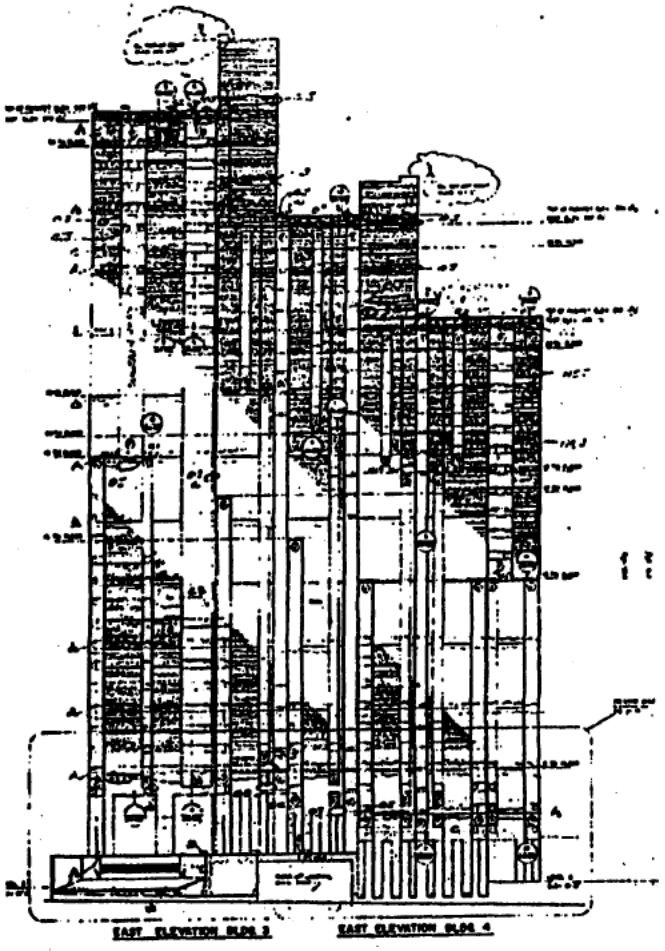
| FELD, KAMINETZKY & COHEN, P.C.<br>CONSULTING ENGINEERS<br>125 MINEOLA AVENUE<br>ROSLYN HEIGHTS, NEW YORK 11577 | RUPPERT/YORKVILLE<br>NYC. NY.<br>KEY PLAN | BY AR<br>CHECKED MF<br>DATE NOV. '98 | SHEET 1 OF 1<br>FILE 98083 |
|---|---|---|---|



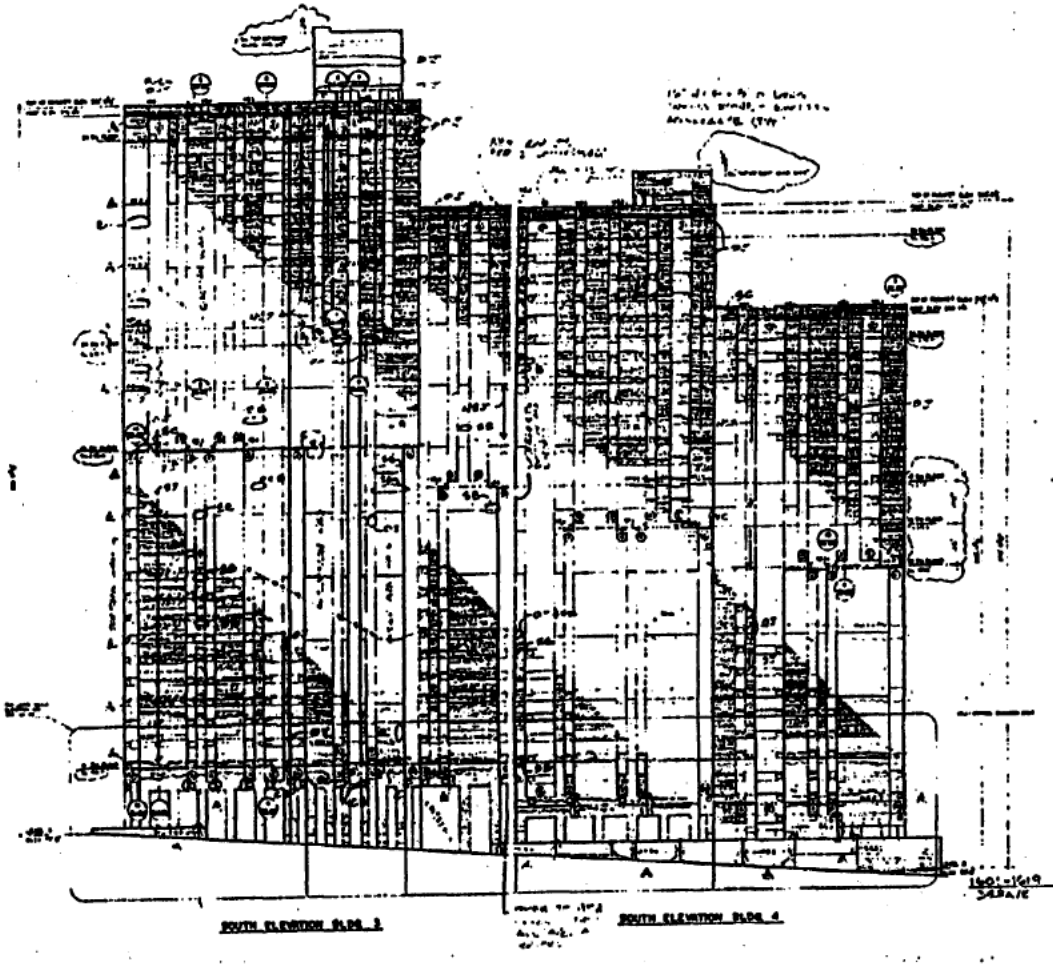

SD1, SD2 & SD3 INDICATES SCAFFOLD DROP AT BUILDING FACADES.

# EXHIBIT B


BLDG NOS. 182
WEST & NORTH
ELEVATIONS
NORTH ELEVATION




EAST ELEVATION



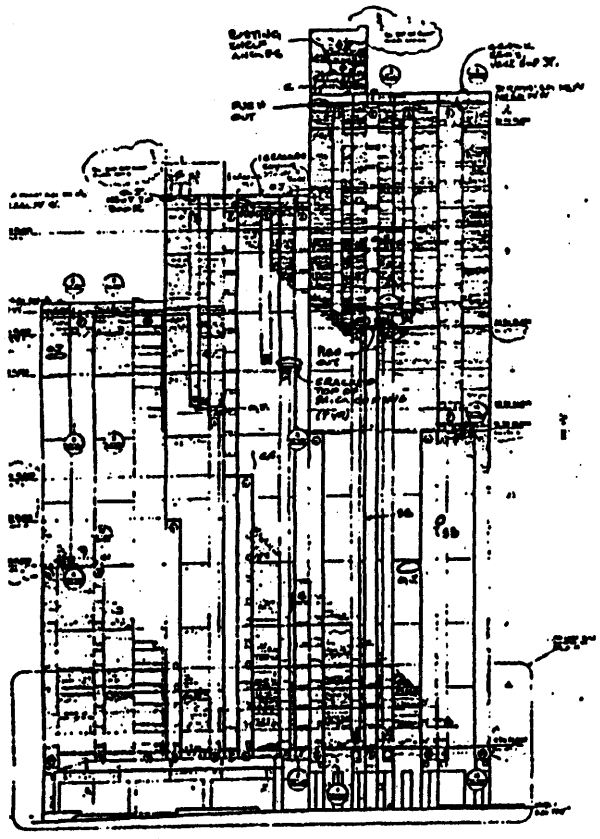

SOUTH ELEVATION

RUPPERT RENEWAL HOUSING

BLDG. NOS. 3&4
EAST & SOUTH
ELEVATIONS

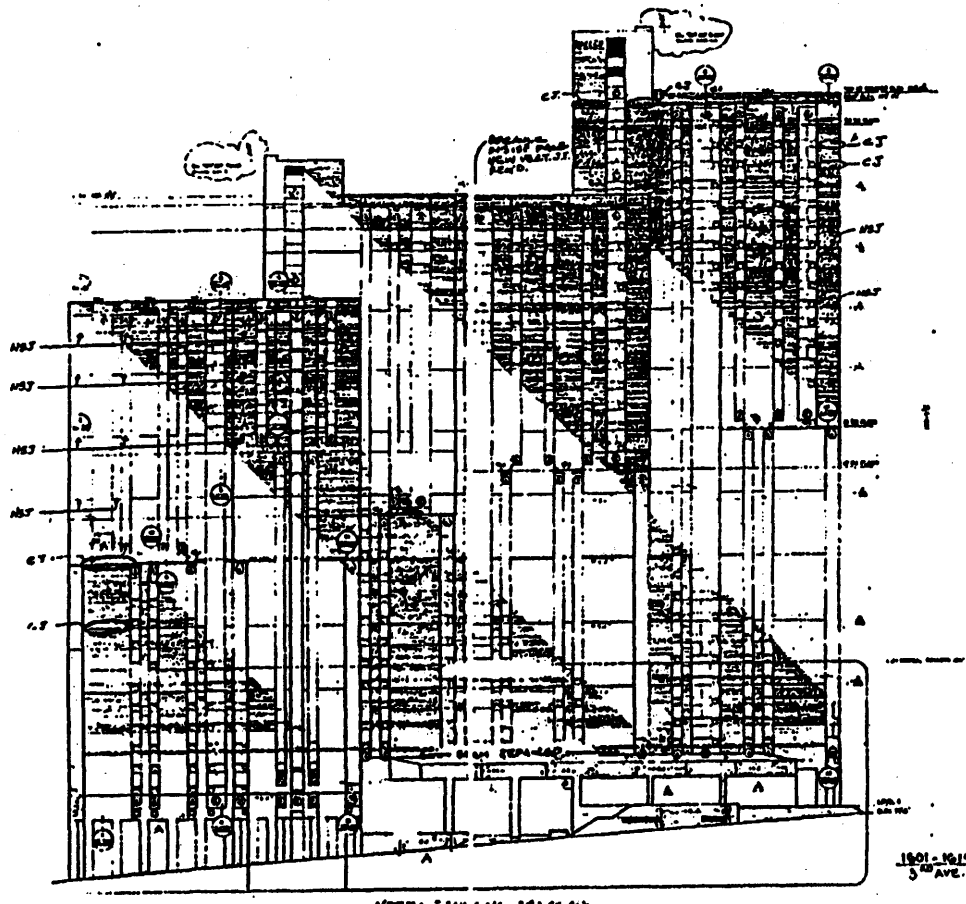
AX-77

436



WEST ELEVATION BLDG. 4 WEST ELEVATION BLDG. 3

WEST ELEVATION



NORTH ELEVATION BLDG. 4

NORTH BUILDING CRACKING BETWEEN WINDOW FRAME AND BRICKS.

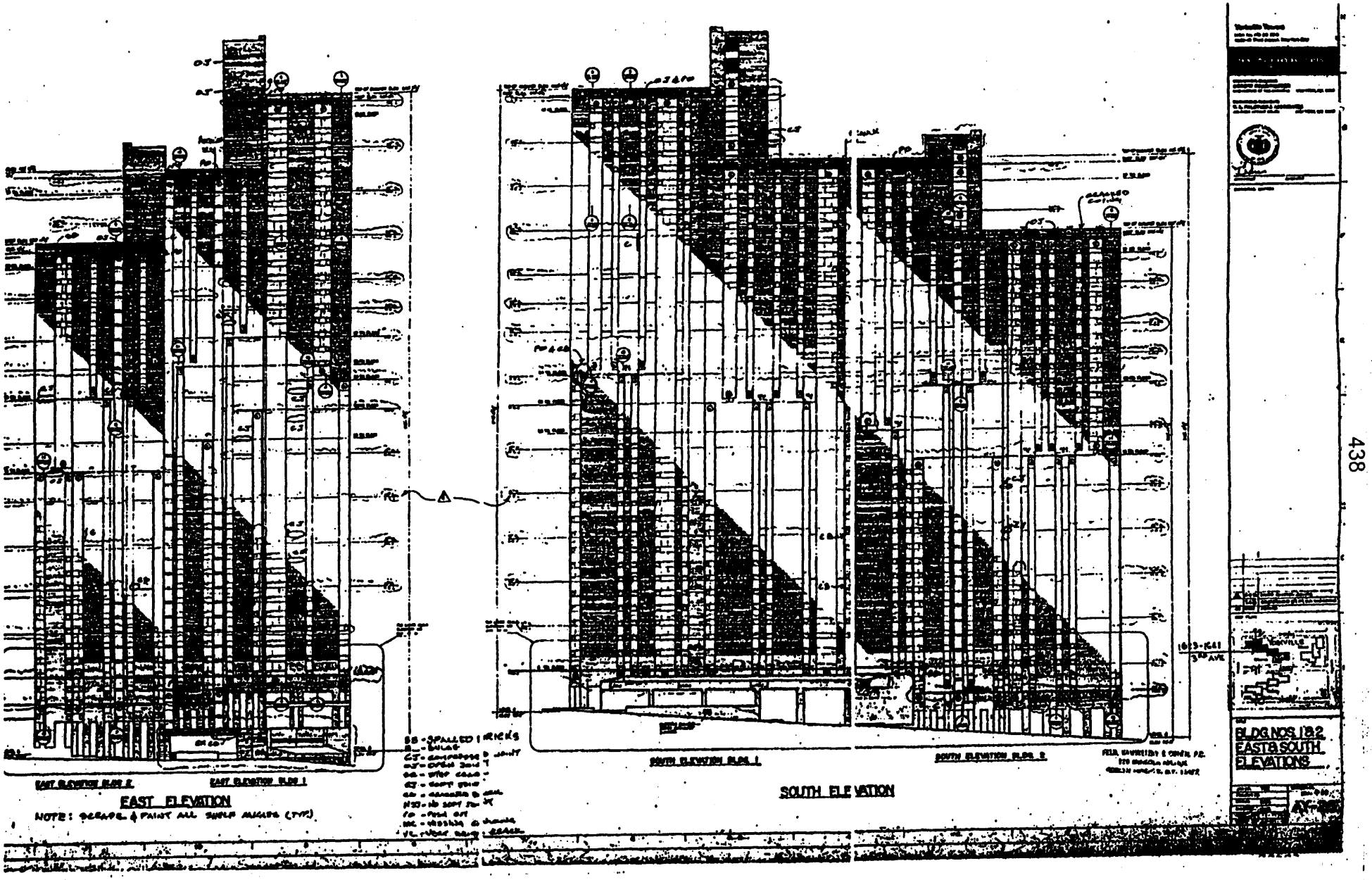
NORTH ELEVATION BLDG. 3

NORTH ELEVATION

1801 - 1819 5TH AVE.

BLDG. NOS. 3&4 WEST & NORTH ELEVATIONS

AX-28


EAST ELEVATION
NOTE: SCRAPE & PAINT ALL SHELF ANGLES (TYP)
SOUTH ELEVATION
BLDG NOS. 1 & 2
EAST & SOUTH
ELEVATIONS

# EXHIBIT C

| FELD, KAMINETZKY & COHEN, P.C.<br>CONSULTING ENGINEERS<br>125 MINEOLA AVENUE<br>ROSLYN HEIGHTS, NEW YORK 11577 | RUPPERT- YORKVILLE<br>NYC. NY.<br>EXTRACTED DETAIL. | BY AR<br>CHECKED MF<br>DATE JAN.'99 | SHEET 1 OF 4<br>FILE 98083 |
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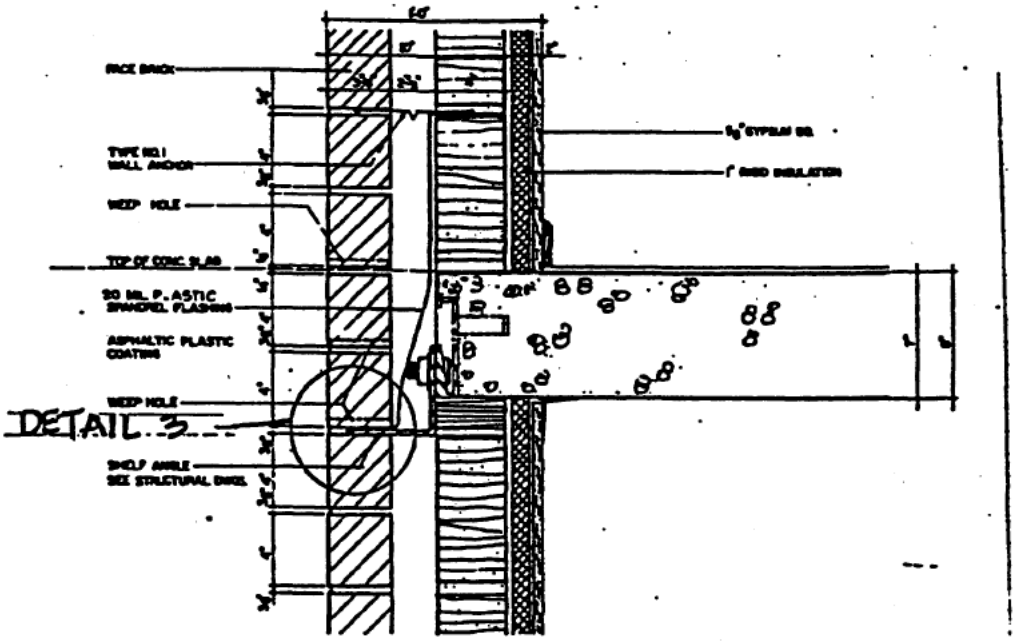


SECTION AT TYPICAL FLOOR (1)

SCALE: 3"=1'-0"

| FELD, KAMINETZKY & COHEN, P.C.<br>CONSULTING ENGINEERS<br>125 MINEOLA AVENUE<br>ROSLYN HEIGHTS, NEW YORK 11577 | RUPPERT-YORKVILLE<br>NYC. NY.<br>EXTRACTED DETAIL | BY AL<br>CHECKED MF<br>DATE JAN '99 | SHEET 2 OF 4<br>FILE 980083 |
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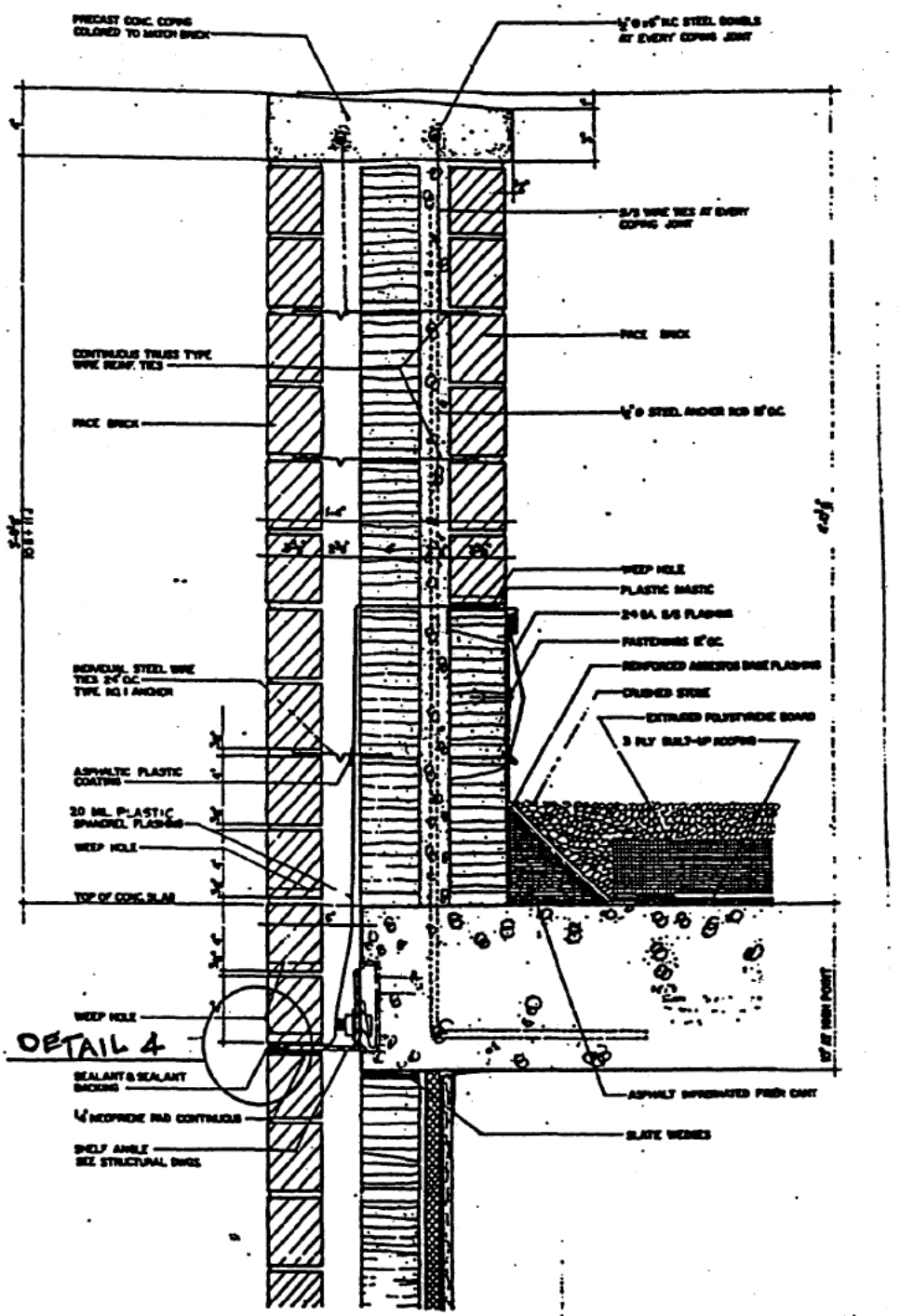


TYPICAL PARAPET DETAIL ②

SCALE 3"=1'-0"

| FELD, KAMINETZKY & COHEN, P.C.<br>CONSULTING ENGINEERS<br>125 MINEOLA AVENUE<br>ROSLYN HEIGHTS, NEW YORK 11577 | RUPPERT- YORKVILLE<br>NYC. NY.<br>EXTRACTED DETAIL | BY AR<br>CHECKED MF<br>DATE JAN '99 | SHEET 3 OF 4<br>FILE 98083 |
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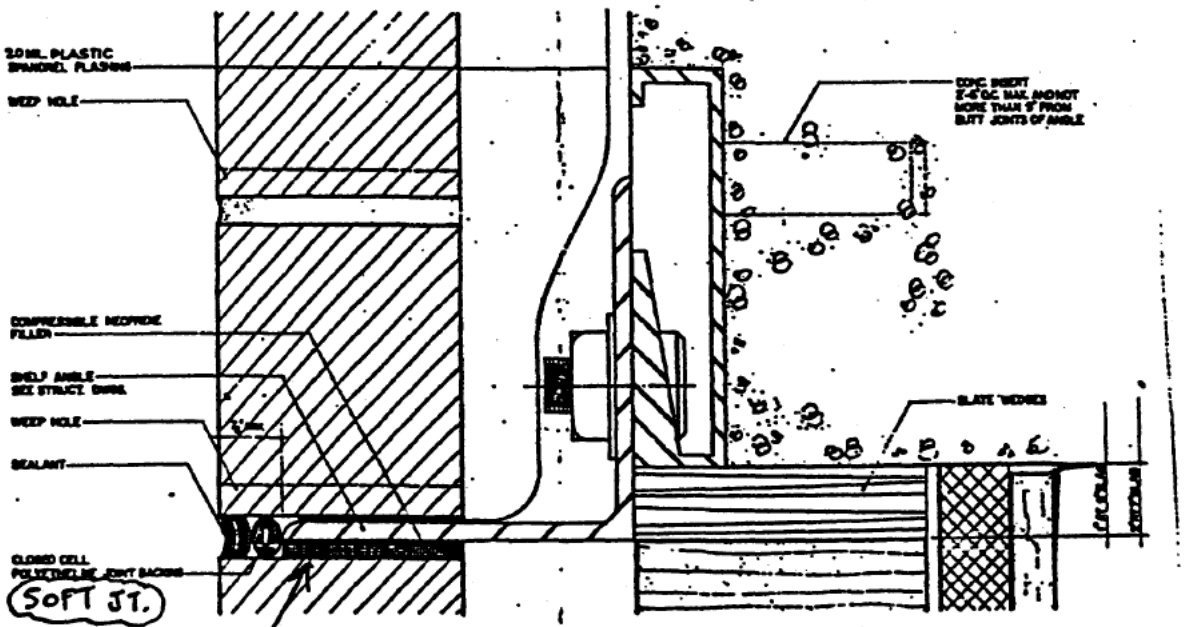
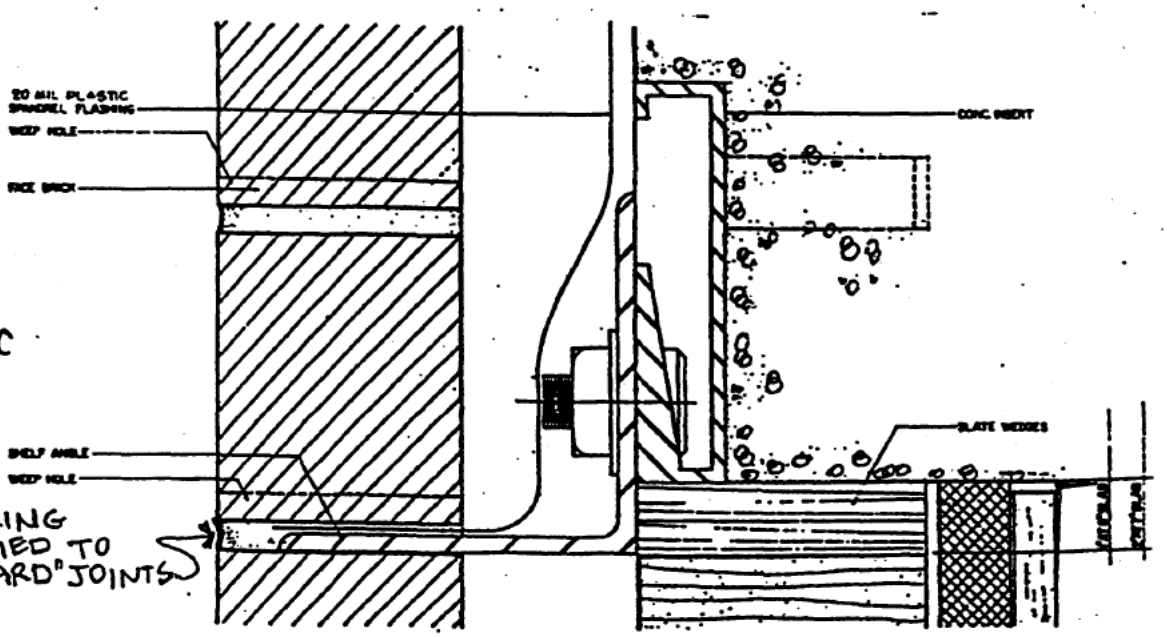



DETAIL OF BRICK AT HORIZONTAL EXPANSION JOINT (4)

(AT EVERY THIRD FLOOR)

SCALE: FULL SIZE

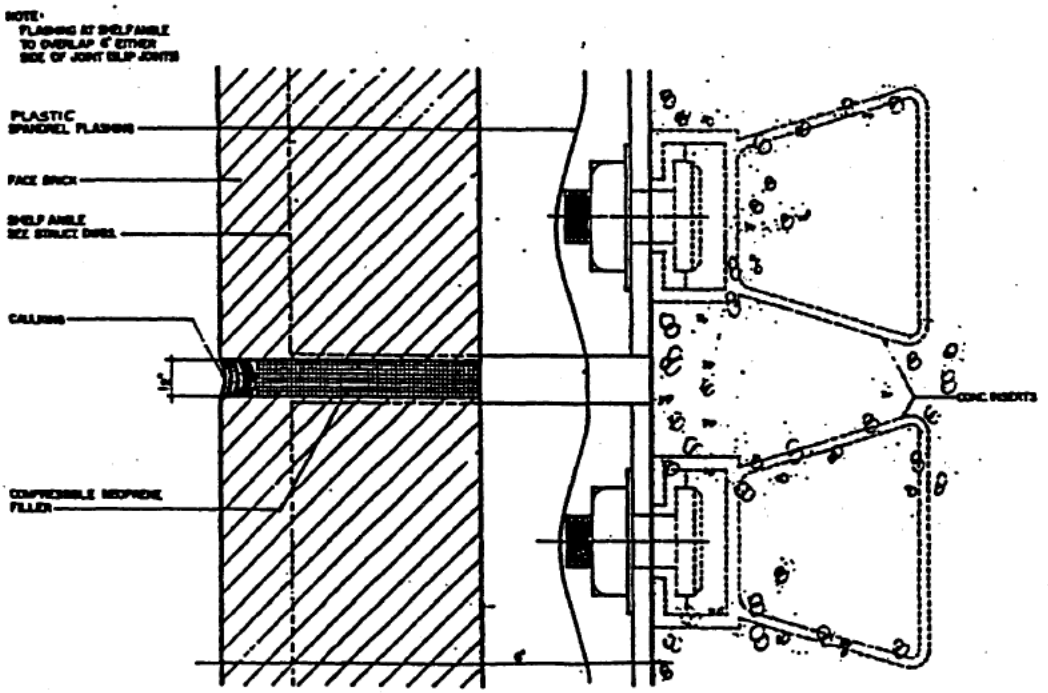
BOTTOM OF ANGLE RESTING ON BOTTOM BRICK CAUSING SPALLING OF BRICKS.




DETAIL OF BRICK JOINT AT TYPICAL SHELF ANGLE (3)

SCALE: FULL SIZE

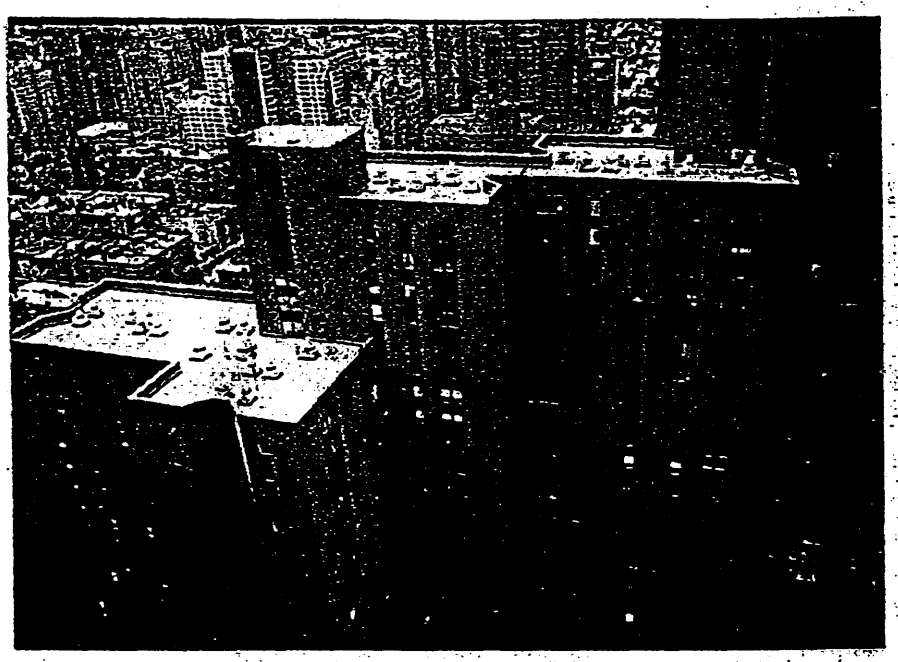
| FELD, KAMINETZKY & COHEN, P.C.<br>CONSULTING ENGINEERS<br>125 MINEOLA AVENUE<br>ROSLYN HEIGHTS, NEW YORK 11577 | RUPPERT- YORKVILLE<br>NYC. NY.<br>EXTRACTED DETAIL | BY AR<br>CHECKED MF<br>DATE JAN.'99 | SHEET 4 OF 4<br>FILE 98083 |
|---|---|---|---|




PLAN OF BRICK AT VERTICAL EXPANSION JOINT (5)

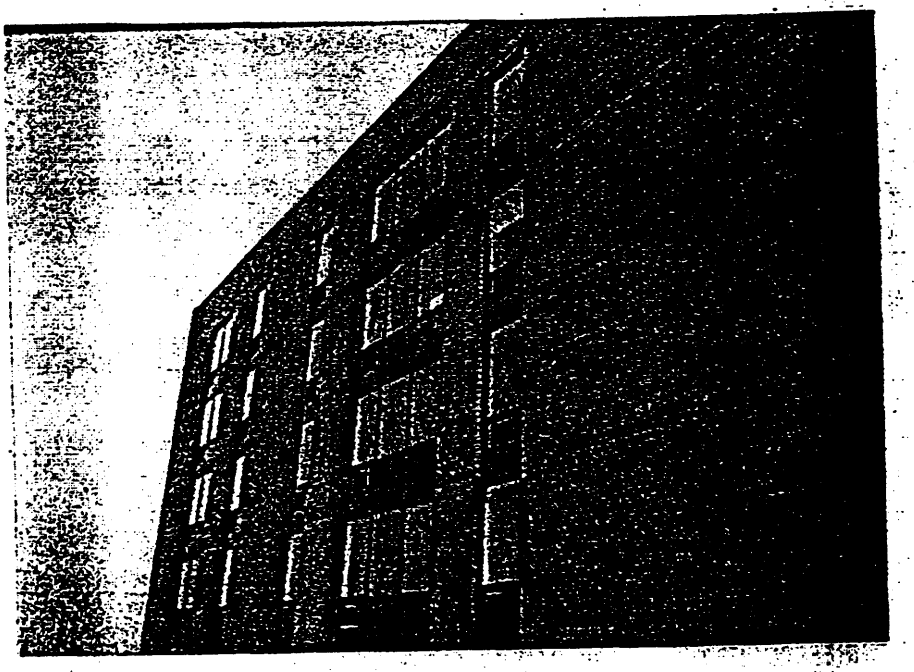
SCALE: FULL SIZE

# EXHIBIT D



P-1

P-2



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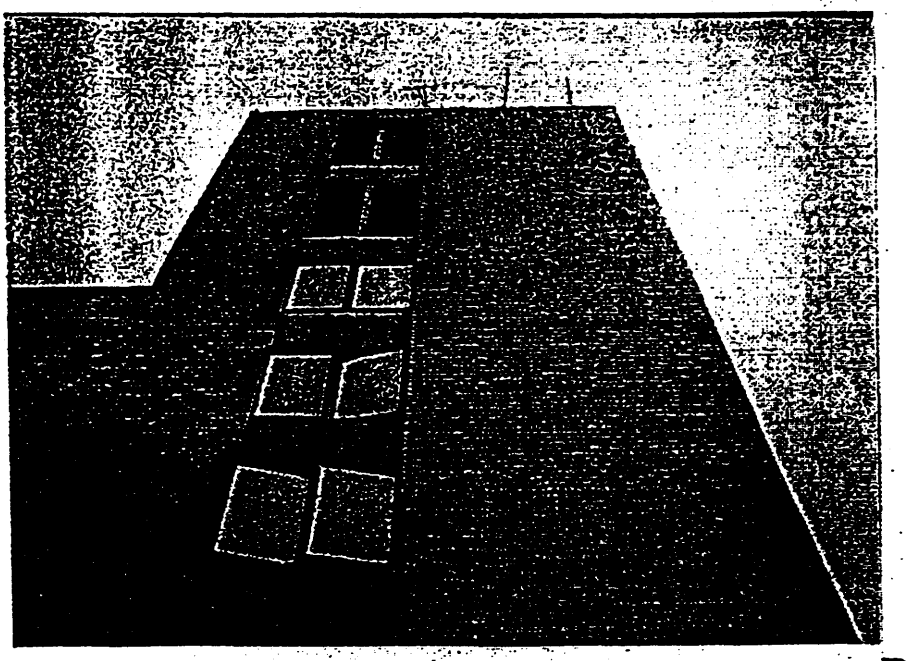

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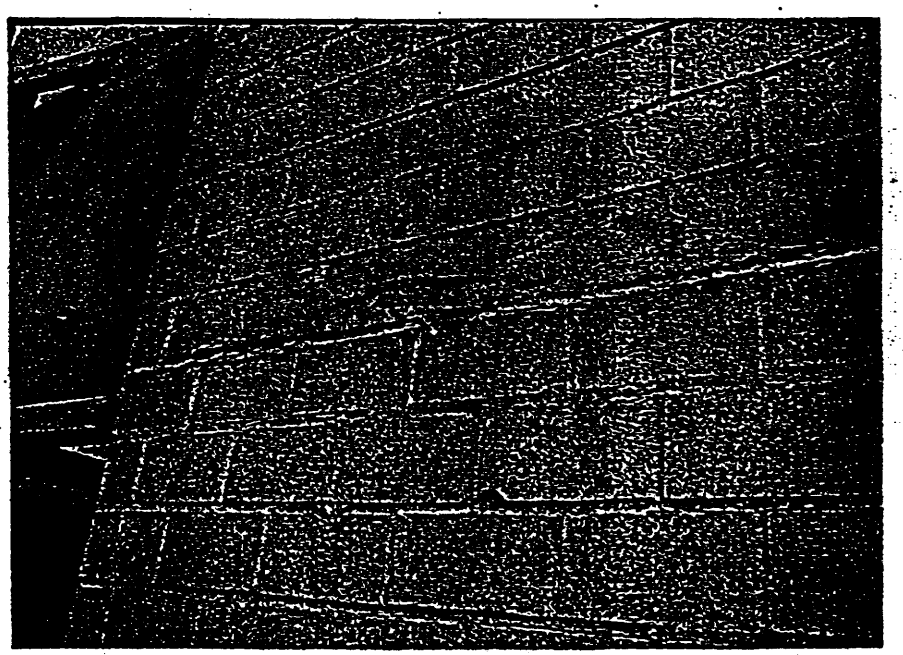
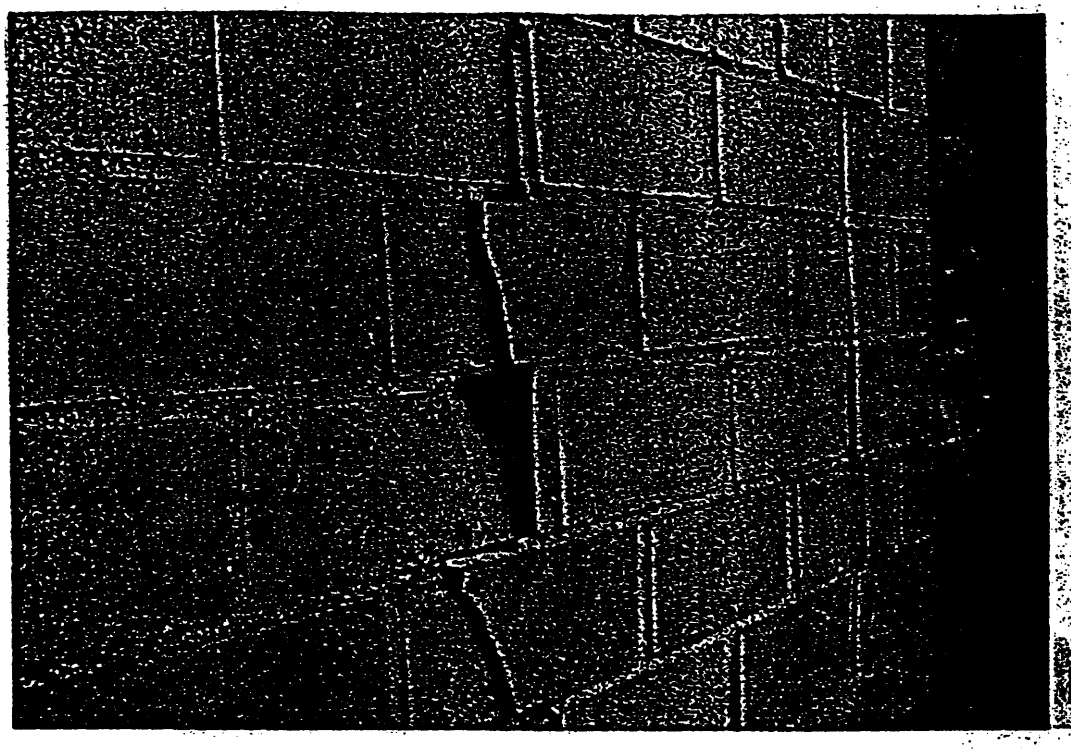


P-5

P-6



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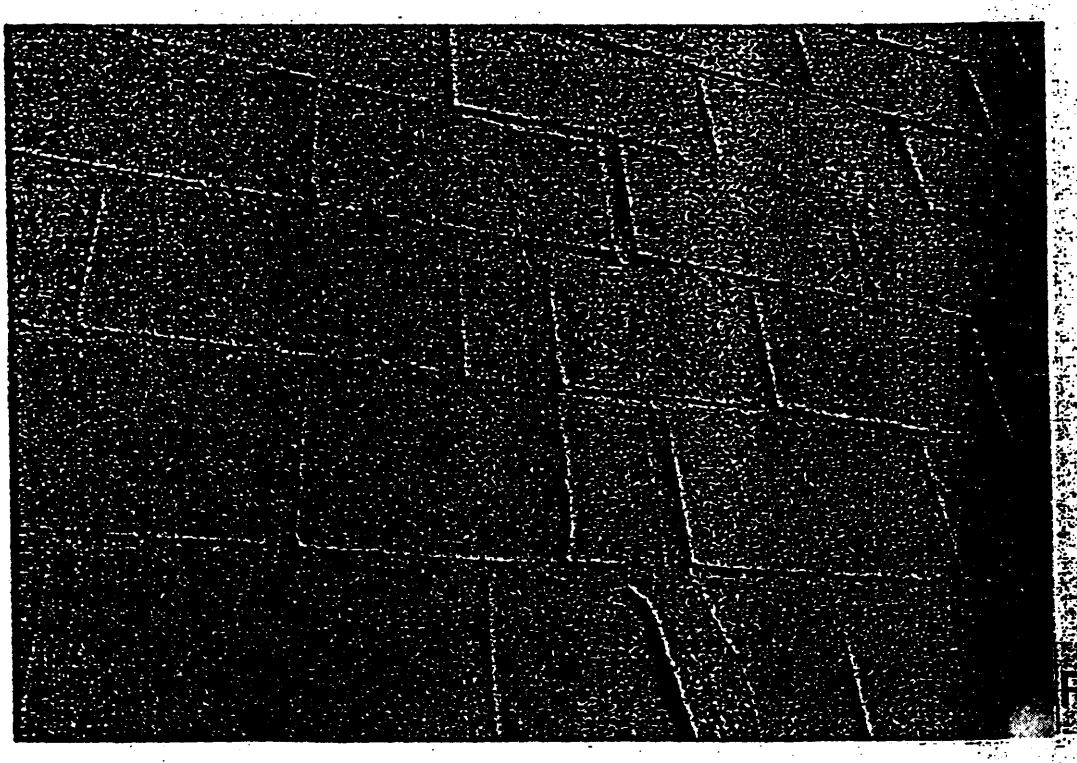

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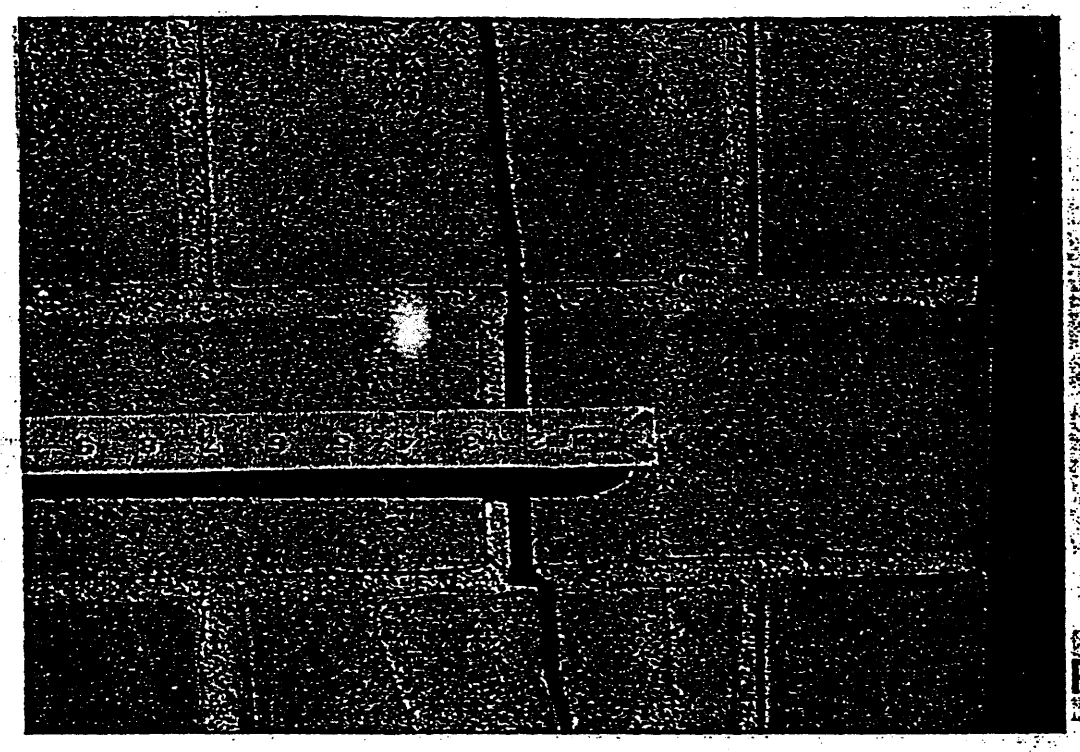

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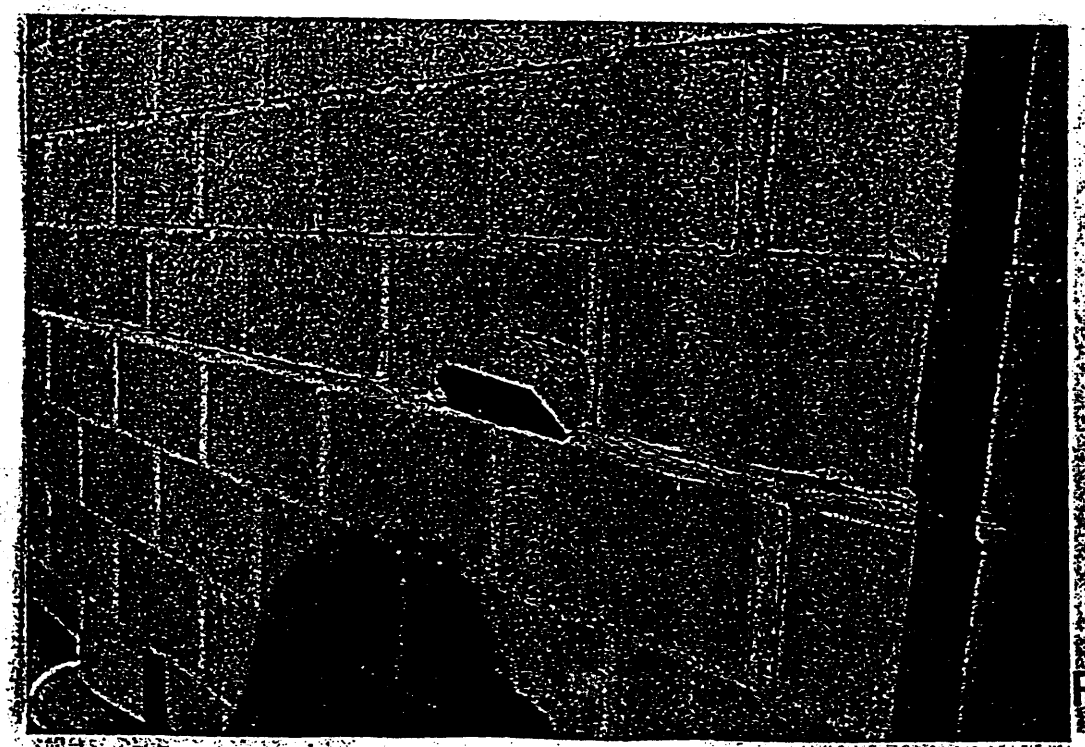

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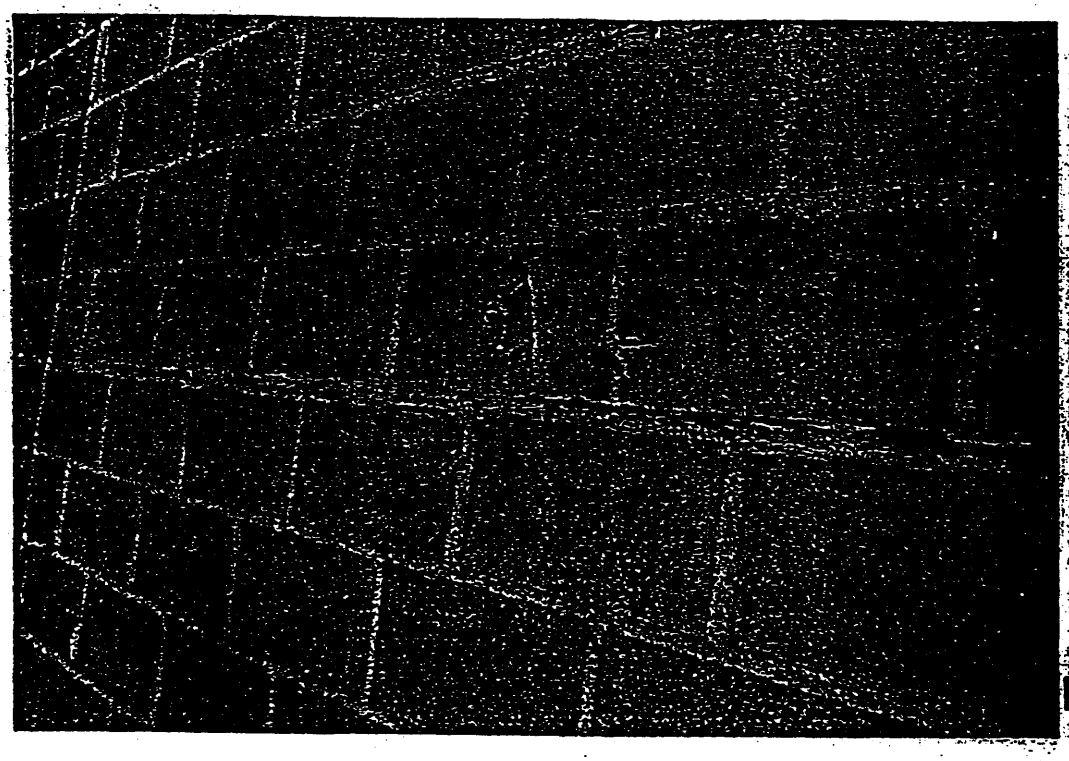

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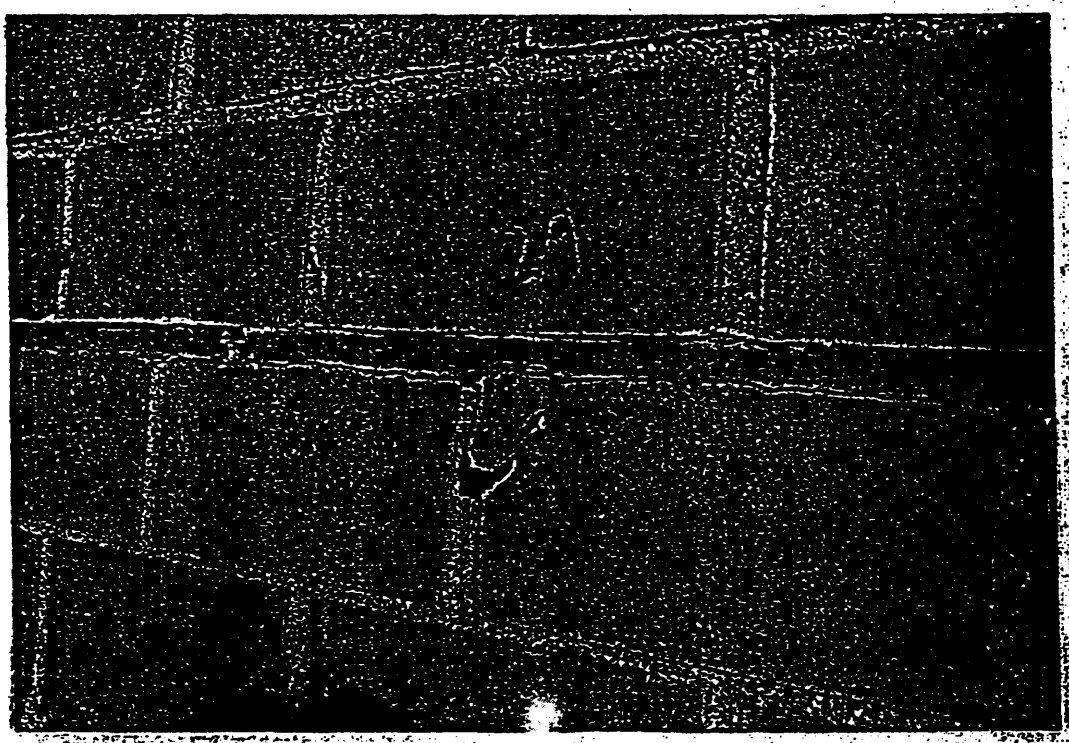

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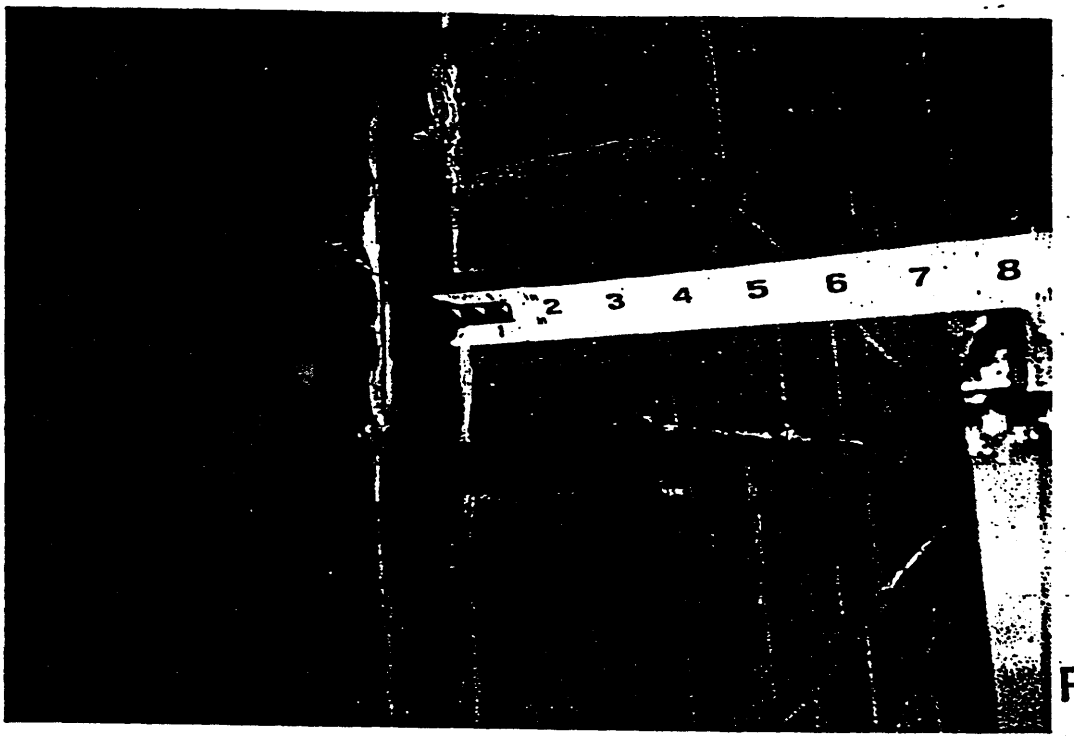
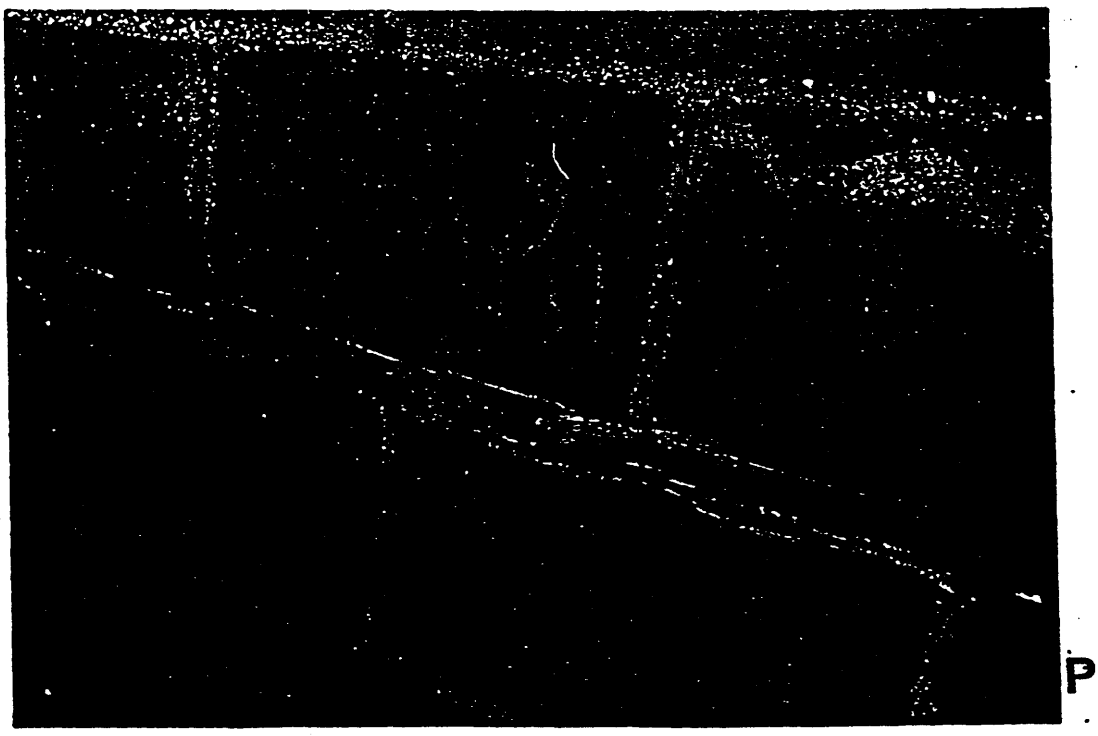



P-13



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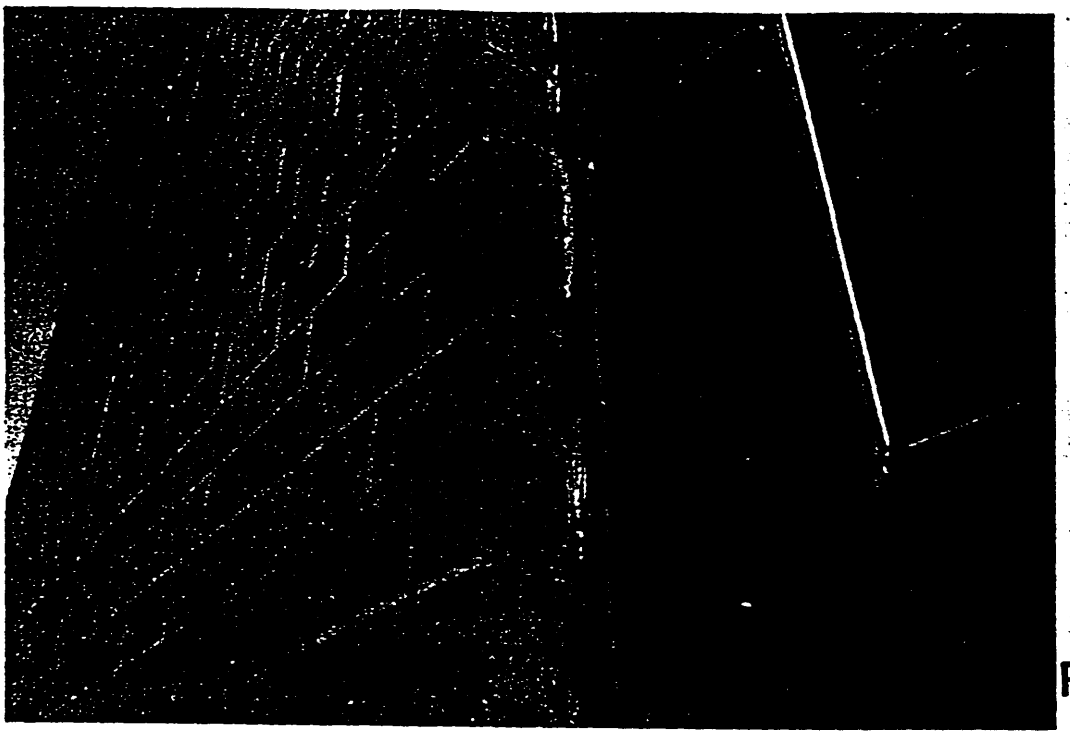
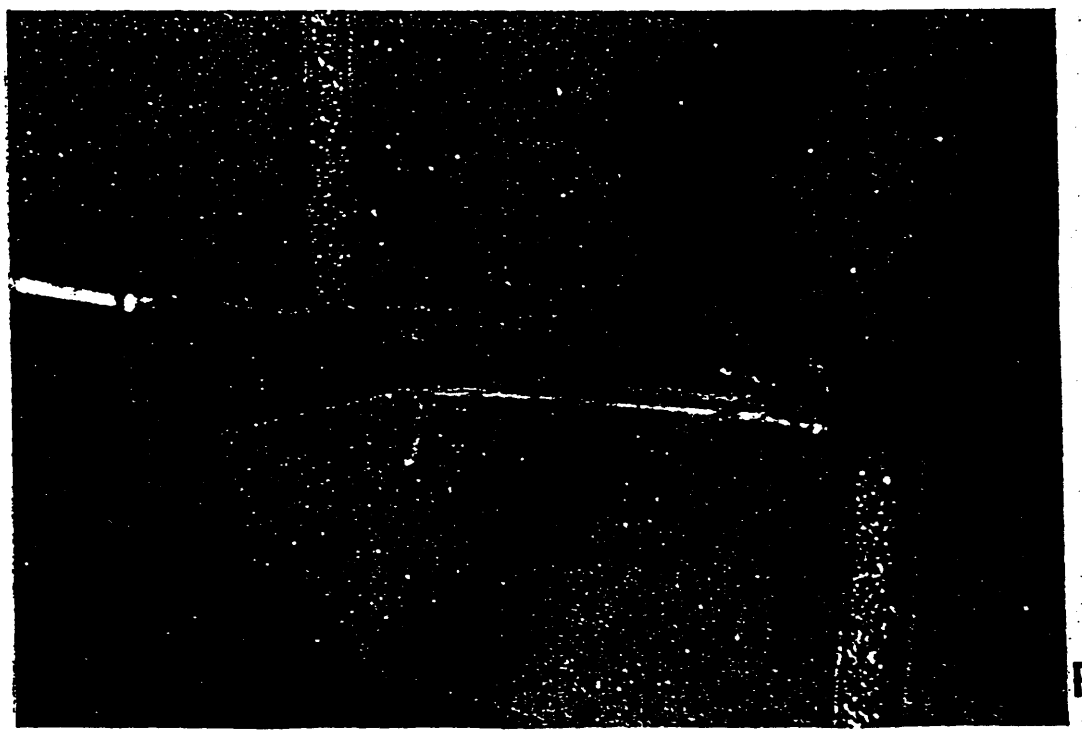


P-15



P-16

# EXHIBIT E

**FELD, KAMINETZKY & COHEN, P.C.**
CONSULTING ENGINEERS

TELEPHONE: (516) 484-4060
FAX: (516) 484-4064

## FIELD MEMORANDUM

**TO:** File 98083

**FROM:** A. Ruberto

**DATE:** June 25, 1998

**RE:** RUPPERT-YORK BUILDINGS 3 AND 4: EAST 90TH ST. & THIRD AVE.

---

A binocular survey at the above referenced building facade was performed.

All defects were recorded on elevation drawings.

AR/gf

**FELD, KAMINETZKY & COHEN, P.C.**
CONSULTING ENGINEERS

TELEPHONE: (516) 484-4060
FAX: (516) 484-4064

## FIELD MEMORANDUM

**TO:** File 98083 **WEATHER:** Clear 88°

**FROM:** A. Ruberto

**DATE:** July 14, 1998

**RE:** RUPPERT-YORKVILLE TOWERS:
FIELD CONDITION SURVEY

---

Antonio Ruberto of FKC by use of high powered binocular performed a facade survey of the north building and recorded the defects on elevations drawings. Access was provided by management to the three individual roof areas at both buildings. The masonry defects were all recorded.

Photos were taken at various building areas.

AR/aj

FELD, KAMINETZKY & COHEN, P.C.
CONSULTING ENGINEERS

TELEPHONE: (516) 484-4060
FAX: (516) 484-4064

# FIELD MEMORANDUM

**TO:** File 98083 **WEATHER:** Clear 62°

**FROM:** A. Ruberto

**DATE:** October 28, 1998

**RE:** RUPPERT/YORKVILLE: FACADE OBSERVATION

---

A scaffold drop was performed at Yorkville Towers, north facade, near the west return. Precise Inc. operated the motorized hanging 30'-0" long scaffold.

The following observations were made:

1. The window panels and a/c sleeves caulking has failed at many locations.
2. The horizontal soft joint at every 4th floor level has compressed onto the brick surface.
3. The typical horizontal joint, located between the soft horizontal joint, has failed caulking.
4. The brick head mortar joints are open at many areas.

The northwest corner at the 24th floor shelf angle has displaced bricks moving outward.

There is spalling bricks at the window jamb at the 23rd floor level.

AR/gf

**FELD, KAMINETZKY & COHEN, P.C.**
**CONSULTING ENGINEERS**

**TELEPHONE: (516) 484-4060**
**FAX: (516) 484-4064**

## FIELD INSPECTION

**TO:** File 98083 **WEATHER:** Clear 50

**FROM:** A. Ruberto

**DATE:** Wednesday, November 18, 1998

**RE:** **RUPPERT/YORKVILLE - FACADE OBSERVATION**

---

RY Management provide the hanging scaffold and one mechanic to operate the motorized scaffold.

The up close scaffold observation was performed at Yorkville Tower on the south facade near the west corner. The observation revealed the same condition as the north wall observation of October 28, 1998.

1. The window panels and a/c sleeves caulking has failed at many locations.
2. The horizontal soft points at ever 4th floor has compressed onto the brick facade.
3. The horizontal mortar joints as compressed at many areas and has caused bricks to spall.
4. The brick head mortar joints are open at moving areas.

The southwest corner at the 24th floor shelf angle has displaced bricks moving outward. There are many areas of vertical cracked bricks and spalling bricks around window jambs.

Photos were taken.

AR/aj

**FELD, KAMINETZKY & COHEN, P.C.**
CONSULTING ENGINEERS
125 Mineola Avenue
Roslyn Heights, New York 11577-2023

Telephone (516) 484-4060
Fax (516) 484-4064
E-mail fkcli@aol.com

DOV KAMINETZKY, P.E.
HAROLD R. COHEN, P.E.
MARTIN J. FRADUA, P.E.
BENJAMIN LAVON, P.E.

DR. JACOB FELD (1899 - 1975)

ANTONIO RUBERTO
IGOR V. VASSILIEV, P.E.
PERICLES C. STIVAROS, Ph.D., P.E.

November 20, 1998

FILE NO. 98083

RY Management
1619 Third Avenue
New York, N.Y. 10128

ATT: Mr. Robert Vaccarello
RE: RUPPERT/YORKVILLE TOWERS: FACADE OBSERVATION

Dear Mr. Vaccarello:

A scaffold drop observation was performed at the south facade of Yorkville Tower near the west corner on November 18, 1998.

The up close observation of the facade verified the potential hazardous condition on the 24th floor south/west corner. The bricks at this area, at both the north and west facades, have pushed out approximately 2-inches from the wall line causing step cracks and vertical cracks to occur on both facades. An area of 10'-0"± wide by 8'-0"± high on both facades should be removed and properly rebuilt.

The same potential hazardous condition has been repaired at the north/west corner on the 24th floor of the same building (Yorkville Tower). This area should be rebuilt in the same manner as the north/west corner.

This repair should be performed as soon as possible. Presently there is sidewalk bridging installed under this area which should be kept in place until the area is repaired.

Should you have any questions, please call.

Very truly yours,

FELD, KAMINETZKY & COHEN, P.C.

A Ruberto

Antonio Ruberto

AR/gf

| FELD, KAMINETZKY & COHEN, P.C.<br>CONSULTING ENGINEERS<br>125 MINEOLA AVENUE<br>ROSLYN HEIGHTS, NEW YORK 11577 | RUPPERT/YORKVILLE<br>NEW YORK, NY.<br>RUPPERT TOWER-EAST FACADE | BY AR<br>CHECKED MF<br>DATE 12-30-98 | SHEET<br><br>FILE 98083 |
|---|---|---|---|

TO: MR ROBERT VACCARELLO
c/o RY MANAGEMENT
1619 THIRD AVE.
NY. NY. 10128.

DEAR MR VACCARELLO: A SCAFFOLD DROP WAS PERFORMED AT RUPPER TOWER, EAST FACADE ELEVATION NEAR THE SOUTH CORNER OF 1601 3RD AVE BUILDING.

THE 19TH FLOOR BRICKS OVER THE OVERHANG HAVE A SLIGHT OUTWARD MOVEMENT. THERE ARE (2) TWO AREAS AT THE EAST AND SOUTH WALLS WHICH HAVE HAD BRICK REPLACEMENT, POSSIBLY AT A VERTICAL BRICK CRACK. THERE ARE OTHER BRICKS IN THE VICINITY WHICH HAVE SMALL HAIRLINE CRACKS AT THE EAST FACADE ONLY.

THEREFORE IT IS RECOMMENDED TO HAVE A TOTAL OF 9 HILTI ANCHORS INSTALLED AT THE EAST FACADE ONLY.

SEE ATTACHED SKETCHES SHEET 1 OF 2 & 2 OF 2 FOR ANCHOR LOCATIONS AND OTHER AREAS OF REPAIRS ON THE FACADE.

| FELD, KAMINETZKY & COHEN, P.C.<br>CONSULTING ENGINEERS<br>125 MINEOLA AVENUE<br>ROSLYN HEIGHTS, NEW YORK 11577 | RUPPERT/YORKVILLE<br>NEW YORK, NEW YORK<br>RUPPERT - EAST FACADE | BY AR<br>CHECKED MF<br>DATE 12-29-98 | SHEET 1 OF 2<br>FILE 98083 |
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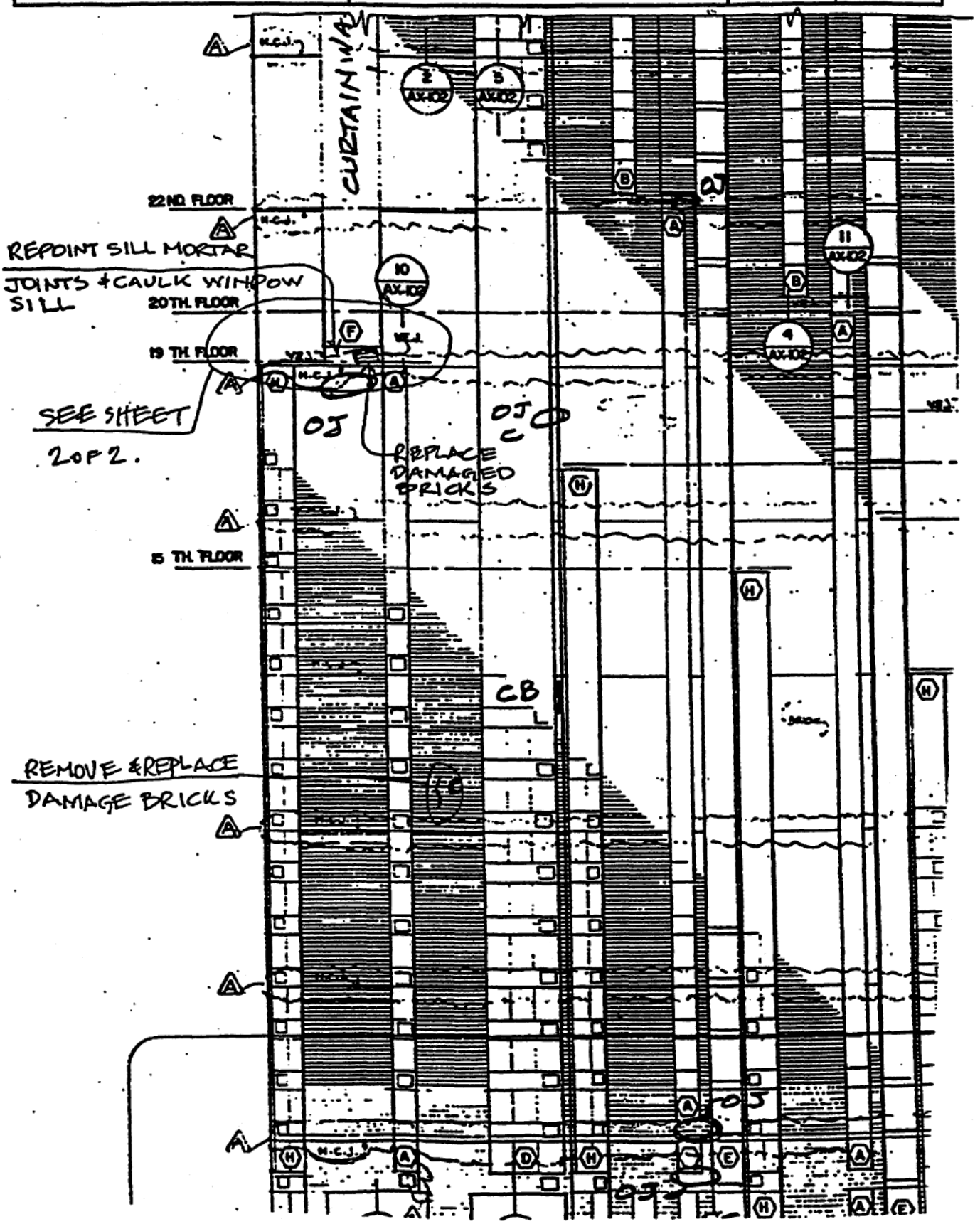

| FELD, KAMINETZKY & COHEN, P.C.<br>CONSULTING ENGINEERS<br>125 MINEOLA AVENUE<br>ROSLYN HEIGHTS, NEW YORK 11577 | RUPPERT/YORKVILLE<br>NEW YORK, NEW YORK<br>RUPPERT-EAST FACADE | BY AR<br>CHECKED MF<br>DATE 12-29-98 | SHEET 2 OF 2<br>FILE 98083 |
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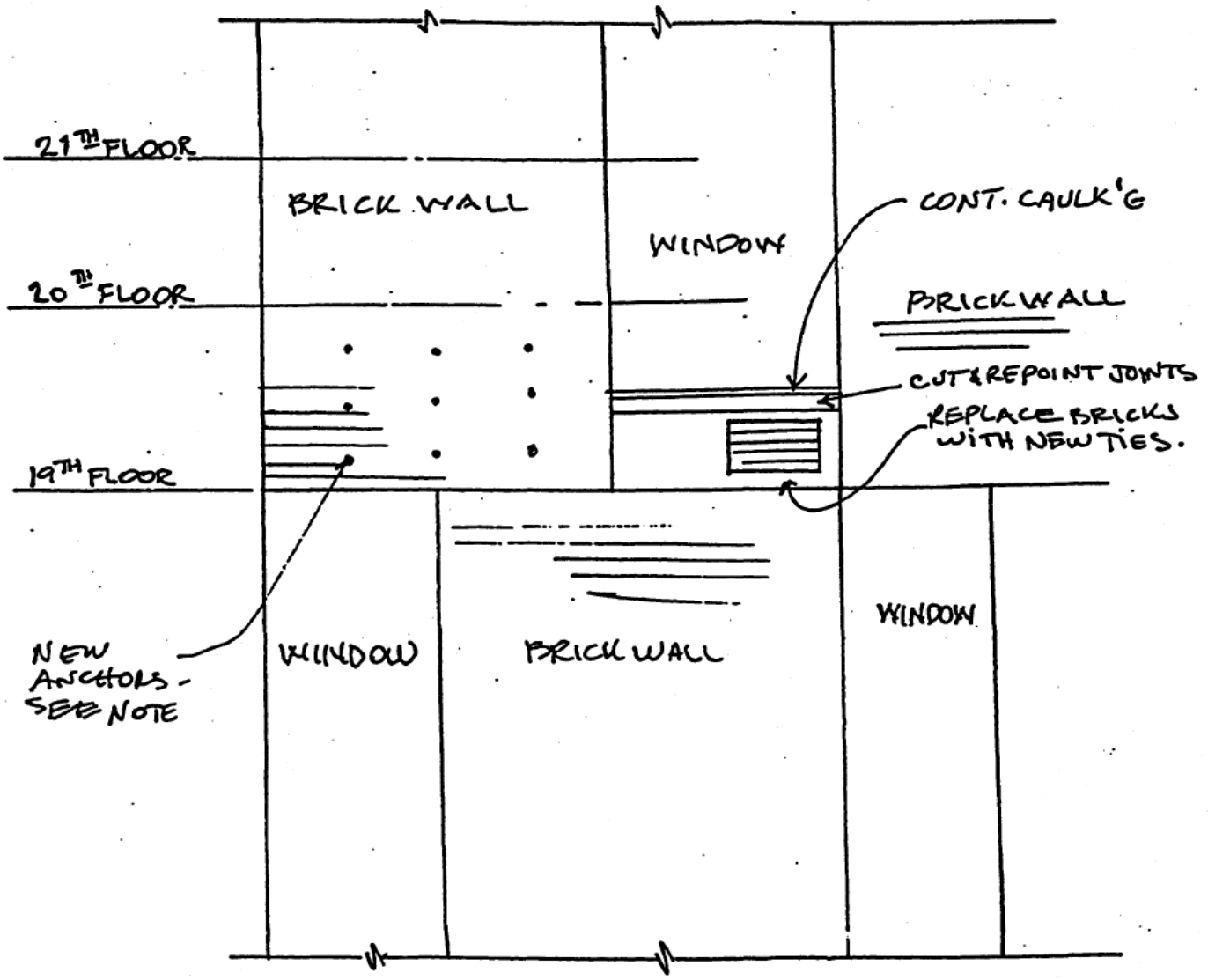


# PART EAST ELEVATION

NOT TO SCALE

NOTE: NEW ANCHORS SHALL BE 3/8" DIA. THREADED ROD, 8" LG HILTI EPOXY CAPSULE, EQUALLY SPACED AS SHOWN RECESS RODS 3/8" INTO BRICK MORTAR JOINTS AND CLOSE WITH NEW MORTAR AFTER INSTALLATION.

| FELD, KAMINETZKY & COHEN, P.C.<br>CONSULTING ENGINEERS<br>125 MINEOLA AVENUE<br>ROSLYN HEIGHTS, NEW YORK 11577 | RUPPERT/YORKVILLE<br>NEW YORK, NEW YORK<br>RUPPERT-EAST FACADE | BY AR<br>CHECKED MF<br>DATE 12-29-98 | SHEET 2 of 2<br>FILE 98083 |
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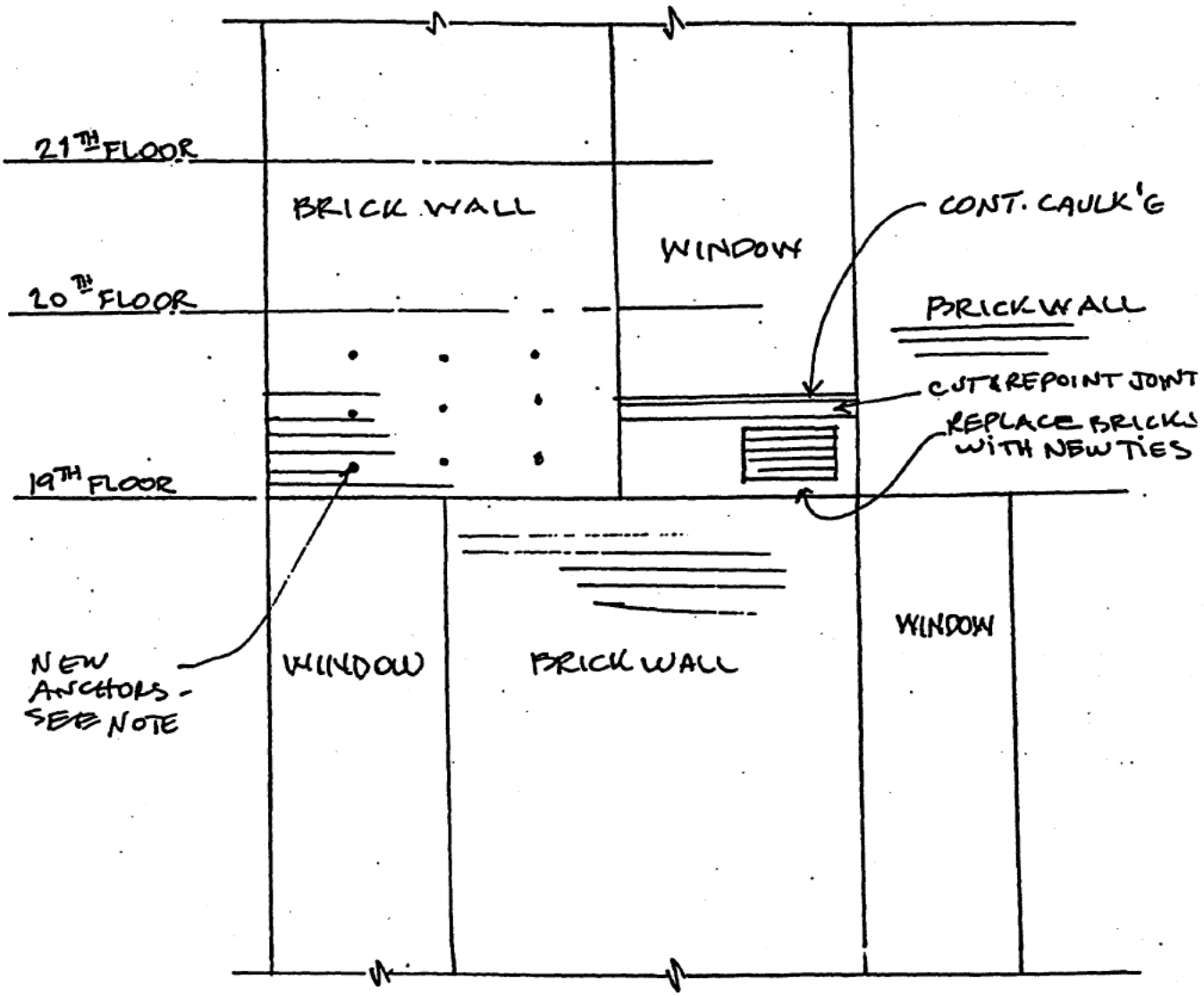
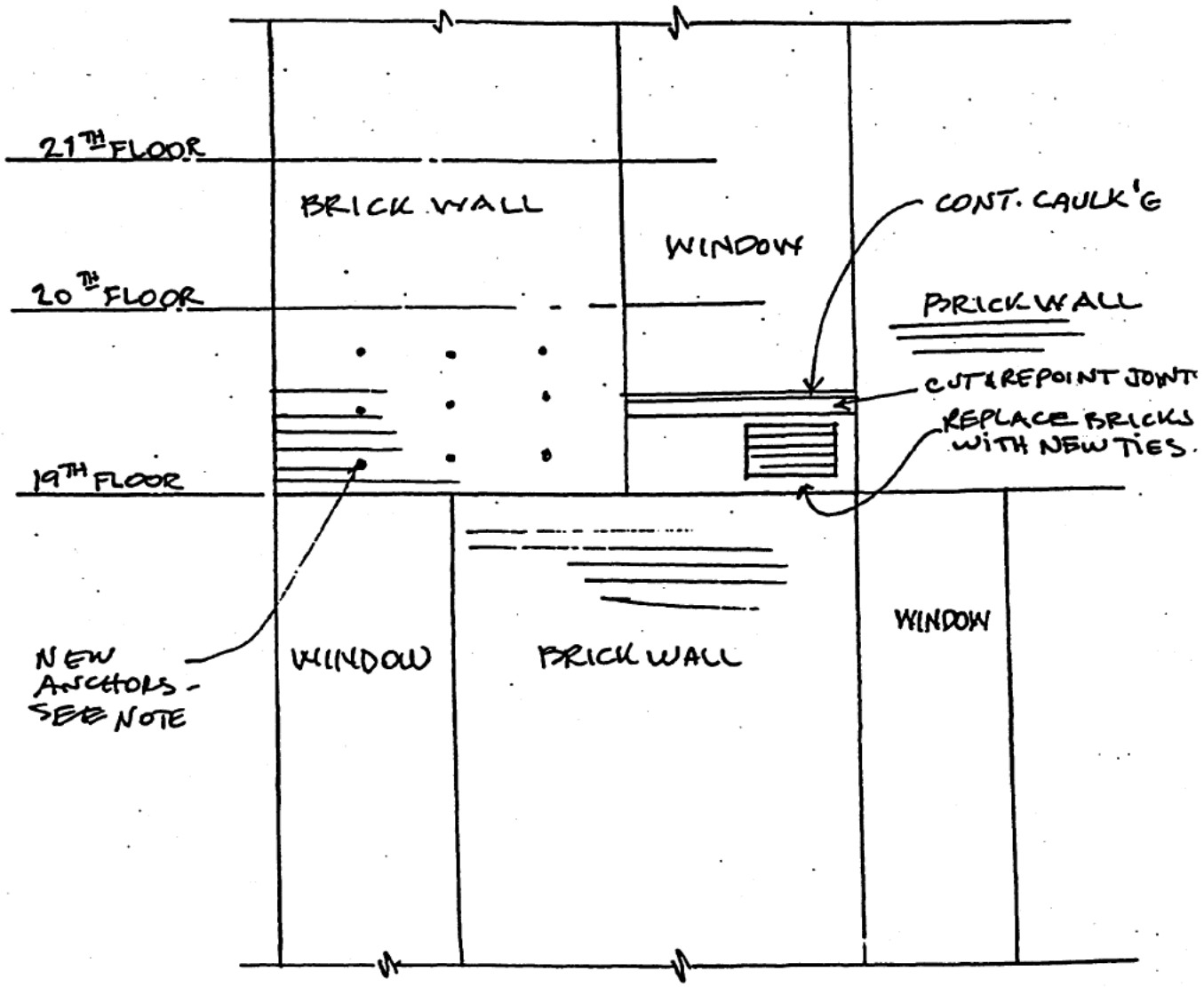



# PART EAST ELEVATION

NOT TO SCALE

NOTE: NEW ANCHORS SHALL BE 3/8" DIA. THREADED ROD, 8" L HILTI EPOXY CAPSULE, EQUALLY SPACED AS SHOWN RECESS RODS 3/8" INTO BRICK MORTAR JOINTS AND CLOSE WITH NEW MORTAR AFTER INSTALLATION.

| FELD, KAMINETZKY & COHEN, P.C.<br>CONSULTING ENGINEERS<br>125 MINEOLA AVENUE<br>ROSLYN HEIGHTS, NEW YORK 11577 | RUPPERT/YORKVILLE<br>NEW YORK, NEW YORK<br>RUPPERT-EAST FACADE | BY AR<br>CHECKED MF<br>DATE 12-24-98 | SHEET 2 OF 2<br>FILE 98083 |
|---|---|---|---|




# PART EAST ELEVATION

NOT TO SCALE

NOTE: NEW ANCHORS SHALL BE 3/8" DIA. THREADED ROD, 8" L
HILTI EPOXY CAPSULE, EQUALLY SPACED AS SHOWN
RECESS RODS 3/8" INTO BRICK MORTAR JOINTS AND
CLOSE WITH NEW MORTAR AFTER INSTALLATION.

## SUMMARY SECTION FROM FKC REPAIR SPECIFICATIONS

## (DOCUMENT NUMBER 1 CONTINUED)

# SECTION 01010 - SUMMARY OF WORK

## PART 1 - GENERAL

### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. The work of this Contract generally includes, but is not necessarily limited to, the following repairs to exterior walls and building elements including:
   1. Horizontal control joint repairs.
   2. Shelf angle repairs.
   3. Face brick repairs at parapets and splays.
   4. Lintel repairs.
   5. Coping stone replacement and resetting.
   6. Brick sill repair.
   7. Defective brick repair.
   8. Vertical expansion joint repair.
   9. Sealing of joints at window panels.
   10. Sealing at joints of A/C sleeves set-in brick.
   11. Sealing of brick control joints.
   12. Repointing of defective brick mortar joints.
   13. Installation of adhesive anchors.
   14. Off-site disposal of all removed materials.
   15. All other work necessitated by these operations and all other work called for by the Contract Documents.

B. The work of this project shall be constructed under one Prime Contract. It encompasses two highrise buildings, each building being divided into two parts by an expansion joint that passes through the entire structure.
   1. The exact address of the Yorkville Tower is 1623-1641 Third Avenue.
   2. The exact address of the Ruppert Tower is 1601-1619 Third Avenue.

C. Work of this Contract shall be phased over 365 calendar days. Contractor to provide an initial schedule of the work reflecting that time is of the essence. The Contractor shall provide sufficient manpower, equipment and material in order to complete all work within 365 calendar days of notice to proceed. The Contractor shall coordinate the work schedule with the Management Company.

D. Drawings
   1. Elevation drawings A-5 through A-8 have been included in the Contract Documents for information purposes only. They are copies of the original elevation drawings from 1972 and have been reviewed by the Engineer. They contain some original detail references for which no original construction details are included.
   2. The location and detail references to the repairs on Drawings A-1 through A-4 for some of the work of this Contract have been noted on the elevation drawings. These references serve to generally illustrate the scope and extent of the Work of the Contract. The Contractor should use the Schedule of Values in the Proposal as the complete description of the extent of the work of this Contract.
   3. The exact location of the applicable work items in the Schedule of Values will be determined by the Engineer at the beginning of each drop and will be marked on the

building at that time.

1.02 PERMITS

A. The Contractor shall pay, obtain and display building permits. All work shall be performed in accordance with the rules and regulations of the New York City Building Code and other applicable governmental authorities.

B. Other permits, licenses and fees, as required by local ordinance, shall be obtained by Contractor at no cost to the Owner. They shall be kept at the job site at all times for inspection by agencies having jurisdiction.

C. Permits, Licenses, and Certificates: For the owner's records, submit two copies to the Engineer of all permits, licenses, rigging permits, certifications, inspection reports, releases jurisdictional settlements, notices, receipts for fee payments, judgements, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

1.03 WORK SEQUENCE

A. Construction work shall commence within ten days of notice to proceed. Work shall proceed uninterrupted to completion.

B. The Contractor is advised that all spalls, chips, loose and hazardous materials must be removed immediately from all facade surfaces within the thirty days after having received the Notice to Proceed, in compliance with the requirements of Local Law 11. The cost of this work must be included in the lump sum bid.

C. Masonry repair, sealant installation and paint application are weather-sensitive repairs. They shall not be performed during the period from December 15 to March 15.

1.04 CONTRACTOR'S USE OF THE PREMISES

A. During the progress of the Work the Owner will have his facilities fully occupied and under operation, the activities of which may influence the operations of this Contract. The Contractor is held to have fully informed himself in this regard. No adjustments to the Contract sum will be permitted as a result of the Owner's normal activities. Contractor shall strictly adhere to the Owner's regulations.

B. Contractor shall limit his use of the premises for work and for storage to allow for:
   1. Compliance with regulations regarding Fire Lanes and Fire Exits.
   2. The Owner's use of the premises free from obstruction.
   3. Construction or operations by Owner or other contractors.

C. All access to the facades shall be from the scaffold and hoists.

D. Superintendents: Provide a minimum of one full-time, English-speaking working foreman with a roving superintendent who shall be at the site daily and is on call when requested by the Engineer or the Owner during all times of work.

END OF SECTION 01010

## 2001 FKC SUPPLEMENTAL FACADE REPORT

## (DOCUMENT NUMBER 1 CONTINUED)

# SUPPLEMENTARY REPORT

ON

# RUPPERT YORKVILLE TOWERS
## NEW YORK, N.Y.

REGARDING

- CURRENT REPAIR PROGRAM
- EVALUATION OF LAWLESS & MANGIONE PHYSICAL CONDITION SURVEY REPORT OF JULY 2, 2001

FOR

## R.Y. MANAGEMENT
## 1619 THIRD AVENUE
## NEW YORK, N.Y. 10128

PREPARED BY


## FELD, KAMINETZKY & COHEN, P.C.
CONSULTING ENGINEERS
125 MINEOLA AVENUE
ROSLYN HEIGHTS, N.Y.11577


ILE NO. 01133 DECEMBER 14, 2001

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D. **APPENDIX**

Exhibit A: Design & Control of Concrete Mixtures, Chapter 13 (Volume Changes). PCA, 12th Edition.
Exhibit B: Brick and Tile Engineering, Harry S. Plummer, Excerpts.
Exhibit C: "Observations and Recommendations" Sections "A - Exterior Walls" and "B - Estimate of costs for masonry repairs and waterproofing" of Lawless & Mangione Report.

## A. SUMMARY

### 1. Introduction

This report is made at the request of R. Y. Management as managing agent for Yorkville Towers Associates, Limited Partnership ("Sponsor") with respect to the exterior walls of the Ruppert Towers and Yorkville Towers. Both buildings are high rise residential structures located between East 90th and East 92nd Street on the east side of Third Avenue. The repair process began in 1998 with the "Observation Report of Exterior Walls", prepared by Feld, Kaminetzky & Cohen, P.C. (FKC), dated February 10, 1999 (the "1999 FKC Facade Report"), describing facade deficiencies, proposed repairs and an opinion of probable costs for the repair of both Ruppert and Yorkville Towers. It was followed by the preparation of contract documents, consisting of drawings and specifications, dated December 12, 2000 ("FKC Facade Rehabilitation Repair Specifications"), for facade restoration for the purpose of soliciting bids to perform the repair work. Bidding took place in January-February of 2001. A successful bidder, Sentry Contracting, Inc., has been identified and a contract (the "Sentry Contracting Contract") has been executed subject to obtaining the approval of the Department of Housing, Preservation and Development ("HPD"). Construction work has begun in a limited fashion based on a Letter of Intent.

During the same time frame, a proposed condominium offering plan ("Red Herring") was submitted to the Department of Law and distributed to tenants of Ruppert and Yorkville Towers. The Ruppert Yorkville Tenants Association retained Lawless & Mangione, Architects and Engineers, LLP, in joint venture with John J. Flynn, Consulting Engineers, to perform a "Physical Conditions Survey and Evaluation of Ruppert Yorkville Towers" (the "L&M Report"). The L&M Report is dated July 2, 2001.

### 2. Purpose and Scope

R. Y. Management has asked FKC to review the deficiencies and recommendations regarding the exterior walls that are presented in the L&M Report and to prepare comments on the relevance of their repair program for the exterior walls. A copy of the relevant sections of the L&M Report (pages 2 through 35) are annexed hereto as Exhibit C. The portions of the Physical Conditions Survey and Evaluation that deal with the windows and spandrel panels, site components and systems, mechanical systems and electrical systems are not part of this review.

3. **Conclusions**

The building is in need of major facade repair as described in the 1999 FKC Facade Report, the FKC Facade Rehabilitation Repair Specifications, and this report. Repairs have been designed by FKC and are part of the FKC Facade Rehabilitation Repair Specifications, issued on December 12, 2000.

Once the repairs are made they will relieve the masonry stresses caused by moisture movement of the brick, shrinkage of the concrete, creep in the concrete frame, thermal movement of the masonry and differences in expansion of the various materials used in the construction.

The Sentry Contracting Contract provides for a contract price of $2,670,355. The Sentry Contracting Contract covers the FKC Facade Rehabilitation Repair Specifications. Since the time of the initial survey of existing conditions in Spring-Summer of 2000, the extent of the damage has increased by about fifteen percent. We now estimate the cost of repairs at $3,070,908. This sum is sufficient to repair the two buildings, except for two items: (1) the cost of replacement bricks at an estimated cost, as provided below, of $255,000, and (2) the cost of engineering services during construction including meetings and field inspection at an estimated cost of $130,000. The result will be a total estimated repair cost of $3,456,000. The Lawless & Mangione report recommendations contain an excess of quantities of repair, duplication of repair work, and high unit prices. The budget of $13,119,940 is overstated.

4. **Recommendations**

Lawless & Mangione should perform their own independent cost evaluation. Projecting the Rosenbaum and FKC repair estimates and then adding the two arbitrarily together along with Flynn's current estimate of cost gives an incorrect representation of the facade repair work since combining all three will result in work duplication. We recommend that Lawless & Mangione use as their basis the FKC Facade Rehabilitation Project Specifications and real contract costs based upon the Sentry Contracting bid documents received to either increase or decrease the scope of work items.

5. **Personnel**

This study was conducted under the direct supervision of Martin J. Fradua, P.E., Vice President of the firm of Feld, Kaminetzky & Cohen, P.C. The Project Architect for this study was Judith Zuckerman, who has performed past condition surveys and prepared plans and construction documents for the facade rehabilitation project.

## B. GENERAL DESCRIPTION OF THE BUILDINGS

### 1. Location

Both tower buildings are located within a Manhattan super block that spans between East 90th and East 92nd Street along the east side of Third Avenue. Ruppert Tower's street address is 1601-1619 Third Avenue and Yorkville Tower's street address is 1623-1643 Third Avenue.

### 2. Type of Construction

Both buildings were built during 1974. They are constructed of cast-in-place reinforced concrete floors supported by reinforced concrete columns. Exterior facade walls are a cavity wall construction consisting of brick masonry veneer supported at each floor level by steel shelf angles anchored to the edge of the concrete spandrel. The shelf angle is flashed with membrane waterproofing at every level. At every fourth floor is a horizontal soft joint to permit building facade moisture expansion and building frame contraction. There is an inner back-up wall consisting of 4 inches wide concrete masonry units that rests on the top of each floor slab along its edge. Between the brick and block is a 2 to 3 inches wide cavity that extends from the foundation wall to the top of the parapet. The outer brick veneer is tied to the inner block wall with masonry anchors. A 3'-6" high parapet wall of solid masonry construction encloses the perimeter of the roofs, and the parapet is capped by pre-cast concrete coping stones.

Visually the buildings appear to be divided into three parts because there are three different roof heights per building. Ruppert is the shorter building, containing roofs above the 24, 29 and 34 stories. Yorkville, the northernmost building, contains roofs above the 32, 37 and 42 stories. However they are structurally divided into two parts. There is a vertical expansion joint in each building which starts below grade and extends up the brick masonry wall, across the concrete roof slab, and down the masonry wall on the other side of the building. One elevator bulkhead serves each third of the building.

The footprint of these buildings is unique in that the exterior walls change directions approximately 20 times. They meet and close together. The walls form a right angle each time they change direction. This configuration has led to a variety of apartment layouts with different exposures and a window at the end of each corridor. The facade also has a metal curtain window wall system with an air conditioner sleeve featured.

One specific configuration of the building walls that is not apparent in the footprint is 5 feet wide recess in the wall that starts at the 4th floor and continues up to either

the 18th, 20th 22nd and 24th floors of the Ruppert building or the 23rd, 25th, 27th and 29th floors of the Yorkville building. Above these floors, the recess is eliminated by the creation of a diagonal wall connecting the inner corner of the recess to the plane of the building wall. A small triangular-shaped roof that is edged in a custom brick shape is formed at the top of the recess. This architectural element is called the "splay" by the original design architects for the building. It is constructed as either a double splay where the recess occurs in the middle of the wall or a single splay where the recess is at the end of wall that forms an interior right angle with another wall.

Another unique configuration is the chamfer corner at the external building corners. This feature starts at the 4th floor and continues upward to the 13th, 15th, 17th and 19th floors at the Ruppert building ar to the 18th, 20th 22nd and 24th floors at the Yorkville building. Most of the diagonal wall contains a column of windows except for a custom brick shape that forms the 8 inches wide masonry jamb at each side of the window. Above the chamfer the wall cantilevers out to form a right angle.

The windows consist of an aluminum framed insulating glass panel set over a solid aluminum panel containing an air conditioning sleeve. The windows portion is a center pivot. The windows panels are arranged one on top of the other, creating what visually appears to be a long column of aluminum. Considerable variety in window columns has been achieved by the original Architects. Some of the window columns extend upwards from the 3rd floor and are offset once, usually about half way up the facade, at each elevation. Others either start at the 3rd floor and extend to the mid-point of the wall or start at the top floor and end at the mid-point of the wall.

## C. DISCUSSION

### 1. Current Repair Program

The Facade Rehabilitation Repair Specifications (December 12, 2000) prepared by FKC address the facade problems described below. These problems are typical of many New York City buildings which have been successfully repaired with specifications similar to those prepared by FKC.

In general, the Ruppert and Yorkville buildings were designed and constructed at the same time with the similar building and facade construction details and exhibit similar distress conditions. This report section discusses both tower buildings together, since the facade conditions are typical of each building. However, one should bear in mind that the Yorkville Towers display a greater amount of deterioration due to the fact that it is taller than Ruppert Towers and the upper portions of its facade is more exposed to the wind and weather.

a. **Causes of Masonry Distress**

The damage of the exterior brick facade is primarily due to the normal volume changes of the bricks, as well as the creep and shrinkage of the supporting concrete frame. These are normal processes that all buildings of this type of construction undergo. The opposing forces of the brick expansion and the concrete contraction caused excessive compressive forces within the brick veneer resulting in cracking and spalling of the bricks typically at the floor levels where expansion joints became ineffective over time.

Brick masonry absorbs moisture naturally and irreversibly expands in both the vertical and horizontal directions. The moisture expansion of the brick is not reversible and will not return to its original size. On the other hand, the concrete frame creeps under its own vertical gravity load and shortens as it decreases in volume. The concrete also shrinks as it cures due to moisture evaporating and it too results in concrete frame shortening. Most of the concrete shrinkage usually occurs during the first six months of the life of the structure. The concrete creep and shrinkage also are not reversible effects. Most of the concrete shrinkage usually occurs during the first year of the life of the building with over ninety percent completed in the first five years, but the creep effect continues indefinitely but at a decreasing rate.

Moisture penetration can cause other problems as well. In the presence of moisture, steel elements such as shelf angles, lintels, metal hangers, and ties have the tendency to corrode and expand in volume. The expansion of the metal exerts forces locally on the brick resulting in localized cracking or spalling.

Also, water collects within confined openings in the wall, freezes and expands, causing the bricks to crack and spall. Furthermore, when water dissolves, the salts often found in the mortar and brick, it can cause the mortar joint to weather due to the evaporation of the salts on the surface of the mortar.

Expansion and contraction of the brick due to thermal changes in the environment can also cause damage to exterior walls when there is no accommodation for this movement in the design and detailing of a building's walls. Unlike moisture movement and creep, thermal movement is a cyclical condition and involves vertical and horizontal joints which must be sealed with caulking over the life of a building.

The original architects, Davis, Brody & Associates, accounted for the effects of thermal and moisture movement by providing horizontal and vertical joints in the design and the detailing of both the Ruppert and Yorkville buildings.

The upward movement of brick that occurs at the same time as the downward creep of the concrete frame was dealt with by installing horizontal expansion or control joints every three floors, also called horizontal "soft joints". The thermal and moisture expansion movement of the face brick was also accommodated by the many vertical expansion joints that were installed, as well as by the arrangement of the windows on the facade. The use of steel lintel to support masonry over each window opening was avoided by stacking the windows into a curtain wall system.

The Davis Brody details and specifications used standard tolerances and sizing for the masonry joint widths and did not anticipate that more joint width was required to accommodate further upward expansion of the face brick and/or the further shrinkage and creep in the concrete.

b. **Typical Deficiencies Addressed by the FKC Facade Repair Program**

The FKC Facade Rehabilitation Repair Specifications address the horizontal soft joint compression problem by rebuilding these joints to reduce masonry stress and repairing other masonry defects. Typical deficiencies of the facade system are described below:

1) *New Soft Joint and Vertical Joint Repair*

Repair all vertical and diagonal (step cracks) cracking due to stresses within the brick veneer caused by the pressures on the face brick that built up from the shortening of the concrete frame and the brick expansion while being restrained at each floor slab by the shelf angles where the original soft joint width had become compressed.

Repair all spalling or popping off of the biscuit (outer surface) of the face brick due to the compressive pressures in the wall described above. Horizontal cracking in the face brick mortar joint below the shelf angle and overhanging (also referred to as pushed out or shifting) face brick caused by warping of the floor slabs due to shrinkage and creep. Overhanging occurs the most at the parapets. Spalling and crushing of the brick edges along the shelf angles caused by the upward rotation of the shelf causes by the upward force of the brick and the shrinking of the concrete frame.

Repair all cracked or spalled brick under the shelf angles at the top of the window columns or under the shelf angles that support the projecting brick at the base of the recesses at the 4$^{th}$ floor framing. This is caused by the excessive compressive forces due to the creep.

2) *Brick Replacement*

Replace bulging of the brick veneer due to stresses within the brick veneer that are caused by creep of the brick or the concrete frame. Masonry pinning will be performed where bulges are not excessive to secure the veneer directly to the CMU back-up wall.

3) *New Masonry Ties*

Install new stainless steel pins where bent and sheared off metal wall ties due to the upward force of the brick and the shrinking of the concrete frame has occurred.

4) *Parapet Repairs*

Replace damaged brick at parapet walls and non-alignment of the brick coursing where it is unrestrained at the parapets and at the top of the splays.

5) *Rebuilding of Masonry*

Repair vertical cracking at the brick jambs of the chamfer due to the lack of supporting steel at the floor slab.

6) *Repointing*

Repair all open mortar joints.

7) *Sealants Rehabilitation*

Replace failed sealant at the vertical joint between the metal window panel and the brick wall due to differences in movement between aluminum and brick masonry and normal aging of the sealant over time.

Repair failed sealant and back-up material at the building horizontal and vertical expansion joint and at each floor level.

8) *Isolated and Clustered Brick Repair*

Replace cracked brick typically located at the higher bulkhead wall adjacent to a parapet wall due to the differences in movement. Replace bulging brick veneer due to stresses in the wall.

9) *New Coping*

Replace damaged uplifted coping stones, especially toward the external corners of the building. Coping damage is caused by several factors, one of which is that not all of the coping stones are anchored to the wall and tend to "walk" laterally. The other is that there is material degradation of various coping stones due to weathering.

10) *Shelf Angle Renovation*

Repair or replace existing rusting steel shelf angles, typically at the bulkheads at various locations and repaint surfaces.

c. **FKC Repair Specifications**

The FKC Facade Rehabilitation Repair Specifications prepared by FKC generally includes, but is not necessarily limited to, the following repairs to exterior walls and building elements:

1) Horizontal control joint repairs.
2) Shelf angle repairs.
3) Face brick repairs at parapets and splays.
4) Lintel repairs.
5) Coping stone replacement and resetting.
6) Brick sill repair.
7) Defective brick repair.
8) Vertical expansion joint repair.
9) Sealing of joints at window panels.
10) Sealing at joints of A/C sleeves set-in brick.
11) Sealing of brick control joints.
12) Repointing of defective brick mortar joints.
13) Installation of adhesive anchors.
14) Off-site disposal of all removed materials.

The Contract period scheduled is 365 calendar days to complete the work.

FKC prepared drawing elevations and repair details.

2. **Evaluation of Lawless & Mangione/Flynn Physical Condition Survey Report**

The section headings and categories used in this Section 2 correspond to section headings and categories used in the L&M Report:

a. **Description of the Buildings**

The Physical Condition Survey is fairly accurate in its description of the visible deterioration observed at the Ruppert and Yorkville Towers. One misstatement is the assertion that the "buildings were designed with stress relief built into alternate floors". The original architects built-in horizontal expansion joints every three floors in accordance with the New York City Building Code.

The L&M Report, on Page 3, states "both buildings appear to have been regularly maintained" and "the roof parapets appear to be in relatively good condition", and on Page 9, that "some of the expansion joints are performing, while others are not. It may be that the original design contained sufficient expansion capability that crushing and uplifting have only recently developed as a symptom of this problem.".

b. **Structural System**

Lawless & Mangione included in this section comments on the window gaskets and leak reporting. Replacement of window gaskets as needed is recommended to deal with problems of this type.

c. **Creep**

Creep, as discussed by Lawless & Mangione, is not a new phenomenon. Engineers have known of this for 100 years and have taken it into account in the design by providing steel reinforcement. In the 1970's, contractors, in order to expedite building construction, began installing the masonry back-up walls and brick veneer sometimes before the building frame was fully constructed, or topped out. The additional dead load concrete caused increased elastic compression, creep and shrinkage stresses at the lower building levels.

d. **New York City Local Law 10/80**

Local Law 10 of 1980 addressed for the first time in New York City a mandate to inspect building facades for damage and for the owner to have these defects corrected. There is no relation specifically between creep and Local Law 10/80 requirements as discussed by the L&M Report. Buildings with masonry facade need proper sized expansion joints that require periodic maintenance.

New York City Department of Buildings Rules and Regulations required a Local Law 10 Critical Examination and Report every five years, beginning in 1980. The Local Law 10 reports for Ruppert Yorkville Towers have complied with the rule in effect prior to January 1999. As per the earlier rule, a building was considered to have either "conformed with Code Requirements", "have Precautionary Conditions" or "Unsafe Conditions." "Unsafe" was defined as a, "condition of a building or any appurtenances thereto that is dangerous to the public or property and requires prompt remedial action." A Precautionary Condition meant, "a condition that, if not treated, may lead to an unsafe condition". The only definition of "safe" was "conforming to code requirements and applicable rules, regulations and directives". The facade report was generated from the "critical examination" which was "an examination conducted to review the exterior of a building and all parts thereof to determine whether an unsafe condition exists, and therefore, in the judgement of a Registered Architect or Professional Engineer, requires remedial work".

e. **New York City Local Law 11/98**

In March of 1998 the New York City Council revised Local Law 10 to impose tighter controls over the condition of exterior walls and their repair. A building is now either safe, unsafe or safe with a repair and maintenance program. Local Law 11 provides in part that "An architect or engineer shall not file a report of a safe condition with a repair and maintenance program for the same building for two consecutive filing periods unless the second such report is accompanied by his or her certification attesting to the correction of all conditions identified in the earlier report as requiring repair."

f. **Calcification and Efflorescence**

Calcification and efflorescence are both names for the process in which calcium carbonate and other soluble salts dissolve in water and are brought to the surface of masonry and are deposited there by evaporation in the form of a chalky residue.

FKC observed a white haze over the brick on the lower floors during visits to the building in the Spring of 2000 and 2001. It could easily be removed by rubbing. The white haze has not been apparent over this summer and fall. We could not characterize these deposits as "heavy" as in the L&M Report (page 6). However we observed that there is a heavy deposit on the parapet walls of the maintenance garage on the east side of the Yorkville building.

This condition in the form that we see it on the Ruppert and Yorkville buildings does not cause damage and is not harmful to the brick. It does not leach calcium carbonate from the masonry to the extent that it creates greater porosity and moisture absorption in the brick masonry. Rather, it does affect minimally the appearance of the buildings when it is present. In order to do away with efflorescence either the source of the salts or the water must be eliminated as well as the time that it would take the water to dissolve the salts. We cannot remove the salts because they are inherent in the mortar and masonry units. To try to block the transmission of water across the surface of the brick with an application of a coating could cause disintegration of the masonry if salts dissolved in water become trapped within the brick behind the coating.

We do not agree with the L&M Report recommendation to apply a sealer to reduce the porosity of the brick. The porosity of the brick was not reported to have been tested by Lawless and Mangione. Furthermore, water absorption through the face of the brick may not eliminate the efflorescence. It is more important to see to it that the water that does get in the wall gets out through functioning flashing, weep holes, and a clear cavity fee of blockages. See Section "r" of this report for further discussion of efflorescence.

g. **Flaking and Chipping Brickwork**

As part of the FKC Facade Repair Rehabilitation Program, the contractor is presently hanging scaffolding and removing the loose pieces as part of the initial repair work, and to mitigate potential spalls from falling from the facade until the full repairs can be performed in the Spring of 2002. Sidewalk bridging will be installed in areas where access to removal work cannot be performed until the Spring, 2002.

h. **Shifting Parapets**

The L&M Report states that thermal movement and moisture expansion causes shifting parapets which in turn has caused the uplifting of the coping stones and lateral movement along the shelf angle from the structure. The Report states that thermal movement has also caused "transitional crack patterns at every setback level". We agree that the lateral movement of the parapet along the shelf angle, also referred to as shifting, is a result of thermal movement. The same can be said for the "transitional crack patterns" seen at the roof levels, assuming that the transitional crack patterns refer to the cracks in the higher bulkhead or building walls where they abut the lower parapet walls.

The coping stones have not lifted due to the upward movement of the brick parapet. Rather they have lifted because of linear expansion, and the fact that

they are not anchored to the parapet wall. This information is based on one probe performed by FKC that was done in September 2001. These conditions are addressed in the FKC Facade Repair Specifications.

i. **Bulges and Ripples in Brickwork**

Bulges and Ripples reported by Lawless & Mangione, as they described the condition, appear to be related to normal construction tolerances and not due to distress. The FKC repair program will provide additional masonry tie anchorage between the brick veneer and the CMU back-up wall and repairing shelf angles at the expansion joint floor levels.

j. **Corrosion**

Lawless & Mangione reports minimal corrosion at the brick shelf angles. Typically, membrane flashing is placed over each shelf angle to provide for cavity wall drainage. The membrane flashing, if not damaged, provides corrosion protection to the shelf angle. The FKC repair program includes inspecting the angles and includes repainting steel elements to reduce future corrosion problems.

k. **Damage Described in Offering Plan**

The FKC Facade Rehabilitation Program is now in place and work has already been started by removing loose pieces and installing sidewalk bridges. The Code unsafe condition scenario described by the L&M Report is moot.

The L&M Report claims, but we do not agree, that the entire building is unsafe because they have characterized Kurt Rosenbaum's description of "precautionary work" or "further repair needs" from the Local Law 10 Report of 1997 as "damage" which is "unsafe". In any event, FKC feels it is a stretch to hint that because of the so-called "unsafe" conditions that the "entire building" is "unsafe". The exact text of this statement from the Rule 32-03 is "If there is at least one unsafe condition, then the building shall be *classified* as unsafe" (italics added).

The L&M Report has taken liberties with the previous Fourth Cycle Local Law 10 Report and has exaggerated its findings. They applied a standard for an "unsafe condition" from the new Local Law 11 Rule 32-03 issued in 1999 to the older rule associated with the Local Law 10. Lawless and Mangione paraphrase the 1999 Rule saying that an unsafe condition must be repaired promptly and that any condition reported in an earlier report "and which is not corrected at the time of the current inspection shall be reported as an unsafe

condition". The Report says that the precautionary conditions described by Kurt Rosenbaum in 1997 should come under this new rule and be repaired before the fifth cycle report due in February of 2002. FKC does not agree with the L&M interpretation of the Local Law 11 Rule in this respect.

l. **Local Law 11/98 - Fifth, or Current, Round**

The report identifies the Local Law 10 Precautionary in Local Law 10 of 1997 as "unsafe" and states that they must be repaired by February of 2002. FKC's position is that there are no "unsafe" conditions described in the 1997 Report. It will be up to the new professional consultant who make the critical examination for the Local Law 11 report to determine whether the precautionary conditions from the 1997 report have become unsafe.

m. **Local Law 10 Reports - Fourth Round - 1997**

The L&M Report jumped to the conclusion that items that Mr. Rosenbaum included in his report "under a designation...described as 'further repair needs'" are unsafe. They say that he avoided saying that the conditions listed under this designation were unsafe or precautionary because they believe that this damage "was of a more serious nature than precautionary" . In any event the L&M interpretation of the Rosenbaum damage listed in the L&M Report is part of the work covered by the Sentry Contracting Contract.

The liberty taken by Lawless & Mangione with their interpretation of the Fourth Cycle Local Law 10 Report is unacceptable. The result of such interpretation is an exaggeration of the extent of deficiencies and therefore the repairs. It is up to the judgment of the author of the Local Law 11 report of 2002 to determine if the precautionary conditions under the 1997 Report have become unsafe or if there are any totally new unsafe conditions.

n. **Comments on the Rosenbaum Local Law 10 Report**

FKC reviewed the Rosenbaum Local Law 10 of 1997 report as part of the preparation of the repair specification. We verified the Local Law 10 deficiencies with those in our field notes to make sure that all of the deficiencies had corresponding repairs and adjusted the quantities in our repair specification for each repair accordingly.

o. **Recommended Facade Work Prepared by Feld, Kaminetzky & Cohen, P.C.**

The L&M Report authors make the point that there are unsafe conditions on the buildings that should either be repaired before the next fifth cycle report or the buildings should be provided with extensive sidewalk bridging to protect the public and residents of the buildings.

It is FKC's opinion that the owner of a building where unsafe conditions are found has three options: (1) repair the unsafe condition, (2) remove that portion of the facade this is unsafe and stabilize the area until a later date when the proper repair can be made, or (3) provide a sidewalk shed (bridging) to protect the public.

They criticize the FKC repair specification in the following ways: (1) the specification does address the deficiencies which the L&M Report authors have attributed as "unsafe" from the Local Law 10 report "but in a very general way"; (2) there are no depictions of the various repairs described in the specification; and (3) there is a clause included in the specification to remove "all spalls, chips, loose and hazardous materials" within 30 days after having signed the contract for construction. The first two are misstatements. The deficiencies described in the Rosenbaum Local Law 10 are included in the repair specification. Also some of the locations for the various repairs are noted on the elevation drawings.

As to the inclusion of the clause calling for removal of loose material within thirty days of signing the Contract for Construction, it was the intent of R.Y. Management that the contract for construction would have been signed by late Spring 2001. All loose material would then have been removed from the building before construction would have started. This plan was delayed by New York City Department of Housing Preservation and Development. It is hoped that HPD approval of the contract sum will be obtained shortly. The contractor is now in the process of removing the loose material and/or providing sidewalk bridging.

The provision of sidewalk bridging is part of the repair specification and is included in the contractor's bid price. The amount of 3,500 linear feet proposed in the L&M Report is excessive. We estimate that only 1375 linear feet per building is required. There will be accessories such as plywood, netting and razor wire. Since the buildings are largely mirror images of each other, the same quantity of bridging could be reassembled on the other building. Based on our bid documents, we anticipate that the bridging will costs approximately $99,000.

p. **Estimated Cost of Repair Items Previously Identified by Others**

This cost evaluation by Lawless & Mangione relates to Kurt Rosenbaum, P.E.'s damage assessment to the upper building elevations. This work has been included in the FKC repair program.

There are a total of 12 repair items for the so-called "unsafe" conditions from the Rosenbaum Local Law 10 report. The total budget estimated by Lawless & Mangione is $692,440. Since all of the deficiencies are already included in the FKC repair program, this portion of the Lawless & Mangione recommended repair budget is redundant and should be deducted from the total budget.

In our opinion the type of repairs selected by Lawless & Mangione are excessive in their scope and therefore their cost. Also the quantities are over estimated. The descriptions of the locations where the work is to take place are especially confusing because each building has 20 different walls. The authors decided to use there own notation system such as "north elevation, west window setback" without supplying a sketch plan.

q. **Specific Damage Detailed by Feld, Kaminetzky & Cohen, P.C.**

It is our opinion that the L&M analysis of the FKC repair program overstates and clouds what is really a straight forward repair program. Since our repair specification is organized differently, it is difficult to compare the categories of work. An example is the use of the scaffold. It is already incorporated into our specification for a particular repair. For purposes of this report, we have applied our knowledge of the damage and how it should be repaired together with actual costs obtained from the bidding process.

Moving of the Scaffold - There are not 100 drops on the building. The contractor is planning to do 76 drops. There will be 13 on the high roof of Ruppert, 14 on the mid-level roof and 12 on the 24 story roof. At the Yorkville building, there will be 13 on the high roof, 13 on the mid-level roof and 11 on the low, 32 story roof. Using the cost of $3,000 to move from the roofs of different heights and $1,500 (½ day) for moving to another location on the same roof level, we come up with $141,000.

Scaffold Inspection by the Engineer - FKC has hands-on knowledge that it will not take a full day to traverse a drop. Rather, it will take ½ day at most. The labor costs for a 5 man crew are too high. The successful contractor has provided daily rates for a crew of 5 at $2,200. This would bring the cost down to $83,600 for the crew. Keeping the L&M cost daily rate for an engineer of

$1,500 but for 76 drops, (2 per day) the FKC total cost for inspection would be $140,608.

Rosenbaum Local Law 10 Report Damage - These damages are the remaining precautionary conditions from the Local Law 10 report. It is FKC's opinion that they include the so-called unsafes discussed in "2.m" above. We cannot supply a comparable budget number because of the kinds of repairs. The one comment we have is that the correct number of drops is 76 and the locations provided in the Local Law 10 report for the deficiencies are not on every drop. Assuming that the deficiencies are located on 60 drops and using the cost of $9,000 per drop, the total cost for performing the Local Law 10 precautionary repairs would be $540,000. It is FKC's opinion that some of the time spent repairing the Rosenbaum precautionary conditions would apply to the repair of the step cracks and bulges and ripples as well as the twelve wall panels recommended by Mr. Flynn (see Section r.). Therefore, we have reduced the $540,000 to $440,000.

Cost of Materials - It is unclear what repairs these materials are for, and therefore impossible for FKC to provide a comparable number. FKC repair items in the specifications include all materials. There is one exception to this. When the bidding took place, the management decided to provide the brick separately. It is not part of the Sentry bid prices. We anticipate that we will use 170,000 brick to perform the repairs in the FKC repair specification. Using the price of $1.50 per brick, the brick cost would come to $255,000.

Horizontal Control Joint and Shelf Angle Repair as per the FKC Repair Detail 1/A-1 - In contrast to the $165 price per linear foot given in the L&M Report, the bid price FKC received for repair of the soft joints is $75 per linear foot. If you add in $10.00 for the cost of the brick, the bid price would increase to $85 per linear foot. The bid price for shelf angle repair is $60. Adding $8 to the price for brick, the repair price would be $68. The unit price presented in the L&M Report of $165 per linear foot is the same for either horizontal control joint repair or shelf angle repair. Using an average cost of $77 for the FKC repair and the fact that $77 is 46% of $165, the cost for shelf angle and control joint repair at both buildings would be slightly less than half of what is projected in the L&M Report.

The L&M Report further says that since the engineer will determine the exact locations where the repair work is to be performed, the projected cost of $12,080,000 could be reduced to $6,040,000. This assumes that repairs will be made every other floor. In reality the soft joints on the building where most of the work will take place are located every 3 floors. Therefore the original

amount of $12, 080,090 should be divided by 3 or $4,026,666. At 46%, the comparable FKC cost would be $1,852,266.

r. **Additional Repairs Recommended by John J. Flynn, Consulting Engineers**

John Flynn apparently examined the documents in the Red Herring, surveyed the buildings and made scaffold drops to acquaint himself with the actual conditions on the buildings. This resulted in more recommended repairs. Most if not all are included in the FKC specifications.

Copings and Corner Transitions - Mr. Flynn has raised the issue of porous and deteriorating coping stones. He recommends a cementitious coating to seal the sound, existing pre-cast coping stones and replacement of 200 feet (or 80 coping stones) at the Yorkville building and 100 linear feet (or 40 coping stones) at the Ruppert building. FKC feels that the porous stones are not a problem that requires repair. The few isolated stones that are damaged can easily be replaced on an as needed basis. No sealer is required.

FKC recommended that 300 stones (equivalent to 750 linear feet) be removed and reset with the proper anchorage and that the cracked stones (estimate of 50) be replaced as part of the project specifications. The coping stones at the sixteen 45 degree transitions are part of the 300 stones to be removed and reset. The repair of the brick in the wall below the transitions is included in the masonry repairs included in the repair specification. The cost is $8,750 for coping stone replacement and $43,500 for resetting 300 stones.

Stepping Cracks - Mr. Flynn says that the stepping cracks have not been identified in either the Local Law 10 report or the FKC repair specifications. This is not true. The FKC specification has taken off the cracking at the transitions as brick replacement.

He identifies 12 areas of wall panel, 600 square feet each, at bulkheads at setback levels that contain step cracks. This description is vague. We are assuming it is the cracking that you see on the bulkhead walls where the lower parapet wall adjoins it. The quantity is more like 60 square feet each. Therefore, the cost would be $30,240.

Step cracking just above what FKC refers to as the chamfer corners of the building seem to be what Mr. Flynn is referring to as "transitions in elevations". In addition, he cites 750 "individual stepping-crack patterns" that must be repaired. The extent of this damage is exaggerated to be 5" of the exterior brickwork per building or 18,750 square feet. He does not give the size of the

existing step cracks or would-be step cracks. He says that the cracks will appear once the stress in the wall is relieved. This makes it difficult to assess the extent of this deficiency. FKC has provided for 6,444 square feet of brick replacement at cracks, severe bulges, etc., in the repair specification. We feel that this is a sufficient amount to repair the step cracks and vertical cracks that we observed. The cost for brick replacement in the bid documents is $261,000. We would estimate that $30,240 would apply to the repair of twelve wall panels at bulkheads and at setbacks that contain step cracks. The remaining $230,760 would be divided in thirds between the repair of truncated corners or "transitions in elevations", the 750 "individual stepping-crack patterns", and the repair of the bulges and ripples described below in "Bulges and Ripples in Brickwork". That number is $76,920 as compared to the L&M recommendation of $375,000.

Efflorescence Stains and Silicone Sealers - Brick Institute of America, Technical Note 23A, "Efflorescence Causes and Mechanisms" states that crystalline deposits of water soluble salts are not harmful to brick masonry. The sources of efflorescence are the brick units, cement and time in the mortar joint, and also the concrete masonry back-up units of the wall construction. The degree of efflorescence observed on the Ruppert Yorkville facade building walls is minimal and does not impose any significant deterioration effect.

According to BIA Technical Note 23A, "the application of a coating to a masonry wall may prevent recurrence of efflorescence. However, the application of a coating to masonry which has a tendency to effloresce, without stopping the mechanism causing the occurrence of that efflorescence, may lead to disintegration of the masonry."

Sealers service life expectancy is less than five years and require additional coating applications. Sealers are is not effective at the mortar joint which will still permit water entry to occur. The porosity of mortar joints is very much greater than the more durable and less permeable brick units. More water penetration into the facade will occur through mortar joints than the brick unit itself. Very little damage, such as brick shaling, has been observed to the brick unit away from expansion joints at the mid-wall height area at each floor level.

Therefore, FKC does not recommend the use of a silicone sealer as this may damage the brick facade and will not provide satisfactory service in the long run.

Repointing Soft Mortar Joints - One of the problems with applying a sealer to the building, in our opinion, is that the penetrating sealer would affect the mortar bond if repointing follows the sealer application. Mr. Flynn raises this

issue in reference to the warranty limitation of sealer manufacturers that significant repointing is required by the sealer manufacturer. The effectiveness of the sealer is contingent on repointing, otherwise the sealer is not effective. This is one reason why FKC believes sealers are not appropriate. The L&M Report recommends repointing ten percent of the brick surface in connection with the sealer. However, since we are of the opinion that sealers are not appropriate, such repointing is unnecessary, although FKC has included repointing of approximately two percent of the mortar joints that are damaged as part of normal facade maintenance.

Shifting Parapets - FKC has included repair of the parapets in their repair specification. The contractor has bid $215,000 for this work. Our quantity is 1000 linear feet.

Bulges and Ripples in Brickwork - Most of the bulges and ripples on the buildings contain no cracked or otherwise defective mortar joints. The size of the bulge in most cases is not large. FKC usually pins bulged areas in the event that the he existing wall ties have failed. Excessive bulges with cracked brick or other distress are replaced. As the L&M Report says, there is no hard and fast rule as to how to handle this condition. FKC has provided repair of the bulges in their repair specification underpinning and brick replacement. The particular area of bulging brickwork at the base of Ruppert Towers would have to be re-examined by FKC in order to determine if it needs to be replaced or whether only parts could be re-built and the rest pinned. The cost for this work, as per the L&M Report, is very confusing, therefore it is difficult to respond to the cost estimate. For purposes of evaluating this repair, we have provided a portion of our brick replacement cost. The amount is $76,746. See step cracks in Section r. for complete explanation of the cost.

s. **Conclusions**

The L&M Report Section III-B (pages 34-35) summarizes the conclusions reached by Lawless & Mangione based upon their condition survey method and the basis of their cost estimate of $13 million. We do not agree with their evaluation of repairs required and their cost summary method.

In our opinion the type of repairs selected by Lawless & Mangione are excessive in their scope and therefore their cost. The quantities are over estimated.

We believe, once the horizontal expansion joints are repaired where required, that the facade will not suffer any further negative effects of the "creep" phenomenon expressed by Lawless & Mangione.

## t. Comparison of L&M Recommended Repairs and FKC Analysis of Them

FKC has recast the recommended L&M repair budget to reduce redundant work, to reduce overstated quantities, to reduce overstated unit costs as described in the this report at section 2.o, 2.p, 2.q and 2.r., as summarized below.

| Repair Recommendations from L&M Report | | L & M Proposed Budget | FKC Evaluation of L & M Budget |
|---|---|---|---|
| 1. Sidewalk Shed | Installation/Removal | $ 250,000 | $ 99,000 |
| | Rental | $ 225,000 | $ 36,000 |
| 2. LL 10 "Unsafes" from Kurt Rosenbaum, P.E. | | $ 692,440 | N/A |
| 3. Rig Scaffolding | | $ 300,000 | $ 141,000 |
| 4. Survey of Damage from Scaffolding | | $ 375,000 | $ 140,608 |
| 5. Repairs to Masonry Required in LL 10 Report | | $ 900,000 | $ 440,000 |
| 6. Cost of Materials | | $ 225,000 | $ 255,000 |
| 7. Control Joint & Shelf Angle Repairs (Replacement of Flashings) | | $ 6,040,000 | $1,852,266 |
| 8. Copings (Including Seal coat, L&M only) | | $ 30,000 | $ 52,250 |
| 9. Transitions at Truncated Corners (Chamfers) | | $ 96,000 | $ 76,746 |
| 10. Twelve (12) Wall Panels | | $ 30,000 | $ 30,240 |
| 11. Stepping Cracks | | $ 375,000 | $ 76,746 |
| 12. Penetrating Sealer | | $ 2,400,000 | N/A |
| 13. Repointing Mortar Joints | | $ 600,000 | $ 59,500 |
| 14. Shifting Parapets | | $ 144,000 | $ 215,000 |
| 15. Repair Bulges and Ripples | | $ 337,500 | $ 76,746 |
| TOTAL | | $13,019,940 | $3,494,094 |

The total cost of the FKC evaluation of the L&M repair budget as set forth above should not be construed as FKC's evaluation of the true cost of the repairs to the Ruppert Yorkville buildings or of the line items breakdown of such costs. As noted in Section A-3 in this report, our estimate of the cost of the facade repairs, based on the contract price of the Sentry Contracting Contract and the estimated 15 percent increase in the extent of damage since our initial survey in Spring/Summer 2000, as well as the estimated cost of replacement bricks and engineering services during construction, is a total of $3,456,000. As stated elsewhere above, the $3,494,000 figure, as set forth in the above chart, is solely our opinion is the actual cost of the L&M repair program.

*Submitted by:*

Martin J. Fradua

*Martin J. Fradua, P.E., Vice President*

December 14, 2001

*Date*

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# *APPENDIX*

# *EXHIBIT A*

## *DESIGN & CONTROL OF CONCRETE MIXES, CHAPTER 13 PCA, 12TH EDITION*

# Design and Control o Concrete Mixture

TWELFTH EDITI(

PORTLAND CEMENT PCA ASSOCIA

CHAPTER 13

# Volume Changes of Concrete

Concrete changes slightly in volume for various reasons and understanding the nature of these changes is useful in planning or analyzing concrete work. High stresses and cracking can be prevented or minimized by controlling the variables that affect volume changes.

If concrete were free of any restraints to deform, normal volume changes would be of little consequence; but since it usually is restrained by foundations, subgrades, steel reinforcement, or connecting members, significant stresses sometimes develop. This is particularly true of tensile stresses. Concrete is relatively weak in tension but quite strong in compression.

Volume change is defined merely as an increase or decrease in volume. Most commonly, the subject of concrete volume changes deals with expansion and contraction due to temperature and moisture cycles. Volume changes are also caused by carbonation shrinkage and the disruptive expansion of alkali-aggregate reactions.

Discussions of volume changes of concrete usually include the subject of creep. Creep is a deformation due to sustained stress or load. Equally important is the elastic or inelastic change in dimension or shape that occurs instantaneously under applied load.

For convenience, the magnitude of volume changes is generally stated in linear rather than volumetric units. Changes in length are often expressed as a coefficient of length in parts per million, or more simply as millionths. For example, one millionth is 0.000001 and 600 millionths is 0.000600. Change of length can also be expressed as a percentage; thus 0.06% is the same as 0.000600, which incidentally is the same as ¾ in. per 100 ft (6 mm per 10 m). The volume changes that ordinarily occur are small, ranging in length change from perhaps 10 up to about 1000 millionths

## TEMPERATURE CHANGES

Concrete expands as temperature rises and contracts as temperature falls. The average value for the coefficient of expansion is about 5.5 millionths per degree Fahrenheit (10 millionths per degree Celsius), although values ranging from 3.2 to 7.0 (5.8 to 12.6) have been observed. This amounts to a length change of 2/3 in. for 100 ft of concrete subjected to a rise or fall of 100° F (or 5 mm for a 10-m-long section as it undergoes a rise or fall of 50° C).

Thermal expansion and contraction of concrete vary with factors such as aggregate type, richness of mix, water-cement ratio, temperature range, concrete age, and relative humidity. Of these, aggregate type has the greatest influence.

Table 13-1 shows some experimental values of the thermal coefficient of expansion for concretes made with aggregates of various types. These data were obtained from tests on small concrete specimens in which all factors were the same except aggregate type. The fine aggregate was of the same material as the coarse aggregate.

The thermal coefficient of expansion for steel is about 6.5 millionths per degree Fahrenheit (12 millionths per degree Celsius), which is comparable to that for concrete. The coefficient for reinforced concrete can be assumed as 6 millionths per degree Fahrenheit (11 millionths per degree Celsius), the average for concrete and steel.

**Table 13-1. Thermal Coefficient of Expansion of Concrete Depending on Aggregate Type**

| Aggregate type (from one source) | Coefficient of expansion, millionths | |
|---|---|---|
| | per degree Fahrenheit | per degree Celsius |
| Quartz | 6.6 | 11.9 |
| Sandstone | 6.5 | 11.7 |
| Gravel | 6.0 | 10.8 |
| Granite | 5.3 | 9.5 |
| Basalt | 4.8 | 8.6 |
| Limestone | 3.8 | 6.8 |

Source: Reference 13-1. Note: Coefficients of concretes made with aggregates from different sources may vary widely from these values, especially those for gravels, granites, and limestones. The coefficient for structural lightweight concrete varies from 3.9 to 6.1 millionths per degree Fahrenheit (7 to 11 millionths per degree Celsius), depending on the aggregate type and the amount of natural sand.

## DRYING SHRINKAGE

Concrete expands with a gain in moisture and contracts with a loss in moisture. The effects of these moisture movements are illustrated schematically in Fig. 13-1. Specimen A represents concrete stored continuously in water from time of casting; specimen B represents another sample of the same concrete exposed first to drying and then to alternate cycles of wetting and drying. For comparative purposes it can be noted that the swelling that occurs during continuous wet storage over a period of several years is about one-fourth of the shrinkage of the concrete air-dried for the same period.

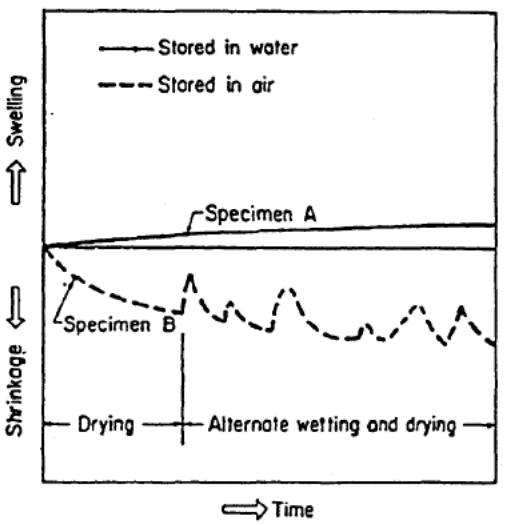


**Fig. 13-1. Schematic illustration of moisture movements of concrete. If concrete is kept continuously wet, a slight expansion occurs. However, drying usually takes place, causing shrinkage. Further wetting and drying causes alternate swelling and shrinking.**

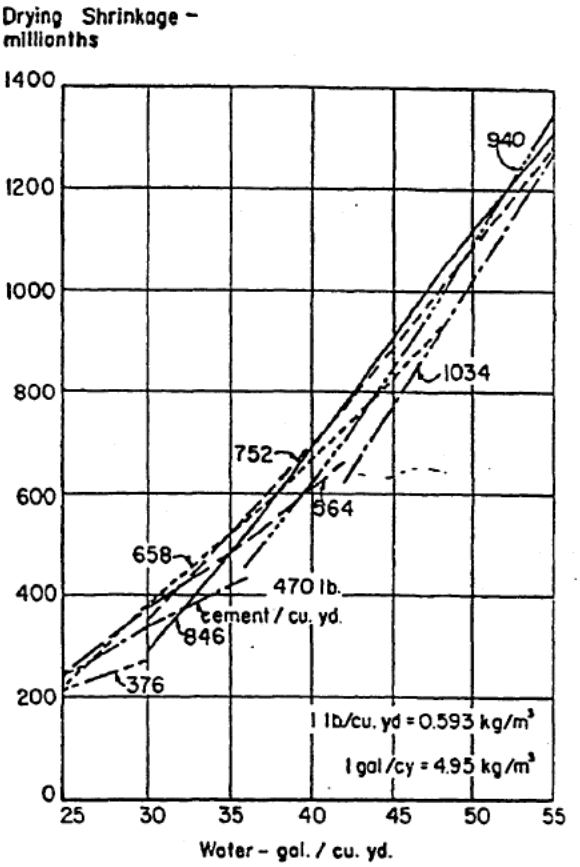


**Fig. 13-2. Relationship of total water content and drying shrinkage.**

The most important controllable factor affecting shrinkage is the amount of water per unit volume of concrete. The results of tests performed at the Portland Cement Association illustrating the water-shrinkage relationship are shown in Fig. 13-2. Shrinkage can be minimized by keeping the water content of concrete as low as possible. This is achieved by keeping the total aggregate content of the concrete as high as possible. Use of low slumps and placing methods that minimize water requirements are thus major factors in controlling shrinkage. Any practice that increases the water requirement of the cement paste, such as the use of high slumps, excessively high fresh concrete temperatures, or small coarse aggregate, will increase shrinkage.

Aside from displacing water and cement, aggregates in concrete physically restrain the shrinkage of cement paste; an increase in aggregate content results in a decrease in shrinkage. Thus shrinkage can be minimized by using aggregate of the largest practical size, since concrete mixes containing large-size aggregates have a greater total aggregate content than mixes containing small-size aggregates.

Shrinkage is dependent not only on the aggregate content of a mix but also on the kind of aggregate. Hard aggregates are difficult to compress and provide more restraint to shrinkage of cement paste. As an extreme example, if steel balls were substituted for ordinary coarse aggregate, shrinkage would be reduced 30% or more. Shrinkage can also be reduced by avoiding aggregates that contain excessive amounts of clay.

Steam curing the concrete will also reduce drying shrinkage. (See Chapter 10, "Curing Concrete.")

Tests indicate that the drying shrinkage of small plain concrete specimens (without reinforcement) ranges from about 400 to 800 millionths when exposed to air at 50% humidity. Concrete with a unit shrinkage of 550 millionths shortens about the same amount as the thermal contraction caused by a decrease in temperature of 100°F (55°C).

For many outdoor applications, concrete reaches its maximum moisture content in winter, and so in winter the volume changes due to moisture and temperature variations offset each other.

The amount of moisture in concrete is affected by the relative humidity of the surrounding air. After concrete

has dried to constant moisture content at one humidity condition, a decrease in humidity causes it to lose moisture and an increase causes it to gain. The cement paste and the concrete of which it is a part shrinks or swells with each such change in moisture content.

Shrinkage may continue for a number of years depending on the size and shape of the concrete mass. The rate and ultimate amount of shrinkage are smaller for large masses of concrete than for small masses, although shrinkage continues longer for the large mass. The effect of shape is measured by the volume-to-surface ratio, that is, the ratio of the volume of a solid to the total area of its surfaces.*

The rate and amount of drying shrinkage for small concrete specimens are shown in Fig. 13-3. Specimens were initially moist-cured for 14 days at 70°F (21°C), then stored for 38 months in air at the same temperature and 50% relative humidity. Shrinkage recorded at the age of 38 months ranged from 600 to 790 millionths. An average of 34% of this shrinkage occurred within the first month. At the end of 11 months an average of 90% of the 38-month shrinkage had taken place. The uniformity of shrinkage of all the types of cement can be noted.

The shrinkage of reinforced concrete is less than that for plain concrete, the difference depending on the amount of reinforcement. Steel reinforcement restricts but does not prevent drying shrinkage. In reinforced concrete structures with normal amounts of reinforcement, the drying shrinkage is commonly assumed to be 200 to 300 millionths.

Many admixtures require an increase in the unit water content of concrete and for this reason they can be expected to increase shrinkage. Chemical admixtures alter the rate at which early hydration reactions occur. Accelerators such as calcium chloride and triethanolamine result in increased drying shrinkage of concrete. Despite reductions in water content, some chemical admixtures of the water-reducing type may increase drying shrinkage substantially, particularly those that contain an accelerator to counteract the retarding effect of the admixture.

## ELASTIC DEFORMATION

The series of curves in Fig. 13-4 illustrate the amount of compressive stress that results instantaneously due to straining of unreinforced concrete. With water-cement ratios (by weight) of 0.50 or less, up to strains of 1500 millionths, strain is closely proportional to pressure or stress, and so is almost elastic. The upper parts of the curves are inelastic or plastic. Strains recorded for the lower water-cement-ratio concretes are smaller because of the physical problems of testing. The term "elastic" is not favored for general discussion of concrete behavior because very frequently the strain may be in the inelastic range. For this reason, a term such as "instantaneous strain" is often used.

*See Reference 13-7.

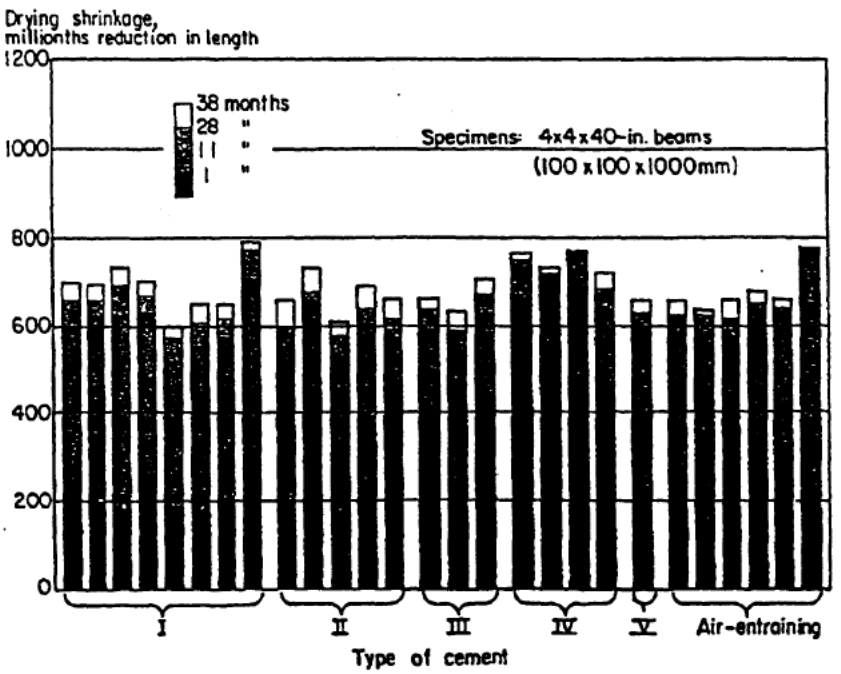


**Fig. 13-3. Results of tests by the U.S. Bureau of Reclamation. Shrinkage ranged from 600 to 700 millionths after 38 months of drying.**

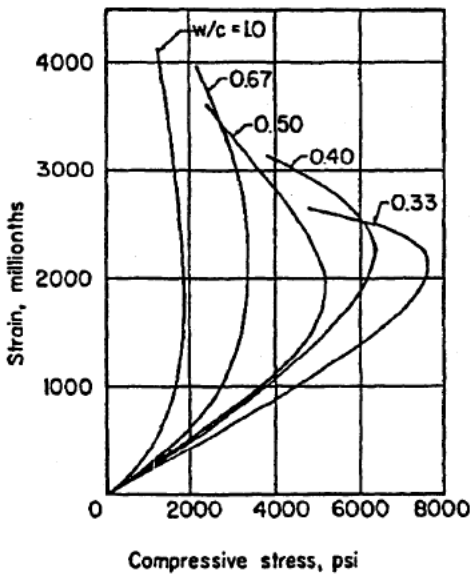


**Fig. 13-4. Stresses caused as concrete is compressed or strained.**

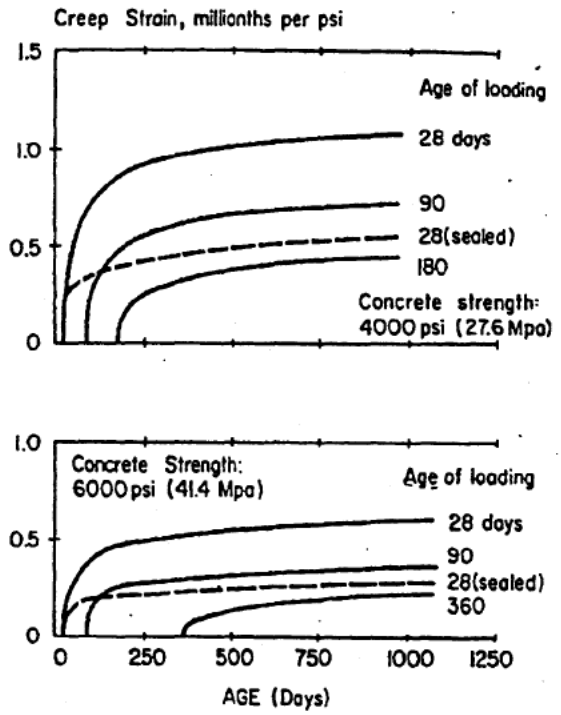


**Fig. 13-5. Relationship of time and age of loading to creep for concretes of two different strengths. Specimens were allowed to dry except for those labeled as sealed.**

## CREEP

When concrete is loaded, the deformation caused by the load can be divided into two parts: a deformation that occurs immediately (such as an elastic strain), and a time-dependent deformation that begins immediately but continues at a decreasing rate for as long as the concrete is loaded. This latter deformation is called creep.

Amount of creep is dependent upon (1) the magnitude of stress, (2) the age and strength of the concrete when stress is applied, and (3) the length of time the concrete is stressed. It is also affected by other factors related to the quality of the concrete and conditions of exposure, such as the type, amount, and maximum size of aggregate; type of cement; amount of cement paste; size and shape of the concrete mass; amount of steel reinforcement; and curing conditions.

Within the normal stress ranges, creep is proportional to stress. In newly placed concrete, the change in volume or length due to creep is largely unrecoverable. However, creep in old or dry concrete is largely recoverable.

Curves illustrating creep appear in Fig. 13-5. These are based on tests conducted under laboratory conditions in accordance with American Society for Testing and Materials Designation: C512, Standard Test Method for Creep of Concrete in Compression. Cylinders were loaded to something less than 40% of the compressive strength. Companion cylinders not subject to load were used to measure shrinkage, which was then deducted from the total deformation of the loaded specimens to determine creep.* It can be seen that as concrete strength decreases, creep increases. Cylinders were allowed to dry except for those marked "sealed." The two curves at 28 days for each concrete strength in Fig. 13-5 illustrate that creep is composed of two parts—the deformation accompanied by drying and the deformation that occurs without drying. Concrete specimens loaded at a late age will creep less than those loaded at an early age.

A combination of strains is illustrated in Fig. 13-6.* The curves represent the deformations and volume changes in the 14th-story column of a 76-story reinforced concrete building while it was being constructed. The column size was 16x48 in. (400x1200 mm) and the column contained 2.08% vertical reinforcement. Concrete design strength was 9000 psi (62 MPa) at 28 days.

The method of curing prior to loading has a marked effect on the amount of creep in concrete. The effects of three different methods of curing on creep are shown in Fig. 13-7. Note that very little creep occurs in concrete that is cured by high-pressure steam (autoclaving). Note also that atmospheric steam-cured concrete has considerably less creep than 7-day moist-cured concrete. The two methods of steam curing shown in Fig. 13-7 reduce drying shrinkage of concrete about half as much as they reduce creep.

## REFERENCES

13-1. Davis, R. E., "A Summary of the Results of Investigations Having to Do with Volumetric Changes

*Reference 13-9.

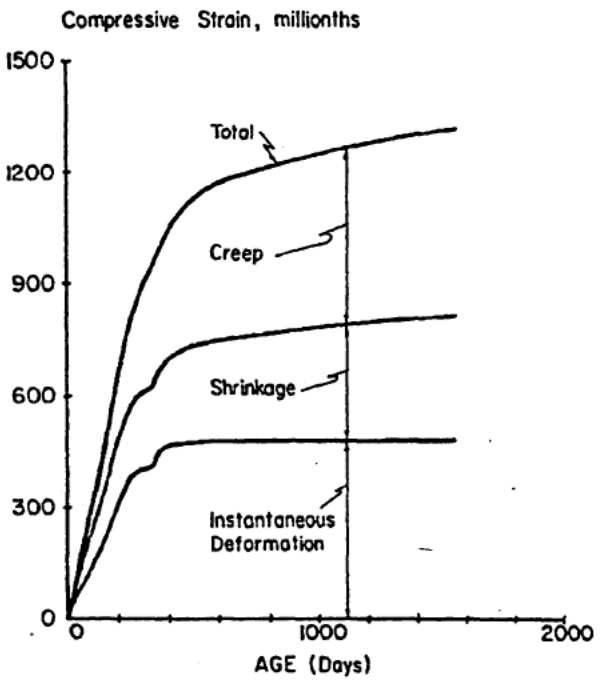


**Fig. 13-6. Summation of strains in a reinforced concrete column during construction of a tall building.**

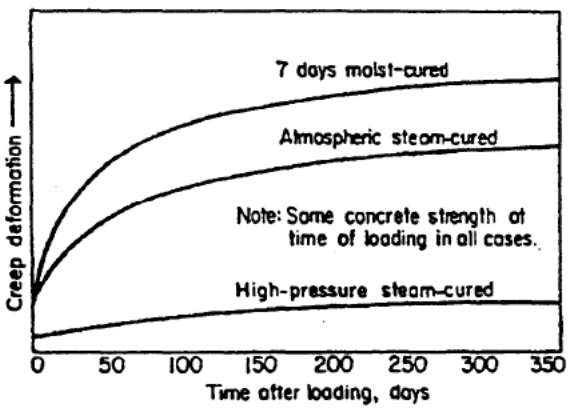


**Fig. 13-7. Effect of curing method on magnitude of creep for typical normal-weight concrete.**

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# *EXHIBIT B*

## *BRICK AND TILE ENGINEERING*
## *HARRY S. PLUMMER, EXCERPTS*

# BRICK AND TILE ENGINEERING

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## PREFACE TO 1950 EDITION

This volume is a revised edition of those sections of *Brick Engineering* and *Tile Engineering* published by the Structural Clay Products Institute in 1939 and 1946, respectively, which deal with unreinforced masonry. It does not include reinforced brick masonry and structural tile floors, both of which are covered in other publications of the Institute.

The purpose of this book is to include in one volume the best available engineering data on brick and tile construction. In the main, the subjects covered relate to the engineering aspects of design, rather than the architectural. Exceptions are Chapter 2 on Modular Masonry and Chapter 12 on Bond.

The author acknowledges the substantial contributions to this book of Leslie J. Reardon, Professor of Applied Mechanics, Case School of Technology, and Edwin F. Wanner, Chief Engineer, National Fireproofing Corporation, the co-authors of *Brick Engineering* and *Tile Engineering*, respectively; and the valued criticisms and suggestions of D. E. Parsons, Chief of the Building Technology Division, National Bureau of Standards; J. W. McBurney, Senior Technologist, National Bureau of Standards; and Leonard G. Haeger, Assistant Director, Program Coordination, Division of Housing Research, Housing and Home Finance Agency. Acknowledgement is also made of the assistance given by the staff of SCPI, particularly Sarah A. Hardy, secretary to the Director of Engineering and Technology.

HARRY C. PLUMMER

WASHINGTON, D. C.
NOVEMBER, 1950

The thermal conductance (C) of structural clay units is not the same as the thermal conductance of brick and structural clay tile masonry, due to the effect of the mortar. Generally speaking, the coefficient for the units will be less than for the masonry. Since the structural engineer is primarily interested in the overall coefficient of heat transmission for masonry, the thermal conductance coefficients for brick and structural clay tile, listed in the American Society of Heating, Refrigerating and Air-Conditioning Engineers' *Guide* and in other sources, are based on tests of masonry walls and represent the average thermal conductance of the construction. These coefficients are given in Chapter 5.

## 313 | THERMAL EXPANSION

The thermal expansion of clay products varies with the type of raw material and with the temperature range over which the coefficient is determined.

Table 3-7, reproduced from National Bureau of Standards Research Paper No. 1414, *Thermal Expansion of Clay Building Brick*, by Culbertson W. Ross, shows the average coefficient of thermal expansion for brick and tile produced from different raw materials. Regarding these values, the author states:

"The coefficients of thermal expansion of 89 per cent of the clay and shale brick were between 5 and 7 millionths per deg Cent (2.8 and 3.9 per deg Fahr); the average being 6.1 (3.4). The value, 6 millionths per deg Cent, (3.3 per deg Fahr), is a good value to assume for the thermal expansion of clay and shale brick; the probable error, as computed from the data of this paper, being about 0.7 millionth per deg Cent (0.4 per deg Fahr). Of course, if an accurate knowledge of the thermal expansion of any brick is desired, the above assumption could scarcely be substituted for an actual test.

"There was no significant difference between the average thermal expansion of the clay and shale brick. The few values of the coefficient above 7 and below 5 millionths per deg Cent are chiefly limited to the softer clay brick (5-hr boiling absorption above 14 per cent).

"The thermal expansion of the fire clay brick was much lower than that of the clay and shale brick. The number tested, however, was scarcely large enough, nor were the brick representative enough to allow definite conclusions to be drawn as to the thermal expansion of other fire clay brick.

"There was apparently no significant correlation between the thermal expansion and the other physical properties of clay and shale brick which are customarily measured as tests of quality, and even among brick from the same shipment there was no consistent tendency for the thermal expansion to either increase or decrease with differences of hardness of burning.



TABLE 3-7

AVERAGE COEFFICIENT OF THERMAL EXPANSION IN MILLIONTHS PER DEGREE CENTIGRADE OF DIFFERENT TYPES OF CLAY BRICK①

| Types of Clay | Number of Specimens | Average Coefficient of Thermal Expansion | Range of Coefficient of Thermal Expansion |
|---|---|---|---|
| Ross (Brick) — 10 to 40 C (14 to 104 F) | | | |
| Surface clay | 80 | 6.0 (3.3) | 4.2 to 12.4 (2.3 to 6.9) |
| Shale | 41 | 6.1 (3.4) | 4.7 to 6.8 (2.6 to 3.8) |
| Fire clay | 15 | 3.9 (2.2) | 3.0 to 4.6 (1.7 to 2.6) |
| Palmer (Brick) — 8 to 25 C (18 to 77 F) | | | |
| Surface clay | 6 | 6.6 (3.7) | 4.7 to 8.5 (2.6 to 4.7) |
| Shale | 4 | 4.8 (2.7) | 4.1 to 5.2 (2.3 to 2.9) |
| Fire clay | 4 | 3.7 (2.1) | 3.6 to 3.8 (2.0 to 2.1) |
| Ingberg (Hollow Tile) — 8 to 300 C (32 to 572 F) | | | |
| Surface clay | 4 | 6.2 (3.4) | 5.1 to 7.3 (2.8 to 4.1) |
| Shale | 6 | 6.1 (3.4) | 5.7 to 6.9 (3.2 to 3.8) |
| Fire clay | 6 | 5.5 (3.1) | 3.5 to 6.8 (1.9 to 3.8) |
| Watertown Arsenal (Brick) 0.6 to 100 C (33 to 212 F) | | | |
| Clay and shale | 22 | 6.3 (3.5) | 3.7 to 13.6 (2.1 to 7.6) |

① The values in parentheses are in millionths per degree Fahrenheit.

Table 3-8 is reproduced from data included in National Bureau of Standards Research Paper No. 37, previously referred to, and shows coefficients of thermal expansion over various temperature ranges of 15 of the tile specimens included in the report. The authors state:

"It is seen that the rate of expansion rises with temperature and that the change is particularly marked for the region 500 deg to 600 deg Cent (932 deg to 1112 deg Fahr) within which is contained the transformation point of quartz which is accompanied by a relatively large expansion."

For convenience of reference, average values of compressive strength, modulus of elasticity, total flux and lime magnesia content are also included in Table 3-8.

## EXPANSION DUE TO MOISTURE | 314

It has been known for a number of years that burned clay products expand slowly when in contact with water or humid air and that this expansion is not reversible by drying at atmospheric temperatures. This is in contrast to concrete masonry units which expand rapidly and to a greater degree than clay products on wetting, but which shrink approximately the same amount when dried at atmospheric temperatures.

TABLE 3-8

AVERAGE COEFFICIENT OF THERMAL EXPANSION OF DIFFERENT TYPES OF STRUCTURAL CLAY TILE

| Source | Coefficient of Expansion in millionths per deg Cent or Fahr | | | | | | | | | | Compressive Strength (net area on end), psi | Modulus of Elasticity, million, psi | Total Flux, per cent | Lime Magnesia, per cent |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Room to 200 C | Room to 572 F | 200 to 500 C | 572 to 932 F | 200 to 600 C | 572 to 1112 F | 500 to 600 C | 932 to 1112 F | | | | | | |
| a | 6.93 | 3.85 | 9.40 | 5.22 | 12.7 | 7.1 | 17.5 | 9.7 | 4840 | 4350 | 19.07 | 4.80 |
| b | 5.94 | 3.30 | 7.70 | 4.28 | 9.3 | 5.2 | 12.4 | 6.9 | 3280 | 4990 | 21.70 | 11.90 |
| c | 6.07 | 3.37 | 8.05 | 4.47 | 9.2 | 5.1 | 11.5 | 6.4 | 4590 | 4060 | 18.48 | 6.20 |
| d | 5.89 | 3.27 | 10.05 | 5.58 | 11.2 | 6.2 | 13.7 | 7.6 | 4820 | 4850 | 16.74 | 3.50 |
| e | 6.17 | 3.43 | 9.60 | 5.33 | 11.6 | 6.4 | 15.7 | 8.7 | | | 16.04 | 2.40 |
| a | 5.70 | 3.17 | 9.85 | 5.47 | 12.4 | 6.9 | 17.5 | 9.7 | 3580 | 2450 | 17.03 | 4.93 |
| b | 3.55 | 1.97 | 7.60 | 4.22 | 10.3 | 5.7 | 13.6 | 8.7 | 4450 | 2730 | 5.43 | 1.23 |
| c | 6.23 | 3.47 | 5.95 | 3.31 | 6.4 | 3.6 | 7.2 | 4.0 | 3040 | 1820 | 1.39 | 0.42 |
| a | 7.11 | 3.95 | 9.85 | 5.47 | 12.8 | 7.1 | 18.8 | 10.4 | 2760 | 1850 | 20.55 | 9.79 |
| b | 5.36 | 2.98 | 7.75 | 4.31 | 9.7 | 5.4 | 13.6 | 7.6 | 3550 | 2595 | 12.48 | 1.44 |
| c | 5.89 | 3.27 | 7.85 | 4.36 | 9.3 | 5.2 | 12.2 | 6.8 | 4840 | 4540 | 9.25 | 1.28 |
| d | 6.83 | 3.79 | 5.75 | 3.19 | 6.8 | 3.8 | 8.8 | 4.9 | 5170 | 3350 | 4.23 | 1.00 |
| a | 5.38 | 2.99 | 6.95 | 3.86 | 8.7 | 4.8 | 12.1 | 6.7 | 5400 | 3050 | 7.41 | 0.77 |
| b | 7.32 | 4.07 | 10.50 | 5.83 | 12.8 | 7.1 | 17.3 | 9.6 | 2300 | 1620 | 21.33 | 15.40 |
| c | 4.84 | 2.69 | 6.15 | 3.42 | 8.3 | 4.6 | 12.6 | 7.0 | 3700 | 2920 | 3.90 | 0.72 |
| d | 5.07 | 2.82 | 7.60 | 4.22 | 9.0 | 5.0 | 11.9 | 6.6 | 6640 | 4420 | 16.29 | 4.20 |



The effect of moisture expansion of ceramic bodies on crazing of glazed units was discussed in 1929 by H. G. Schurecht and G. R. Pole in the paper, *Effect of Water in Expanding Ceramic Bodies of Different Compositions, Journal*, American Ceramic Society, Vol. 12, No. 9, p. 596-604, and this expansion is considered by ceramic engineers when designing a glaze to "fit" a burned clay body. However, until recently, no examples of clay masonry wall cracking or other structural damage had been cited which the investigators attributed to moisture expansion of the masonry units.

In 1954 J. W. McBurney presented a paper at the annual meeting of the American Society for Testing Materials, *Masonry Cracking and Damage Caused by Moisture Expansion of Structural Clay Tile*, which is published in the *Proceedings* of ASTM, Vol. 54, p. 1219-1238. In this paper, the author cites three examples of masonry wall cracking which he attributes to the expansion of the structural clay tile used in the wall assembly. This conclusion is based upon the following assumptions:

1. The moisture expansion of the clay masonry unit, since removal from the kiln, is equivalent to the contraction produced by heating the unit to 400 deg Cent (752 deg Fahr) and cooling to room temperature at which the contraction is determined.
2. Potential future moisture expansion of the unit is equivalent to the expansion produced by autoclaving the unit for 5 hr at 295 psi.
3. Moisture expansion of units built into a masonry wall or other structure is equivalent to the expansion of the individual unit and cumulative; that is, the moisure expansion of a masonry wall approximates the sum of the expansions of the individual units.

McBurney's paper and similar reports from other investigators, particularly the Division of Building Research, Commonwealth Scientific and Industrial Research Organization, Australia, have stimulated extensive research, both in the United States and abroad, to test the validity of these assumptions and to determine the cause of moisture expansion of burned clay products and its effect on clay masonry structures.

Research conducted at the State University of New York, College of Ceramics at Alfred University, Alfred, New York, is reported in the paper, *Moisture Expansion of Clay Products*, by James E. Young and Wayne E. Brownell, published in the *Journal* of the American Ceramic Society, Vol. 42, No. 12, 1959. This research did not include an investigation of the assumption that past moisture expansion of a clay masonry unit is equivalent to contraction after heating to 400 deg Cent and cooling to room temperature. However, it did include a study of the relation between autoclave expansion and expansion when stored in an atmosphere of 50 per cent relative humidity.

Regarding this relationship, the authors state: "The data tend to discourage the use of the autoclave test as a useful means of evaluating the volume stability of brick in service."

In this study 27 commercial brick from 24 plants were subjected to test. Specimens stored in atmosphere of 50 per cent relative humidity were first heated to 400 deg Cent and the expansions reported are from the length determined at room temperature after this heating. The average expansion of the 27 specimens after six months' storage was 0.013 per cent and after 17 months' storage 0.024 per cent.

These expansions bear no consistent relationship to autoclave expansions of the same specimens, regarding which the authors state: "Only two brick out of the 27 tested (7.4 per cent) were under 0.05 per cent autoclave moisture expansion. Thirty-seven per cent were under 0.10 per cent expansion, 55 per cent were under 0.15 per cent expansion, and all were under 0.20 per cent expansion." However, the authors also state: *"All 27 brick had been used extensively without failure attributable to moisture expansion."*

Extensive research conducted at the Division of Building Research, CSIRO, Australia, is summarized in the paper, *Tests for Potential and Past Moisture Expansion of Ceramic Building Units*, by E. H. Waters, J. H. Hoskins and H. B. Hueber, published in ASTM Bulletin, No. 245, April 1960. This paper reports tests extending over a period of five years. Regarding the assumption that past expansion is equivalent to the contraction obtained by heating to 400 deg Cent and cooling to room temperature, the authors state: "Although an approximate idea of the amount by which an aged specimen has expanded can usually be obtained by reheating it, the effects of body composition and original firing temperature on the recovery of expansion in this way are such that in some cases it has proved impossible to remove expansion without heating to temperatures approaching those at which the specimens were originally fired. At these temperatures, further firing shrinkages occur and the two effects become confused; this suggests that even at lower temperatures the shrinkage obtained by heating is not necessarily wholly caused by a reversal of the expansion process, and hence any approximate numerical agreement may be quite fortuitous."

The conclusion regarding the autoclave test as a measure of potential future expansion is: "The autoclave test is not a satisfactory means of determining what allowance should be made. Although it produces an accelerated expansion which is related in a general way to that which occurs when the units are simply left to stand in a normal atmosphere, the correlation between the two is not good enough to enable one to be satisfactorily estimated from the other. A probable reason for this is that the reactions causing expansion in the autoclave are not solely those causing expansion



at room temperature. Design data on expansion can hence only be obtained by long-term studies on similar bricks or tiles."

Data are reported on moisture expansion of brick stored in atmosphere of 50 to 65 per cent relative humidity. Regarding these, the authors state: "Most of the bricks examined had expanded by more than 0.05 per cent after exposure to the laboratory atmosphere for six months, and after exposure for five years had expanded by more than 0.1 per cent. Although the rate of expansion is now much less than in the first two years, it is still continuing and over the past two to two and a half years most of the curves have been very nearly linear, that is, the rate of expansion is diminishing only very slowly."

These expansions are in contrast to those reported by Young and Brownell which, at six months, are approximately one fourth of the expansions reported by the Australian investigators. The latter conclude: "The universality of the expansion of burnt-clay products once they leave the kiln and the magnitude of the expansions commonly observed in bricks and similar burnt-clay building units makes the use of an acceptance test based on their potentiality for expansion impracticable. Allowance for this expansion must be made in the design of the structure and the way in which the bricks are used."

From the above and similar data reported by other investigators, it appears:

1. That contraction of a clay masonry unit after heating to 400 deg Cent and cooling to room temperature is not an accurate measure of the moisture expansion of the unit since removal from the kiln.

2. That potential future expansion of a clay masonry unit under atmospheric conditions cannot be predicted by autoclaving the unit for 3 hr at 295 psi. This appears conclusive.

3. That the extent to which moisture expansion of clay masonry units, when stored in a humid atmosphere, contributes to the expansion of masonry walls where the units are under considerable restraint is questionable.

This is particularly true in view of the hundreds of buildings which show no sign of distress, even though the clay masonry units of which they are built expand when stored as individual units in a humid atmosphere.

Further studies are currently being conducted in this field and, pending the development of more conclusive data, it is recommended that provision be made in design for some moisture expansion in addition to thermal expansion. This is covered in Chapter 6 on Design.

Tentatively, a coefficient of moisture expansion of 0.0002 is recommended. This is one half of thermal expansion for a temperature difference of 100 deg Fahr.

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# EXHIBIT C

***"OBSERVATIONS AND RECOMMENDATIONS" SECTIONS "A - EXTERIOR WALLS" AND "B - ESTIMATE OF COSTS FOR MASONRY REPAIRS AND WATERPROOFING" OF LAWLESS & MANGIONE REPORT***

# PHYSICAL CONDITIONS SURVEY

# AND

# EVALUATION

# OF

# RUPPERT YORKVILLE TOWERS
# 1601 - 1619 THIRD AVENUE
# 1623 - 1641 THIRD AVENUE

# NEW YORK, NEW YORK

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Ruppert and Yorkville Towers comply with the permissible uses of the zoning being both multiple dwelling high-rise structures with commercial spaces and professional offices located on the first three (3) floors.

Given the similarities in construction and design, in order to avoid redundancy and to promote a clear and concise presentation of findings and recommendations in this report, descriptions of observed conditions and recommendations for repairs will encompass both structures, unless distinction is required.

B. Building Description

Rupert and Yorkville Towers were designed by Davis, Brody, and Associates circa 1972 and construction was completed on 1974. The structures are Class 1 Fireproof Construction consisting of a reinforced concrete foundation and framing with masonry cavity wall construction. The walls are comprised of 4" face brick, a 2" airspace with a 4" concrete block back-up. The face brick is supported at each floor by a continuous steel relieving angle anchored to the reinforced concrete frame at each floor. The Ruppert and Yorkville Towers are comprised of two buildings each joined by a common lobby and lower levels between East 90th and East 91st Street.

Ruppert Towers rises vertically to the 34th floor (1609 Third Avenue) setting back at the twenty-ninth (29th) floor and again at the twenty-forth (24th) floor over eastern structure (1619 Third Avenue).

Yorkville Towers is the taller of the two (2), rising eight (8) stories higher to the forty-second (42nd) floor. The forty-two (42) story structure sets back twice to the east at the thirty-seventh (37th) floor and at the thirty-second (32nd) floor (1623 Third Avenue).

## III. OBSERVATIONS AND RECOMMENDATIONS

### A. Exterior Walls

#### 1. Description of the Buildings

Ruppert and Yorkville Towers are similar in architectural design, though differ in profile and height. The architectural details prepared for the construction of the buildings are identical, except that the footprints of the buildings differ slightly. There are slight

variations in floor plans and the location of roof setbacks and continuous window lines vary, apparently for architectural effect.

The exterior brick, which is identical in both buildings, is jumbo red brick measuring 4 inches by 8¼ inches. The brick has been subjected to damage as evidenced both by crushing and by stepping crack patterns throughout the facade of both buildings. The cause of this damage and the remedies which must be effected is an important part of this investigation.

Both buildings appear to have been regularly maintained.

The roofs, which are currently in good condition, have recently been replaced. The roofs are completely enclosed by brick parapets with precast concrete copings.

The roof parapets appear to be in relatively good condition, although the copings appear to be severely weathered; many of the units are either cracked or uplifted as a result of gradual movement within the building.

During the preparation of this report it became readily apparent that, while Ruppert Towers and Yorkville Towers are two separate buildings, their similarities far outweigh their differences. Therefore, in order to avoid repetition, we have elected to combine the description of the damage patterns and the particular areas of damage noted wherever possible. Where there are distinct areas of difference, which distinction is quite specific. We have concluded that both buildings are similar in performance and almost identical in original design.

One of the most noticeable differences between Yorkville and Ruppert Towers, aside from their height, is the degree of deterioration at the roof level of Yorkville Towers. The parapet coping caps are noticeably more deteriorated at Yorkville Towers, which is believed to be a function of the exposure which the Yorkville Towers building is subjected to by virtue of its additional height. It is assumed this additional height is one of the major contributing factors to the advanced deterioration of the Yorkville Tower copings, as the extent of corrosion and disintegration of the copings is substantially more advanced than that on Ruppert Towers (see Photos #1 and #2). See section of this report on Copings.

Another apparent effect of the additional height is the increased severity of the stepping cracks at transitions between roof setback levels. These stepping cracks, which are a signature of both Yorkville and Ruppert Towers, are classic indicators of "creep," a phenomenon which is increasingly more apparent in these buildings which are approaching their 26th year of age.

2. Structural System

The buildings are Class 1 Fireproof Construction with reinforced concrete frames consisting of poured concrete columns and slabs, with concrete footings and brick masonry exterior walls.

The exterior walls of both buildings are of brick-veneer construction with an air space between the brick veneer and the interior wall surface which is constructed of rigid insulation board applied over gypsum board.

The windows are constructed of anodized aluminum in continuous strips of aluminum and clear glass. There are no screens because open able windows pivot on a central point of location. The residential windows are equipped with window stops located on the interior sills, and although the Offering Plan describes the window gaskets to be functioning properly with no reports of leaks six months prior to March 2001, actual inspection interviews performed by our staff have documented numerous continuing air and water leaks at the window gaskets.

The window performance is one of three major complaints noted by almost every occupant interviewed during that phase of this survey.

3. Creep

"Creep" is a phenomenon which has been identified during the last thirty (30) years as a major source of damage to high-rise structures in the New York Metropolitan area, particularly dwelling units which, beginning in the early 1950s, were constructed to what was then a radical change in building design.

At that time architects adopted a building technique which employed a lightweight poured-concrete frame using relieving angles at the spandrel beam of each floor slab. This relieving angle was designed to support the weight of a single floor and was

fastened to the concrete block backup material—comprising the inner wall—creating a lightweight brick veneer with an air separation between the exterior veneer and inner masonry core.

The method became extremely popular, so that most of the high-rise buildings constructed at that time employed this technique. It was not until the late 1970s and early 1980s that the first patterns of damage to brick veneer began appearing. It was soon recognized that the damage was caused by the settlement of the interior frame or structure, which was deemed to occur in the first thirty years of the building life.

The settlement of the frame was termed "creep," which describes both the gradual shrinkage of the building in height and the gradual transfer of compressive stress to the exterior facade, creating bulging, popping, vertical sheer cracking, stepping-crack patterns at transitions and curling roof parapets.

Many of the damage patterns apparent or becoming apparent in both Yorkville and Ruppert Towers were caused by the settlement of the frame and are identified with "creep," even though the buildings were designed with stress relief built into alternate floors.

From inspection of the exterior facade, it is clearly evident that brick has recently been replaced in various locations throughout both structures, particularly at window headers, stepped transitions, and horizontal and vertical control joints (see Photos #3 and #4). The replacement brick is identifiable by inspection. The pattern of repair confirms the nature of the damage which is occurring.

4. New York City Local Law 10/80

Following the recognition of "creep," high-rise buildings constructed in the 1950s and beyond (using the above-noted technique) continued to worsen, so that in the mid-1980s and early 1990s the waterproofing industry in New York City was heavily engaged in the replacement of damaged and defective brick veneer walls.

The promulgation of Local Law 10 of 1980 (the facade law) added impetus to the necessity of repairing damage caused by this phenomenon as well as other exterior damage. Although many of the buildings constructed in the 1950s and 1960s have been corrected, the problem, nonetheless, continues to develop in

buildings constructed in the 1970s and 1980s—prior to the recognition of this problem. Buildings constructed during those decades are still approaching their 30th year, when it is expected the effect of this phenomenon should become less and less with each passing year, so that it will no longer be a major factor in the maintenance of masonry walls.

5. New York City Local Law 11/98

Local Law 11 of 1998 (also facade law) was enacted following the collapse of a brick masonry veneer wall high above an adjoining roof. The damage occurred at a prestigious Madison Avenue high-rise building, further emphasizing the necessity of maintenance and repair of this type of structure.

Local Law 11/98 has increased the requirements for inspection and repair. The major change in the law is to require that all damage reported within a particular five-year filing period must be repaired before the next five-year filing for the buildings.

6. Calcification and Efflorescence

We noted there are individual patterns of damage apparent on the exterior facade which reflect water traveling through the masonry. The calcium-rich water emanates to the outside of the brick where it evaporates leaving a deposit of soluble salts in the form of white, calcified deposits or a white frothy or chalky residue known as efflorescence, which over time will dissipate, as it dries or is washed away by rain.

During our initial inspection of Yorkville Towers, which was performed following two days of intermittent rain, we noted a heavy residue of calcium deposits on the surface of portions of the lower floor areas of Yorkville Towers. The damage was particularly severe at the first three floors abutting the gardens at the east side of the building. The most conspicuous damage was noted in the maintenance garage at the northeast corner of Yorkville Towers. Here it was vividly apparent that moisture is penetrating the parapet walls at both sides of the maintenance area and that repair of the brick-covered spandrel beam above the large access doors are warranted.

A week earlier, during an inspection at Ruppert Towers following five weeks of dry weather, we noted that an apparently localized condition of efflorescence had formed at the upper ten floors on the north-facing facade at both the east and west sections of the Ruppert Towers building. This condition extended for six or eight stories and had been well established at the time of our observation, leaving what appears to be permanent stains on the brick surface of the building (see Photos #5 and #6).

Upon reinspecting Ruppert Towers on the same day as the efflorescence was noted on Yorkville Towers, a surprising amount of chalky efflorescence was noticeable on the north-facing surface of the lower six floors facing the north and east. This damage apparently had dried and was not apparent during our inspection of the subject building a week earlier (see Photo #7). This discovery indicates substantial water transmission through the brickwork and the gradual dissolving of the calcium within the mortar and also within the brick. The presence of water within the walls to this degree, following just two days of rain, suggests that the application of a clear, penetrating sealant will be necessary, in addition to other repairs detailed in elsewhere in this report.

7. Flaking and Chipping Brickwork

Because of the compression stresses within the buildings, there continue to be areas of localized failure where chards of brick masonry are released. These areas may occur quite high in the structure and pose a threat of injury to pedestrians, a block or more away from the location of the defect. Note Photo #3, depicting a loose chard at the 35th floor, and Photo # 4, depicting two crushed bricks located above the 37th floor roof.

8. Shifting Parapets

Examination of the copings at the roof setback levels of Ruppert Towers and Yorkville Towers indicates a long-established pattern of shifting of the parapets. See Ruppert Photos #8 and #9; Yorkville Photos #10 and #11.

One of the unusual aspects of the design within the parapet arrangement is the continuation of a vertical joint in the exterior veneer up through the top of the parapet terminating underneath the coping stone. The vertical control joint is designed to protect

the brick masonry from sheer during seasonal expansion and contraction, but the joint terminates under the stone with no provision made in the stone for this transition. The result is that the stones are uplifted and are noticeably shifted.

One of the more dramatic results of this seasonal shifting is a separation that occurs between the structure and the parapet itself. One such separation has occurred in the parapet at the upper level of 1623 Yorkville Towers.

The brick veneer undergoes temperature expansion and shrinkage seasonally when surface temperature changes from below 30° to over 130° due to the radiant heating of the sun. The south-facing subject wall apparently was unable to absorb this differential stress and has separated, creating a ¾-inch lip above the three window lines depicted in Photo #17. The subject wall is stable at present, but the shift which has occurred at a plane of weakness may continue to worsen and, therefore, must be monitored annually until the wall is repaired or reconstructed.

Because the actual roof areas subdivided between levels are relatively small, the threat of shifting parapets due to temperature changes in the length of the walls would therefore be expected to be minimal. The fact that there are transition crack patterns at every setback level of both Yorkville and Ruppert Towers indicates that the height of the buildings has contributed to the shifting of the coping stones.

9. Bulges and Ripples in Brickwork

Our first inspection of Ruppert Towers was most opportune as it coincided exactly with the rising of the sun to a particular angle highlighting the south-facing elevations of the building. During the limited time when the sun traversed the east elevation of Ruppert Towers, it was possible to capture on film some of the classic indications of stress concentration, which within minutes became almost invisible, as the sun continued in its orbit.

Photos #12, #13 and #14 dramatically illustrate the ripple effect which is caused by "creep" or the gradual settlement of the structural frame.

The "ripple effect" indicates differential deflections in the brick masonry veneer as it bears upon the various relieving angles above window openings and/or along spandrel beam locations (see Photo #12).

These patterns are repeated at higher floor levels. Their occurrence at relieving angles where the bulges are more conspicuous may indicate the failure of brick ties and the crushing of brick bearings upon the lintels, which will eventually cause displacement of the brick face and falling chards, or the gradual displacement of an entire brick panel as a result of stress concentrations.

As indicated earlier, as the building frame settles but the veneer does not, the brick panels, which were originally designed to be self-supporting from one story to the next, begin to pick up residual stress and weight from successive floors above, creating a stacking effect where individual panels designed to support a single floor are, in fact, supporting the weight of four or five stacked floors above. Under these circumstances, lintel anchors tend to loosen and lintels will deflect either upward or downward, creating ripples or bulges in the brickwork, as illustrated in Photos #13 and #14. These bulges may appear as creases or sharp or rounded protrusions, as are apparent in the above-noted photos.

The subject buildings surveyed in this report are not typical in many respects. Normally crushing damage is concentrated in the lower third of a building with uplift stresses concentrated in the upper third. However, in this case there does not appear to be any distinct separation with respect to these two (2) phenomenon. Crushing damage was observed in the top seven floors above the setbacks, whereas uplift appears to be relatively moderate, considering the building height. This information would suggest that some of the horizontal control joints are performing, while others are not. It may be that the original design contained sufficient expansion capability that crushing and uplifting have only recently developed as a symptom of this problem.

The presence of individual areas of previous repair, together with the continued presence of flaking brickwork and the finding of brick fragments on the courtyards surrounding the building, would indicate that, regardless of the previous performance of the building, pressure is presently being exerted on the skin of the building.

10. Corrosion

Evidence of corrosion within the brick relieving lines is minimal, although it is apparent. See Ruppert Photos #15 and #16.

It is believed that the inner drainage systems which were designed prior to the construction of the building are still operational and that any corrosion which may be apparent on individual relieving lines is attributable to specific failure in the subject panel or the adjoining window lines.

The corrosion of relieving angles is to be avoided because it results in the delamination of the steel shelf angle and the thickening of the steel support, further restricting the confined brick panel above and/or below, increasing the fracture stresses in the masonry and accelerating the deterioration of the brick panel by spalling, crushing, etc.

The presence of rust streaks on the walls of any portion of the two buildings indicates damage to interior steel relieving angles or shelf angles and should be investigated and corrected as part of a regular maintenance program. In all cases, the rust lines are caused by water infiltrating the wall in areas where it becomes entrapped and remains despite design efforts to capture and dispose of this moisture through a series of flashings and weep holes.

11. Damage Described in Offering Plan

The buildings are described in the Offering Plan to be in structurally sound condition. Recent rulings of the New York City Building Department Local Law 11 Section have determined that—under Building Code Article 6—Maintenance Section 27-129 (C26-105.3)—any portion of a building deemed to be unsafe renders the entire building unsafe, at least with respect to Local Law 11 of 1998 and the Building Department interpretation of this rule.

There is an apparent contradiction in the description of damage given within the Offering Plan, between the damage as described by Mr. Gallo in March 2001 and that described four years earlier by Mr. Kurt Rosenbaum, who filed a detailed examination of the exterior wall condition as part of a Local Law 10 report prepared in January 1997 and filed on February 21, 1997. The distinction lies in what constitutes "damage," and what the term "unsafe" may mean under the current law.

On January 13, 1999, Building Commissioner Gaston Silva, R.A., promulgated an amendment to Rule 32-03 governing periodic inspection of exterior walls and appurtenances of buildings. This amendment promulgated after the 1997 Local Law 10 inspection by Kurt Rosenbaum, P.E., and before the statement issued by Robert Gallo, R.A., presents a potential obstacle to the prospective new owners of the building because of the changes it imposes on damage previously described as "precautionary." The term "precautionary" was regularly employed by Mr. Rosenbaum in his 1997 report, and at that time this description did not oblige the then owner to perform any emergency repairs.

Subsequent to the revision of Article 32-03, the definitions of terms have been changed substantially, so that previously existing damaged designated "precautionary" must now be redesignated either "unsafe" or "safe with a repair and maintenance program."

To quote from the current rules (Section 32-03):

Unsafe condition means a condition of a building wall, any appurtenances thereto or part thereof that is dangerous to persons or property and requires prompt remedial action. In addition, any condition which was reported as safe with a repair and maintenance program in an earlier report and which is not corrected at the time of current inspection shall be reported as an unsafe condition.

Safe with a repair and maintenance program means a condition of a building wall, any appurtenances thereto or any part thereof that is safe at the time of inspection, but requires repairs or maintenance during the next five years in order to prevent its deterioration during that five (5) year period into an unsafe condition.

12. Local Law 11/98—Fifth, or Current, Round

Local Law 11 of 1998 requires a reinspection of the subject buildings and a report of their condition be filed with the New York City Buildings Department Local Law 11 Section prior to February 21, 2002. As of this writing, there remains only limited time to perform the subject required inspections and to correct any unsafe conditions which may be discovered during these inspections. The reader should be aware that masonry repairs cannot normally be performed safely in the New York Metropolitan area beyond the last week in November. In the opinion of the writer, it may take

several months to prepare contracts to perform some of the minor repairs previously indicated in the 1997 Local Law 10 survey; if they were to be performed this summer, it is likely there would be insufficient time remaining to complete the work before the reporting period closed.

13. Local Law 10 Reports—Fourth Round—1997

Kurt Rosenbaum, R.A., performed critical examinations of the buildings in 1995 and 1996, filing a Local Law 10 report for both buildings dated January 28, 1997, filed February 21, 1997.

In his critical examination of both Ruppert Towers and Yorkville Towers, Mr. Rosenbaum noted a number of conditions which he judged to be precautionary in nature. The damage is documented by a schematic plan of each building accompanied by a legend describing the various types of damage noted.

In addition to the precautionary items listed on the schematic drawing, Mr. Rosenbaum reported additional deficiencies which he describes as "further repair needs." It is in this section (see page 343 Offering Plan) that he describes various damage as follows:

Ruppert Towers

| | | |
|---|---|---|
| 34 | West window setback(forward) | Pronounced brick shifts and loose brick |
| 24-23 | West window setback at north elevation | Shifted brick panel and deflected lintel |
| 28-26 | East-facing window setback | Shifted masonry panel |
| 28-26 | North elevation parapet and wall below | Severe cracks-vertical and horizontal |
| 24 | South elevation parapet wall | Shifted outside facing panels |

Yorkville Towers

| | | |
|---|---|---|
| 42 | West window setback | Serious shift |
| 42 | North window setback | Pronounced shift |
| 37 | West window setback | Deflected lintel |
| 37 | East window setback | Pronounced shift and bulge |
| 37 | North window setback | Long crack and shifted bricks |
| 27 | West window setback | Spalls and pronounced shifts |
| 37-34 | Rear window west setback | Serious shift |

14. Comments on the Rosenbaum Local Law 10 Report

In reading the conclusion of Mr. Rosenbaum's report, we note that he listed several areas of apparent movement in the walls under a designation he described as "further repair needs," without describing it to be safe, unsafe or precautionary. We believe Mr. Rosenbaum recognized that the damage reported separately was of a more serious nature than precautionary and, in fact, he employed descriptive terms such as "serious shift," "pronounced shift," "pronounced brick shifts and loose bricks," which, while perfectly acceptable under the earlier guidelines, must now—under the current regulations, be designated "unsafe," or at the very least, "safe with a repair."

We submit that under the current guidelines loose bricks or spalls of any kind are hazardous to persons, particularly during wind storms or other atmospheric phenomenon, and would necessarily be designated "unsafe" under Local Law 11 guidelines. The current designation for "safe with a repair" instructs that any portion of a wall that requires repair or maintenance during the next five years would eventually become unsafe at some time, but allows a five-year window of opportunity to repair the condition.

Unsafe conditions must be reported and repaired immediately.

It must be noted that Mr. Rosenbaum's report was prepared four years ago and that, in the intervening four years, the City has been buffeted by extraordinarily heavy rains and high winds. Both buildings have withstood the effects of El Nino and La Nina. The mild winters which accompanied these two major weather patterns created winter days where the temperature fluctuated as much as 40°, putting additional stress on the building.

Last winter (2000-2001) there was a resumption of normal weather patterns which brought extreme cold with several snow storms. Buildings were not subjected to major temperature fluctuations, but suffered the formation of ice during extremely cold weather, as early as November but especially in January 2001. Because of the appearance of calcium carbonate—a chalky white substance—on the surface following heavy rains, the threat of ice forming within the walls during the winter is a real problem which must be addressed in any repair program which may be authorized.

In 1997 Mr. Rosenbaum cautioned the owners to perform precautionary examinations at the end of each winter season to discover any new or not previously noted conditions. His report describes the conditions at the time of his inspection and does include damage which may be detected subsequently. Apparently no reports of annual examinations are included in the Offering Plan.

15. Recommended Facade Work Prepared by Feld, Kaminetzky & Cohen, P.C. (Offering Plan, pp. 352-356)

The next apparent inspection performed appears to be that documented by a proposed specification for repairs prepared by consulting engineers Feld, Kaminetzky & Cohen (FKC), P.C., a highly respected engineering firm and one competent to recognize many of the damage patterns which had earlier been identified by Kurt Rosenbaum.

The FKC specification is an unusual document in that it makes no direct reference to the damage identified by Kurt Rosenbaum under his category "further repair needs," but in a very general way, seeks to address the various defects documented in the Rosenbaum Local Law 10 report of 1997.

The report is also unique in that it does not depict the location of any particular damage, but rather contains the following note:

The specification serves to illustrate the scope and extent of the work of the contract (but) . . .the exact location of the applicable work items in the Schedule of Values will be determined by the Engineer at the beginning of each drop and will be marked on the building at that time.

Under Section 1.03 Work Sequence (Offering Plan, p. 355), FKC includes the note, "The Contractor is advised that all spalls, chips, loose and hazardous materials must be removed immediately from all facade surfaces within 30 days after having received the Notice to Proceed, *in compliance with the requirements of Local Law 11."*

Therefore, it would appear that at least as of the date of the FKC specification—which is thought to be prior to 2001 and which has been included in the Offering Plan—there is notice of the existence of "spalls, chips, loose and hazardous materials (which) must be removed immediately."

We determined during the course of our exterior June 2001 survey that there is in fact spalls, chips, loose and potentially hazardous masonry sections, which appear to have been identified as early as 1997 (Rosenbaum report).

The time remaining to file the required 5th Round Local Law 11/98 report is diminishing. As of this writing, there are eight months remaining to the February 2002 deadline. The new format required by Local Law 11 contains within it the requirement any unsafe conditions noted during the survey be reported immediately to the Building Commissioner. This mandate has serious implications for these buildings, since it carries with it the requirement that other damage previously noted as "precautionary" or more serious damage which has already been identified as "serious shifting," "pronounced brick shifts" or "loose bricks" must be reported immediately and repaired before the February 21, 2002 deadline.

While the report deadline extends to February 21, 2002, the actual window of opportunity to repair parapets and other portions of the masonry walls of these high-rise buildings ends on approximately December 1st (when temperature prohibits masonry repairs), which allows approximately five months in which to perform repair of the damage already identified.

Since there is no apparent contract in place for such repairs, any contractor who may be authorized would be faced with the prospect of repairing all of the damage found within a period of approximately four months, or the Owner may possibly face the prospect of filing a Local Law 11/98 report with unrepaired potential "unsafe" conditions. This situation would trigger a number of events which would greatly increase the cost of maintenance and repair.

For example, if a section of the 34th floor of Ruppert Tower was deemed "unsafe" and required immediate repair, but there was insufficient time remaining in the filing period to demolish and correct the defects, such an event would require the extension of safety bridging under and beyond the affected area, as well as overhead protection to adjoining areas and the isolation and barricading of parks and access walkways to the recessed entryway on the north side of the building, with the possible extension of sidewalk sheds to the public sidewalk based on the height of the building where the work is to be performed. These safety precautions would be required if one of the subject areas noted in the Rosenbaum report were found to be "unsafe."

New York City Local Law 33 of 1991 requires that, "A sidewalk shed shall be erected when a structure higher than 40 feet is to be constructed or a structure higher than 25 feet is to be demolished and the horizontal distance from the structure being built or demolished to the inside edge of the permanent or temporary walkway is equal to one-half or less of the height of the structure."

Before any construction work can be conducted, a sidewalk bridge must be erected. Based upon the location of previously reported potentially unsafe conditions and the presence of efflorescence on wall panels and stepping-crack patterns which indicate stressed wall conditions, a sidewalk bridge must be erected for the full sidewalk width around the entire perimeter of the Ruppert Towers and the Yorkville Towers buildings. The bridging must extend approximately 75 feet beyond the east end of both buildings. The various entryways, walkways and shops which fall with 150 feet of the building must be protected and secured on both sides with screened sidewalk sheds to prevent accidental injury to persons walking in areas beyond the protected walkways and exit ways.

We have estimated that approximately 3,500 linear feet of bridging are required to protect the sidewalks, for a cost of approximately $200,000. Additional safety protection for walkways and access to commercial stores on the west elevation would require an additional $50,000. Therefore, the cost of installation of sidewalk bridging is estimated to be . . . $250,000

Since the duration of the repair contract estimated by FKC was one year, the rental charges for bridging of this magnitude are estimated to be beyond the first three months (customarily included in the installation charge), or . . . $225,000

16. Estimated Cost of Repair Items Previously Identified by Others

a. Specific Damage Detailed by Kurt Rosenbaum, P.E.

*Ruppert Towers*

Floor 34-West window setback:
Pronounced brick shifts and loose brick.

Rebuild 90 feet of parapet, employing five 20-foot scaffold drops, and the repair of miscellaneous spalls, cracks, expansion joints, open mortar joints, and other minor surface defects deemed potentially unsafe in the FKC report... $54,000

While rigging this particular elevation, the contractor should perform stress-relieving, lintel tightening and other major repair items which will be estimated later in this section of the report (additional cost).

Floors 23 and 24-West window setback at north elevation:
Shifted brick panel and deflected lintel.

Reconstruct 288 square feet (at $60 sf.) of brickwork (1-story in height), or $16,800; perform stress-relieving and tightening of lintel bolts at top floor (only), or $2,560 ($80 x 32 lf) . . . $19,360

Floors 26 thru 28 (3 floors)-East-facing window setback:
Shifted masonry panel.

Reconstruct brickwork 3-stories in height, or . . .
$58,080

Floors 26 thru 28-North elevation parapet and wall below:
Severe cracks-vertical and horizontal.

Provide miscellaneous cutting and replacement of cracked brickwork at $100 per linear foot, estimate 60 linear feet . . .
$6,000

Floor 24-South elevation parapet wall:
Shifted outside-facing panels.

Remove and rebuild damaged parapet and wall below (1-story), for 50 linear feet, or 450 square feet at $60 per square foot . . . $27,000

*Yorkville Towers*

Floor 42-West window setback:
Serious shift.

Rebuild 76 linear feet of parapet at $600 per linear foot, or $45,600; rebuild 500 square feet of brickwork at $60, or $30,000; stress-relieve and tighten lintel bolts at top floor (only), or $4,400 ($80 x 55 lf) . . . $80,000

Floor 42-North window setback:
Pronounced shift.

Rebuild 120 linear feet of parapet at $600 per linear foot, or $72,000; rebuild 800 square feet of brickwork at $60, or $42,000; stress-relieve and tighten lintel bolts at top floor (only), or $6,800 ($80 x 85 lf) . . . $120,800

Floor 37-West window setback:
Deflected lintel.

Remove and replace 30 linear feet of lintel, including reset masonry at parapet and masonry below, $300 per linear foot . . . $9,000

Floor 37-East window setback:
Pronounced shift and bulge.

Replace 60 linear feet of parapet, and reset lintel and panel below, $900 per linear foot . . . $54,000

Floor 37-North window setback:
Long crack and shifted bricks.

Rebuild 120 linear feet of parapet at $600 per linear foot, or $72,000; rebuild 900 square feet of brickwork at $60, or $54,000; stress-relieve and tighten lintel bolts at top floor (only), or $9,600 ($80 x 120) . . . $135,600

Floor 27-West window setback:
Spalls and pronounced shifts.

Replace 480 square feet of brickwork at $60 per square foot, or . . . $28,800

Floors 34 thru 37-Rear window west setback:
Serious shift.

Replace 1440 square feet (3 floors) of brickwork at $60 per square foot, or $86,400; reset and tighten lintels (3 floors) at $80 per linear foot, or $13,400. Cost . . . $99,800

17. Specific Damage Detailed by Feld, Kaminetzky & Cohen, P.C.

The FKC specification provided in the Offering Plan (pp. 354-6) requires that the contractor erect scaffold drops around the full perimeter of the subject buildings prior to any specific repair work being performed. This requirement alone will result in approximately 100 20-foot-wide scaffold drops for both buildings.

Assuming an average height of the Yorkville Towers building to be 350 feet and the Ruppert Towers building to be 280 feet, a mean estimate of scaffold height for both buildings could be estimated to be 315 feet. It would take approximately one full day ($3,000) to move the scaffolding from one location on a particular roof level to another location at the same roof level, there being six separate roof levels between the two complexes. Therefore, the cost to rig each scaffold would be estimated at $3,000 times 100 drops, or $300,000—just for rigging . . . $300,000

It will take one full man-day per drop to traverse an average building height of 215 linear feet to record areas of damage where they exist (as specified), assuming the cost of an engineer and a crew of five (5) mechanics to support the operation or $1,500 per day for the engineer, and $2,250 for five (5) men per day or a total cost per drop of $3,750. Therefore, it will cost $375,000 for 100 drops just to survey the damage, which does not include the expense of repairing damage which may be found. $375,000

Assuming that only the damage identified in the Rosenbaum Local Law 10 report diagrams and legend (pp. 345-351) are included (this damage is in addition to that itemized above), we estimate it will require a minimum of five (5) workmen for four (4) days at each drop location, or 20 man-days per drop, at $450 per man-day, or $9,000 per specified drop. This amounts to a cost of $900,000 to perform only that work detailed in the Offering Plan (both firms). $900,000

Add to that figure, the estimated cost of materials, including caulking compounds, new brick, new lintels (wherever necessary), etc., or . . . $225,000

We have been able to obtain copies of the drawings which accompanied the FKC specification (see p. 354 for description of drawings). Drawings A-1 and A-2 dated 12/12/2000, prescribe the method to be employed in the repair of horizontal control joints, shelf angles, face brick repairs at parapets and at splayed sections, lintel repairs and coping stone replacement details. These drawings specify the use of pinning techniques to stabilize the wall below and above any proposed removal of brickwork called for in the specification.

FKC also specifies the replacement of defective flashing behind four (4) courses of brick at each horizontal control joint and each shelf angle. This effectively calls for the replacement of four (4) courses of brick at every floor level for the entire perimeter of the complex. The estimated cost of the replacement varies between $130 and $150 per linear foot. For purposes of estimating <u>in the event that the inspecting engineer directs the work</u> as provided in Item D.3. of the FKC specification, we shall use the average figure of $140 per linear foot, and the additional cost of $25 per linear foot for pinning above and below the cutout, for a total of $165 per linear foot.

These repairs, if directed, would cost as follows: Ruppert Towers has an average height of 29 stories, or 29 times the 1,008-linear-foot perimeter, equaling 29,250 linear feet of lintel or relieving angle, at $165 per linear foot. The cost to replace lintels at Ruppert Towers is estimated to be $4;826,250.

Yorkville Towers has an average height of 37 stories, or 37 times the 1,008-linear-foot perimeter, equaling 37,296 linear feet of lintel or relieving angle, at $165 per linear foot. The cost to replace lintels at Ruppert Towers is estimated to be $6,153,840.

The above costs for replacement of flashings do not include the possible additional charges for tightening shifted lintels or the replacement of loosened or failed anchorages, which we believe would cost an additional 10% for each of buildings. This eventuality might raise the cost by an additional $1,100,000.

The total estimate cost of this item if every floor were to be repaired as detailed in the FKC drawings is $12,080,000. If the "engineer" specified to designate "the exact location of applicable work items" were to determine that only alternate floors would need reflashing, or if the engineer were to determine that only alternate flashings at stress-relieving angles were to be replaced—the effect would be to limit the waterproofing solutions to alternate floors. This would reduce the cost of this item by half, or . . . $6,040,000

At the present time, without repair, the entire building is under stress from leaks into the structure. We believe a decision as to the extent of repair is probably better made by the engineer as specified; however, we believe theoretically that prudent engineering might justify the reduction of the reflashing costs to approximately $6,040,000. We are therefore recommending this figure as an estimated cost rather than the $12,080,000, mindful that additions may be required if the 50% repair is not totally effective.

18. Additional Repairs Recommended by John J. Flynn Consulting Engineers

a. Copings and Corner Transitions

During our survey we noted that the conditions of the copings at the upper roof parapets at both buildings are rapidly deteriorating as a result of extreme weathering and

the location of through-wall flashing which have hastened the deterioration of concrete capstones (copings). All of the copings examined are porous and exhibit the growth of green moss-like algae rooted in the top surface of the stones. This development is generally indicative of an increased permeability of these stones and contributes to all of the waterproofing problems below. (See Photos #1 and #2.)

The copings at Yorkville Towers, although similar in design and linear footage, are substantially more deteriorated at each roof setback level than the corresponding copings at Ruppert Towers, primarily because the exposure is greater for higher elevations. It may be assumed that the timetable for deterioration is several years in advance for Yorkville Towers when compared to Ruppert Towers. Of the 1,008 linear feet of coping on each structure, we estimate there are at least 200 feet of copings at Yorkville and 100 feet at Ruppert which require replacement. However, unless some protective coating is applied, the replacement of 2,016 feet of coping will be required to be replaced at some time in the future.

We, therefore, recommend the replacement of 300 feet of coping at $50 per linear foot, or . . . $15,000

The cost to apply a cementitious seal coat on all of the coping stones, including the newly replaced, with a specially fabricated epoxy-based sealer, such as Mathys Murfill, is estimated to be . . . $15,000

Inspection of the coping stones reveals the presence of another phenomenon at this building complex which is unique in our experience. The complex contains an inverted window configuration, employing splays at the transition between square corners and 45°-angle corners, or truncated corners. The design feature is one of the more attractive aspects of these buildings and helps create their unique appearance, but structurally it has within it a maintenance flaw which is readily apparent from inspection of the copings at the roof level. This flaw is evident in that the copings curl inward and jut up and down at the termination points of these transitions, accentuating dislocations of the brick masonry beneath. (Photos #8, #9 and #10.)

Building walls do not readily contain flexibility within 45°-angle transitions, as they do in a 90°-angle transitions. While there is relatively little evidence of damage in the transition at the lower elevations of the wall, the parapet section and the transition to the lintels at the 1st floor below the roof show evidence of major shifting in almost all of the seven (7) transitions which occur at each of the two buildings. Of the seven (7) transitions, three (3) have double 45°-angle truncated corners and four (4) have single 45°-angle truncated corners.

For estimating purposes, we will assume that only eight (8) truncated corners are damaged at each building and will require reconstruction. Demolishing and reconstructing sixteen (16) truncated corners—rebuilding the damaged masonry in proper alignment and without sheer cracks—will require the replacement 120 square feet of masonry at each transition for $6,000 per unit, or $96,000. $96,000

b. Stepping Cracks

Both building structures exhibit major open stepping-crack patterns at bulkheads and at setback levels which have not been detailed or estimated in either prior engineering survey. These stepping-crack patterns (see Photos #15 and #16) are classic indicators of the failure of the building to handle "creep" at transitions in wall height. The stress is generally locked in on the exposed exterior side, but fails on the interior roof-facing side of the setbacks. There are twelve (12) such areas within the two complexes where proposed stress-relieving will correct the cause of the damage but will not repair the stepping crack.

The cost to repair a typical 50-square foot wall panel (10 feet in height by 5 feet in width) of brick masonry at 12 separate locations, or 600 square feet at $50 per square foot, is estimated to be . . . $30,000

The same stepping cracks can be observed under optimum lighting conditions along the south-facing elevation of Yorkville Towers, for the lower half of the wide brick panels located in the mid-section of the building (see enclosed photographs). This damage is the result of differential stress around the corners where transitions in elevations occur.

The damage is already present but will not be readily apparent until such time as stress-relieving removes the compressive stress holding these stepping-crack patterns together. After stress-relieving has been performed satisfactorily, these cracks can be repaired without fear of their recurring.

We estimate that approximately 5% of the 375,000 square feet (average) of exterior brickwork per building, or 18,750 square feet, must be repaired, at a cost of approximately $500 per stepping crack for 750 individual stepping-crack patterns in the exterior veneer, or . . . $375,000

c. Calcification and Efflorescence

Calcification and efflorescence are exterior indications of water running within the wall. We noted that the phenomenon, while almost universal, is most heavily concentrated on the north-facing sides of the building where the effect of solar drying is minimized. The phenomenon occurs on all four (4) elevations and is an indication that calcium carbonate, a soluble constituent of the brick masonry, is leaching from the brickwork making it increasingly more porous and prone to moisture absorption. (See Photo #2 and #7.)

It is our intent to test sections of the brickwork, which will require permission from the current owners to remove a minimum of six (6) brick samples from each of the two buildings, at some time within the next several months to verify the extent of this damage which we find so apparent.

The current management, although discouraging the taking of such samples within the past several weeks, has indicated a willingness to permit sampling. However, in discussing this aspect of the survey, it was indicated that there are no surviving samples of the subject brick with which to replace any brick which may be removed for test purposes. The only brick available for such replacement is ¼ inch shorter in height than the existing face brick and would unfortunately create an unsightly and conspicuous patch. We are reluctant to deface the building by creating an unsightly patch, even temporarily, but hope that the prospect of obtaining matching brick is possible within the next several months.

The most practical solution to this increasing porosity of the brick veneer is to restore a degree of waterproofing integrity to the brick facade by the application of two (2) coats of a clear, penetrating masonry sealant such as that manufactured by Chem-Trete in accordance with manufacturer's recommendations.

These treatments can be applied for an approximate cost of $2.00 per square foot, or a cost of $1,200,000 for each building, or a cost for both buildings of . . . $2,400,000

d. Repointing Soft Mortar Joints

Most sealant manufacturers, if confronted with a contract of this magnitude, would provide additional inspection services and guarantees of the work, provided their specifications are closely followed. This may include their requiring miscellaneous pointing of masonry in accordance with generally-accepted standards in the Metropolitan New York area.

Although not specifically required by any inspection report, the sealant manufacturer may require the repointing of an estimated 10% of the surface area to be waterproofed (in addition to the cost of brickwork repair already estimated in other sections of this report), at an estimated cost of $5.00 per square foot for 120,000 square feet . . . $600,000

e. Shifting Parapets

During our inspection we identified two (2) shifting parapets not previously identified by Kurt Rosenbaum, P.E., which we consider to be in need of replacement. (See Photo #7 and #9.) These roof parapets are located on the south-facing elevation of Yorkville Towers at the 42nd and 32nd stories. The cost to repair 240 linear feet of parapet at $600 per linear foot is estimated to be . . . $144,000

f. Bulges and Ripples in Brickwork

Bulges and ripples in the brickwork are apparent throughout the complex but tend to be more prominent in the lower third sections of both buildings. These bulges and ripples are indicators of pent-up stress at relieving angles and.

depending upon their appearance, may also indicate loosened, lifted and/or deflected lintels. The actual cause of this damage is treated under the stress-relieving provisions of the FKC specification.

Once the stress is relieved, the bulges may become unstable and individual panels may detach. It is, therefore, recommended that additional precautions be taken beyond those already specified for stress-relieving where it is apparent there are obvious bulges or ripples present in the wall. These provisions should include the replacement of panels 1-story in height, or the insertion of additional pins throughout the affected panel, to insure stability after the compressive stress has been reduced.

There is no hard-and-fast formula as to which method of repair should be adopted with respect to these patterns of damage. The decision must be made by the inspecting engineer as required in the FKC specification. Bulges and ripples are unsightly indications of stress which may or may not be operative. If the pinning option is selected, the bulges will remain permanent. While pinning would be considerably less expensive than the complete replacement of the damaged panel, the appearance of the building after the pinning repair might be somewhat objectionable as the bulges would be permanent.

The downside of choosing pinning, savings aside, would be that the deflections would be made permanent and would, in effect, prevent accurate estimates of future damage should the damage recur. The most prudent repair would provide for replacement of severely bulged or deflected panels, such as those apparent on the south elevation at the base of the 32-story wing of Ruppert Towers.

The cost to replace brickwork in this area would involve the removal of a 50-foot wide 5-story section of masonry, or 2,250 square feet of masonry at $30 per square foot (cost of stress-relieving and other repairs included elsewhere in this report), or . . . $67,500

It can be assumed that there are at least four (4) additional areas of bulging throughout the complex which will require replacement, for an additional cost of . . . $270,000

g. Air-Conditioner Sleeves

During the inspection of the exterior walls it became apparent that the location and operation of the air-conditioners within the existing air-conditioner sleeves are an increasing problem which may be responsible for many of the window column leaks reported by residents.

The presence of a large volume of water emanating from certain air-conditioner units is an indication of defective evaporator coils which would normally reduce the amount of condensate water discharged from air conditioner sleeves. The evaporators are designed to reduce and dispel condensate water into the atmosphere in the form of vapor. In two particular air-conditioning units observed during the scaffold drop at Ruppert Towers, it was possible to note the progress of the condensate water as it traversed down through the successive windows below the unit.

The presence of defectively-operating air-conditioning units within air-conditioning sleeves which may be pitted, rotted or back-pitched may also be contributing to water damage within window columns. (See Photos #21, #29, #30 and #31.)

At the present time, we assume that the scaffold drop we performed is typical of the buildings and the condition of the air-conditioning units on any particular drop would be similar. During our scaffold drop, we noted two (2) defectively-draining air-conditioning sleeves. Therefore, we estimate the cost to remove and replace two (2) damaged air-conditioning sleeves at each of 50 drops (previously estimated) is estimated to be $1,000 and the replacement of the air conditioning unit is estimated to be $1,000, or a total cost to replace defectively-draining sleeves and their air conditioners to be . . . $100,000

h. Apartment Inspections: Leaks

We inspected a representative number of apartments at various locations in both Ruppert Towers and Yorkville Towers to confirm reports of leaks which appear to be one of the major complaints lodged by present residents of the complex. In order to assist us in pinpointing problems, the

tenants' committee had circulated a questionnaire which, among other things, asked the current residents to detail the location of any leaks within their apartments.

That questionnaire resulted in a substantial volume of responses which we carefully reviewed and which we used as a basis for our inspections. These inspections confirmed the presence of various types of leaks, most of which relate to the exterior walls and window assemblies.

The apartments listed below were inspected during our survey.

Ruppert Towers

1601 Third Avenue
25A, 25F, 22D, 21F, 20D, 20E,19K

1619 Third Avenue
24H, 23A, 22FE, 17C, 15C

Yorkville Towers

1623 Third Avenue
42A, 41K, 36H, 25G, 24F, 20A, 17C

1641 Third Avenue
29G, 25G, 23A, 4E

Approximately 70% of the apartments inspected had evidence of water damage either to the windowsills or to the painted walls surrounding the windows. Some apartments had water damage at the window heads. (See Photo #18.)

The location of these leaks indicates that a predominant number of leaks are related to moisture infiltration into the exterior facade which gravitates toward the window columns and is then conducted downward through the window column framing. These leaks characteristically appear inside the apartments at the top of the window chases where they are conducted to the sides of the window chases, resulting in damage to the interior window edges and the base of the windowsills. (See Photo 18.) Some infiltration occurs in the window sash, but these leaks generally affect

the window column below, unless unusually high winds blow moisture through the window joint at the left or right side gaskets.

Various residents reported that wind-driven rain allowed water to infiltrate through gaskets around windows. This particular aspect of the reported leaks does not relate to damage to the exterior masonry and should be treated upon in a separate report on the function of the windows.

We noted that several of the interior painted metal windowsills are pitted and corroded, indicating that the window surround panels are deteriorating at a greater rate than the frames.

Several residents reported that following a caulking program some time ago window leaks diminished notably.

Another universal complaints of the residents interviewed related to the problems with operating the windows and foggy, opaque thermal panes. Many residents complained that windows could not be cleaned satisfactory because of the moisture content remaining between the panes. (See Photo #25 and #38.)

i. Exterior Inspections from Scaffold

With the assistance of DNA Contracting, who erected a scaffold on the north elevation of the Ruppert Towers building, on June 22, 2001, and the south elevation of Yorkville Towers on June 26, 2001, we performed a visual inspection of the north facade facing upon the 3rd floor terrace garden area. The scaffold drop provided hands-on access to the middle panel of the 29-story building, which we examined from the 24th floor down to the above-noted terrace at the 3rd floor.

The particular location of the scaffold was selected because it offered an opportunity to examine two window columns which terminate at the 15th story, as well as two columns which begin at the 15th story. The north side was selected because of the predominance of efflorescent stains noted, as seen from the roof of the 24-story building during earlier inspections of the facade.

The scaffold inspection confirmed our opinion as to the presence of numerous problems associated with the classic description of "creep" and its affects on the aging of a building 25 years of age. The scaffold inspection further enhanced our knowledge of the design methods for controlling moisture traveling within the window columns. We noted with interest the various modifications which have been effected to the waterproofing of these exterior window column lines, including the drilling of additional weep holes within the frames at the filler panels beneath the window sash and the various caulking techniques employed over a number of years during attempts to reduce or eliminate wind-driven leaks. (See Photos #22, #25, #31, #37, #38 and #39.)

We had the occasion to inspect and photograph water dripping through the column from air-conditioning units and have concluded that air-conditioning units and their sleeves appear to be causing or contributing to localized leaks within the direct line below them. Many air-conditioning units in operation during the morning of our inspection produced no apparent condensed water, but one or two units within the column produced prodigious amounts of condensate water which proceeded to run from the sills of the panel housing the air-conditioner sleeve to several windows below, running in and out of the window frames.

During the inspection we also noted and photographed evidence of rusting relieving angles and substantial evidence of crushing damage to the exterior brickwork at the location of horizontal control joints, a further indication that the stress-relieving lines designed into the original construction no longer performed their function, if in fact they ever did. (See Photos #23, #27 and #33.)

The termination point at the base of the two window columns located at the 15th floor provided another example of the damaging effect of entrapped water within the window columns, as evidenced by the presence of frozen and detached mortar joints, the development of moss and the incidence of wet patches welling from within the wall. There is substantial damage to the masonry at these termination points which continues for two stories below the window column termination, creating a zone where the entrapped

water penetrates through the walls. This water is free to pass from floor to floor but is eventually captured at the bottom termination point of the column where it then erupts from the brick masonry. The presence of this water is apparent from the street below and from the adjacent 24th floor roof by the volume of efflorescence evident in the exterior brick from above the 24th floor down to the 15th floor. (See Photos #26, #27, #28 and #29.)

19. Conclusion

We have completed a series of inspections of Ruppert Towers and Yorkville Towers buildings. We have examined a representative number of apartment interiors as well as all exterior walls and roofs from various vantage points, including hands-on scaffold inspections.

In preparing this report, we have referred to the Offering Plan which contains within it a detailed building description prepared by Paul J. Gallo, R.A., of Giannasca Gallo Architects, P.C., and two engineering reports, one prepared by Kurt Rosenbaum, P.E., of KRA Associates, Inc. and the second by the firm of Feld, Kaminetzky & Cohen, P.C. Both reports recommend masonry repair work to be performed and both indicate the possible presence of loose, shifting or otherwise unsound masonry at various locations.

In reviewing the FKC report which was prepared in the year 2000, it is apparent that they relied upon the 1996 report of KRA Associates without making direct reference to that report. Of the two reports, the more informative as to the type of damage noted is clearly the KRA report, which documents certain portions of the facades as containing "pronounced brick shifts and loose bricks," "deflected lintels," "shifted outside facing panels," and "spalls and pronounced shifts." These definitions, while perfectly acceptable under the 1996 guidelines (Local Law 10), would require the designation of "unsafe" under the current guidelines of Local Law 11/98.

This change in definition will have great impact upon the current building owners and possibly the future owners, as the costs outlined for those areas of damage designated is in excess of 13 million dollars. The more immediate damage containing "unsafe" conditions as described by the new Building Department criteria

must be performed this construction season in order to comply with Local Law 11 by February 21, 2002. The repairs detailed within the two earlier reports are mandated under Local Law 11 and a report of the condition of the walls must be free of any reference to potentially "unsafe" conditions if it is to conform to the new criteria on or before February 21, 2002.

The areas of damage detailed in the Rosenbaum report have been estimated at current prices, as have the minimum estimated costs incurred in executing the specification as written by FKC in 2000. The costs of the recommendations submitted by these firms have been supplemented by our own estimated costs, continuing and completing portions of the repair work previously noted by the two preceding engineering firms.

In addition to the areas noted and the techniques dictated, we have included additional items of concern which provide for the application of masonry sealants, as well as repair of parapets, copings and wall transitions at the roof level; also included are the replacement and repair of miscellaneous window air-conditioning units and sleeves, all of which were not included in earlier studies.

This survey does not address the possible effects of the structural design and performance of the window columns as a vehicle for the distribution of storm and air-conditioner condensate water within the structure of the walls, but the window design is deemed to be damaged by the effects of weathering and settlement stress on the internal structures of the window columns.

One of our basic conclusions is that the window lines are causing and contributing to the destruction of the brickwork as a result of flooding the brick veneer. This damage has caused the transmission of moisture into the brickwork from the interior surface of the cavity wall to the outside surface of the brickwork, creating an increasing porosity in the brick facade, which in its current condition is prone to absorb water during inclement weather.

In addition to the water infiltration problems noted, it is apparent from inspection that the horizontal relieving angles designed at alternate floors and installed when the building was constructed have failed and/or are failing to provide sufficient stress relief to the brick veneer so that numerous patterns of damage directly related to "creep" have appeared at the brick facade. That damage is apparent in stepping-crack patterns, crushed brick bearings at

relieving lines and the general deterioration of the exterior brick face through patterns of brick spalls and corner cracks at windows and/or transitions between story heights or discontinued window columns.

At the time of this writing, we have been unsuccessful in obtaining permission to remove brick samples for testing to determine the extent of damage, if any, they have sustained after 25 years of exposure to the elements. It is proposed that six (6) bricks in pristine condition be removed from each of the two buildings (perhaps at one of the roof tower areas) to be subjected to moisture-absorption, freeze-thaw cycling and compressive stress tests to determine their continued serviceability under generally-accepted standards for exterior brick face.

These results would be compared with a similar number of new brick of the same type to determine the full extent of damage sustained. If the tests prove negative, the cost to apply two applications of sealant which we have recommended in this survey may not be sufficient to provide waterproof integrity.

It is conclusive that the building contains major problems. "Creep" coupled with defective waterproofing in the window columns has contributed to major leak complaints throughout the building, which have effectively reduced the quality of life currently enjoyed by the residents. It may also be said that, at the present time, most, if not all, of the leaks reported are within the window columns and not in any portions of apartments remote from the windows. In our opinion, this current situation is transitional and will worsen with the increased permeability of the brick. This condition will hasten the corrosion of the relieving angles which, although minimally evident at the present time, can be expected to accelerate as the "creep" and the failure of waterproofing systems within the wall alternately contribute to each other's deterioration, as documented by the changes which have occurred since the KRA Associates report in 1996.

B. Estimate of Costs for Masonry Repairs and Waterproofing

| | | |
|---|---|---|
| **Scaffolding & Bridging** | | |
| Cost to install bridging | $250,000 | |
| Rental charges for bridging | 225,000 | |
| | | $475,000 |
| **Estimated Repair Costs Identified by Kurt Rosenbaum, P.E.** | | |
| *Ruppert Towers* | | |
| Floor 34-west window setback | 54,000 | |
| Floors 23 & 24-west window setback/north elevation | 19,360 | |
| Floors 26 thru 28-east-facing window setback | 58,080 | |
| Floors 26 thru 28-north elevation parapet and wall below | 6,000 | |
| Floor 24-south elevation parapet wall | 27,000 | |
| | | |
| *Yorkville Towers* | | |
| Floor 42-west window setback | 80,000 | |
| Floor 42-north window setback | 120,800 | |
| Floor 37-west window setback | 9,000 | |
| Floor 37-east window setback | 54,000 | |
| Floor 37-north window setback | 135,600 | |
| Floor 27-west window setback | 28,800 | |
| Floor 34 thru 37-rear window west setback | 99,800 | |
| **Total Repairs (Kurt Rosenbaum, P.E.)** | | $692,440 |
| | | |

| | | |
|---|---|---|
| **Damage Detailed by Feld, Kaminetzky & Cohen** | | |
| Rig scaffolding | 300,000 | |
| Survey of damage from scaffolding | 375,000 | |
| Repairs to masonry required in Local Law 10 report | 900,000 | |
| Cost of materials | 225,000 | |
| Replacement of flashings | 6,040,000 | |
| **Total Repairs (Feld, Kaminetzky & Cohen)** | | $7,840,000 |
| **Repairs Recommended by John J. Flynn, P.E.** | | |
| Copings including seal coat | 30,000 | |
| Transitions at truncated corners | 96,000 | |
| Twelve (12) wall panels | 30,000 | |
| Stepping cracks | 375,000 | |
| Clear, penetrating sealer | 2,400,000 | |
| Repoint soft mortar joints | 600,000 | |
| Shifting Parapets | 144,000 | |
| Repair bulges and ripples | 337,500 | |
| Air-conditioner units and sleeves | 100,000 | |
| **Total Repairs (John J. Flynn, P.E.)** | | $4,112,500 |
| **TOTAL COST OF REPAIRS** | | $13,119,940 |

C. Windows and Spandrel Panels

The windows are anodized aluminum; insulated; center pivot (though a few locations have fixed and projected) windows with painted metal jamb and stool (sill) casing. The windows are equipped with stops located on the interior metal stools and are anchored to reinforced concrete columns located on each side of the window unit.

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# WATER REPORT

## (DOCUMENT NUMBER 1 CONTINUED)

COSMOPOLITAN CHEMICAL COMPANY
*A Division of the Metro Group, Inc.*
*Consulting Services and International Water Treatment*

50-23 Twenty Third Street
Long Island City, NY 11101
TEL: (718) 729-7200
FAX: (718) 729-8677

December 10, 2001

RY MANAGEMENT
1619 Third Avenue
New York, NY 10128

Attention: Mr. Robert Vaccarello, President

Subject: **Study of Domestic Water at Ruppert & Yorkville Towers, New York City**

Dear Mr. Vaccarello,

You have requested that we investigate complaints made by tenants of certain apartments at the premises concerning intermittent brown and discolored water coming from plumbing fixtures in their units. Following our past and current water sampling and survey of the piping systems at the subject locations on December 5 & 6, 2001, we would like to present our findings as below:

1. Your piping systems including the main headers in the basements are made of copper.
2. Steel or ferrous metal are only present at the cold water booster pumps, header valves and fittings like elbow, flanges and the like.
3. All steel fittings are corroded with rust buildup inside. See photos attached. Some may have been replaced with the same material but corrosion continues.
4. Chlorine depletion at stagnated spots and in the hot water loops, permitting growths of organics. See attached field test results.
5. Deposits that have caused discoloration of water are iron and organics.
6. Discoloration tends to appear when flow velocity increases after a period of low or no water usage. Discoloration tends to appear mostly at hot water outlets.
7. Water sample analyses are attached. Such analyses do not reveal any hazardous or unsafe conditions.

The findings suggest the following causes:

1. The source of iron comes mostly from galvanic corrosion of the steel fittings and valves with a small portion from the street water mains.
2. The source of organics can be from the roof storage tanks which could require periodic cleaning and from depletion of chlorine at no flow or intermittent flow areas. Depletion occurs because of chemical reactions between chlorine and contact surfaces of metal and organics. Depletion per se is common in large distribution systems. Depletion of chlorine enables development of organic materials on pipe surfaces, particularly on iron

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3. More discoloration in hot water than in cold water was a result of higher retention time in the hot water systems than in the cold water. The retention allows depletion of chlorine, settling of iron deposits and accumulation of insoluble solids. These deposits get sloughed off during high water usage or high flow velocity.

To minimize discoloration, we recommend that:

1. Replacement of the cold water fittings and valves located at the feed water line to the hot water mixing valves with copper alloy valves and fittings to avoid immediate release of iron oxides into the hot water systems.
2. Installation of automatic sand filters after the roof storage tank at the 6-inch discharge headers to catch suspended solids originated from the street steel mains and the roof tanks.
3. Installation of full stream polishing bag filters at the hot water circulating pump discharge to catch solids slipped through the cold water filters.
4. Disinfection cleaning of the hot water pipes with chlorine after installation of the filters.
5. Periodic cleaning of roof storage tanks as per New York City Guidelines.

We estimate the total cost of Items 1 through 5 for both buildings to be approximately $93,000.00.

Since the piping systems and main headers in the basement are copper, replacement of same are not required or indicated.

You might consider the following as a long term solution to minimize discoloration although they are not necessary at this time:

1. Replacement of all ferrous metal valves, pump fixtures and fittings in the basement and the penthouse pump room with stainless steel or copper alloys.
2. Connections where use of ferrous metal is unavoidable, dielectric fittings or polypropylene lined ferrous metal should be used to avoid direct contacts between dissimilar metals to overcome galvanic corrosion.

We hope that you will find the report helpful and please feel free to contact us for questions.

Yours truly,
Cosmopolitan Chemical Company

Clive Ling
Manager Consulting Services, CWT

CL:cl
Enclosures
CC Mr. Daniel Slatz of Herrick Feinstein
Our File:rybudgetforbothtowers.doc

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RY MANAGEMENT BUDGET
December 11, 2001

ATTACHMENT A – FIELD TEST RESULTS PERFORMED ON DECEMBER 5, 2001.

| RUPPERT BUILDING | | | | | |
|---|---|---|---|---|---|
| Location | PH | Chlorine Free | Chlorine Total | Clarity | Remarks |
| Basement Main | 7.5 | 0.5 | 0.7 | Clear | First draw was dirty and low in chlorine because of a dead leg. |
| Low Zone Cold Locker Room | 7.5 | 0.5 | 0.6 | Clear | First draw was clear, indicating a high usage area. |
| Low Zone Hot Locker Room | 7.4 | 0 | 0.1 | Clear | Same as above. |
| High Zone Cold 34th Flr. Closet | 7.3 | 0.6 | 0.6 | Clear | First draw was clear. |
| High Zone Cold 34th Flr. Closet | 7.1 | 0 | 0.1 | Clear | Same as above. |
| **YORKVILLE BUILDING** | | | | | |
| Location | PH | Chlorine Free | Chlorine Total | Clarity | Remarks |
| Basement Main | 7.4 | 0.5 | 0.6 | Clear | First draw was clear. |
| Low Zone Cold Locker Room | 7.3 | 0.5 | 0.6 | Clear | Same as above |
| Low Zone Hot | 7.1 | 0 | 0.1 | Clear | Same as above |
| High Zone Cold | 7.2 | 0.5 | 0.6 | Clear | Same as above |
| High Zone Hot 34th Flr. Closet | 6.9 | 0 | 0 | Clear | Same as above |

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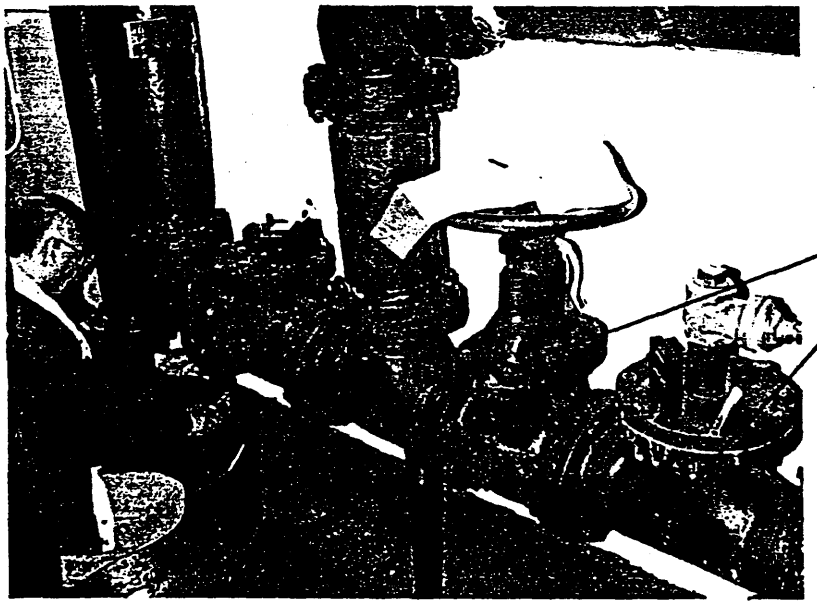
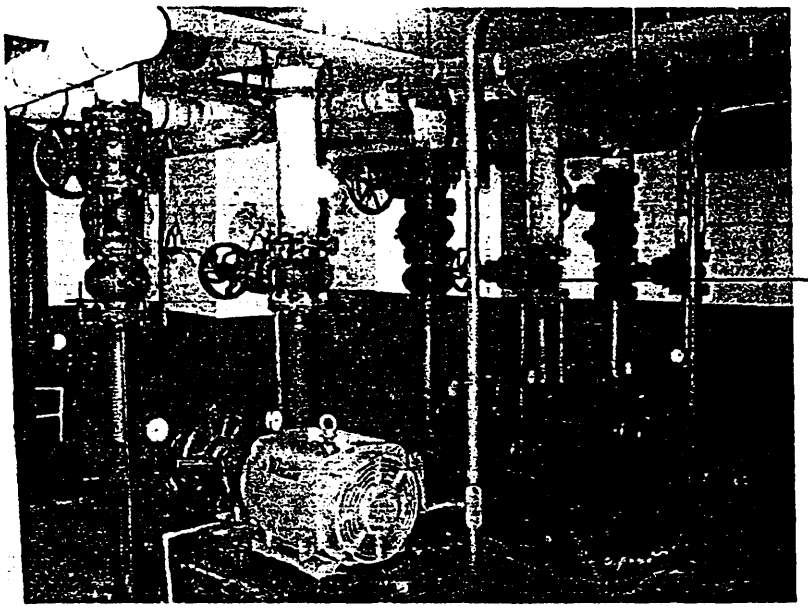
RY MANAGEMENT BUDGET
December 11, 2001

ATTACHMENT B – PHOTOGRAPHS OF PIPING TAKEN ON DECEMBER 5, 2001.



Basement Mains
Iron Valves &
Fittings



Basement House
Pumps to lift water
To Roof Tanks
Steel Valves & Fittings

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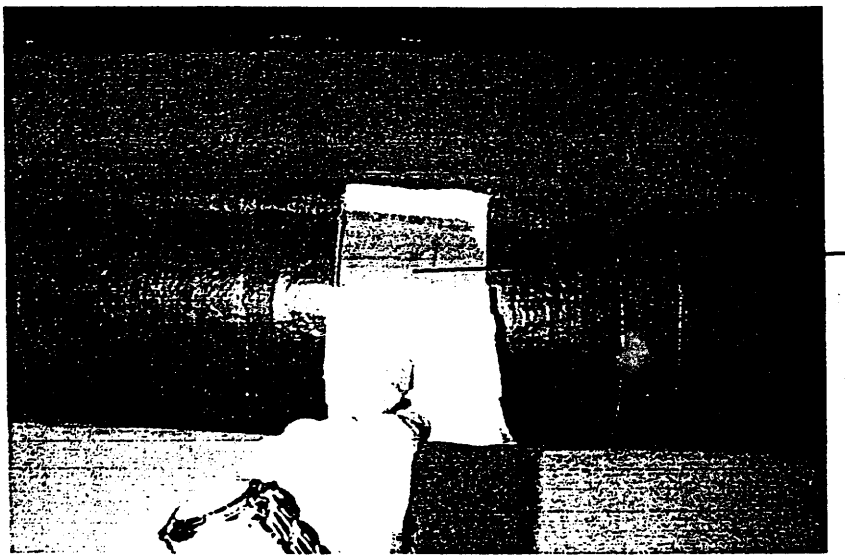
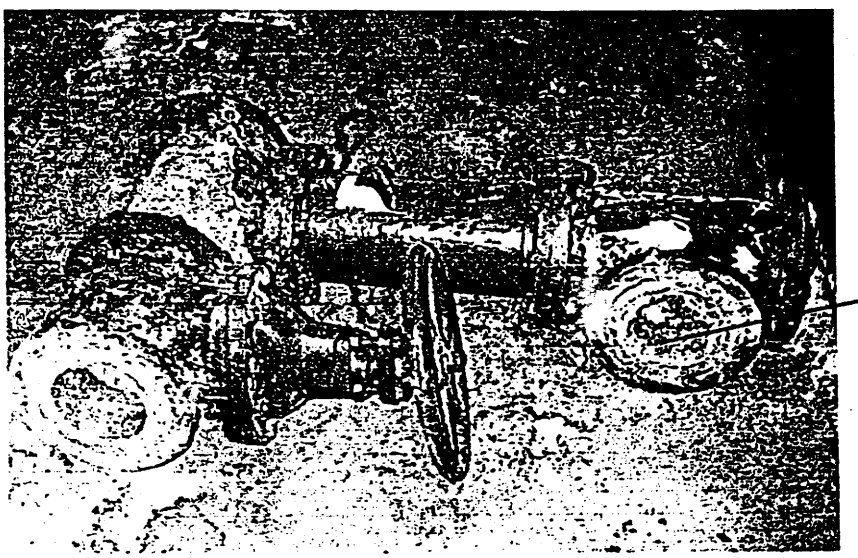


Copper Pipes revealed along the main headers.



Corroded Steel Fittings & Valves

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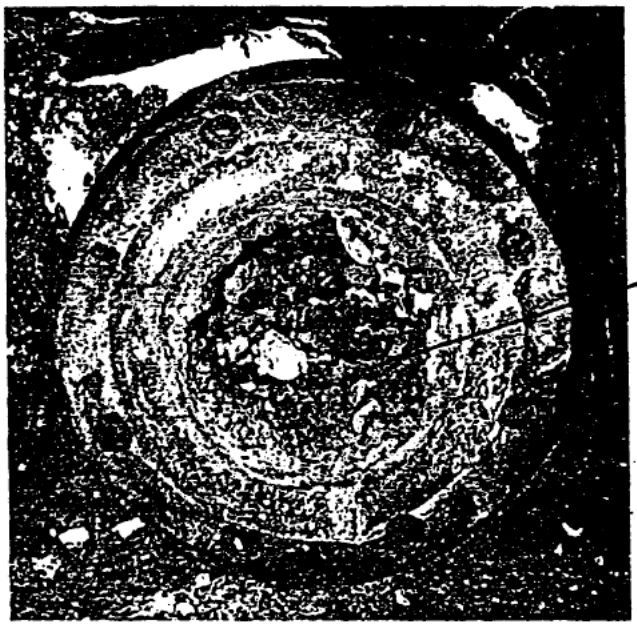
December 11, 2001



Close up view of internal corrosion

Steel Gate Valve
Corroded Inside

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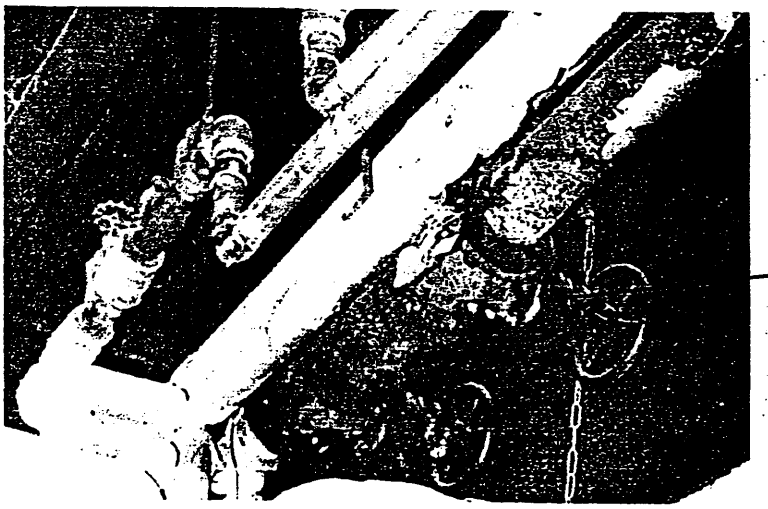
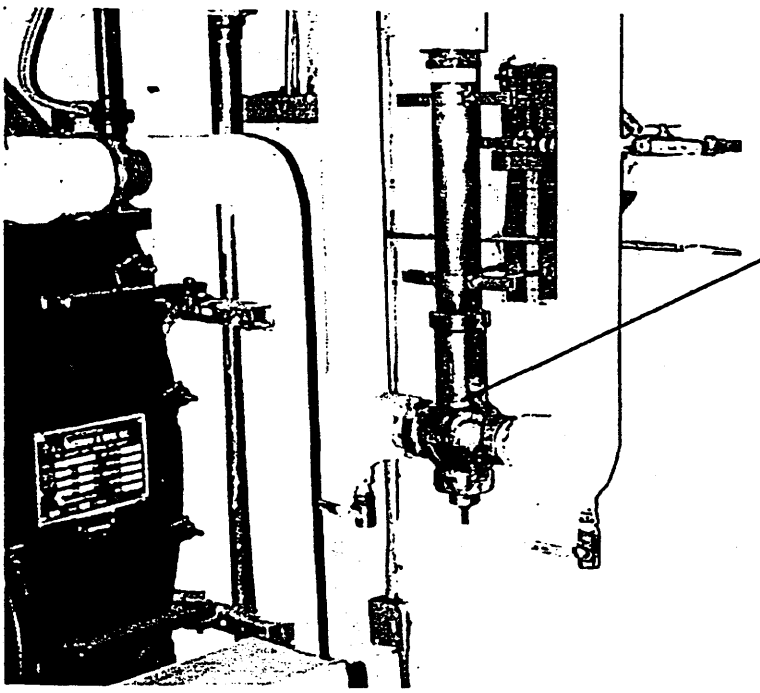


Steel Valves at Make up Line to the Hot Water Mixing Valve



Mixing Valve by The Steam Boiler With Copper Pipes And Copper Alloy Fittings

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# *Certificate of Analysis*
# *Biological Potability Analysis*

**DATE:** DECEMBER 12, 2001

**RY MANAGEMENT**
**1619 THIRD AVENUE**
**NEW YORK, N.Y.**

**ANALYSIS NUMBER:** 8482-1

**SOURCE OF WATER:** WATER FROM YORK LOW L ROOM HOT RUPERT

**DATE OF COLLECTION:** 12/5/01

**BACTERIA COUNT, 48 HRS. 35°C, per ml:** <1

**MOST PROBABLE NUMBER OF COLIFORM ORGANISMS, PER 100 ml:** <1.1

**MOST PROBABLE NUMBER OF FECAL COLIFORMS, PER 100 ml:** <1.1

**COMMENT: ABSENCE OF COLIFORM ORGANISMS AND A LOW BACTERIA COUNT INDICATE THIS WATER IS OF GOOD SANITARY QUALITY; BACTERIOLOGICALLY FIT FOR HUMAN CONSUMPTION.**

*Jackie Darvishzadeh*
**JACKIE DARVISHZADEH**
**LABORATORY MANAGER**

**JD/ds**

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# Certificate of Analysis
# Biological Potability Analysis

DATE: DECEMBER 12, 2001

RY MANAGEMENT
1619 THIRD AVENUE
NEW YORK, N.Y.

ANALYSIS NUMBER: 8482-2

SOURCE OF WATER: WATER FROM YORK MAIN

DATE OF COLLECTION: 12/5/01

BACTERIA COUNT, 48 HRS. 35°C, per ml: <1

MOST PROBABLE NUMBER OF COLIFORM ORGANISMS, PER 100 ml: <1.1

MOST PROBABLE NUMBER OF FECAL COLIFORMS, PER 100 ml: <1.1

COMMENT: ABSENCE OF COLIFORM ORGANISMS AND A LOW BACTERIA COUNT INDICATE THIS WATER IS OF GOOD SANITARY QUALITY; BACTERIOLOGICALLY FIT FOR HUMAN CONSUMPTION.

Jackie Darvishzadeh
JACKIE DARVISHZADEH
LABORATORY MANAGER

JD/ds

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# Certificate of Analysis
# Biological Potability Analysis

DATE: DECEMBER 12, 2001

RY MANAGEMENT
1619 THIRD AVENUE
NEW YORK, N.Y.

ANALYSIS NUMBER: 8482-3

SOURCE OF WATER: WATER FROM YORK HIGH 42ND COLD

DATE OF COLLECTION: 12/5/01

BACTERIA COUNT, 48 HRS. 35°C, per ml: 1

MOST PROBABLE NUMBER OF COLIFORM ORGANISMS, PER 100 ml: <1.1

MOST PROBABLE NUMBER OF FECAL COLIFORMS, PER 100 ml: <1.1

COMMENT: ABSENCE OF COLIFORM ORGANISMS AND A LOW BACTERIA COUNT INDICATE THIS WATER IS OF GOOD SANITARY QUALITY; BACTERIOLOGICALLY FIT FOR HUMAN CONSUMPTION.

Jackie Darvishzadeh
JACKIE DARVISHZADEH
LABORATORY MANAGER

JD/ds

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# Certificate of Analysis
# Biological Potability Analysis

**DATE:** DECEMBER 12, 2001

**RY MANAGEMENT**
**1619 THIRD AVENUE**
**NEW YORK, N.Y.**

**ANALYSIS NUMBER:** 8482-4

**SOURCE OF WATER:** WATER FROM YORK HIGH 42ND HOT

**DATE OF COLLECTION:** 12/5/01

**BACTERIA COUNT, 48 HRS. 35°C, per ml:** <1

**MOST PROBABLE NUMBER OF COLIFORM ORGANISMS, PER 100 ml:** <1.1

**MOST PROBABLE NUMBER OF FECAL COLIFORMS, PER 100 ml:** <1.1

**COMMENT: ABSENCE OF COLIFORM ORGANISMS AND A LOW BACTERIA COUNT INDICATE THIS WATER IS OF GOOD SANITARY QUALITY; BACTERIOLOGICALLY FIT FOR HUMAN CONSUMPTION.**

Jackie Darvishzadeh
**JACKIE DARVISHZADEH**
**LABORATORY MANAGER**

**JD/ds**

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# Certificate of Analysis
# Biological Potability Analysis

DATE: DECEMBER 12, 2001

RY MANAGEMENT
1619 THIRD AVENUE
NEW YORK, N.Y.

ANALYSIS NUMBER: 8482-5

SOURCE OF WATER: WATER FROM YORK LOCK ROOM LOW COLD

DATE OF COLLECTION: 12/5/01

BACTERIA COUNT, 48 HRS. 35°C, per ml: 7

MOST PROBABLE NUMBER OF COLIFORM ORGANISMS, PER 100 ml: <1.1

MOST PROBABLE NUMBER OF FECAL COLIFORMS, PER 100 ml: <1.1

COMMENT: ABSENCE OF COLIFORM ORGANISMS AND A LOW BACTERIA COUNT INDICATE THIS WATER IS OF GOOD SANITARY QUALITY; BACTERIOLOGICALLY FIT FOR HUMAN CONSUMPTION.

Jackie Darvishzadeh
JACKIE DARVISHZADEH
LABORATORY MANAGER

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50-23 Twenty Third Street
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TEL: (718) 729-7200
FAX: (718) 729-8677

December 19, 2001

RY MANAGEMENT
1619 Third Avenue
New York, NY 10128

Attention: Mr. Robert Vaccarello, President

Subject: **Study of Domestic Water at Ruppert & Yorkville Towers, New York City**

Dear Mr. Vaccarello,

Enclosed please find our supplementary EPA metal scan reports. As mentioned in the report dated December 10, 2001, the test results indicate no harmful substances detected. They also confirm the previous observations, slight deposition of iron and an increase in copper levels in hot water.

We hope that you will find the report helpful and please feel free to contact us for questions.

Yours truly,
Cosmopolitan Chemical Company

Clive Ling
Manager Consulting Services, CWT

CL:cl
Enclosures
CC Mr. Daniel Slatz of Herrick Feinstein
Our File:rybudgetforbothtowers2.doc

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## CERTIFICATE OF ANALYSIS
# METAL SCAN ANALYSIS

**RY MANAGEMENT**
**1619 THIRD AVE.**
**NEW YORK, NY**

**ANALYSIS NO.: 8482-1**
**DATE: 12-19-01**
**SAMPLING DATE: 12-5-01**

**SOURCE OF SAMPLE – WATER FROM YORKVILLE - LOW ZONE LOCKER ROOM HOT**
Tests: Chemical analysis for conformance with Safe Drinking Water Act.

| PARAMETER | YOUR RESULT | SAFE DRINKING WATER ACT MAX. CONTAMINANT LEVEL | |
|---|---|---|---|
| Chloride | 6.8 | 250 | mg/L |
| Color | <5.0 | 15 | Units |
| Conductivity | 81 | | mhos/cm |
| Fluoride | 1.0 | 2.2 | mg/L |
| Corrosivity (L.S.I.) | 3.02 | | Uniits |
| Nitrate N | 0.18 | 10.0 | mg/L |
| Odor | 0 | 3 | Units |
| pH | 6.5 | 6.5-8.5 | Units |
| Sulfate | 5.1 | 250 | mg/L |
| Total Alkalinity | 14.3 | | mg/L |
| Total Dissolve Solids | 73 | | mg/L |
| Turbidity | <1.0 | 5.0 | ntu |
| Arsenic | <3.0 | 50.0 | ug/L |
| Barium | <0.20 | 2.0 | mg/L |
| Cadmium | <5.00 | 5.0 | ug/L |
| Calcium | 6.15 | | mg/L |
| Chromium | <0.01 | .10 | mg/L |
| Copper | 0.14 | 1.3 | mg/L |
| Lead | <1.0 | 15.0 | ug/L |
| Iron | <0.04 | .30 | mg/L |
| Magnesium | 1.26 | | mg/L |
| Manganese | 0.03 | 0.30 | mg/L |
| Sodium | 7.37 | 250. | mg/L |
| Total Hardness | 20.5 | | mg/L |
| Zinc | <0.02 | 5.0 | mg/L |

**CODES: MCL (Maximum Contaminant Level), mg/L (milligrams/liter - ppm), * indicates analyte exceeds EPA/SDWA proposed maximum contamination level.**

**COMMENTS:** ALL PARAMETERS FALL WITHIN THE MAXIMUM CONTAMINANT LEVELS STIPULATED FOR A SAFE DRINKING WATER.
JD:gn

*Jackie Darvishzadeh*
LABORATORY MANAGER

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## CERTIFICATE OF ANALYSIS

# METAL SCAN ANALYSIS

RY MANAGEMENT
1619 THIRD AVE.
NEW YORK, NY

ANALYSIS NO.: 8482-2
DATE: 12-19-01
SAMPLING DATE: 12-5-01

**SOURCE OF SAMPLE – WATER FROM YORKVILLE MAIN COLD**
Tests: Chemical analysis for conformance with Safe Drinking Water Act.

| PARAMETER | YOUR RESULT | SAFE DRINKING WATER ACT MAX. CONTAMINANT LEVEL | |
|---|---|---|---|
| Chloride | 6.9 | 250 | mg/L |
| Color | <5.0 | 15 | Units |
| Conductivity | 80 | | mhos/cm |
| Fluoride | 1.0 | 2.2 | mg/L |
| Corrosivity (L.S.I.) | 3.04 | | Uniits |
| Nitrate N | 0.17 | 10.0 | mg/L |
| Odor | 0 | 3 | Units |
| pH | 6.5 | 6.5-8.5 | Units |
| Sulfate | 5.1 | 250 | mg/L |
| Total Alkalinity | 14.4 | | mg/L |
| Total Dissolve Solids | 72 | | mg/L |
| Turbidity | <1.0 | 5.0 | ntu |
| Arsenic | <3.0 | 50.0 | ug/L |
| Barium | <0.20 | 2.0 | mg/L |
| Cadmium | <5.00 | 5.0 | ug/L |
| Calcium | 6.11 | | mg/L |
| Chromium | <0.01 | .10 | mg/L |
| Copper | <0.02 | 1.3 | mg/L |
| Lead | <1.0 | 15.0 | ug/L |
| Iron | 0.05 | .30 | mg/L |
| Magnesium | 1.28 | | mg/L |
| Manganese | 0.02 | 0.30 | mg/L |
| Sodium | 7.59 | 250. | mg/L |
| Total Hardness | 20.5 | | mg/L |
| Zinc | <0.02 | 5.0 | mg/L |

**CODES: MCL (Maximum Contaminant Level), mg/L (milligrams/liter - ppm), * Indicates analyte exceeds EPA/SDWA proposed maximum contamination level.**

**COMMENTS:** ALL PARAMETERS FALL WITHIN THE MAXIMUM CONTAMINANT LEVELS STIPULATED FOR A SAFE DRINKING WATER.

JD:gn

*Jackie Darvishzadeh*
LABORATORY MANAGER

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## CERTIFICATE OF ANALYSIS

# METAL SCAN ANALYSIS

**RY MANAGEMENT**
**1619 THIRD AVE.**
**NEW YORK, NY**

**ANALYSIS NO.: 8482-3**
**DATE: 12-19-01**
**SAMPLING DATE: 12-5-01**

**SOURCE OF SAMPLE – WATER FROM YORKVILLE HIGH ZONE, 42ND FLOOR COLD**
Tests: Chemical analysis for conformance with Safe Drinking Water Act.

| PARAMETER | YOUR RESULT | SAFE DRINKING WATER ACT MAX. CONTAMINANT LEVEL | |
|---|---|---|---|
| Chloride | 7.1 | 250 | mg/L |
| Color | <5.0 | 15 | Units |
| Conductivity | 80 | | mhos/cm |
| Fluoride | 1.0 | 2.2 | mg/L |
| Corrosivity (L.S.I.) | 3.01 | | Uniits |
| Nitrate N | 0.18 | 10.0 | mg/L |
| Odor | 0 | 3 | Units |
| pH | 6.5 | 6.5-8.5 | Units |
| Sulfate | 6.4 | 250 | mg/L |
| Total Alkalinity | 14.6 | | mg/L |
| Total Dissolve Solids | 72 | | mg/L |
| Turbidity | <1.0 | 5.0 | ntu |
| Arsenic | <3.0 | 50.0 | ug/L |
| Barium | <0.20 | 2.0 | mg/L |
| Cadmium | <5.00 | 5.0 | ug/L |
| Calcium | 6.28 | | mg/L |
| Chromium | <0.01 | .10 | mg/L |
| Copper | <0.02 | 1.3 | mg/L |
| Lead | <1.0 | 15.0 | ug/L |
| Iron | 0.03 | .30 | mg/L |
| Magnesium | 1.30 | | mg/L |
| Manganese | 0.02 | 0.30 | mg/L |
| Sodium | 7.45 | 250. | mg/L |
| Total Hardness | 21.0 | | mg/L |
| Zinc | <0.02 | 5.0 | mg/L |

**CODES: MCL (Maximum Contaminant Level), mg/L (milligrams/liter - ppm), * indicates analyte exceeds EPA/SDWA proposed maximum contamination level.**

**COMMENTS:** ALL PARAMETERS FALL WITHIN THE MAXIMUM CONTAMINANT LEVELS STIPULATED FOR A SAFE DRINKING WATER.

JD:gn

*Jackie Darvishzadeh*
**LABORATORY MANAGER**

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## CERTIFICATE OF ANALYSIS

# METAL SCAN ANALYSIS

**RY MANAGEMENT**
**1619 THIRD AVE.**
**NEW YORK, NY**

**ANALYSIS NO.: 8482-4**
**DATE: 12-19-01**
**SAMPLING DATE: 12-5-01**

**SOURCE OF SAMPLE – WATER FROM YORKVILLE HIGH ZONE, 42ND FLOOR HOT**
Tests: Chemical analysis for conformance with Safe Drinking Water Act.

| PARAMETER | YOUR RESULT | SAFE DRINKING WATER ACT MAX. CONTAMINANT LEVEL | |
|---|---|---|---|
| Chloride | 7.0 | 250 | mg/L |
| Color | <5.0 | 15 | Units |
| Conductivity | 78 | | mhos/cm |
| Fluoride | 1.0 | 2.2 | mg/L |
| Corrosivity (L.S.I.) | 4.50 | | Uniits |
| Nitrate N | 0.17 | 10.0 | mg/L |
| Odor | 0 | 3 | Units |
| pH | 6.1 | 6.5-8.5 | Units |
| Sulfate | <5.0 | 250 | mg/L |
| Total Alkalinity | 12.8 | | mg/L |
| Total Dissolve Solids | 70 | | mg/L |
| Turbidity | <1.0 | 5.0 | ntu |
| Arsenic | <3.0 | 50.0 | ug/L |
| Barium | <0.20 | 2.0 | mg/L |
| Cadmium | <5.00 | 5.0 | ug/L |
| Calcium | 5.89 | | mg/L |
| Chromium | <0.00 | .10 | mg/L |
| Copper | 0.35 | 1.3 | mg/L |
| Lead | <1.0 | 15.0 | ug/L |
| Iron | 0.04 | .30 | mg/L |
| Magnesium | 1.14 | | mg/L |
| Manganese | 0.02 | 0.30 | mg/L |
| Sodium | 7.50 | 250. | mg/L |
| Total Hardness | 19.4 | | mg/L |
| Zinc | 0.03 | 5.0 | mg/L |

**CODES: MCL (Maximum Contaminant Level), mg/L (milligrams/liter - ppm), * indicates analyte exceeds EPA/SDWA proposed maximum contamination level.**

**COMMENTS:** ALL PARAMETERS FALL WITHIN THE MAXIMUM CONTAMINANT LEVELS STIPULATED FOR A SAFE DRINKING WATER.

JD:gn

*Jackie Darvishzadeh*
**LABORATORY MANAGER**

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COSMOPOLITAN CHEMICAL COMPANY
*A Division of the Metro Group, Inc.*
*Consulting Services and International Water Treatment*

50-23 Twenty Third Street
Long Island City, NY 11101
TEL: (718) 729-7200
FAX: (718) 729-8677

## CERTIFICATE OF ANALYSIS

# METAL SCAN ANALYSIS

**RY MANAGEMENT**
**1619 THIRD AVE.**
**NEW YORK, NY**

**ANALYSIS NO.: 8482-5**
**DATE: 12-19-01**
**SAMPLING DATE: 12-5-01**

**SOURCE OF SAMPLE – WATER FROM YORKVILLE - LOCKER ROOM LOW ZONE COLD**
Tests: Chemical analysis for conformance with Safe Drinking Water Act.

| PARAMETER | YOUR RESULT | SAFE DRINKING WATER ACT MAX. CONTAMINANT LEVEL | |
|---|---|---|---|
| Chloride | 7.2 | 250 | mg/L |
| Color | <5.0 | 15 | Units |
| Conductivity | 77 | | mhos/cm |
| Fluoride | 1.0 | 2.2 | mg/L |
| Corrosivity (L.S.I.) | -2.93 | | Uniits |
| Nitrate N | 0.17 | 10.0 | mg/L |
| Odor | 0 | 3 | Units |
| pH | 6.6 | 6.5-8.5 | Units |
| Sulfate | 5.6 | 250 | mg/L |
| Total Alkalinity | 14.0 | | mg/L |
| Total Dissolve Solids | 69 | | mg/L |
| Turbidity | <1.0 | 5.0 | ntu |
| Arsenic | <3.0 | 50.0 | ug/L |
| Barium | <0.20 | 2.0 | mg/L |
| Cadmium | <5.00 | 5.0 | ug/L |
| Calcium | 6.22 | | mg/L |
| Chromium | <0.01 | .10 | mg/L |
| Copper | < 0.02 | 1.3 | mg/L |
| Lead | <1.0 | 15.0 | ug/L |
| Iron | 0.02 | .30 | mg/L |
| Magnesium | 1.29 | | mg/L |
| Manganese | 0.02 | 0.30 | mg/L |
| Sodium | 7.44 | 250. | mg/L |
| Total Hardness | 20.8 | | mg/L |
| Zinc | <0.02 | 5.0 | mg/L |

**CODES: MCL (Maximum Contaminant Level), mg/L (milligrams/liter - ppm), * indicates analyte exceeds EPA/SDWA proposed maximum contamination level.**

**COMMENTS:** ALL PARAMETERS FALL WITHIN THE MAXIMUM CONTAMINANT LEVELS STIPULATED FOR A SAFE DRINKING WATER.

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## CERTIFICATE OF ANALYSIS

# METAL SCAN ANALYSIS

**RY MANAGEMENT**
**1619 THIRD AVE.**
**NEW YORK, NY**

**ANALYSIS NO.: 8491-1**
**DATE: 12-19-01**
**SAMPLING DATE: 12-4-01**

**SOURCE OF SAMPLE – WATER FROM RUPERT TOWER – LOW ZONE, HOT WATER**
Tests: Chemical analysis for conformance with Safe Drinking Water Act.

| PARAMETER | YOUR RESULT | SAFE DRINKING WATER ACT MAX. CONTAMINANT LEVEL | |
|---|---|---|---|
| Chloride | 6.7 | 250 | mg/L |
| Color | <5.0 | 15 | Units |
| Conductivity | 82 | | mhos/cm |
| Fluoride | 1.0 | 2.2 | mg/L |
| Corrosivity (L.S.I.) | -2.94 | | Units |
| Nitrate N | 0.19 | 10.0 | mg/L |
| Odor | 0 | 3 | Units |
| pH | 6.6 | 6.5-8.5 | Units |
| Sulfate | 5.2 | 250 | mg/L |
| Total Alkalinity | 13.8 | | mg/L |
| Total Dissolve Solids | 74 | | mg/L |
| Turbidity | <1.0 | 5.0 | ntu |
| Arsenic | <3.0 | 50.0 | ug/L |
| Barium | <0.20 | 2.0 | mg/L |
| Cadmium | <5.00 | 5.0 | ug/L |
| Calcium | 6.24 | | mg/L |
| Chromium | <0.01 | .10 | mg/L |
| Copper | 0.12 | 1.3 | mg/L |
| Lead | 3.2 | 15.0 | ug/L |
| Iron | <0.02 | .30 | mg/L |
| Magnesium | 1.27 | | mg/L |
| Manganese | 0.01 | 0.30 | mg/L |
| Sodium | 7.46 | 250. | mg/L |
| Total Hardness | 20.8 | | mg/L |
| Zinc | <0.02 | 5.0 | mg/L |

**CODES: MCL (Maximum Contaminant Level), mg/L (milligrams/liter - ppm), * indicates analyte exceeds EPA/SDWA proposed maximum contamination level.**

**COMMENTS:** ALL PARAMETERS FALL WITHIN THE MAXIMUM CONTAMINANT LEVELS STIPULATED FOR A SAFE DRINKING WATER.

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## CERTIFICATE OF ANALYSIS

# METAL SCAN ANALYSIS

**RY MANAGEMENT**
**1619 THIRD AVE.**
**NEW YORK, NY**

**ANALYSIS NO.: 8491-2**
**DATE: 12-19-01**
**SAMPLING DATE: 12-4-01**

**SOURCE OF SAMPLE – WATER FROM MAIN RUPERT TOWER**
Tests: Chemical analysis for conformance with Safe Drinking Water Act.

| PARAMETER | YOUR RESULT | SAFE DRINKING WATER ACT MAX. CONTAMINANT LEVEL | |
|---|---|---|---|
| Chloride | 7.0 | 250 | mg/L |
| Color | <5.0 | 15 | Units |
| Conductivity | 112 | | mhos/cm |
| Fluoride | 1.1 | 2.2 | mg/L |
| Corrosivity (L.S.I.) | -2.91 | | Units |
| Nitrate N | 0.18 | 10.0 | mg/L |
| Odor | 0 | 3 | Units |
| pH | 6.6 | 6.5-8.5 | Units |
| Sulfate | 6.6 | 250 | mg/L |
| Total Alkalinity | 15.0 | | mg/L |
| Total Dissolve Solids | 101 | | Mg/L |
| Turbidity | <1.0 | 5.0 | ntu |
| Arsenic | <3.0 | 50.0 | ug/L |
| Barium | <0.20 | 2.0 | mg/L |
| Cadmium | <5.00 | 5.0 | ug/L |
| Calcium | 6.10 | | mg/L |
| Chromium | <0.01 | .10 | mg/L |
| Copper | <0.02 | 1.3 | mg/L |
| Lead | <1.0 | 15.0 | ug/L |
| Iron | 0.13 | .30 | mg/L |
| Magnesium | 1.28 | | mg/L |
| Manganese | 0.02 | 0.30 | mg/L |
| Sodium | 7.56 | 250. | mg/L |
| Total Hardness | 20.5 | | mg/L |
| Zinc | 0.09 | 5.0 | mg/L |

**CODES: MCL (Maximum Contaminant Level), mg/L (milligrams/liter - ppm), * indicates analyte exceeds EPA/SDWA proposed maximum contamination level.**

**COMMENTS:** ALL PARAMETERS FALL WITHIN THE MAXIMUM CONTAMINANT LEVELS STIPULATED FOR A SAFE DRINKING WATER.

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## CERTIFICATE OF ANALYSIS

# METAL SCAN ANALYSIS

RY MANAGEMENT
1619 THIRD AVE.
NEW YORK, NY

ANALYSIS NO.: 8491-3
DATE: 12-19-01
SAMPLING DATE: 12-4-01

**SOURCE OF SAMPLE – WATER FROM RUPERT TOWER –HIGH ZONE, HOT WATER**
Tests: Chemical analysis for conformance with Safe Drinking Water Act.

| PARAMETER | YOUR RESULT | SAFE DRINKING WATER ACT MAX. CONTAMINANT LEVEL | |
|---|---|---|---|
| Chloride | 6.8 | 250 | mg/L |
| Color | <5.0 | 15 | Units |
| Conductivity | 84 | | mhos/cm |
| Fluoride | 1.0 | 2.2 | mg/L |
| Corrosivity (L.S.I.) | -2.90 | | Units |
| Nitrate N | 0.17 | 10.0 | mg/L |
| Odor | 0 | 3 | Units |
| pH | 6.6 | 6.5-8.5 | Units |
| Sulfate | 6.3 | 250 | mg/L |
| Total Alkalinity | 14.7 | | mg/L |
| Total Dissolve Solids | 76 | | mg/L |
| Turbidity | <1.0 | 5.0 | ntu |
| Arsenic | <3.0 | 50.0 | ug/L |
| Barium | <0.20 | 2.0 | mg/L |
| Cadmium | <5.00 | 5.0 | ug/L |
| Calcium | 6.30 | | mg/L |
| Chromium | <0.01 | .10 | mg/L |
| Copper | 0.08 | 1.3 | mg/L |
| Lead | ,<1.0 | 5.0 | ug/L |
| Iron | <0.02 | .30 | mg/L |
| Magnesium | 1.30 | | mg/L |
| Manganese | 0.02 | 0.30 | mg/L |
| Sodium | 7.59 | 250. | mg/L |
| Total Hardness | 21.1 | | mg/L |
| Zinc | <0.02 | 5.0 | mg/L |

**CODES: MCL (Maximum Contaminant Level), mg/L (milligrams/liter - ppm), * indicates analyte exceeds EPA/SDWA proposed maximum contamination level.**

COMMENTS: ALL PARAMETERS FALL WITHIN THE MAXIMUM CONTAMINANT LEVELS STIPULATED FOR A SAFE DRINKING WATER.

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## CERTIFICATE OF ANALYSIS

# METAL SCAN ANALYSIS

**RY MANAGEMENT**
**1619 THIRD AVE.**
**NEW YORK, NY**

**ANALYSIS NO.: 8491-4**
**DATE: 12-19-01**
**SAMPLING DATE: 12-4-01**

**SOURCE OF SAMPLE – WATER FROM RUPERT TOWER – HIGH ZONE, COLD WATER**
Tests: Chemical analysis for conformance with Safe Drinking Water Act.

| PARAMETER | YOUR RESULT | SAFE DRINKING WATER ACT MAX. CONTAMINANT LEVEL | |
|---|---|---|---|
| Chloride | 6.9 | 250 | mg/L |
| Color | <5.0 | 15 | Units |
| Conductivity | 83 | | mhos/cm |
| Fluoride | 1.1 | 2.2 | mg/L |
| Corrosivity (L.S.I.) | -2.93 | | Units |
| Nitrate N | 0.19 | 10.0 | mg/L |
| Odor | 0 | 3 | Units |
| pH | 6.6 | 6.5-8.5 | Units |
| Sulfate | 5.0 | 250 | mg/L |
| Total Alkalinity | 14.2 | | mg/L |
| Total Dissolve Solids | 75 | | mg/L |
| Turbidity | <1.0 | 5.0 | ntu |
| Arsenic | <3.0 | 50.0 | ug/L |
| Barium | <0.30 | 2.0 | mg/L |
| Cadmium | <5.00 | 5.0 | ug/L |
| Calcium | 6.25 | | mg/L |
| Chromium | <0.01 | .10 | mg/L |
| Copper | <0.02 | 1.3 | mg/L |
| Lead | <1.0 | 15.0 | ug/L |
| Iron | <0.02 | .30 | mg/L |
| Magnesium | 1.30 | | mg/L |
| Manganese | 0.01 | 0.30 | mg/L |
| Sodium | 7.53 | 250. | mg/L |
| Total Hardness | 21.0 ~~10.0~~ ~~15~~ | | mg/L |
| Zinc | 0.03 | 5.0 | mg/L |

**CODES: MCL (Maximum Contaminant Level), mg/L (milligrams/liter - ppm), * indicates analyte exceeds EPA/SDWA proposed maximum contamination level.**

COMMENTS: ALL PARAMETERS FALL WITHIN THE MAXIMUM CONTAMINANT LEVELS STIPULATED FOR A SAFE DRINKING WATER.
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## CERTIFICATE OF ANALYSIS
# METAL SCAN ANALYSIS

**RY MANAGEMENT**
**1619 THIRD AVE.**
**NEW YORK, NY**

**ANALYSIS NO.: 8491-5**
**DATE: 12-19-01**
**SAMPLING DATE: 12-4-01**

**SOURCE OF SAMPLE – WATER FROM RUPERT TOWER – LOW ZONE, COLD WATER**
**Tests: Chemical analysis for conformance with Safe Drinking Water Act.**

| PARAMETER | YOUR RESULT | SAFE DRINKING WATER ACT MAX. CONTAMINANT LEVEL | |
|---|---|---|---|
| Chloride | 6.9 | 250 | mg/L |
| Color | <5.0 | 15 | Units |
| Conductivity | 84 | | mhos/cm |
| Fluoride | 1.0 | 2.2 | mg/L |
| Corrosivity (L.S.I.) | -2.93 | | Units |
| Nitrate N | 0.18 | 10.0 | mg/L |
| Odor | 0 | 3 | Units |
| pH | 6.6 | 6.5-8.5 | Units |
| Sulfate | 6.8 | 250 | mg/L |
| Total Alkalinity | 14.4 | | mg/L |
| Total Dissolve Solids | 76 | | mg/L |
| Turbidity | <1.0 | 5.0 | ntu |
| Arsenic | <3.0 | 50.0 | ug/L |
| Barium | <0.20 | 2.0 | mg/L |
| Cadmium | <5.00 | 5.0 | ug/L |
| Calcium | 5.99 | | mg/L |
| Chromium | <0.01 | .10 | mg/L |
| Copper | 0.05 | 1.3 | mg/L |
| Lead | <1.0 | 15.0 | ug/L |
| Iron | <0.02 | .30 | mg/L |
| Magnesium | 1.27 | | mg/L |
| Manganese | 0.02 | 0.30 | mg/L |
| Sodium | 7.58 | 250. | mg/L |
| Total Hardness | 20.2 | | mg/L |
| Zinc | <0.02 | 5.0 | mg/L |

**CODES: MCL (Maximum Contaminant Level), mg/L (milligrams/liter - ppm), * indicates analyte exceeds EPA/SDWA proposed maximum contamination level.**

**COMMENTS:** ALL PARAMETERS FALL WITHIN THE MAXIMUM CONTAMINANT LEVELS STIPULATED FOR A SAFE DRINKING WATER.

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February 12, 2002

RY MANAGEMENT
1619 Third Avenue
New York, NY 10128

Attention: Mr. Robert Vaccarello, President

Subject: **Proposal of Water Treatment for Ruppert & Yorkville Towers, New York City**

Dear Mr. Vaccarello,

Following our December 10, 2001 study report, we have reviewed different approaches by visiting the site to check for space and the flow rates of the house pumps. The original approach of using two 100 psi 200 gpm automatic multimedia sand filters to filter the roof tank outlet water for each building was unfeasible because of space availability. In addition, the flow rate could only meet the demand of one of the three house pumps. The alternative approach is to filter the house pump discharge in the basement Mechanical Equipment Room (MER) and replacement of ferrous fittings downstream of the filters, particularly the ferrous fittings before the mixing valves of the hot water systems.

In summary, we have reviewed three options:

1. Installing low pressure automatic filters at the street mains,
2. Installing those filters at the outlets of the roof storage tanks and
3. Installing those filters at the house pump discharge in the basement MER.

Option 1 cannot remove iron generated from corrosion of the ferrous valves, fittings and pump housings. Option 2 is denied by space and the increase in flow rate demand. This leaves Option 3 as the viable alternative.

Based on the Option 3 approach, we are pleased to propose the subject treatment as below:

A. Sand Filtration of main cold water

| | | | |
|---|---|---|---|
| House pump data: | Make – Federal | Qty – 3 | Model-21/2SSC-50-2 |
| | GPM – 350 | TDH-350ft | |
| Sand Filter Size: | Continuous Flow-320 gpm@7psid, Peak-600 gpm@15psid, | | |
| Filter Make: | Tenergy | Two Model FM66072-250PSI-Duplex | |
| Filter Control: | Time Clock with Differential Pressure Switch Annunciator | | |
| Filter Vessels: | Epoxy lined steel, 250psi and pneumatic diaphragm valves | | |
| Flow meter: | One Seametric ss turbine Flow meter WTS101-600 | | |

The cost including installation will be ..... $248,960.00

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*A Division of the Metro Group, Inc.*
*Consulting Services and International Water Treatment*

RY MANAGEMENT BUDGET
December 14, 2001

B. Bag Filters for polishing hot water
Eight bag filters, four for each building, Model Flowline FBF-0102-AB10-020N, ssl 316, 150psi vessel, 100 gpm @1.9psid when clean.

The cost including installation will be.... $21,000.00

C. Roof Tank Cleaning per New York City Code with disinfectant
Two roof tank cleanings with hypochlorite ..... $2,000.00

D. Water Analysis & service .... $5,000.00

E. Hot Water Piping Cleanings four total $22,000.00

F. Replacement of cold water iron valves and pumps after the filters and before the hot water mixing valves $100,000.00

The Grand Total will be ..... $398,960.00

We therefore propose to perform the above work for the total sum of $398,960.00. If you would like to engage our firm to do this work at the above stated price, please sign a copy of this letter in the place provided and return it to the undersigned.

Yours truly,
Cosmopolitan Chemical Company
A DIVISION OF THE METRO GROUP, INC.

Clive Ling
Manager Consulting Services, CWT

Agreed to :
RY Management Co., Inc. as agent for Yorkville Towers Associates Limited Partnership

By:_____

CL:cl

CC Mr. Daniel Slatz of Herrick Feinstein
Our File:rybudgetforbothtowers.doc

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**Document Number 2 —**
**ASBESTOS REPORT**

ENVIRONMENTAL MANAGEMENT SOLUTIONS
OF NY, INC.

67 Woodside Avenue
Briarcliff Manor, NY 10510
Tel 914 762 6333 – Fax 914 762 5578

December 11, 2001

Mr. Robert Vaccarello 212-534-7771 Fax: 212-534-6140
*RY Management*
1619 3rd Avenue, NYC, NY 10128

**RE: Survey Report for Asbestos Containing Materials @ Yorkville Towers - 1623 & 1641 3rd Ave, NYC, NY and Ruppert Towers - 1601 & 1619 3rd Avenue, NYC, NY**

**TARGET STRUCTURES/AREAS**

Entire Buildings: All accessible areas including but not necessarily limited to representative apartments, hallways, stairwells, lobbies, mechanical equipment rooms, boiler rooms, electrical rooms, laundry rooms, utility closets, underground garages, basements, etc. in the above referenced buildings.

**GENERAL DESCRIPTION OF TARGETED STRUCTURES**

At the time of inspection(s), and to this date, the two complexes of YORKVILLE ASSOCIATES remain occupied. The targeted location includes Ruppert Towers located at 1601 & 1619 3rd Avenue in NYC, NY, and Yorkville Towers located at 1623 & 1641 3rd Avenue in NYC, NY.

Yorkville Towers a two building complex consists of 1623 3rd Avenue, a 42 story building with 384 apartments and 1641 3rd Avenue, a 37 story building containing 325 apartments. Ruppert Towers a two building complex consists of 1601 3rd Avenue a 34 story building with 304 apartments and 1619 3rd Avenue a 29 story building with 245 apartments. On the street level of Yorkville and Ruppert towers are commercial, retail and professional spaces, including a post office. Both complexes have basement and garage areas.

The general layout of the individual floors are consistent, other than the lobby level and the top three to five floors of these towers which are smaller in size. The exterior of the building is brick and mortar. The interior surfacing materials consisted of sheet rock walls and ceilings, plaster ceilings in the stairwells, miscellaneous flooring materials (vinyl floor tiles, linoleum and carpeting), and ceiling tiles (1x1 and 2x2). The boiler rooms, laundry rooms, electrical closets, mechanical rooms, pump rooms, elevator motor rooms, underground garages, etc. contained materials including fiberglass pipe insulation, mortar fittings on piping, spray-on insulation, and breeching insulation. Exterior window seals contained caulking around the edges.

The roofing was a built-up rubber system and flashing material was applied to all vertical parapet walls and other vertical brick surfaces (these materials were not sampled at the request of the building engineer, as it would void the manufacturers warranty). These materials should be treated as asbestos containing material until confirmatory samples have been collected and analyzed.

**INSPECTION RATIONALE**

The inspection of the property was performed in response to a request to survey the accessible areas of the complex, for potential asbestos containing materials. No penetrations were made into areas including but

not necessarily limited to ceiling and wall cavities, pipe chases, sophets, and floors. Because these buildings were constructed in the same time period and utilized identical building materials (sheet-rock, ceiling tiles, floor tiles etc.) throughout each of these buildings, EMS collected samples, and will be basing the results on each of these buildings as a whole, or as one project location. As per guidelines outlined by RY Management, 10% of the apartments need to be surveyed in order to satisfy the survey protocol. As of this writing this has been completed at Yorkville and Ruppert Towers.

## INSPECTION AND BULK SAMPLE COLLECTION

The buildings were surveyed for Asbestos Containing Materials (ACM) on 11/16 11/20 11/21 and 11/22/2000, 2/19, 3/7 11/14 and 11/152001. All accessible interior and exterior areas/rooms were visually inspected and samples were collected as mentioned above.

Patrick Scantlebury, Richard Stumbo and Bob Friedl of Environmental Management Solutions, Inc. (EMS) performed the inspection. EMS is a company licensed (Contractor's License # is AC-99-0126) by the New York State Department of Labor (NYS-DOL) to perform work related to Asbestos. All investigators/inspectors are accredited by the New York State Department of Labor (NYSDOL) to inspect structures for asbestos containing materials and to collect bulk samples of those materials for follow-up analysis. Additionally they are also NYC DEP Licensed Asbestos Investigators.

## INSPECTION PROTOCOL

The purpose of the inspection was to identify the presence and location(s) of asbestos-containing materials (ACM's) within the interior and exterior surfaces of accessible spaces. For the purpose of performing this inspection, EMS inspectors visited all accessible occupied and non-occupied spaces/areas (available apartments, boiler rooms, representative electrical closets, utility rooms, bathrooms, etc.) within the building and collected representative samples of all building materials.

For ceiling surfaces where ceiling tiles and plasters were present, ceiling tiles and plaster were sampled, however the spaces above were not accessible, except for in the laundry rooms (which had a hanging ceiling system). Therefore, these areas were not penetrated and must be checked prior to disturbance of any materials involved.

In cases where sheet rock and plaster walls and ceilings were identified, penetrations were not made. In addition, where vinyl flooring was identified, no penetrations were made through the wooden or concrete substrates below.

Carpeting was lifted and visually inspected to identify the substrate beneath. In all cases the substrate was concrete. If in any instance the flooring is not wood or concrete below the carpeting the material should be identified prior to disturbance.

For the purpose of this report at least 10% of the total number of apartments were surveyed. The following apartments were surveyed for ACM.

**Yorkville Towers 1623 Third Avenue**
3G, 3J, 6B, 6C, 7C, 8C, 10F, 10J, 11J, 12C, 13J, 12C, 13J, 14F, 15G, 19A, 20K, 21A, 21K, 22D, 24D, 25A, 26D, 27J, 30A, 31A, 32A, 33A, 34H, 35C, 36G, 37C, 38C, 38E, 39E, 40A, 40C, 40E, 41A, 42K.

**Yorkville Towers 1641 Third Avenue**
8C, 13J, 16D, 16F, 17F, 18C, 19J, 20J, 21A, 22B, 23A, 24K, 25A, 26D, 27H, 28A, 29A, 31D, 33F, 34F, 36F.

**Ruppert Towers 1601 Third Avenue**
4D, 5C, 7A, 7D, 7K, 8C, 8H, 9A, 9C, 9H, 10C, 10F, 10J, 11B, 11F, 11K, 12A, 12H, 13D, 13E, 13H, 14A, 14E, 14F, 14J, 14K, 15B, 15E, 15H, 15K, 17J, 18B, 18D, 18F, 18H, 18J, 19D, 20B, 20H, 20K, 21F, 21K, 22B, 23A, 23B, 24F, 24H, 25A, 25E, 25F, 25G, 26E, 26K, 27B, 28J, 29A, 29H, 29J, 30K, 31D, 32A, 32C, 32K, 33A, 33J, 34A, 34K.

**Ruppert Towers 1619 Third Avenue**
2A, 3H, 3K, 4C, 4E, 5G, 5H, 5K, 6K, 7C, 7D, 7F, 7G, 7K, 8D, 9A, 9C, 9K, 10C, 10H, 10J, 11B, 11D, 12A, 12E, 12K, 13A, 13C, 13H, 13J, 13K, 14F, 14G, 14K, 15C, 15D, 15F, 15G, 16C, 16J, 17A, 17C, 17H, 18D, 18E, 18K, 19A, 19H, 19K, 20D, 20K, 21A, 22A, 22C, 22D, 22H, 23G, 23K, 27F.

## LABORATORY

Following the collection of the bulk samples, the samples were submitted to EMS and EMSL's laboratory for analysis. EMS & EMSL are accredited by the New York State Department of Health's (NYS-DOH) Environmental Laboratory Approval Program (ELAP) and EMSL is also accredited by NVLAP (National Voluntary Laboratory Accreditation Program) to analyze samples utilizing Polarized Light Microscopy

(PLM) and Transmission Electron Microscopy (TEM) methodologies. Friable and non-friable-organically bound (NOB – roofing, floor tiles, mastics, cove base, etc.) materials (not identified within the Certified 1989 report) were collected and analyzed in accordance with regulatory standards. If a NOB sample was found to be "Negative" via PLM (Polarized Light Microscopy) techniques, subsequent analysis via Transmission Electron Microscopy (TEM) was performed. As per NYS-DOH regulations, this is the only conclusive way to classify a NOB material as "Negative" in New York State.

## SAMPLED MATERIALS

Following is a listing of different building materials that were collected and submitted for analysis:

- Sheet-rock (Wall Board)
- Ceiling Plaster
- Floor Tiles – One of each style encountered, (thus, for example, 1 of the 4 1'x 1' black floor tiles cited in this report was sampled) was sampled (these tiles were self adhering in all cases where sampled – no mastic)
- Pipe Insulation
- Fittings insulation
- Breeching Insulation
- Spray-on Insulation
- Linoleum

## RESULTS - SUMMARY

Following sample analysis, the following materials were found to contain asbestos in concentrations exceeding the applicable one-percent (1%) Federal, State and local guidelines:

- Tan 1x1 flooring tiles found in each of the laundry rooms. *(this material has already been properly abated by a certified abatement company)*

- Black 1x1 floor tiles were found in the kitchen areas of the following apartments 36F of Yorkville Towers 1641 Third Avenue; Ruppert Towers, 1619 3rd Avenue Apt. 23G; 1601 3rd Avenue. Apt. 32A; 1601 3rd Avenue Apt 24F.

- Pipe fitting insulation. At the time of the inspection there was a mixture of ACM and non-ACM

fitting insulation scattered throughout the mechanical, laundry areas *(the material in the laundry areas has since been properly abated by a certified abatement company)*, and basement garages

of this complex. Only the recently abated boiler rooms were found consistently to have non-ACM fitting insulation. All other fitting insulation outside of the boiler rooms should be considered positive.

## CONCLUSIONS

The asbestos inspection survey identified Asbestos Containing Materials (ACM's) in the complex referenced above.

| Type of Material | Location | Total Approximate Quantity |
|---|---|---|
| 1x1 tan vinyl floor tiles | Each of the four laundry rooms | 40 square feet |
| *(the above has been properly abated by a certified abatement company)* | | |
| Pipe fitting insulation | Each of the four laundry rooms | 100 linear feet |
| *(the above has been properly abated by a certified abatement company)* | | |
| Pipe fitting insulation | Basement and Garage for Yorkville | 2500 linear feet |
| Pipe fitting insulation | Basement and Garage for Ruppert | 3000 linear feet |
| 1x1 black floor tile | Yorkville Towers Apartment 36F | 40 square feet |
| 1x1 black floor tile | Ruppert Towers 1619 3rd Av. Apt. 23G | 40 square feet |
| 1x1 black floor tile | Ruppert Towers 1601 3rd Av. Apt. 32A | 40 square feet |
| 1x1 black floor tile | Ruppert Towers 1601 3rs Av. Apt 24F | 40 square feet |
| Pipe fitting insulation | Areas outside Boiler Rooms | < 200 linear feet |

## RECOMMENDATIONS

At this time. Inspection of the 10% of the apartments has been completed. Four (4) out of one-hundred and eighty seven (187) apartments surveyed in Yorkville and Ruppert for this report were found to contain asbestos floor tile. Management has advised us that the black floor tiles in the four apartments listed above were not installed by the landlord or by management.

Should any other material not covered by this report or if a different style of floor tile (see attachment #1) is encountered then this material should be presumed positive until sampled and characterized as either negative or positive for asbestos content.

Presently the tile is good condition but should the tile need to be disturbed or changed (ie for décor purposes or repair to the sub-floor) an estimate to remove the floor tile would be $2,500.00 per apartment with an additional $500.00 per apartment for air monitoring requirements.

Pipe and fitting insulation is located in the garage and basement areas of Ruppert Towers. There is approximately 3000 linear feet of this insulation in these areas. Except for the eight areas noted below the pipe insulation in these areas are in good/intact condition. However, if the managing agent wished to remove all pipe insulation in theses areas an estimate to abate this insulation would be approximately $60,000.00 plus an additional $8,000.00 for air monitoring.

At the time of this writing there are 8 areas in the garage/basement area of Ruppert Towers that would require immediate attention (i.e. areas of damage exist) to either remove or repair the insulation. Each area encompasses <25 linear feet. The cost to remediate (remove or repair) these areas is estimated at $16,000.00, plus an additional $4,000.00 for required air monitoring.

Pipe and fitting insulation is located in the basement/garage of Yorkville Towers. There is approximately

2,500 linear feet of this material. Except for the six areas noted below the insulation is in good/intact condition. However if the managing agent wished to removal all pipe insulation, an estimate to abate this insulation would be approximately $50,000.00 plus an additional $7,000.00 for air monitoring. At the time of this writing there are 6 areas in the basement/garage area of Yorkville that would require immediate attention (i.e. areas of damage exist) to either remove or repair the insulation. The cost to abate (remove or repair) these areas is estimated at $12,500.00, plus an additional $2,500 for required air monitoring.

At the present time the pipe/fitting insulation outside of the boiler rooms of both towers is in good/intact condition however if the managing agent wished to remove all pipe insulation in this area an estimate to remove this insulation would be $1,500.00 plus $500.00 for air monitoring in each area.

As per the New York State Department of Labor Code Rule Title 56 and New York City Department of Environmental protection Agency Regulations, these materials must removed by trained and licensed personnel prior to any demolition/renovation activity. Based on the quantity of material to be removed air monitoring during the project may also need to be performed to monitor the ambient air emissions generated during the abatement project.

Because access was not available in each apartment, any materials encountered that are not consistent with the samples collected should be treated as a suspect asbestos material until additional testing is performed.

If you have any further questions please do not hesitate to contact me.

Sincerely
***Environmental Management Solutions, Inc.***

Bob Friedl
Senior Project Manager

# Attachment #1

## Styles of floor tiles encountered at Ruppert and Yorkville Towers
## (All tiles are 1'x 1' in size)

Solid White
Solid Black
Gray mottled
Beige
Beige mottled
Tan and yellow
Gray silver
Yellow
Black/White
Brick pattern (white)
Black Dimpled
Green marble
Brown 4" tile pattern
White 5" linoleum style
Beige octagon
Flower pattern
White/gray geometric pattern
Beige geometric pattern with leaves
Gray with green leaves
White with small black squares
Gray ceramic tile pattern

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**Document Number 3 –**
**FORM OF ASSIGNEE AFFIDAVIT**

State of New York )
):.ss
County of _____)

_____ being duly sworn deposes and says:

1. I am the assignee under an assignment made the ___ day of _____, 200_ of that certain Purchase Agreement dated _____ made by Yorkville Towers Associates, Limited Partnership, as Seller and _____ as Purchaser for Unit _____ (the "Unit") at _____Third Avenue, New York, New York.

2. Neither I, nor my purchase was procured by Yorkville Towers Associates, Limited Partnership, as Seller (the "Sponsor") or by R.Y. Management Co., Inc.. (the "Selling Agent/Managing Agent") or by any of the principals of either the Sponsor or the Selling Agent/Managing Agent.

3. I intend that I or _____, who is a member of my immediate family, will personally occupy the Unit.

_____
(Signature of Assignee)

_____
(Print Name)

Sworn to before me this
____ day of _____ 200_

_____
Notary Public

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# Document Number 4 —
# PURCHASE AGREEMENT

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**PURCHASE AGREEMENT**
made this ___ day of _____, 200__
between
**YORKVILLE TOWERS ASSOCIATES, LIMITED PARTNERSHIP**, as Seller
and
_____, as Purchaser

**Recitals:**

(A) The name of the Condominium is The Ruppert Yorkville Towers Condominium.

(B) The name of the Seller is Yorkville Towers Associates, Limited Partnership.

(C) The name of the Purchaser is _____.

(D) The address of the Property is 1601/1619 Third Avenue and 1623/1641 Third Avenue, New York, New York.

(E) The Unit covered by this Purchase Agreement is Unit _____ at _____ Third Avenue, New York, New York.

(F) Information for Non-Tenant Purchasers:

Unit Occupied: Yes ___ No ___
Date Existing Lease Expires:_____
Monthly Rent Under Existing Lease or Tenancy: $_____

(G) The Common Interest appurtenant to the Unit is _____%

(H) The use of the Unit is (check one): _____ Residential (Apartment)
_____ Storage Unit

(I) The Purchaser's residence address, if an individual, or business address, if an entity, is _____, New York.

(J) The Purchaser's telephone number is _____.

(K) The Purchaser's facsimile number is _____[1].

(L) The Purchaser's social security number or federal identification number is _____.

(M) If more than one Person's social security number or federal identification number is set forth above, the social security number or federal identification number of the

---

[1] If none, please so indicate.

(single) Person who will be entitled to receive the interest (if any) on the Down Payment to which the Purchaser may be entitled (to be reported to the Bank for purposes of its required reporting to the Internal Revenue Service) is: _____ _____.

(N) The Purchase Price is $_____.

(O) The Down Payment payable herewith is $_____ constituting (i) 10% of the Purchase Price plus (ii) the cost of any special work for the Unit ordered by the Purchaser.

(P) The balance of the Purchase Price (the "**Balance**") is $_____.

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1. The Plan. The Purchaser acknowledges having received and read the Plan at least three (3) full business days prior to the Purchaser's signing this Agreement. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the proposed Condominium Documents contained in Part II of the Plan) and agrees to be bound by the terms and conditions thereof, as well as all amendments to, the Plan duly filed by the Seller (including, without limitation, amendments involving any changes, modifications or updating of the estimated Common Charges, the estimated real estate taxes to be paid by the Purchaser or the section of the Plan entitled "**Schedule B: Projected Budget for the First Year of Condominium Operation.**") Any such amendments shall not excuse the Purchaser from performing the Purchaser's obligations hereunder, nor shall they entitle the Purchaser to any offset or credit against the performance of the Purchaser's obligations hereunder, nor shall they entitle the Purchaser to any offset or credit against the Purchase Price. Any such amendments may be made by the Seller's without the Purchaser's consent or approval; subject to the Purchaser's right to rescind in the event of a material amendment to the Plan or the Condominium Documents which adversely affects in any material respect the Purchaser's rights hereunder or under the Plan as more specifically set forth in the Plan. The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. The Purchaser acknowledges having had a full opportunity to examine all documents and investigate all statements made herein and in the Plan.

2. Definitions.

(a) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Plan, unless the context otherwise requires.

(b) The terms "**closing,**" "**closing of title**" and words of similar import are used synonymously and mean the settlement of the mutual obligations of the Seller and the Purchaser under this Agreement, including the payment to the Seller of the Purchase Price and the delivery to the Purchaser of the deed transferring full ownership (fee simple title) to the Unit on the terms set forth in this Agreement.

3. Agreement to Purchase. The Seller agrees to sell and convey, and the Purchaser agrees to purchase, the above-described unit together with the above-stated Common Interest appurtenant thereto (collectively "**Unit**") for the Purchase Price stated above, upon and subject to the terms and conditions set forth in this Agreement.

4. Payment of the Purchase Price.

(a) The Purchaser shall deliver herewith, to the Seller, the Purchaser's check made payable to the order of "**Herrick, Feinstein Attorney Escrow Account for The Ruppert Yorkville Towers Condominium**" in the amount of the above-stated Down Payment, subject to collection. The Balance shall be paid to the Seller by the Purchaser at the Closing.

(b) Except for the Down Payment, which is to be paid as provided above, any payments to be made by the Purchaser under this Agreement (including without limitation the payment of the balance of the Purchase Price), whether to, on behalf of or at the request of the Seller shall be made by unendorsed certified check, or bank check, drawn in either case on a member bank of the New York Clearing House Association payable to the order of the Seller; except that at the request of the Seller made at or prior to the closing, the Purchaser shall pay the Balance to such payees as the Seller may direct.

(c) If the Down Payment check delivered by the Purchaser hereunder shall be dishonored for any reason whatsoever, it shall be deemed a material default by the Purchaser hereunder and Seller may, in that event, cancel this Agreement and declare same to be void *ab initio*, to the same effect as if this Agreement had never been executed and delivered. Purchaser shall have no right to cure such default; however, Seller, in its sole and absolute discretion, may permit Purchaser to substitute a bank or certified check for the same amount as the dishonored check within two business days after notification to Purchaser that the original check was dishonored.

(d) Notwithstanding the foregoing, the Balance shall be payable at the pre-closing, if Seller elects to require same, except to extent otherwise provided in Paragraph 7(d) below.

5. Agreement Contingent Upon Financing.

(a) A Recognized Lender shall mean: (i) the Seller or its successors; (ii) (A) any bank, trust company, savings and loan association or savings bank; (B) any insurance company; (C) any real estate investment trust; or (D) any pension, retirement or welfare fund having assets in excess of $300,000,000; in each case doing business in the State of New York; (iii) any Governmental Authority including an agency of the City or State of New York; or (vii) any comparable institutional lender acceptable to the Seller.

(b) This Agreement shall be contingent upon the issuance to the Purchaser, within thirty (30) days from the later of (i) the Effective Date or (ii) the date hereof (the "**Financing Contingency Period**") of a mortgage loan commitment by a Recognized Lender for a loan in an amount equal to eighty (80%) percent of the Purchase Price (or such lesser sum as the Purchaser may approve), secured by a first mortgage on the Unit, bearing interest at the then prevailing rate structure charged by such Recognized Lender (a "**Commitment**").

(c) The Purchaser shall promptly apply for the loan and, within ten (10) business days after the Seller sends to the Purchaser a fully executed counterpart of this Purchase Agreement, the Purchaser will complete, sign and submit to a Recognized Lender a mortgage loan application (on the form provided by such Recognized Lender) consistent with the loan terms set forth in subparagraph (b) above and containing accurate and complete financial and other information on the Purchaser and members of the Purchaser's family as required by the Recognized Lender. Thereafter, the Purchaser shall

cooperate fully with such Recognized Lender and promptly furnish it with such additional information as may be required. The Purchaser shall promptly notify the Seller when the application is submitted to such Recognized Lender.

(d) The Purchaser shall promptly (i) accept any Commitment complying with the terms of subparagraph (b) above, if issued; (ii) pay any application, appraisal, commitment or other fees in respect of the loan; and (iii) comply with the requirements of the Commitment. The Purchaser shall either deliver a copy of the Commitment to the Seller within five (5) days after its issuance or notify the Seller in writing of the Purchaser's failure to obtain same within five (5) days after expiration of the thirty (30) day period within which same was to be obtained, as the case may be. In the event the Purchaser fails to obtain the Commitment within the specified time period, the Purchaser must deliver to the Seller copies of the Purchaser's loan application and the Recognized Lender's "Mortgage Disclosure Statement" along with the notice of the Purchaser's failure to obtain the Commitment.

(e) The Purchaser shall cause the Purchaser's spouse (if any) to execute jointly with the Purchaser the mortgage note or bond and such other loan documents as may be required by the Recognized Lender, unless such action is waived by the Seller. If the Purchaser is other than a natural person (such as a corporation or partnership), the Purchaser agrees to furnish at closing such guarantees from the Purchaser's officers, stockholders, partners or principals (as the case may be) as the Recognized Lender may request.

(f) If the Recognized Lender refuses or fails to issue, within the Financing Contingency Period, a Commitment in favor of the Purchaser for a loan on the terms set forth in subparagraph (b) above, then, subject to the provisions of subparagraphs (g) and (h) below, the Purchaser, if and only if the Purchaser has acted in good faith and complied with all of the Purchaser's obligations under subparagraphs (c), (d), and (e) of this Paragraph 5, may cancel this Agreement by notice to the Seller given within five (5) days after the expiration of the Financing Contingency Period.

(g) Notwithstanding the foregoing, within seven (7) business days after receiving from the Purchaser a notice of cancellation of this Agreement given pursuant to subparagraph (f) above, where the basis of such cancellation is the failure (as opposed to the refusal) of the Recognized Lender to issue a Commitment within the Financing Contingency Period, the Seller may, but shall not be obligated to, elect by notice given to the Purchaser to extend the Financing Contingency Period for an additional period of thirty (30) days from the date such notice is given to the Purchaser.

(h) Notwithstanding the foregoing, within seven (7) business days after receiving from the Purchaser a notice of cancellation of this Agreement given pursuant to subparagraph (f) above, where the basis of such cancellation is the refusal (as opposed to the failure) of the Recognized Lender to issue a Commitment within the Financing Contingency Period, the Seller may, but shall not be obligated, to elect to endeavor to obtain a Commitment for a loan from another Recognized Lender on Purchaser's behalf or originate such loan itself, in either case on substantially the same terms and conditions

as the loan originally applied for by the Purchaser. Upon the giving by the Seller of such a notice, the Financing Contingency Period shall be deemed extended for an additional period of thirty (30) days from the date such notice is given to the Purchaser, and the Purchaser shall thereafter, in connection with any loan being made by another Recognized Lender or being originated by the Seller and in connection with obtaining a Commitment for any such loan, be required to comply with the foregoing provisions of this Paragraph 5, including but not limited to requirements with respect to applying for such loan as set forth in subparagraph (c) above and accepting a Commitment for such loan as set forth in subparagraph (d) above.

(i) If the Purchaser obtains a Commitment and it expires prior to the Closing Date, the Purchaser shall have a limited right to cancel the Purchase Agreement provided: (i) the Purchaser has made a good faith effort to extend the Commitment; (ii) the Seller is in actual receipt of the Purchaser's written notice of cancellation within five (5) days after the expiration of the Commitment; (iii) within thirty (30) days from the date such notice is received by the Seller, the Seller does not elect to obtain and does not obtain a Commitment from another Recognized Lender on the Purchaser's behalf or does not elect to originate financing for a loan on substantially the same terms and conditions; and (iv) the Purchaser is not then in default under this Agreement beyond any applicable grace period.

(j) If this Agreement is canceled pursuant to subparagraph (f) or (i) above and provided the Purchaser has acted in good faith and complied with the Purchaser's obligations as set forth in this Paragraph 5, the Seller shall instruct Herrick, Feinstein LLP (the "**Escrow Agent**"), attorneys for the Seller, to refund to the Purchaser within thirty (30) days after such cancellation all monies deposited hereunder together with any interest thereon. Upon such refund being made, the Seller and the Purchaser shall be released and discharged of all further liabilities and obligations hereunder and under the Plan. The Purchaser's failure to comply with all of the Purchaser's obligations under this Paragraph 5 shall constitute a waiver by the Purchaser of the provisions of the preceding subparagraph (b) (conditioning this Agreement upon obtaining the financing described in such subparagraph) and of the Purchaser's right to cancel hereunder.

(k) The Purchaser hereby irrevocably authorizes and instructs the Recognized Lender to pay directly to the Seller at closing of title the proceeds of the mortgage loan towards the Balance of the Purchase Price. In confirmation of such authorized payment, the Purchaser shall sign such further written authorization at closing as the Recognized Lender may request.

(l) Neither the Seller nor the Condominium shall be obligated to execute any loan documents that do not conform to the Declaration and By-Laws of the Condominium.

6. Closing Date and Place.

The closing of title shall occur on the date and at the time and place in the City and State of New York as the Seller shall designate to the Purchaser on not less than

thirty (30) days prior written notice. The Seller shall have the right, from time to time, to adjourn such date and time for closing on written notice to the Purchaser. If the closing of title is adjourned, the Seller shall fix a new date and time for closing and shall give the Purchaser not less than three (3) business days' prior written notice of the new scheduled date and time for closing. The date scheduled for the closing of title by the Seller as same may be adjourned in accordance with the terms hereof shall be referred to as the "**Closing Date**."

The closing of title shall occur only after or concurrently with compliance with the prerequisites to closing of title in the section of the Plan entitled "**Closing of Title to Units and Terms of Sale**" in Part I of the Plan.

7. The Deed and Power of Attorney; Pre-closing

(a) On the Closing Date, upon receipt by the Seller of all payments and documents required hereunder, the Seller shall deliver to the Purchaser (except as set forth in subparagraph (c) below) a bargain and sale deed with covenants against grantor's acts in substantially the form set forth in Part II of the Plan conveying the Unit to the Purchaser as provided in the Plan, subject to the exceptions referred to in the Declaration, the By-Laws, the Plan and the Exhibits. The deed shall be executed and acknowledged by the Seller and shall be in form for recording.

(b) Except as provided in subparagraph (d) below, on the Closing Date and simultaneously with the delivery of the deed conveying the Unit to the Purchaser, the Purchaser shall execute and acknowledge a power of attorney to the Condominium Board and the Seller prepared by the Seller and substantially in the form set forth in Part II of the Plan. The Purchaser shall pay all recording or other fees in connection with the recording of the power of attorney.

(c) The deed may be delivered by the Seller to the representative of the title company insuring the Purchaser's title (or if no such representative is present, then to the Seller's attorneys or the Purchaser's attorneys). If the deed is delivered to the Seller's attorneys, then it shall be held until picked up by the Purchaser, the Purchaser's attorneys or a representative of the title company insuring the Purchaser's title. The deed shall be marked for return to the Purchaser or the Purchaser's attorneys after recording. The power of attorney may be delivered to the Purchaser's title company, if any, for recording and shall be marked for return to the Condominium Board or its attorneys after recording.

(d) Purchaser agrees that at the option of Seller, upon five (5) days' notice by Seller to Purchaser, Purchaser will attend a pre-closing of the purchase of his or her Unit at a time and place to be designated by the Seller. At that time the Purchaser shall (i) execute and deliver the power of attorney, a copy of the form of which is contained in Part II of the Plan, and other closing documents as requested by the Seller, (ii) pay the balance of the Purchase Price (other than the portion thereof to be financed by a Recognized Lender as evidenced by a bona fide mortgage commitment delivered to Seller at or before the pre-closing), (iii) pay any net adjustments in favor of Seller, Purchaser's closing costs and fees and any processing fees, as provided in the Plan, and (iv) make any

deposits (including the deposit with the Condominium described in the Plan). Purchaser also agrees, upon request of the Seller, to pre-close with any prospective lender who Purchaser contemplates will make a loan to Purchaser in connection with his acquisition of his Unit, in advance of the Closing Date, so that Purchaser's attendance shall not be required at the closing under the Plan.

8. State of Title.

(a) On the Closing Date, the Seller shall convey to the Purchaser title in fee simple to the Unit, free and clear of all encumbrances other than the Permitted Encumbrances set forth in the Plan. Any other liens, encumbrances or conditions shall not be an objection to title if: (i) the instrument required to remove it from the record is delivered to the representative of the Purchaser's title insurance company (or, if none, to the Purchaser's attorneys) for recording in the proper office, together with the requisite recording or filing fees; or (ii) the Purchaser's title insurance company or a Preferred Title Company (as hereinafter defined) will insure the Purchaser against its collection or enforcement out of the Unit.

(b) The Seller shall give, and the Purchaser shall accept, such title as any Preferred Title Company shall approve and insure, provided that the only liens, encumbrances and conditions affecting title shall be the Permitted Encumbrances set forth in Part I of the Plan. The Seller shall have no obligation to cause the Purchaser's title company, if any, to omit any exceptions to title. In the event Purchaser's title company fails or refuses to issue title insurance in accordance with the terms of this Agreement, then the Purchaser shall accept such title as any Preferred Title Company or any reputable title insurance company selected by the Seller and reasonably acceptable to the Purchaser shall approve and insure, subject to the provisions herein.

(c) Each of the Preferred Title Companies (as hereinafter defined) have agreed to insure, upon the payment by Purchaser of the premium for such insurance, that Purchaser has title to the Unit free and clear of all liens and encumbrances except those set forth in the Plan, subject to the provisions of the Condominium Declaration and By-laws and any mortgage executed or other encumbrance created by Purchaser. Notwithstanding anything to the contrary contained in this Agreement and without intending to limit or diminish any of the rights of Seller herein (including, without limitation, this paragraph 8), while the Purchaser will be free to select a title company of his or her choice, the Seller's obligation to deliver title to the Unit as provided above will be deemed satisfied if a Preferred Title Company is prepared to insure such title subject to those title exceptions permitted under the Plan. Seller has no obligation to satisfy the requests of any title insurance company or title abstract company other than a Preferred Title Company. In addition, if a Purchaser obtains title insurance from a title insurer other than from a Preferred Title Company, the Purchaser will be required to pay an additional closing fee of $750.00 to Seller's attorneys. As used in this Agreement, references to **"Preferred Title Company"** shall mean (A) one of the following title insurance companies: (i) Commonwealth Land Title Insurance Company (655 Third Avenue, New York, New York 10017, Attention: Direct Operations Department; telephone: (212) 949-0100), (ii) Stewart Title Insurance Company (300 East 42nd Street, 4th Floor, New York, New York 10017;

telephone: (212) 922-0509) and (iii) First American Title Insurance Company (633 Third Avenue, New York, New York 10017; telephone: (212) 922-9700, provided that, in each case, title insurance is obtained directly therefrom (that is, no title abstract company is involved writing title insurance as agent for any of such above listed title insurance companies) or (B) Madison Title Agency LLC writing as agent for one of the above listed title insurance companies.

9. Closing Adjustments.

(a) The following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit, except as otherwise provided in the Plan:

(i) If the Unit has been separately assessed as of the Closing Date, then real estate taxes and assessments against the Unit (if any) shall be adjusted on the basis of the period for which assessed;

(ii) If the Unit is not separately assessed as of the Closing Date, then the product of real estate taxes and assessments against the Property (if any) shall be apportioned on the basis of the period for which assessed multiplied by the Common Interest appurtenant to the Unit divided by the aggregate of the Common Interests of all Units at the Property as set forth more fully in the "**Footnotes to Schedule A**" in Part I of the Plan;

(iii) Common Charges for the month in which title closes;

(iv) Accrued rent and any other charges pursuant to the Existing Lease or Interim Lease, if any, covering the Unit; and

(v) Water charges and sewer rents, if separately assessed, on the basis of the period for which assessed.

(b) In the event that the closing of title occurs before the real estate tax rate is fixed, adjustment of taxes shall be based upon the latest real estate tax rate applied to the most recent applicable assessed valuation. Installments for real estate tax assessments due after the delivery of the deed, if any, shall be paid by the Purchaser and shall not be considered a defect in title.

(c) In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, it is specifically understood that such credit shall inure to the benefit of the Seller. Accordingly, at the closing of title, the Purchaser shall be required to pay the full amount of the mortgage recording tax chargeable on the entire amount of mortgage financing the Purchaser has elected to obtain in connection with the purchase of the Unit and the Seller shall be reimbursed to the extent of any mortgage tax credit allowed.

(d) If the Purchaser fails to close on the Closing Date originally specified by the Seller for any reason, then the Purchaser will (a) pay (in addition to all other closing costs) a late fee equal to 0.0411% times the unpaid balance of the Purchase Price for each day's delay, beginning with the date which is the fifteen (15th) day after the date originally scheduled for the Closing to and including the day immediately preceding the actual Closing Date, (b) reimburse Seller for the Unit's carrying charges (that is, Common Charges and real estate taxes) during the period of delay, (c) pay the service fees of Seller's attorneys of $350 for each default letter sent to such Purchaser and (d) pay the adjournment fees and other closing costs to be paid by Purchaser as described as described in the Plan. The provisions of this paragraph shall not be applicable if, through no fault of the Purchaser, the Seller postpones the Closing Date except to the extent that thereafter the Purchaser postpones the closing for any reason or is in default.

(e) Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery. This provision shall survive the closing.

(f) The "**Customs in Respect of Title Closings**" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as otherwise provided herein.

10. Closing Costs. The Purchaser, in addition to the legal fees of the Purchaser's attorneys, if any, and the amount of any net adjustments in favor of the Seller and the other payments required under this Agreement, shall pay at the pre-closing (or if there is no pre-closing, then at the closing), all closing costs specified in the Plan including, without limitation, any processing fees, and closing fees to the Seller's attorneys, and other fees and payments provided in the Plan, references to which are hereby incorporated herein by this reference.

11. Real Property Transfer Tax. The Purchaser shall pay all real property transfer taxes, deed stamp taxes, recording and other fees in connection with this transaction and the recording of the deed. The Seller and the Purchaser shall duly execute and swear to any transfer tax return and any other form then required by Applicable Law, all of which shall be prepared by the Seller.

12. Down Payment to be held in Trust. The Seller will hold all monies received by it directly or through its agents, employees or the Escrow Agent, from the Purchaser under this Agreement in trust until actually employed in connection with the closing of the transaction as described in the Plan. The Seller will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the New York State Attorney General's regulations promulgated pursuant thereto. The provisions of the Attorney General's regulations concerning escrow and trust funds, in effect on the date hereof, shall prevail over any conflicting or inconsistent provision in the Plan or in this Agreement. The Purchaser shall not be obligated to pay any legal or other expense of the Seller in connection with the handling or disposition of the Down Payment paid by the Purchaser. However, nothing in the preceding sentence shall limit the obligation of the Purchaser to pay the fees and expenses of the Seller's attorneys (to the extent such fees

and expenses are expressly disclosed in the Plan) in connection with the purchase or closing of title to the Unit to be purchased by the Purchaser hereunder or upon Purchaser's default.

The Down Payment shall be deemed to have been unconditionally tendered when it is delivered to the Seller or the Selling Agent, together with this Agreement signed by the Purchaser, without any request for a change in such form or the terms of this Agreement. The Down Payment shall be placed, within five (5) business days after the date on which the Down Payment has been unconditionally tendered, in a special escrow account of the Escrow Agent, whose address is 2 Park Avenue, New York, New York and whose telephone number is: (212) 592-1400. The signatories on this escrow account, who are each members of Herrick, Feinstein LLP, and any one of whom is authorized to withdraw funds, are: Richard J. Brown, Leonard Grunstein, Mark A. Goldsmith and Carl F. Schwartz. The name of the escrow account is "Herrick, Feinstein LLP Attorney Escrow Account for The Ruppert Yorkville Towers Condominium" (the **"Escrow Account"**). The Escrow Account is located at Metropolitan National Bank at 2 Park Avenue, New York, New York (the **"Bank"**). The Bank is covered by Federal Bank Deposit Insurance generally to a maximum of $100,000 in the aggregate with respect to all funds deposited by any Person in one or more deposit accounts (including, without limitation, amounts deposited directly by such Person and deposits held in escrow for such Person by the Escrow Agent).

No representation or guaranty is made by the Escrow Agent or the Seller that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so.

The Escrow Account shall be interest-bearing and, any interest earned on the Down Payment shall be delivered to the Purchaser at the closing of title to its Unit or other termination of this Agreement except if the Purchaser has defaulted hereunder beyond any applicable grace periods, in which event the Seller shall be entitled to retain such interest together with the Down Payment. The interest rate to be earned on the Down Payment will be the rate paid from time to time by the Bank. Interest will begin to accrue when the check for a Down Payment is collected, and provided there is no charge back or debit by the Bank against the amount deposited. The Seller and the Escrow Agent shall only be liable for interest earned on the Down Payment to the extent same is received by them from the Bank. No representation is made as to the rate or amount of interest that will be earned on the Down Payment. The Purchaser must indicate his or her social security or its taxpayer identification number on this Agreement. The Purchaser's failure to provide this information will be deemed a waiver of his, her or its right to receive interest on the Down Payment. If more than one Person's social security number or federal identification number is set forth in this Agreement, the social security number or federal identification number of the (single) Person who will be entitled to receive the interest (if any) on the Down Payment to which the Purchaser may be entitled (to be reported to the Bank for purposes of its required reporting to the Internal Revenue Service) shall be set forth by Purchaser in the blank provided in this Agreement for such purpose. If such blank is not completed by Purchaser (or if more than one social security number or federal identification number is listed in this Agreement), then Seller or Escrow Agent shall have the right, in Seller's or Escrow Agent's sole discretion, to report to the Bank any of the

social security number(s) or federal identification number(s) listed in this Agreement as the social security number(s) or federal identification number(s) of the party to receive interest on the Down Payment.

The Escrow Agent may from time to time, upon notice to the Seller and the Purchaser, change the depository in which the Down Payment is held to another lending institution located in New York City.

13. Duties of Escrow Agent.

(a) Within ten business days after unconditional tender and delivery by the Purchaser to the Seller or the Selling Agent of a check for the Down Payment submitted with this Agreement on account of the Purchase Price hereunder, the Escrow Agent will notify the Purchaser that such funds have been deposited into the Escrow Account and will provide the account number and the initial interest rate. Subject to the provisions of the next sentence, if the Purchaser does not receive notice of such deposit within fifteen (15) business days after unconditional tender and delivery to the Seller or the Selling Agent of such Down Payment, then the Purchaser may cancel such purchase and rescind this Agreement so long as such right to rescind is exercised within ninety (90) days after the Purchaser's unconditional tender and delivery of the Down Payment to the Seller or the Selling Agent. However, the Purchaser shall not be entitled either to rescind this Agreement or to receive a refund of the Down Payment where proof satisfactory to the Attorney General is submitted establishing that the Down Payment was timely deposited and notice as provided above was timely mailed to the Purchaser in conformity with the Attorney General's regulations. The Purchaser acknowledges that receipt of the Down Payment by the Escrow Agent and deposit in the Escrow Account shall not be deemed acceptance of this Agreement by the Seller, which acceptance can only occur in the manner provided in Paragraph 32.

(b) The Escrow Agent shall hold the Down Payment in escrow until:

(i) otherwise directed in one or more writings signed by the Seller and the Purchaser; or

(ii) otherwise directed in a determination of the Attorney General, pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or

(iii) a judgment or order of a court of competent jurisdiction permits or requires the release of such Down Payment; or

(iv) the Down Payment is paid by the Escrow Agent into a court of competent jurisdiction; or

(v) the Down Payment is paid to the Seller as provided below in this Paragraph; or

(vi) the Down Payment is paid to the Purchaser as provided below in this Paragraph.

(c) If there is no written agreement between the Seller and the Purchaser to release the Down Payment, the Escrow Agent will not pay the Down Payment to the Seller until after ten (10) business days following the date that the Escrow Agent has given the Purchaser written notice that the Escrow Agent intends to pay the Down Payment to the Seller. Thereafter, the Down Payment may be paid to the Seller unless the Purchaser has already made application to the Attorney General pursuant to the dispute resolution provisions of the Attorney General regulations and the Escrow Agent has received, within such ten-(10)-business day period, notice from the Purchaser that such application has been made.

(d) The Seller shall not object to the release of the Down Payment to the Purchaser, provided the Purchaser has not defaulted and has timely and validly rescinded this Agreement in accordance with an offer of rescission contained in the Plan or an amendment to the Plan.

(e) The Down Payment shall be delivered to the Seller at the closing unless disbursed as liquidated damages or returned to the Purchaser as herein provided. In the event the Plan is abandoned or withdrawn, the Down Payment shall be returned to the Purchaser together with interest, if any, earned thereon, except as otherwise provided in the next sentence. If at the time the Plan is abandoned or withdrawn the Purchaser is in default hereunder and has failed to cure such default within the applicable grace period (or if this Agreement had previously been canceled due to the Purchaser's uncured default), then the Seller shall retain, as and for liquidated damages, the Down Payment, together with any interest earned thereon plus the cost of any special work in the Unit ordered by the Purchaser (together with interest on the cost thereof from when expended at the same interest rate as earned on the Down Payment) (herein collectively called the **"Liquidated Sum"**), and any sums in excess thereof (together with any interest earned thereon) shall be returned to the Purchaser within fifteen (15) days after the date of such abandonment or withdrawal.

(f) The Purchaser or the Escrow Agent <u>may</u> apply to the Attorney General in the event of a dispute for a determination on the disposition of the Down Payment. The Seller <u>must</u> avail itself of this procedure if there is a dispute which needs to be resolved between the Seller and the Purchaser relating to the Down Payment and, in the case of the Purchaser, the Purchaser has given notice of objection to the Escrow Agent within the ten (10)-business-day period described above. A form for this purpose is attached as <u>Exhibit A</u> to this Agreement. The party applying for a determination must send all other parties a copy of the application.

(g) Included in Part II of the Plan is a copy of the escrow agreement between the Escrow Agent and the Seller which is subject to the terms of the Attorney Escrow Agreement General's regulations (the "**Escrow Agreement**"). In the event of any conflict between the Escrow Agreement and either any other provision of the Plan or this Agreement, the Escrow Agreement shall control.

(h) The Escrow Agent will maintain all records concerning the Escrow Account for seven (7) years after the closing of the Escrow Account.

(i) Notices given by the Escrow Agent, the Seller, or its agents pursuant hereto shall be deemed given (i) upon delivery if personally delivered or (ii) upon the fifth (5th) day after the date of mailing, if mailed; or (iii) on the next business day if delivered by overnight courier.

14. Agreement Subject to Mortgage. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, the Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage against the Unit or the Property, or any part thereof or any interest therein, heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by the Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with any schedule of payments or accelerated by virtue of the right of the holder of any such mortgage to make advances before they become due in accordance with the schedule of payments. The Seller shall, at its option, either satisfy such mortgages or obtain a release of the Unit from the lien of such mortgages on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit shall not constitute an objection to title or excuse the Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, the Seller, provided that the Unit is released from, or not subject to, the lien of any such mortgage.

15. Events of Default.

(a) Each of the following shall constitute an "**Event of Default**" hereunder:

(i) The Purchaser's failure to pay any installment of the Purchase Price or any other payment when due as herein provided (including, without limitation, if any check made or delivered by the Purchaser hereunder is dishonored);

(ii) The Purchaser's failure to execute and deliver to the Seller in recordable form the power of attorney, New York City and New York State real property transfer tax returns or any other documents when and as required herein to be executed and delivered by the Purchaser;

(iii) The Purchaser's failure to pay any closing costs or other payments due and payable pursuant to this Agreement; or

(iv) The Purchaser's failure to pay, perform or observe any of his, her or its other obligations hereunder.

(b) Upon the occurrence of an Event of Default, the Seller's sole right shall be to cancel this Agreement by sending the Purchaser thirty (30) days' prior written notice of its intention to do so, such notice to be sent via certified mail, return receipt requested and via first class mail. If Seller elects to cancel, the Purchaser shall have thirty (30) days from the giving of the cancellation notice within which the Purchaser must cure the specified default. **TIME SHALL BE OF THE ESSENCE** to remedy the specified default within the thirty (30)-day period. If the specified default is not timely cured, then (i) the Seller shall have the right to retain, as liquidated damages, the Liquidated Sum; (ii) the Seller shall have the right to sell the Unit to others as though this Agreement had never been made; and (iii) the Purchaser shall not have any further rights against or obligations to the Seller, the Condominium, the Condominium Board or any subsequent purchaser of the Unit. Whether or not the Seller has canceled this Agreement as provided above, if the Seller has not collected the proceeds of any check for any payments due under this Agreement, then the Seller may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including without limitation all attorneys' fees and expenses incurred by the Seller in connection therewith.

(c) Notwithstanding the occurrence of an Event of Default, the Seller may, in its sole discretion, keep this Agreement in effect and proceed to close title without prejudicing the Seller's right to recover from the Purchaser damages, losses, costs, expenses and all other lawful sums to which the Seller is entitled (including, but not limited to, legal fees and the costs of collection).

(d) If the Purchaser is or becomes a tenant at the Property and the Purchaser shall fail to pay rent or otherwise comply with the Purchaser's lease or tenancy obligations (which failure results in the Purchaser's eviction from the Unit, by court order or voluntary removal), or the Purchaser vacates or abandons the Unit, then such failure, vacating or abandonment (as the case may be) shall constitute a default under this Agreement, entitling the Seller, at its sole option to cancel this Agreement. If this Agreement is not canceled and any default under the Existing Lease or the Interim Lease, as applicable, exists as of the Closing Date, then the Seller shall not be obligated to close title with the Purchaser unless and until such default is cured, and the Seller shall have a lien on the Unit as security therefor.

16. Obligation of Tenant to Pay Rent.

(a) A Purchaser who is or becomes a tenant or occupant of the Property must continue to pay rent under its Existing or Interim Lease, and the Purchaser specifically waives any right of offset with respect to such rent. In no event shall the Purchaser be released or excused from paying and performing the Purchaser's lease or

tenancy obligations, and nothing contained in this Agreement shall limit or be deemed to limit any rights or remedies at law or in equity or under the Purchaser's Existing Lease or Interim Lease, as the case may be, which the Seller, or any other party may have by reason of a default under the Purchaser's Existing Lease or Interim Lease, as the case may be, including without limitation, the Seller's right to collect from the Purchaser all damages, losses, costs, expenses, and all other lawful sums to which the Seller is entitled (including, but not limited to, legal fees and costs of collection) due to the Purchaser's failure to pay rent or otherwise comply with the Purchaser's lease or tenancy obligations. The right is reserved to the Seller to apply any rent security against rent arrearages or other default and in addition to sue any tenant to the extent such rent security is insufficient.

(b) In no event shall either the Purchaser's failure to pay rent as due or the pendency of eviction proceedings or vacating or abandonment of the Unit give the Purchaser any rights to any extension under this Agreement.

17. Termination of Existing Leases of Tenant Purchasers.

If the Purchaser is currently the tenant (a **"Tenant Purchaser"**) under an Existing Lease of the Unit being purchased, the Purchaser agrees that the Existing Lease shall be terminated and canceled upon closing of the title to the Unit on the Closing Date. The Seller shall have no obligation to close title with a Tenant Purchaser unless all rent and other charges due under such Tenant Purchaser's Existing Lease have been paid through the Closing Date.

18. Agreement Subject to Plan Being Declared Effective. The performance by the Seller of its obligations under this Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned at any time prior to its becoming effective as provided in the Plan and thereafter upon certain terms and conditions as provided in the Plan. If the Plan is abandoned or does not become effective or if after being declared effective the Plan shall not be consummated for any reason, then this Agreement shall be deemed canceled and the Plan terminated on the date specified in a notice thereof by the Seller to the Purchaser. Within fifteen (15) days thereafter the Purchaser shall receive a refund in full of all moneys paid by it hereunder with interest earned thereon, if any (except as provided in Paragraph 15 hereof), and, upon such refund neither party shall have any further rights, obligations, or liability to or against the other or the Condominium under this Agreement and the Plan.

19. The Seller's Inability to Convey Title. If the Seller is unable to deliver title to the Unit to the Purchaser subject to the Permitted Exceptions set forth in the Plan in accordance with the provisions of this Agreement and the Plan, the Seller shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If the Seller elects to attempt to cure such inability then it shall be entitled to an adjournment of the Closing Date for a reasonable period of time within which to complete such cure. However, the Seller may notify the Purchaser at any time of its refusal either to cure or to continue to cure, as the case may be, such inability and if the Purchaser is then not in default

hereunder beyond any applicable grace period, then the Purchaser's sole right and remedy shall be either: (a) to take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against the Seller for damages or otherwise); or (b) to terminate this Agreement. If the Purchaser so elects to terminate this Agreement, the Seller shall, within fifteen (15) days after receipt of notice of termination from the Purchaser, return to the Purchaser all sums deposited by the Purchaser hereunder, together with interest earned thereon, if any, and upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other under this Agreement and the Plan. The foregoing option must be exercised by notice of the Purchaser in writing to the Seller within ten (10) days after the giving of the Seller's notice of refusal to cure such inability. If the Purchaser fails to give such notice to the Seller within said ten (10) day period, with **TIME BEING OF THE ESSENCE**, it shall be conclusively deemed that the Purchaser has elected to acquire title to the Unit subject to such inability as aforesaid.

20. Sale Subject to Existing Tenancy; Rights and Duties of Non-Occupant Purchasers.

The following provisions are applicable only if, at the time of signing this Purchase Agreement, the Unit is occupied by, or under lease to, one other than the Purchaser.

(a) The Purchaser understands that the Purchaser is purchasing the Unit subject to the rights of the Existing Tenants thereof, as explained more fully in the Plan under the Section entitled **"Rights of Existing Tenants."**

(b) The Purchaser acknowledges that no representation or statement has been made (and if made, the Purchaser knows it is unauthorized and has not relied thereon) as to the length of time that may elapse before the Purchaser gains possession of the Unit or that the Purchaser, in fact, will obtain possession of the Unit.

(c) Upon acquiring title to a Unit occupied by another, the Purchaser shall become the landlord of the tenant or occupant thereof and the latter shall become such Purchaser's tenant. The Purchaser alone shall bear the entire costs and expenses of owning the Unit (including but not limited to, any legal fees and litigation expenses for enforcing the Existing Lease and obtaining possession of the Unit). The relationship between the two parties will be governed primarily by the terms, covenants and conditions contained in the Existing Lease or the statutory and/or implied covenants of any month-to-month tenancy. Further, the Purchaser will be subject to any rights and duties required pursuant to Section 352eeee of the GBL and the Rent Laws. The Purchaser will succeed to and assume all of the Seller's rights and obligations as the landlord of such tenant or occupant, including, but not limited to, the Seller's right to receive the rents reserved in the Existing Lease and the Seller's obligation to perform all of the duties of the landlord under such Existing Lease or month-to-month tenancy. Such duties may include, but are not limited to, the obligation to maintain, repair and replace any plumbing fixtures, refrigerator, dishwasher, lighting fixtures and other fixtures, equipment and appliances in his, her or its Unit and to paint the Unit periodically. The Purchaser will be obligated to perform these duties as the landlord of such tenant or occupant even though the rents reserved under the Existing Lease or month-to-month tenancy maybe insufficient to pay the cost of such

performance. In addition, the Purchaser will be required to pay all Common Charges assessed against him, her or it by the Condominium Board, regardless of whether such Common Charges are more or less than the rent payable by the tenant or occupant and regardless of whether such rent is received. Various of these rights and duties are summarized in the Plan in the section entitled **"Obligations of Owners of Units Occupied by Non-Purchasing Tenants."** At closing, the Seller and the Purchaser will sign and deliver to each other an agreement (in form and substance satisfactory to the Seller) in which the Seller assigns to the Purchaser all of its rights as landlord under the then Existing Lease or month-to-month tenancy and the Purchaser assumes full responsibility for, and indemnifies and holds the Seller harmless from and against all obligations under such Existing Lease or month-to-month tenancy to be performed from and after the closing.

(d) The Purchaser shall be required upon obtaining title to the Unit to irrevocably appoint the Condominium's Managing Agent and its successors (or the Condominium Board if no Managing Agent is employed by the Condominium) as his, her or its agent to provide to the Existing Tenants of the Unit all services and facilities required Applicable Law.

(e) The Purchaser agrees to deposit with the Managing Agent (or Condominium Board if no managing agent is employed) at the closing an amount not less than two-months' common charges and real estate taxes to be used as working capital to furnish services required under the Existing Lease for the Unit and pursuant to Applicable Law. Upon notice from the Managing Agent (or Condominium Board) that the deposit has been diminished, the fund shall be replenished by the Unit Owner within thirty (30) days of such notice. The failure of the Unit Owner to replenish the fund in a timely fashion will result in the Condominium having a lien against the Unit. Interest, if any, earned on the fund shall be the property of the Unit Owner.

(f) If after the Purchaser signs this Agreement the Existing Tenant timely exercises such Existing Tenant's exclusive right to purchase the Unit during the period granted under the Plan or at such later date as may be permitted under Applicable Law (or an administrative or judicial interpretation thereof), then this Agreement will be deemed canceled and within thirty (30) days thereafter, all monies deposited with the Seller shall be returned to the Purchaser, with interest, if any, earned thereon. Upon such refund being made, the Purchaser, the Seller, the Selling Agent, and all other Persons involved in the Plan will be (and hereby are) released and discharged of all liabilities and obligations hereunder and under the Plan.

21. Fixtures, Appliances and Personal Property.

(a) At closing, the Unit will contain only those appliances, countertops, cabinets, sinks, vanities (if any), air-conditioning units (if any), hardware and other fixtures and equipment currently installed therein which are owned by the Seller. The Unit is being sold unfurnished. Any appliances, air conditioning units, furnishings, equipment, fixtures, and other personal property owned by any Existing Tenant of a Unit are not included in this sale. However, if a Unit is presently occupied by other than the Purchaser and the Existing

Tenant removes a stove or refrigerator belonging to him or her, then the Seller agrees to supply a replacement, which need not be new, but will be in working order and similar in size and quality to the stoves and refrigerators owned by the Seller that are contained in comparable Units in the Building on the Presentation Date of the Plan.

(b) Furniture, wall coverings, furnishings, decorations and the like in or about any model apartment are for display purposes only and are not included in the sale. Purchaser acknowledges that any floor plans contained in Part II of the Plan and any other floor plan or sketch shown to Purchaser by Seller, Selling Agent or any other party is only an approximation of the dimensions and layout of typical Units in the Building and the Purchaser confirms that Purchaser has not relied thereon as accurate with respect to the Unit which is the subject of this Agreement. The actual layout of the Unit which is the subject of this Agreement may vary from such floor plans and may have been altered. Purchaser confirms that Purchaser has inspected the Unit to determine its useable dimensions, layout and physical condition.

(c) There shall be no modifications or extras unless agreed to in writing by both the Purchaser and the Seller. All modifications, alterations and additions to the Unit must be approved by the Seller in writing and, if approved, shall be performed by the Seller at the Purchaser's expense (payable in the manner to be set forth in an addendum to this Agreement or in a separate agreement).

22. Acceptance of Condition of Property and Unit.

The signing of this Purchase Agreement by the Purchaser signifies the Purchaser's acceptance of the conditions of the Property, including the Building, the Unit, and all fixtures, machinery, equipment, furnishings, appliances, installations and any other personal property contained therein (hereinafter collectively called **"Installations"**), in their respective existing conditions, subject to reasonable use, wear and tear and natural deterioration between the date Purchaser signs this Agreement and delivery of the deed to the Purchaser. The Purchaser acknowledges having read, or having had ample opportunity to read, the Description of Property and Building Condition set forth as Document Number 1 in Part II of the Plan, which sets forth a description and then existing physical condition of the Building. The Purchaser understands that the Seller has no obligation to make any repairs, improvements or decorations in or to the Property, the Building, the Unit or the Installations except as set forth in the Plan. However, the Seller has agreed in the Plan to maintain the Building in substantially the same condition it is in on the Presentation Date, unless prevented from so doing by reason of acts or events beyond the Seller's control, as more particularly set forth in the Plan.

Purchaser shall be given a reasonable opportunity to examine the Unit prior to closing and is advised to make a careful examination at such time.

23. Lead-Based Paint and/or Lead-Based Paint Hazards

The Purchaser understands that under applicable Federal regulations (namely, 24 CFR Part 35 and 40 CFR Part 745), before Purchaser becomes obligated

under this Purchase Agreement, the Purchaser must be permitted a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards (the, **"Lead-Based Paint Inspection"**), unless the Purchaser elects in writing to waive same. At or prior to signing and submitting this Purchase Agreement to the Seller, the Purchaser shall indicate (where appropriate) and sign a certain form entitled **"Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards"** (the **"Lead-Based Paint Disclosure Form"**), indicating, among other things, whether the Purchaser has waived the right to conduct the Lead-Based Paint Inspection or has been given the opportunity to conduct same. A copy of the Lead-Based Paint Disclosure Form is included in Part II of the Plan. The Purchaser hereby repeats and affirms all of the Purchaser's acknowledgments on the Purchaser's signed Lead-Paint Disclosure Form, which by this reference are hereby made a part of this Purchase Agreement. Notwithstanding anything to the contrary contained herein, the Seller shall have no obligation to accept any Purchase Agreement submitted by the Purchaser unless accompanied by the Lead-Based Paint Disclosure Form completed and executed by the Purchaser.

24. Security Deposit.

(a) If the Purchaser is or hereafter becomes a tenant of the Unit, the Purchaser's unapplied rent security deposit, if any, shall be refunded to the Purchaser, together with any interest earned thereon, within thirty (30) days following the closing, provided that the Purchaser is not in default under the Purchaser's Existing Lease, Interim Lease or this Agreement.

(b) If the Unit is occupied by other than the Purchaser, then the unapplied security deposit (if any) of the tenant or occupant of the Unit (or the Purchaser's pro rata share thereof) shall be transferred at closing to the Purchaser, who shall, upon receipt, sign and deliver to the Seller an agreement acknowledging the amount received, indemnifying and holding the Seller harmless from and against all liability in connection therewith and agreeing to hold such security deposit as required under the Existing or Interim Lease and Applicable Law. If the Existing Tenant is in arrears with respect to the payment of rent or other charges, if any, the Purchaser understands that it will be obligated to pay to the Seller any such arrearages out of the first amounts collected by the Purchaser from such tenant. In either event, the Seller will have the right to deduct from any Existing Tenant's security deposit the amount of any rent arrearage owing to the Seller and to sue the Existing Tenant to the extent such rent security is insufficient.

25. Damage to the Unit.

(a) Unless the Purchaser now occupies the Unit, the Purchaser shall not be entitled to occupy the Unit until the deed is delivered to the Purchaser at closing, unless the Seller, in its discretion, grants possession of the Unit to Purchaser under an Interim Lease as provided in the Plan. If the Purchaser is an Existing Tenant of the Unit or if the Purchaser is given possession of the Unit prior to closing under an Interim Lease or otherwise, then the Purchaser shall assume the risk of loss and the obligation to repair and shall be solely responsible for any damage to, or loss or other condition in, the Unit

resulting from casualty, the Purchaser's use and occupancy or from the acts or negligence of the Purchaser's guests, contractors, subcontractors, licensees, agents, employees or other invitees or otherwise and the Seller shall not be obligated to make any repairs to the Unit or its Installations. If the Purchaser is obligated to repair the damage, then the Purchaser's failure to make such repair shall not excuse Purchaser from paying the Balance of the Purchase Price and accepting delivery of the deed. Notwithstanding the foregoing, until closing, the Seller shall remain responsible to make those repairs required of it as landlord under any Existing or Interim Lease and, after closing, the Condominium Board shall be responsible to make those repairs required of it under the Condominium Documents.

(b) Except as provided in subparagraph (a), all other risk of loss prior to closing shall be assumed by the Seller, but without any obligation or liability of the Seller to repair the damage or restore the Unit. If the Seller or (in the event the Declaration is filed) the Unit Owners elect, pursuant to the Condominium Documents, to repair or replace the loss or damage, in the event of a fire or other casualty, this Agreement shall continue in full force and effect, the Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement of, the Purchase Price, and Seller shall be entitled to a reasonable period of time to complete (or to permit the Condominium Board to complete) such repairs or replacements. The Purchaser shall not be required to pay the Balance of the Purchase Price unless and until (i) the Unit has been substantially repaired to as near as reasonably possible its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall belong entirely to the Seller (subject to the rights, if any, of the Condominium Board or of other Unit Owners in the event the Declaration is filed) and if such proceeds are paid to the Purchaser, the Purchaser shall promptly upon receipt turn them over to the Seller.

(c) In the event the Seller notifies the Purchaser that it does not elect to repair or restore the Unit or (in the event the Declaration is filed) if the Unit Owners do not resolve to make such repairs or restore the Unit pursuant to the Condominium Documents, this Agreement will be deemed canceled and of no further force or effect and the Seller will instruct the Escrow Agent to return to the Purchaser all sums deposited hereunder (with interest, if any, earned thereon) whereupon the parties will be released and discharged from all obligations and liability hereunder and under the Plan, except that if the Purchaser is then in default hereunder (beyond any applicable grace period), the Seller will retain the Liquidated Sum pursuant to Paragraph 15 above.

(d) If the Purchaser is a tenant under an Existing Lease at the Property, the provisions of this Agreement shall supersede and replace any conflicting provisions in such Purchaser's Existing Lease.

(e) The Purchaser expressly waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this Paragraph 25 shall govern and control in lieu thereof.

26. No Representations. Except as set forth in the Plan, the Seller has not made, does not make and is unwilling to make any representations as to the condition, income, expenses, Existing Leases, tenants, use, operation or any other matter or thing affecting or relating to the Property or title thereto or the transactions contemplated hereby. The Purchaser acknowledges and represents that, except as expressly set forth in the Plan or in this Agreement, the Seller has not made and the Purchaser has not relied upon any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Seller, whether consisting of or contained in any architect's plans, sales plans, selling brochures, advertisements or otherwise, including, but not limited to, any relating to: (a) the description or physical condition of the Property or the Unit, or the size or the dimensions of the Unit, or any other physical characteristics thereof; (b) the services to be provided to Unit Owners; (c) the estimated Common Charges allocable to the Unit; (d) the right to any income tax deduction for any real estate taxes or mortgage interest paid by the Purchaser; (e) the current or future real estate tax liability, assessment or valuation of the Property or the Unit; (f) the potential qualification of the Property or the Unit for any and all benefits conferred by federal, state or municipal laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar of dissimilar to those enumerated; (g) the compliance of the Unit or the Property, in its current or any future state with applicable zoning ordinances and the ability to obtain a variance in respect to any non-compliance, if any, with said zoning ordinances; (h) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Unit or the Property from any source, including but not limited to the state, city or federal government or any institutional lender; (i) the current or future use of the Unit or the Property; (j) the current or future condition and operating state of any and all machinery or equipment in the Unit or on the Property and the current or future structural and physical condition of the Unit, the Building or any other improvements to the Property or their suitability for rehabilitation or renovation; (k) the state of title to the Unit; and (l) the presence or absence of violations of Applicable Law; the Purchaser having relied solely on its own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of the Seller except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. The Purchaser agrees that the Seller and its agents and contractors will have no liability to the Purchaser nor shall the Purchaser be relieved of any of its obligations hereunder if there is a minor error or inaccuracy in the layout or dimensions of the Unit or of the Common Elements or any Limited Common Elements of the Condominium as shown on the Floor Plans.

27. Broker.

The Purchaser represents to the Seller that the Purchaser has not dealt with any broker other than the Selling Agent in connection with this transaction. The Purchaser agrees that should any claim be made against the Seller for commissions by anyone other than the Selling Agent based on alleged dealings with the Purchaser or the Purchaser's representatives, the Purchaser shall (i) give testimony to such effect in any case, action or proceeding by any broker other than the Selling Agent, and (ii) indemnify and hold the Seller harmless from and against any and all liabilities, claims, damages, costs and

expenses (including but not limited to reasonable attorneys' fees and expenses) arising out of or in connection with any claim for commissions or other compensation with respect to this transaction or with respect to the Purchaser.

28. Assignment. The Seller may assign this Agreement without limitation. The Purchaser shall not have the right to assign this Agreement without the prior written consent of the Seller except as might otherwise be expressly provided in the Plan.

(a) If the Seller consents to an assignment of this Agreement by the Purchaser, then any such consent shall be conditioned on the following:

(i) The assignee executing and delivering to the Seller, within five (5) days after the making of such assignment, an assumption of this Agreement in form and substance satisfactory to the Seller;

(ii) The Purchaser executing and delivering to the Seller a guarantee of the assignee's obligations under this Agreement and any instruments or agreements made pursuant to the provisions of this Agreement on or before or in connection with the closing hereunder, in form and substance satisfactory to the Seller;

(iii) The Purchaser and the assignee completing, executing and delivering any transfer tax returns required by Applicable Law to be filed in connection with such assignment and paying any transfer taxes due thereon at the closing hereunder; and

(iv) The Purchaser paying such additional fees as are specified in the Plan in connection with an assignment of this Agreement.

(b) Notwithstanding any such consent or assignment, the Purchaser shall not be released from any liability under this Agreement.

29. The Purchaser's Representations.

(a) The Purchaser represents to the Seller and the Condominium as follows:

(i) If the Purchaser is an individual, the Purchaser is over 18 years of age and resides in the State of New York.

(ii) If the Purchaser is an entity, it is legally authorized to acquire the Unit and has an office for the conduct of its business in New York.

(iii) The Purchaser is not purchasing for the purpose of resale, subletting, assigning, or as an accommodation to, or solely for the account or benefit of the Seller or its principals.

(b) The Purchaser certifies that (i) if he or she is a tenant who was in occupancy on the date the Plan was filed, the Purchaser has agreed in good faith to

purchase the Unit with no discriminatory repurchase agreement or other discriminatory inducement and that he or she is a bona fide tenant in occupancy, or that (ii) the Purchaser is a bona fide purchaser and he or she or a member of his or her immediate family intends to occupy the Unit when it becomes vacant.

30. Possession of Unit and the Purchaser's Work. Except pursuant to an Interim Lease, the Purchaser shall not be entitled to have access to the Unit prior to the closing of title thereto without obtaining the Seller's prior written consent. Unless otherwise agreed in writing by the Seller, such access shall be for the limited purpose of inspection and taking measurements. If the Purchaser is permitted such access, the Purchaser shall release the Seller from any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from any injuries sustained by any person or damage to any property resulting from such access, even if such injury results from the negligence of the Seller, the Selling Agent, or any of their respective agents, employees, contractors or representatives. In addition, the Purchaser shall indemnify and hold the Seller, the Selling Agent and their respective agents, employees, contractors and representatives harmless from and against any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from such access, including without limitation reasonable attorneys' fees and expenses.

31. Liability of the Seller

(a) The Seller shall not have any liability to the Purchaser or others with respect to any of the Seller's obligations under this Agreement, under the Plan, or otherwise in excess of the net proceeds paid to the Seller from the sale of the Units after payment of, or reserve for, any liabilities, costs or expenses of the Seller arising out of the promulgation of the Plan, the offering of the Units for sale and the consummation of the transactions contemplated in the Plan.

(b) The Seller shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed, or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of labor unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Seller. The Seller's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

32. Acceptance of the Purchase Agreement

(a) If the Purchaser is an Existing Tenant, this Agreement will be accepted by the Seller on condition that: (i) the Purchaser signs and returns this Agreement, together with the requisite Down Payment, within ninety (90) days from the Presentation Date of the Plan; (ii) the Purchase Price is in accordance with the price for the Unit set forth in the Plan; and (iii) the Purchaser has the exclusive right to purchase the Unit under the Plan.

(b) If the Purchaser is not an Existing Tenant of the Property or the conditions set forth in subparagraph (a) (have not been met), the submission to the Seller of this Agreement shall not constitute a binding obligation on either the Purchaser or the Seller. No such binding obligation will arise until this Agreement is executed by both the Purchaser and the Seller (or the Seller's duly authorized agent) and one fully-executed copy has been delivered to the Purchaser and two fully-executed copies have been delivered to the Seller together with the Lead-Based Paint Disclosure Form in accordance with subparagraph (c) below. If within twenty (20) days after the Selling Agent receives this Agreement signed by the Purchaser a copy of this Agreement signed by the Seller of its authorized agent is not sent or delivered to the Purchaser, then it will be deemed rejected and of no force or effect, and all monies paid by the Purchaser shall be refunded, without interest, within ten (10) days thereafter. Upon such refund being made, neither party will have any further rights, obligations or liabilities hereunder with respect to the other or any other party connected with the Plan. This Agreement may not be rejected due to the Purchaser's sex, race, creed, color, national origin, ancestry or other ground proscribed by law. The Seller has the right, without incurring any liability, to reject this Agreement without cause or explanation to the Purchaser.

(c) Notwithstanding anything to the contrary contained in subparagraph (a) above, the Seller shall have no obligation to accept this Agreement unless at the time this Agreement is submitted to the Seller, the Purchaser also delivers to the Seller the Lead-Based Paint Disclosure Form fully completed and signed by the Purchaser in triplicate.

33. Notices. Notices hereunder shall be in writing and shall be either (i) personally delivered (with receipt acknowledged) or (ii) mailed by registered or certified mail, return receipt requested or (iii) sent by overnight courier (with receipt acknowledged) or (iv) sent by facsimile transmission, if available, provided and so long as a copy of such notice is sent the same day by any of the methods set forth in clauses (i), (ii) or (iii)), to the parties as follows: to the Purchaser, at the address and facsimile number (if any) first stated in this Agreement and to the Seller c/o R.Y. Management, 1619 Third Avenue, New York, New York 10128 (Fax No.: (212) 534-6140), Attention: Robert Klehammer, Esq., with a copy in like manner to Herrick, Feinstein LLP, 2 Park Avenue, New York, New York 10016, Attention: Daniel J. Slatz, Esq. (Fax No.: 212-889-7577). Any of the parties noted in this Paragraph may change his, her or its address and/or facsimile numbers for purposes of this Paragraph by giving notice thereof to the other parties in the manner provided above. Herrick, Feinstein LLP may give notices on behalf of the Seller. Notices shall be deemed given on the same day if personally delivered or sent by facsimile transmission, the next business day if sent by overnight courier or five (5) days after mailing if sent by registered or certified mail, return receipt requested. Notwithstanding the foregoing, no notice of change of address shall be deemed given until actually received.

34. Joint Purchasers The term **"Purchaser"** shall be read as **"Purchasers"** if more than one person are purchasers, in which case their obligations shall be joint and several.

35. Survival of the Seller's and the Purchaser's Obligations. All of the obligations of the Seller under this Agreement shall be deemed satisfied upon delivery of the deed to the Unit

and the closing of title hereunder and no obligations of the Seller shall survive delivery of the deed except as otherwise expressly provided in this Agreement or the Plan. Except where the context otherwise requires, all the representations, warranties, and obligations of the Purchaser under this Agreement shall survive delivery of the deed and the closing of title hereunder, whether or not specifically so stated in any particular provision.

36. Further Assurances. The Purchaser shall execute, acknowledge and deliver to the Seller such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Seller may reasonably request in order to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm any of the obligations of the Purchaser hereunder or any right to be created or transferred hereunder or pursuant to any such transaction.

37. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable either as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Applicable Law.

38. Strict Compliance. Any failure by the Seller to insist upon the strict performance by the Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the Seller, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Purchaser of any and all of the provisions of this Agreement to be performed by the Purchaser.

39. Governing Law. The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

40. Waiver of Jury. Except as prohibited by Applicable Law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement, or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

41. No Recordation. This Agreement shall not be recorded by the Purchaser without the Seller's prior written consent. Any purported recordation thereof by the Purchaser shall be void and constitute an Event of Default by the Purchaser hereunder.

42. Entire Agreement. This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties hereto and constitutes the entire agreement between them. The Purchaser acknowledges and agrees that the Plan may be amended by the Seller from time to time as provided in the Plan and that this Agreement may be amended by the Seller to conform to the provisions of any such

amendment by delivering to the Purchaser a notice thereof, subject however to any rights which the Purchaser may have to rescind this Agreement as provided in the Plan.

43. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term **"herein"**, **"hereof"** or **"hereunder"** or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires. The term "**including**" shall be deemed to mean "**including without limitation**" whether or not so stated in the text.

44. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

45. Successors and Assigns. Without limiting the provisions of Paragraph 28, the provisions of this Agreement shall bind The Purchaser and its heirs, legal representatives, successors and assigns and inure to the benefit of The Purchaser's heirs, legal representatives and permitted assigns and shall bind and inure to the benefit of the Seller and its successors and assigns.

46. No Oral Changes. This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereof at the time of execution hereof, in a separate written agreement signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

Seller: **YORKVILLE TOWERS ASSOCIATES, LIMITED PARTNERSHIP**
By: Frederick DeMatteis Family Limited Partnership, General Partner
By: FDF Associates LLC, General Partner

By:_____
Name:
Title:

Purchaser(s): _____

_____

## EXHIBIT A TO PURCHASE AGREEMENT

## 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: The Ruppert Yorkville Towers Condominium
1601/1619 and 1623/1641 Third Avenue
New York, New York
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 time share.
   [ ] 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 the 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: _____

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# Document Number 5 —
# LEAD-BASED PAINT DISCLOSURE FORM

**THIS DISCLOSURE IS PART OF, AND INCORPORATED IN, THE CONTRACT OF SALE BEING SIGNED BY SELLER AND PURCHASER SIMULTANEOUSLY HEREWITH**

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

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

Seller (√): (a)(i) or (ii)

**Seller's Disclosure**
(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i)_____ Known lead-based paint and/or lead-based paint hazards are present in the housing: (explain)
_____
(ii) _X_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Seller (√): (b)(i) or (ii)

(b) Records and reports available to Seller (check (i) or (ii) below):
(i)_____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint hazards in the housing (list documents below).
_____
_____

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

Purchaser Initial: (c),(d) and (e)

**Purchaser's Acknowledgment (initial)**

(c)_____ Purchaser has received copies of all information listed above.
(d)_____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
(e)_____ Purchaser has (check (i) or (ii) below):

Purchaser (√): (i) or (ii)

(i)_____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
(ii)_____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

Agent Initial: (f)

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

**Certification of Accuracy**

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

[sign and date]

| SELLER: | PURCHASER: | AGENT: |
|---|---|---|
| YORKVILLE TOWERS ASSOCIATES, Limited Partner | | R.Y. Management Co., Inc. |
| By: Frederick DeMatteis Family Limited Partnership, General Partner | _____ | By: _____ |
| By: FDF Associates LLC, General Partner | _____ | |
| _____ Date:_____ | _____ Date:___ | _____ Date:___ |

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**Document Number 6 —**
**PRE-CONTRACT SIGNING INSPECTION AGREEMENT**

---

**"Date"**: _____, 200 _.

**"Party or Parties"**: **"I"** am the Party signing below as "Prospective Purchaser" of the subject Unit.

My address for notices and telephone numbers are:

_____

_____
[Street]

_____
[City] [State] [Zip Code]

Telephone Nos.: (___) _____ (___) _____
Home Business

**"You"** are the Party signing below as the "Prospective Seller" of the subject Unit.

Your address for notices and telephone number are:

c/o R.Y. Management Co., Inc.
1619 Third Avenue
New York, New York 10128
Attention: Ms. Teresa Tota
Telephone No.: (212) 534-7771

**"Unit"**: Unit _____ at _____ Third Avenue, New York, New York

**"Building"**: 1601/1619 Third Avenue
1623/1641 Third Avenue
New York, New York 10128

---

## 1. Definitions

**1.1** The meanings stated for the words within quotation marks on the first page and elsewhere in this Agreement apply wherever these words appear in this Agreement.

## 2. Election for Risk Assessment or Inspection

**2.1** I have elected to conduct a risk assessment or inspection (collectively, "**Test/ Inspection**") for the presence of lead-based paint and/or lead-based paint hazards in accordance with my rights under applicable Federal regulations ("**Regulations**"), namely: 24 CFR Part 35 and 40 CFR Part 745.

**2.2** I understand that I am to conduct the Test/Inspection within 10 full calendar days after I receive this Agreement signed by, or on behalf of, you. Thereafter, all of my rights under this Agreement to conduct the Test/Inspection will end and I will be deemed conclusively to have waived my rights under the mentioned Regulations to conduct a Test/Inspection.

**2.3** Promptly after being received by me, I will give you, without any kind of fee or charge, a written report of the results of the Test/Inspection, including a copy of a report (if any) issued by my "Consultant" (defined in Provision "3.1") and a copy of the laboratory or other report (if any) analyzing samples (if any) taken during the Test/Inspection.

## 3. Access

**3.1** In order to conduct the Test/Inspection, I and my contractor, engineer or other consultant (collectively, "**Consultant**") will be given reasonable access to the Unit and public areas of the Building in accordance with this Agreement.

**3.2** A. The Test/Inspection will be held at a mutually convenient time and date.

B. Unless otherwise agreed, the Test/Inspection will occur between 9:00 a.m. and 5:00 p.m. on a day ("**business day**") that is not a Saturday, Sunday or legal holiday of the State of New York or the U.S. government.

C. I will give you or (if you designate someone to represent you) your designated representative at least two (2) full business days' advance notice of my proposed date of the Test/Inspection.

**3.3** I and my Consultant will conduct the Test/Inspection in a reasonable manner so as not to disturb or interfere with the use, operation, security or occupancy of the Building or the units therein.

**3.4** Unless waived in writing by you (in your sole and absolute discretion), you or your designated representative (as applicable) will have the right to accompany me and my

Consultant (if any) during the Test/Inspection and the Test/Inspection will not be made without you or such representative (as applicable) being present.

4. **Liability for Damages, Injuries and Litigation**

**4.1** I will be liable, and reimburse you upon demand, for any damages (to the Unit or elsewhere), injuries and all claims and lawsuits (collectively "**litigation**") caused by me or my Consultant while conducting the Inspection.

**4.2** My liability and obligation for reimbursement include:

- all reasonable costs and expenses you pay or incur to restore the applicable damaged area to the condition existing immediately before the Inspection;
- all judgments, awards, losses, damages, penalties and fines resulting from such damages or injuries;

  and

- all "**reasonable litigation costs and expenses**" (that is, reasonable legal fees and disbursements, court costs and all related litigation expenses) to defend any such litigation against you as well as to enforce your rights to collect monies I may owe you under this Agreement.

**4.3** You will have the exclusive right at my cost and expense:

- to repair the damage to and make all repair decisions (including the selection of all materials, suppliers and manufacturers, as well as all contractors, professionals and workers engaged to perform the work);

  and

- to defend, conduct and control the litigation and to make all litigation decisions (including the selection of the attorneys).

5. **No Invasive Test/Inspection**

**5.1** I and my Consultant (if any) will not perform an "Invasive Test/Inspection" (defined below) without first obtaining your written approval.

**5.2** You are not obligated to give such approval. If you elect to approve, then any such approval is conditioned upon my escrowing with your attorneys, under a separate agreement to be entered into, a mutually agreeable amount to secure my liability for damages under Provisions "4.1" and "4.2" above.

5.3 An "**Invasive Test/Inspection**" is any kind of probe, penetration or disturbance of a painted or covered surface.

## 6. No Obligation to Buy or Sell the Unit

**6.1** This is NOT a reservation, option, commitment or agreement for the purchase or sale of the Unit and you are not in any way bound or obligated to sell the Unit to me.

**6.2** You are NOT obligated to reserve or withhold the Unit from sale for me and are free to offer and contract to sell the Unit to others without any kind whatsoever of recourse by me against you.

**6.3** You are NOT obligated to abate, contain, remove or make any corrections in the event of the existence of lead-based paint or lead-based paint hazards unless and except to the extent required by applicable law.

**6.4** This Agreement is NOT a lien against the Unit.

**6.5** I will not record this Agreement and I will violate a substantial obligation to you if I try to record this Agreement. In the event of such violation, I will be liable, and will reimburse you upon demand, for all damages, losses, costs and expenses (including all reasonable litigation costs and expenses) you may pay or incur as a result of such violation as well as to enforce your rights and to collect monies due you under this Provision "6".

**6.6** My agreements, obligations and liabilities under these Provisions are binding, enforceable and independent, and are NOT conditional upon my entering into a purchase agreement for the Unit.

## 7. Notices

**7.1** Unless otherwise expressly provided elsewhere in this Agreement, any notice, request, consent, election, waiver, designation, demand or other communication (collectively, "**notice**") to be given or made to or by the Parties in connection with this Agreement must be in writing and either:

(a) delivered by hand, telecopier (with electronic confirmation followed by mail confirmation given within one business day thereafter) or overnight delivery by Federal Express or other recognized carrier guaranteeing the next day delivery;

or

(b) sent by certified or registered mail, return receipt requested, postage prepaid.

**7.2** Each notice to a Party will be addressed to the Party at its address given in the preamble on the first (signature) page.

**7.3** A copy of each notice shall be sent simultaneously and in like manner to the person and address (if any) specified by a Party in a notice to the other Party.

**7.4** Each Party may, by notice to the other, change the address to which future notices are to be sent or change or add a person to whom a notice or a copy of a notice is to be sent.

**7.5** Unless otherwise provided elsewhere in this Agreement, each notice shall be considered to be given on:

(a) the date delivered by hand or sent by telecopier (unless it is not a business day or is not received before 5:30 p.m., in which case the notice shall be considered given on the first business day after being so delivered or sent);

(b) the next business day after being given to a recognized carrier for overnight delivery;

(c) the second full business day following the date of mailing in the City and State of New York;

or

(d) the third full business day following the date of mailing outside the City and State of New York.

However, a notice of a change of address or person pursuant to Provision "7.4", shall not be deemed given until received.

**7.6** A notice that is mailed shall be deposited into a branch office or an official mail depository maintained by the United States Postal Service.

**7.7** Failure to accept a notice is deemed receipt of it and does not invalidate the notice or excuse the performance of an obligation.

## 8. No Negative Construction Against Drafting Party

**8.1** The Parties agree that the normal rules of construction to resolve ambiguities against the Party whose counsel drafted this Agreement shall not be followed in the interpretation of this Agreement. Consequently, no negative inference or interpretation shall be made by a court in enforcing the Provisions of this Agreement against the Party whose attorney drafted this Agreement.

## 9. Governing Law; Venue; and Service of Lawsuits

**9.1** Venue and Service

Any lawsuit or proceeding arising out of this Agreement:

(a) must be brought in the Supreme Court of the State of New York;

(b) must be brought in the County in which the Unit or Prospective Seller is located;

and

(c) may be commenced by serving the summons and/or complaint by certified or registered mail (return receipt requested), postage prepaid, deposited in an official mail depository maintained by the U.S. Postal Service, and sent to the Party at the Party's address for notices set forth in Provision "7.2" or any other address of which the Party has given notice in accordance with Provision "7.4."

## 10. Invalid Provisions Severed

**10.1** The invalidity or unenforceability of all or part of a Provision of this Agreement shall not affect the validity of the other Provisions of the unaffected other parts of such Provision, which shall be enforced to the fullest extent permitted by law.

## 11. Binding Effect; Seal and Notarization Not Required; Successors; Assignment Prohibited

**11.1** This Agreement binds, benefits and is enforceable by and against each Party and each Party's successors. A reference in this Agreement to a Party includes such Party's successors.

**11.2** This Agreement is effective, binding and enforceable without the seal of a corporate Party or the acknowledgment or notarization of a signature.

**11.3** I may not assign this Agreement or my rights or interests under this Agreement and any purported assignment thereof shall be null and void and shall constitute a substantial violation of this Agreement by me.

## 12. Merger

**12.1** All prior or contemporaneous statements, representations, promises, negotiations, discussions, projections, opinions, estimates, understanding and agreements of any kind whatsoever not set forth herein, whether oral or written, are merged in, and superseded by, this Agreement and have no effect unless they are expressly contained in this Agreement.

## 13. Changes and Waivers

**13.1** A Provision of this Agreement may be changed or waived only in writing signed by the Party to be charged.

**13.2** The failure to enforce or insist on strict performance of any Provision will not mean or infer that the Provision has been waived or that the right to enforce or insist thereafter on strict performance of that or any other Provision has been waived. A waiver of any

breach or violation of any Provision is not, and shall not be construed as, a waiver of any other or subsequent breach or violation thereof.

## 14. Broker

**14.1** I represent to you that I have not dealt with any broker, agent or salesperson (collectively, "**broker**") in connection with this Unit other than the broker (if any) identified on the signature page hereof.

**14.2** I agree that such broker (if any) is NOT entitled to receive from you, and you are NOT liable or obligated to pay to any such broker, any fee, commission or compensation in connection with this Agreement. I also agree that your obligations (if any) to any such broker is to be governed by a separate brokerage agreement if you elect (at your sole and absolute option and discretion) to enter into such agreement with the broker.

**14.3** I agree to indemnify and hold you harmless, and to promptly upon demand reimburse you, for all losses, damages, costs and expenses (including all reasonable litigation costs and expenses) you may pay or incur as a result of representation and agreements in this Provision "14".

## 15. Table of Contents and Captions; References; and Grammar

**15.1** The Table of Contents and captions used herein are for convenience only and do not control or affect the meaning or interpretation of any Provision.

**15.2** All references in this Agreement to a Provision, paragraph, clause or page refers to the Provisions, paragraphs, clauses and pages of this Agreement.

**15.3** The use of the singular includes the plural and the use of any gender or tense (past, present or future) includes any other gender or tense whenever required by the sense of this Agreement.

We evidence our agreement to be bound by the foregoing provisions of this Agreement by signing this Agreement below.

**PROSPECTIVE SELLER:**

**YORKVILLE TOWERS ASSOCIATES, LIMITED PARTNERSHIP**
By: Frederick DeMatteis Family Limited Partnership, General Partner
By: FDF Associates LLC, General Partner

By:_____
Name:
Title:

Dated:

**PROSPECTIVE PURCHASER:**

_____
Signature

_____
Print Name:

_____
Signature

_____
Print Name:

Dated:

**NO FEE, COMMISSION OR COMPENSATION IS EARNED, DUE OR PAYABLE TO THE UNDERSIGNED BROKER IN CONNECTION WITH THIS AGREEMENT:**

_____
Name of Broker

By:_____
Name:
Title:

Dated:

**Document Number 7 —**
**ESCROW AGREEMENT**

AGREEMENT made this 26th day of February, 2002, between Yorkville Towers Associates, Limited Partnership ("SPONSOR") as SPONSOR of the offering plan to the extent described below, and Herrick, Feinstein LLP ("ESCROW AGENT"), as ESCROW AGENT.

WHEREAS, SPONSOR is the sponsor of a condominium offering plan for the sale of Condominium Units in a condominium to be known as The Ruppert Yorkville Towers Condominium located at 1601-1619 and 1623-1641 Third Avenue, New York, New York (the "Premises") (such plan being called the "Plan"); and

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

WHEREAS, SPONSOR desires that ESCROW AGENT act as ESCROW AGENT for deposits by purchasers on account of the purchase price of units in such Condominium (collectively, "Units" and each a "Unit") under the Plan, together with all accrued interest thereon (collectively the "Deposits"), pursuant to the terms of this agreement.

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

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 SPONSOR and ESCROW AGENT hereby establish an escrow account with ESCROW AGENT for the purpose of holding deposits or payments made by purchasers on account of the purchase price of Units under the Plan. The escrow account has been opened with Metropolitan National Bank at its branch located at 2 Park Avenue, New York, New York.

1.2 The name of the account is "Herrick, Feinstein LLP as escrow agent under the Plan for The Ruppert Yorkville Towers Condominium."

1.3 Partners of the ESCROW AGENT are the sole signatories on such account (the "escrow account").

1.4 The sub-escrow account into which the Deposit, once cleared, shall be deposited shall be an interest-bearing account, provided, however, that Escrow Agent shall not be responsible for transferring the Deposit from the escrow account to the sub-escrow account, and the Deposit shall not earn interest, unless and until Escrow Agent receives a completed and signed Form W-9 (Request for Taxpayer Information) or W-8 (Certificate of Foreign Status), as the case may be, from Purchaser.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All Deposits received by ESCROW AGENT from each prospective purchaser of a Unit under the Plan, on account of the purchase price thereunder, prior to closing of such Unit, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser or subscriber to the order of "Herrick, Feinstein LLP as escrow agent under the Plan for The Ruppert Yorkville Towers Condominium." Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser promptly after receipt by ESCROW AGENT of such instrument following any attempts to deposit it; but, in any event, following such unsuccessful attempts to deposit it, ESCROW AGENT shall mail or otherwise send such instrument to such prospective purchaser within five business days of such receipt of such instrument by ESCROW AGENT. In the event of such return of such instrument, then such instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 For purposes of this Section 2.2, an unconditional tender and delivery of a Down Payment shall be deemed to have been made if a Down Payment is delivered together with a Purchase Agreement in the form agreed to by SPONSOR without any request for a change in such form or the terms of such Purchase Agreement (together with such other documents executed by the purchaser which are to accompany delivery of the Purchase Agreement in accordance with the Plan). Within 10 business days after unconditional tender and delivery to the Selling Agent of the Down Payment required to be submitted by a purchaser on account of the purchase of a unit under the Plan, together with the Purchase Agreement for the purchase of such unit, ESCROW AGENT shall notify such purchaser of the deposit of such funds in the bank indicated in the Plan, provide the account number of the escrow account, and disclose the initial interest rate. Subject to the provisions of the next sentence, if such purchaser does not receive notice of such deposit within fifteen (15) business days after unconditional tender and delivery to the Selling Agent of such Down Payment, then such purchaser may cancel the purchase and rescind such purchaser's Purchase Agreement so long as such right to rescind is exercised within ninety (90) days after such purchaser's unconditional tender and delivery of such Down Payment to the Selling Agent, if any, or such purchaser may apply to the Attorney General for relief. However, a purchaser shall not be entitled either to rescind such purchaser's Purchase Agreement or to receive a refund of such purchaser's Deposit where proof satisfactory to the Attorney General is submitted establishing that such Deposit was timely deposited and notice as provided above was timely mailed to such purchaser in accordance with all regulations of the Attorney General.

3. RELEASE OF FUNDS.

3.1 "Consummation of the Plan" shall mean the first closing of title for the sale of a Unit under the Plan and in accordance with its requirements.

3.2 ESCROW AGENT shall continue to hold a purchaser's Deposit in escrow until: (a) otherwise directed in one or more writings signed (whether on the same or

separate counterparts) by each of SPONSOR and such purchaser, or (b) otherwise directed in a determination of the Attorney General, pursuant to the dispute resolution procedures contained in the Attorney General's regulations, or (c) a judgment or order of a court of competent jurisdiction permits or requires the release of such Deposit, or (d) such Deposit is paid by ESCROW AGENT into a court of competent jurisdiction, or (e) such Deposit is paid to SPONSOR as provided below, or (f) such Deposit is paid to such purchaser as provided below.

3.3 SPONSOR shall not object to the release of the Deposit of any purchaser to such purchaser, provided such purchaser has not defaulted and has timely and validly rescinded such purchaser's Purchase Agreement in accordance with an offer of rescission contained in the Plan or an amendment to the Plan.

3.4 If there is no written agreement between SPONSOR and a purchaser to release the Deposit paid by such purchaser, ESCROW AGENT shall not pay such Deposit to SPONSOR until after 10 business days following the date that ESCROW AGENT has given such purchaser written notice that ESCROW AGENT intends to pay to SPONSOR such Deposit. Thereafter, such Deposit may be paid to SPONSOR unless such purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and ESCROW AGENT has received, within such 10 business day period, notice from such purchaser that such application has been made.

4. RECORD KEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the escrow account for seven years after release of the funds.

4.2 Upon the dissolution of a law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon his request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL RIGHTS AND OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the accounts called for in this Agreement under the direct supervision and control of ESCROW AGENT.

5.2 .A fiduciary relationship, pursuant to this Agreement, shall exist between ESCROW AGENT and purchasers who have paid Deposits which are held by ESCROW AGENT, and ESCROW AGENT acknowledges such fiduciary obligations.

5.3 ESCROW AGENT undertakes to perform only such duties as are expressly set forth herein. If there is any conflict or inconsistency between the provisions of this

Agreement and either the Plan or any Purchase Agreement (as defined in the Plan), the provisions of this Agreement shall be controlling.

5.4 If conflicting demands are made or notices are served upon ESCROW AGENT with respect to this Agreement, or if ESCROW AGENT shall hold a good faith belief that the rights of a claimant to any Deposit are not absolutely clear, the signatories hereto agree that ESCROW AGENT may refuse to comply with any such claim or demand and, except as hereinafter set forth in this Agreement, may withhold and stop all further proceedings in the performance of this Agreement so long as such disagreement shall continue. In so doing, ESCROW AGENT shall not be or become liable for damages or interest to any of the signatories hereto or to any other person for its failure to comply with such conflicting or adverse demands or notices. ESCROW AGENT may continue to so refrain and so refuse to act until (i) the rights of the adverse claimants have been finally adjudicated in a court having and assuming jurisdiction of the parties and/or the Deposit, as the case may be, or (ii) all differences, with respect to any Deposit, shall have been resolved by mutual agreement of SPONSOR and the purchaser who paid such Deposit, and ESCROW AGENT shall have been notified thereof in writing signed by both of said parties. In the alternative, ESCROW AGENT may, but shall not be obligated to, file a suit in interpleader for a declaratory judgment for the purpose of having the respective rights of the claimants adjudicated, and/or may deposit any Deposit with a court of competent jurisdiction, in which event SPONSOR agrees to pay all costs, expenses and attorneys' fees incurred by ESCROW AGENT in connection therewith. If ESCROW AGENT shall deposit any Deposit with such court, the ESCROW AGENT shall be fully released and discharged from any and all further duties and obligations hereunder with respect to such Deposit.

5.5 ESCROW AGENT shall not be responsible for any interest on any Deposit except for such as is actually received by ESCROW AGENT.

5.6 SPONSOR hereby agrees to indemnify ESCROW AGENT from, and to hold it harmless against, any loss, liability or expense (including, without limitation, attorneys' fees and expenses) incurred without gross negligence, willful default, or bad faith on the part of ESCROW AGENT, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the costs and expenses of defending itself against any claim or liability.

5.7 In any action or proceeding, ESCROW AGENT may represent SPONSOR, even if such action or proceeding relates to or involves any Deposit, at the same time as ESCROW AGENT is holding such Deposit pursuant to this Agreement.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver to ESCROW AGENT each Deposit on account of the sale of a unit under the Plan which has been received by SPONSOR or such agents prior to closing of the sale of such unit within one business day of receipt thereof. Sponsor also agrees to obtain or cause its agents to obtain a completed and signed Form W-9 (Request for

Taxpayer Information) or W-8 (Certificate of Foreign Status), as applicable, from each Purchaser and deliver same to ESCROW AGENT together with the Purchaser's Deposit.

6.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT's performance of its fiduciary duties and compliance with the Attorney General's regulations.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is canceled, by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor ESCROW AGENT; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign, which resignation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor ESCROW AGENT; or

(c) All Deposits held by ESCROW AGENT have been paid by ESCROW AGENT from the escrow account as provided in this Agreement.

ESCROW AGENT shall not be responsible for any delay between either i) any such cancellation by SPONSOR of the designation of ESCROW AGENT or ii) the resignation of ESCROW AGENT, and, in either such case, the date on which an amendment to the Plan appointing a successor ESCROW AGENT has been filed by the Department of Law and notice thereof has been given to ESCROW AGENT. Once any such cancellation of the designation of ESCROW AGENT has been given to ESCROW AGENT, or once ESCROW AGENT has given to SPONSOR notice of resignation as ESCROW AGENT, then in either case ESCROW AGENT shall not be obligated to accept thereafter any new Deposits in the escrow account.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1(a) or (b) above, ESCROW AGENT shall deliver any and all Deposits held by it in escrow to the new successor ESCROW AGENT set forth in such amendment to the Plan, provided ESCROW AGENT has received a copy of such amendment.

8. SUCCESSORS AND ASSIGNS.

8.1 This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their successors and assigns.

9. GOVERNING LAW.

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

10. ESCROW AGENT'S COMPENSATION.

10.1 SPONSOR agrees that ESCROW AGENT's compensation shall not be paid from the Deposits nor from any interest accruing thereon (unless and to the extent SPONSOR is entitled to be paid such Deposits pursuant to this Agreement) and that compensation to ESCROW AGENT, if any, shall not be deducted from the Deposits (unless and to the extent SPONSOR is entitled to be paid such Deposits pursuant to this Agreement) by any financial institution under any circumstance. SPONSOR shall reimburse to ESCROW AGENT any fees or charges incurred in connection with the establishment and maintenance of the escrow account.

11. SEVERABILITY.

11.1 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.

12. ENTIRE AGREEMENT.

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

13. NOTICE.

13.1 All notices and communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or sent by regular, certified or registered mail, with or without return receipt requested, postage prepaid, addressed as follows:

To SPONSOR: Yorkville Towers Associates, Limited Partnership
c/o R.Y. Management Co., Inc.
1619 Third Avenue
New York, New York 10128

To ESCROW AGENT: Herrick, Feinstein LLP
2 Park Avenue
New York, NY 10016
Attn: Leonard Grunstein, Esq.

or at such other address as any of the above may have furnished, as the address of such party, to the other parties in a notice given in accordance with the provisions of this Section. All notices sent in accordance with this Section shall be deemed given upon personal delivery or five days after the date of mailing, as the case may be.

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

ESCROW AGENT:

HERRICK, FEINSTEIN LLP

By: _____
Leonard Granstein, Member

SPONSOR:

YORKVILLE TOWERS ASSOCIATES, LIMITED PARTNERSHIP
By: Frederick DeMatteis Family Limited Partnership, General Partner
By: FDF Associates LLC, General Partner

By: _____
Name: Robert Vaccarello
Title: Manager

## Document Number 8 —
## UNIT OWNER'S POWER OF ATTORNEY

### The Ruppert Yorkville Towers Condominium

All terms used in this Unit Owner's Power of Attorney that are used (a) in the declaration (the **"Declaration"**) establishing a plan for condominium ownership of the premises known as and by the street number 1601/1619 Third Avenue and 1623/1641 Third Avenue, New York, New York (the **"Property"**) under Article 9-B of the Real Property Law of the State of New York, dated _____, 200_, and recorded in the Office of the Register of the City of New York, County of New York, on _____, 200_, in Reel _____, Page ____, or (b) in the by-laws of the Condominium (the **"By-Laws"**) attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned _____ , (having an office) (residing)** at _____, the owner of the Residential Condominium Unit (the **"Undersigned's Unit"**) known as Unit No. ___ at the street address _____ Third Avenue, New York, New York in The Ruppert Yorkville Towers Condominium (the "**Condominium**"), known by the street address as 1601/1619 Third Avenue and 1623/1641 Third Avenue, New York, New York and consisting of the real property and improvements thereon as more particularly described on Schedule A annexed hereto and made a part hereof, such Unit being also designated as Tax Lot __ in Block ____ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, (does)(do)* hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owners' respective Common Interests, subject to the provisions of the By-Laws then in effect, (1)(a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner so desiring to sell, convey, transfer, assign or lease, (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender such Unit pursuant to the terms of Article V, Section 7 of the By-Laws, and (c) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and, with respect to any transfer pursuant to the terms of subdivision (1)(a) or (1)(c) of this paragraph at such price or at such rental, as the case may be, as such attorneys-in-fact deem proper, and thereafter to convey, sell, lease, mortgage or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, on such terms as such attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in such premises which the undersigned could do if the undersigned were personally present, and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance,

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**Delete inapplicable parenthetical(s).

regulation, zoning resolution or requirement of the New York City Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other Governmental Authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Property (including, without limitation, the Common Elements), that the Condominium Board deems necessary or appropriate.

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

The undersigned (does)(do)** hereby irrevocably nominate, constitute and appoint Yorkville Towers Associates, Limited Partnership (the "Sponsor"), each Sponsor Successor and each Commercial Unit Owner, as the undersigned's true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with full power of substitution, acting severally, to:

(A) to execute, acknowledge and deliver any application, declaration, document or other instrument affecting the Condominium that Declarant deems necessary or appropriate to comply with any law, zoning resolution, or requirement of the Department of Buildings, or any other Governmental Authority applicable to the rehabilitation, maintenance, demolition, alteration, restoration, or repair of the Property or any part thereof; and

(B) amend from time to time the Declaration, By-Laws and the Rules and Regulations of the Condominium, or any of such documents, when such amendment (i) shall be required to reflect any changes in the Commercial Units or the Unsold Residential Units and/or the reapportionment of the Common Interests of the affected Commercial Units or Unsold Residential Units resulting therefrom, as the case may be, made by Sponsor, any Sponsor Successor or any Commercial Unit Owner in accordance with the Declaration and By-laws (including without limitation under Sections 9 and 11 of the Declaration), (ii) shall, under the terms of the Declaration and/or By-laws, be permitted to be filed by Sponsor, a Sponsor Successor or a Commercial Unit Owner without the consent of the undersigned or that of the Condominium Board or (iii) will be required by (A) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (B) any governmental agency having regulatory jurisdiction over the Condominium, or (C) any title insurance company selected by Sponsor to insure title to any Unit; provided, however, that any amendment made pursuant to the terms of subdivisions (i) , (ii) or (iii) of this paragraph will not (x) change the Common Interest of the undersigned's Unit, (y) require a material, physical modification to the undersigned's Unit, or (z) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivisions (x) or (y) of

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**Delete inapplicable parenthetical(s).

this paragraph) or the holder of such mortgage (in the event described in (z) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph will remain in full force and effect until (1) in the case of powers granted to Sponsor or a Sponsor Successor, the later of (i) such time as no Sponsor or Sponsor Successor owns any Units in the Condominium and (ii) there shall cease to be any Unsold Residential Units in the Condominium and (2) in the case of powers granted to a Commercial Unit Owner, there shall cease to be any Commercial Units in the Condominium.

IN WITNESS WHEREOF, the undersigned (has) (have)* executed this Unit Owner's Power of Attorney as of the __ day _____, 200_.

_____

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

On the _____ day of _____ in the year 200_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE "A"

**PARCEL 1**

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

BEGINNING at the corner formed by the intersection of the easterly line of Third Avenue with the northerly line of East 90th Street, as these streets are now laid out;

RUNNING THENCE northerly along said easterly line of Third Avenue, a distance of 201 feet 5 inches to a point on the southerly line of East 91st Street;

THENCE easterly along said southerly line of East 91st Street, a distance of 394 feet and no inches to a point;

THENCE southerly along a line parallel to said easterly line of Third Avenue, a distance of 201 feet and 5 inches to a point on said northerly line of East 90th Street;

THENCE westerly along said northerly line of East 90th Street, a distance of 394 feet and no inches to the point or place of BEGINNING, be the aforesaid courses and distances, more or less.

**PARCEL 2**

ALL those plots, piece or parcel of real property, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of East 91st Street, 244 feet and no inches west of the intersection formed by the said northerly line of East 91st Street with the westerly line of Second Avenue, as these streets are now laid out;

RUNNING THENCE westerly along said northerly line of East 91st Street, a distance of 366 feet and no inches to a point on the easterly line of Third Avenue;

RUNNING THENCE northerly along said easterly line of Third Avenue, a distance of 201 feet 5 inches to a point on the southerly line of East 92nd Street;

RUNNING THENCE easterly along said southerly line of East 92nd Street, a distance of 366 feet and no inches to a point;

THENCE RUNNING southerly along a line parallel to said easterly line of Third Avenue, a distance of 201 feet and 5 inches to the point or place of BEGINNING, by the aforesaid courses and distances more of less.

**Document Number 9 —**
**FORM OF UNIT DEED**

THIS INDENTURE, made the _____ day of _____, 200_, between Yorkville Towers Associates, Limited Partnership, a New York limited partnership, having offices c/o R.Y. Management Co., Inc., 1619 Third Avenue, New York, New York 10128 ("Grantor"), and _____, a _____, with offices/ residing at _____, New York ("Grantee").

W I T N E S S E T H

That the Grantor, in consideration of Ten Dollars ($10.00) and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Unit known as Unit _____ (the "Unit") at the street address _____ Third Avenue, New York, New York in the condominium known as The Ruppert Yorkville Towers Condominium ("Condominium") in the buildings known as and by the street numbers 1601-1619 and 1623-1641 Third Avenue, New York, New York (collectively, "Building"), and designated and described as such in the Declaration ("Declaration") establishing a plan for condominium ownership of the Building and the parcel of land on which it is situated (such land and the Building being collectively referred to as "Property"), made by the Grantor under Article 9-B of the Real Property Law of the State of New York, dated _____, 200_, and recorded in the Office of the Register of the City of New York, New York County on the ____ day of _____, 200_ in Reel _____, Page _____ and designated as Tax Lot No. _____ in Block ____ on the Tax Map of the City of New York for the Borough of Manhattan and on the floor plans of the Building ("Floor Plans"), certified by _____, on the ____ day of _____, 200_, and filed in the Office of the City Register, New York County, on the _____ day of _____, 200_.

The Property is described as follows:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City, and State of New York, bounded and described as follows:

**PARCEL 1**

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

BEGINNING at the corner formed by the intersection of the easterly line of Third Avenue with the northerly line of East 90th Street, as these streets are now laid out;

RUNNING THENCE northerly along said easterly line of Third Avenue, a distance of 201 feet 5 inches to a point on the southerly line of East 91st Street;

THENCE easterly along said southerly line of East 91st Street, a distance of 394 feet and no inches to a point;

THENCE southerly along a line parallel to said easterly line of Third Avenue, a distance of 201 feet and 5 inches to a point on said northerly line of East 90th Street;

THENCE westerly along said northerly line of East 90th Street, a distance of 394 feet and no inches to the point or place of BEGINNING, be the aforesaid courses and distances, more or less.

**PARCEL 2**

ALL those plots, piece or parcel of real property, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of East 91st Street, 244 feet and no inches west of the intersection formed by the said northerly line of East 91st Street with the westerly line of Second Avenue, as these streets are now laid out;

RUNNING THENCE westerly along said northerly line of East 91st Street, a distance of 366 feet and no inches to a point on the easterly line of Third Avenue;

RUNNING THENCE northerly along said easterly line of Third Avenue, a distance of 201 feet 5 inches to a point on the southerly line of East 92nd Street;

RUNNING THENCE easterly along said southerly line of East 92nd Street, a distance of 366 feet and no inches to a point;

THENCE RUNNING southerly along a line parallel to said easterly line of Third Avenue, a distance of 201 feet and 5 inches to the point or place of BEGINNING, by the aforesaid courses and distances more of less;

TOGETHER with % interest in the Common Elements;

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with and subject to the rights, obligations, easements, restrictions and other provisions of the Declaration and of the By-Laws of the Condominium (including but not limited to the Rules and Regulations thereunder) as such Declaration and By Laws may be amended from time to time by instruments recorded in the Office of the Register

of the City of New York, New York County, all of which rights, obligations, easements, restrictions and other provisions, shall constitute covenants running with the land and shall bind any and all persons having at any time any interest or estate in the Unit, as though recited and stipulated at length herein; and subject to any other matters of record as of the date hereof;

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

Grantee by accepting delivery of this deed covenants and agrees to be bound by and to comply with the provisions of the Declaration and the By-Laws of the Condominium (including but not limited to the Rules and Regulations thereunder) recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the Office of the Register of the City of New York, New York County.

*(Delete if inapplicable)* If the Unit is a Residential Unit (as defined in the Declaration) then such Unit shall be used solely for dwelling purposes and such "home occupation" use under the Zoning Resolution of the City of New York as may be permitted by law.

*(Delete if inapplicable)*If the Unit is a Commercial Unit (as defined in the Declaration) then such Unit may be used for any lawful purpose except that the Unit may not be used for (i) the sale or display of pornographic photographs, magazines, movies or videotapes or as a so-called rubber goods shop or (ii) any nude or semi-nude live performances or nude modeling or as a sex club or massage parlor.

The Grantor covenants that the Grantor has not done or suffered anything to be done whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the Condominium By-Laws (and any Rules and Regulations adopted under the Condominium By-Laws). This covenant is for the personal benefit of the Grantee only and cannot be assigned to or exercised by, and shall not inure to the benefit of, any other person or entity, including, but not limited to, any insurer of the Grantee's title or any successor to the Grantee's interest.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, 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 purpose.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of the deed so requires.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

WITNESS

GRANTOR:

_____

_____

By:_____
Name:
Its:

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

On the _____ day of _____ in the year 200_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

**Document Number 10**

**DECLARATION AND BY-LAWS OF THE RUPPERT YORKVILLE TOWERS CONDOMINIUM**

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# DECLARATION
# ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF THE PREMISES KNOWN AS AND BY THE STREET NUMBERS 1601/1619 THIRD AVENUE AND 1623/1641 THIRD AVENUE NEW YORK, NEW YORK 10128

Pursuant to Article 9-B
of the Real Property Law of the State of New York

Name: **THE RUPPERT YORKVILLE TOWERS CONDOMINIUM**

Declarant: **YORKVILLE HOUSING CO. INC**
**and**
**YORKVILLE TOWERS ASSOCIATES, LIMITED PARTNERSHIP**

Date of Declaration , 200_

The land affected by the within instrument lies in Section 1, Block 1536, Lot 1 and Section 1, Block 1537, Lot 1 on the Tax Map of the Borough of Manhattan, City of New York.

**HERRICK, FEINSTEIN LLP**
**Attorneys for Declarant**
**2 Park Avenue**
**New York, New York 10016**
**Attention: Leonard Grunstein, Esq.**

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# DECLARATION OF THE RUPPERT YORKVILLE TOWERS CONDOMINIUM

**(Pursuant to Article 9-B of the Real Property Law of the State of New York)**

YORKVILLE HOUSING CO. INC., a New York corporation, having an office at__ _____ (herein referred to as the "Record Owner") and YORKVILLE TOWERS ASSOCIATES, LIMITED PARTNERSHIP (herein referred to as the "Beneficial Owner"), do hereby declare as follows:

1. Submission of the Property.

Record Owner and Beneficial Owner (collectively, the "Declarant") hereby submit the Land (hereinafter defined) and Building (hereinafter defined) and all other property, real, personal or mixed, intended for use in connection therewith (collectively the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), and pursuant thereto do hereby establish a condominium to be known as "THE RUPPERT YORKVILLE TOWERS CONDOMINIUM" (sometimes herein referred to as the "Condominium"). This instrument is sometimes referred to herein as this "Declaration" or the "Declaration."

2. The Land.

The Property consists, in part, of all that certain tract, plot, piece and parcel of land situate, lying and being in the County, City and State of New York, more particularly described in Schedule A annexed hereto and made a part hereof, together with all easements, rights, privileges and hereditaments appurtenant thereto (collectively sometimes herein referred to as the "Land"). The Land is owned by the Record Owner in fee simple. The Land consists of two non-contiguous parcels separated by 91st Street, one located between 90th Street and 91st Street (formerly known as Block 1536, Lot 1), hereinafter referred to as the "Ruppert Towers Parcel," and the other located between 91st Street and 92nd Street (formerly known as Block 1537, Lot 1), hereinafter referred to as the "Yorkville Towers Parcel." Record Owner is the owner in fee simple of the Property. Beneficial Owner is the owner of all of the issued and outstanding shares of capital stock of Record Owner and is the beneficial owner of the Property. Accordingly, Beneficial Owner, acting alone, shall have the right to exercise all of the rights, title, privileges and prerogatives of Record Owner and Declarant under this Declaration and the By-laws (as defined below), all of which rights, title, privileges and prerogatives shall inure to the benefit of Record Owner.

3. The Building.

Included in the Property are two buildings, one located on the Ruppert Towers Parcel ( the "Ruppert Towers Building"), and one located on the Yorkville Towers Parcel (the "Yorkville Towers Building"). Both buildings (collectively, the "Building") are constructed of reinforced concrete on masonry foundation walls with brick exterior walls.

The floors in the Ruppert Towers Building are listed, from bottom to top, as follows: Lower Sub-Cellar (Level C) ("Ruppert Level C") , Upper Sub-Cellar (Level B) ("Ruppert Level B"), Basement (Level A) ("Ruppert Level A"), Lobby Level (Level L) ("Ruppert Level L") and Floors 1 through 29 in the east wing of the building and Floors 1 through 34 in the west wing of the building. The floors in the Yorkville Towers Building are listed, from bottom to top, as follows: Lowest Sub-Cellar (Level D) ("Yorkville Level D") , Lower Sub-Cellar (Level C) ("Yorkville Level C"), Upper Sub-Cellar (Level B) ("Yorkville Level B"), Basement (Level A) ("Yorkville Level A"), Lobby Level (Level L) ("Yorkville Level L") and Floors 1 through 37 in the east wing and Floors 1 through 42 in the west wing of the building.

The Building consists of a commercial unit (the "Commercial Unit"), 1258 residential units (collectively, the "Residential Units" and, individually, a "Residential Unit") and 172 storage units (collectively, the "Storage Units" and, individually, a "Storage Unit"). The Commercial Unit(s), the Residential Units and the Storage Units are sometimes hereinafter collectively referred to as the "Units" and individually as a "Unit." The Residential Units together with the Storage Units and the Residential Limited Common Elements (as hereinafter defined) are collectively referred to herein as the "Residential Section." The Commercial Units together with the Commercial Limited Common Elements and any Individual Commercial Limited Common Elements are collectively referred to herein as the "Commercial Section." The owner of a Residential Unit or a Storage Unit is herein called a "Residential Unit Owner" and all owners of the Residential Units and Storage Units are herein collectively called the "Residential Unit Owners." Storage Units may only be owned by the owner of a Residential Unit or by Declarant, a Sponsor Successor (as defined in the By-laws) or a successor or assignee of Declarant or a Sponsor Successor. The owner of a Commercial Unit at any time is herein called a "Commercial Unit Owner" and if there shall be more than one Commercial Unit, all of the owners of the Commercial Units are herein collectively called the "Commercial Unit Owners" and, individually, a "Commercial Unit Owner." The Residential Unit Owners and the Commercial Unit Owners are collectively referred to herein as the "Unit Owners" and individually as a "Unit Owner".

The Commercial Unit, which is subject to permitted subdivision into more than one unit, in accordance with Section 9 hereof (such Unit as same may be subdivided, the "Commercial Units"), comprises portions of Ruppert Level C, Ruppert Level B, Ruppert Level A, Ruppert Level L, Ruppert Level 2 and Ruppert Level 3 of the Ruppert Towers Building and Yorkville Level D, Yorkville Level C, Yorkville Level B, Yorkville Level A, Yorkville Level L, Yorkville Level 2 and Yorkville Level 3 of the Yorkville Towers Building and such additional space in such buildings or at the Property which are a part of the Commercial Unit(s) as may be set forth in this Declaration or as identified as such in the Floor Plans (hereinafter defined). References herein to "Commercial Units" at such times as there may be only one such Unit shall be deemed to refer to the Commercial Unit.

The Storage Units are located on certain floors of the Building on which there are located Residential Units, as more particularly set forth in the Floor Plans.

4. The Units.

Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each unit of the Condominium necessary for the proper identification thereof: unit designation, tax lot number, approximate square foot area, Common Elements (hereinafter defined) to which the unit has immediate access and percentage interest of each unit in the Common Elements (sometimes herein referred to as the "Common Interest"). The location of each unit is shown on the floor plans of the Building certified by Giannasca Gallo Architects, P.C. and intended to be filed in the office of the Register of the City of New York in New York County contemporaneously with the recording of the Declaration (herein referred to as the "Floor Plans").

Each Unit includes, and each Unit Owner will be responsible for, the doors and windows opening from the Unit, flooring, wallcoverings, cabinets including, without limitation, kitchen and bathroom cabinetry, countertops, interior walls and partitions installed by the Unit Owner, smoke detectors, all plumbing, gas and heating fixtures and equipment such as refrigerators, dishwashers, heating, ventilating and air conditioning ("HVAC") units (including the fans inside the units), heating equipment, ranges and other appliances, as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliance and equipment to which they are attached and any special pipes or equipment which a Unit Owner may install within a wall or ceiling or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Unit shall also include (i) all lighting and electrical fixtures and appliances within the Unit and (ii) any special equipment, fixtures or Facilities (as hereinafter defined) affixed, attached or appurtenant to the Unit, to the extent located within a Unit and serving or benefitting only that Unit. Each Commercial Unit will include, without limitation, (1) all related Facilities located within the Commercial Unit exclusively serving the Commercial Unit and (2) where any portion of a Commercial Unit includes more than one story in height, any mezzanine levels within such space.

The Units were measured: (1) vertically from the top of the concrete slab below the Unit to the bottom of the concrete slab above the Unit; and (2) horizontally by (a) the exterior face of the brickwork constituting the exterior walls of the Building bounding the Unit, (b) the exterior face of interior walls and partitions separating the Unit from Common Elements and (c) the center line of walls separating the Unit from other Units. References in this paragraph to the exterior face are from the perspective of a person standing within the Unit.

Each of the Units is subject to such encroachments as are described in Section 10 of this Declaration.

5. Common Elements.

(a) The common elements of the Condominium (the "Common Elements") consist of the General Common Elements and the Limited Common Elements (as hereinafter

defined). The General Common Elements include, but are not limited to, the Land and all parts of the Building and improvements thereon other than the Units and the Limited Common Elements and include those rooms, areas, corridors, spaces and other parts of the Building and improvements therein for the common use of all Units and all Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property. The Limited Common Elements of the Condominium consist of those Common Elements that serve or benefit exclusively (a) the Residential Units, the Storage Units or the Residential Unit Owners (in which event they are called "Residential Limited Common Elements"), (b) the Commercial Units or the Commercial Unit Owners (in which event they are called "Commercial Limited Common Elements") and (c) from and after any subdivision of the Commercial Unit into more than one Unit, those Commercial Limited Common Elements which serve one or more but not all of the Commercial Units or the Commercial Unit Owners (in which event they shall be referred to herein as "Individual Commercial Limited Common Elements"). The General Common Elements are for the common use of all Unit Owners. The Residential Limited Common Elements are restricted for use only by Residential Unit Owners and their tenants, guests and invitees only, subject to certain easements and other rights in favor of Declarant, its designees, the Commercial Unit Owners and the Condominium Board as set forth this Declaration and the By-laws, including, without limitation, Sections 9 and 11 of this Declaration. The Commercial Limited Common Elements are restricted for use only by Commercial Unit Owners, their tenants and the guests and invitees of such owners and tenants, subject to such easements and other rights in favor of the Residential Unit Owners and the Condominium Board as may be expressly set forth in this Declaration and the By-laws, including, without limitation, Section 11 of this Declaration.

(b) As used in this Declaration, 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 purposes of illustrating the broad scope of that term: system, equipment, apparatus, convertor, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump control, tank or tank assembly, insulation, induction unit, 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, canopy, incinerator, closet, door, railing, coping, step, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

(c) The General Common Elements consist of the following (even if within the dimensions of a Unit):

(i) The Land.

(ii) Any and all of the following: all foundations, footings, columns, girders, floor slabs and ceilings, beams and supports, columns and interior load bearing walls,

together with those portions of the exterior walls of the Building beyond the Unit side of the glass or concealed block work or concealed structural members of those walls.

(iii) to the extent not located within or specifically made a part of a Unit or a Limited Common Element, the roofs (other than the Residential Terraces), staircases (and their landings and stairs), hallways and corridors of the Building.

(iv) the outdoor plaza located at the northwest portion of the Ruppert Towers Building in the vicinity of the storefronts at such building (the "Ruppert Common Plaza") and the outdoor plaza located at the southwest portion of the Yorkville Towers Building in the vicinity of the storefronts at such building (the "Yorkville Common Plaza" and, together with the Ruppert Common Plaza, the "Common Plazas")), in each case, exclusive of the Residential Plazas.

(v) the outdoor planter areas throughout the Property, which are designated on the Floor Plans as General Common Elements, except for planters within (or surrounded by) the Residential Terraces, as designated on the Floor Plans as Residential Limited Common Elements.

(vi) the service court areas adjacent to the Outdoor Parking Areas (as hereinafter defined), which are designated as General Common Elements on the Floor Plans (the "Service Court Areas"), including, without limitation, to the extent located on the Property, the Vehicular Gates.

(vii) the loading docks.

(viii) the area within or in the general vicinity of the loading docks and lying beneath the outdoor trash or refuse containers and recycling containers, but excluding the Refuse Disposal Equipment.

(ix) electric meters, gas meters, water meters, electric panels, electric closets (excluding those serving only the Residential Section or only the Commercial Section (but not both)), and electric, gas and water feeders and risers, the water tower(s), the sprinkler system and other electric, gas and water Facilities.

(x) the rooms and Facilities located as follows: (1) the cooling towers and cooling tower rooms located on Ruppert Level C and Ruppert Level B of the Ruppert Towers Building and on Yorkville Level C and Yorkville Level B of the Yorkville Towers Building (exclusive of any cooling towers located within a Unit) and (2) any water towers located on the roof(s) of the Building and related Facilities.

(xi) Any other Facilities in the Building which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of both the Commercial Section (or portions thereof) and the Residential Section (or portions thereof) and are not a part of any Unit or any Limited Common Element.

(xii) all Units which may hereafter be acquired and held by the Condominium Board on behalf of all Unit Owners, but only while so held.

(d) The Residential Limited Common Elements consist of the following:

(i) the lobbies on Ruppert Level L of the Ruppert Towers Building and Yorkville Level L of the Yorkville Towers Building, as more particularly identified as Residential Limited Common Elements on the Floor Plans, including, without limitation, the concierge stations therein and the adjoining elevator lobbies serving the Residential Elevators, but excluding any lobbies within the Commercial Unit(s) or the Commercial Section (such lobbies, with such exclusion, collectively, the "Main Lobbies" and, with respect to the Ruppert Towers Building or the Yorkville Towers Building, as the case may be, a "Main Lobby").

(ii) the outdoor plazas, playgrounds and sitting areas located in southeast portion of the Ruppert Towers Parcel and in the northeast portion of the Yorkville Towers Parcel (in each case, excluding the outdoor plazas adjacent to the storefronts at the Building located in the northwest portion of the Ruppert Towers Parcel and the southwest portion of the Yorkville Towers Parcel), as more particularly identified as Residential Limited Common Elements on the Floor Plans (collectively, the "Residential Plazas").

(iii) the terraces (the "Residential Terraces") located, respectively, (i) above the approximately two to three story section of the Ruppert Towers Building located in the northwest section of the Ruppert Towers Parcel and (ii) above the approximately two to three story section of the Yorkville Towers Building located in the southwest section of the Yorkville Towers Parcel.

(iv) service and passenger elevators in the Building which are designated on the Floor Plans as Residential Limited Common Elements (exclusive of the two Commercial Elevators) and their respective shafts and elevator pits, elevator machine rooms and related Facilities (collectively, the "Residential Elevators" and, individually, a "Residential Elevator").

(v) Kitchen, bathroom exhaust ducts, corridor and Residential Unit supply air ducts and all other Facilities in the floor and ceilings serving or benefitting exclusively the Residential Section.

(vi) the pram room or bicycle room located in the west wing of Ruppert Level L of the Ruppert Towers Building and the pram room or bicycle room located in the west wing of the Yorkville Towers Building.

(vii) The rooms and Facilities located as follows: (1) residential compactor rooms located on Ruppert Level A and Yorkville Level A and the chutes serving same and (2) residential mailboxes located on Rupert Level L and Yorkville Level L.

(viii) all windows in the Residential Section other than windows which are part of a Residential Unit.

(ix) the outdoor trash or refuse containers and recycling containers, servicing generally the Residential Section, located from time to time within or in the general vicinity

of the loading docks at the Building (but excluding the land underneath such containers) and all equipment ancillary thereto whether or not located in such vicinity, including, without limitation, compactor equipment and equipment for disposal or removal from the Property of the trash, refuse and/or recyclable materials deposited in such containers (collectively, the "Refuse Disposal Equipment").

(x) electric closets serving only the Residential Section.

(xi) all passages, hallways and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which are not Residential Units, Storage Units or part of the Commercial Units, Commercial Limited Common Elements, Individual Commercial Limited Common Elements or General Common Elements.

(xii) All other Facilities exclusively serving the Residential Section, excluding the Residential Units, the Storage Units, the Commercial Units, the Commercial Limited Common Elements, any Individual Commercial Limited Common Elements and the General Common Elements and which are necessary or convenient for the existence, maintenance, operation or safety of the Residential Section.

(e) The Commercial Limited Common Elements consist of the following:

(i) ductwork, including exhaust ducts, corridor and Commercial Unit supply air ducts and all other HVAC and electric and similar Facilities serving or benefitting exclusively the Commercial Section.

(iii) all windows in the Commercial Section other than windows which are part of a Commercial Unit.

(iv) two service and/or passenger elevators in the Building (one in each of the Ruppert Towers Building and the Yorkville Towers Building), designated on the Floor Plans as Commercial Limited Common Elements, and their respective shafts and elevator pits, elevator machine rooms and related Facilities (collectively, the "Commercial Elevators" and, individually, a "Commercial Elevator").

(v) the outdoor parking area (the "Ruppert Outdoor Parking Area") located on the east side of the Ruppert Towers Parcel, which is designated on the Floor Plans as Commercial Limited Common Elements, access to which is controlled by a gate near the southeast corner of the Ruppert Towers Parcel (the "Ruppert Vehicular Gate"), such outdoor parking area excluding (1) the service court area adjacent thereto and (2) the Ruppert Vehicular Gate, both of which are specifically designated on the Floor Plans as General Common Elements.

(vi) the outdoor parking area (the "Yorkville Outdoor Parking Area"; and, together with the Ruppert Outdoor Parking Area, collectively, the "Outdoor Parking Areas")) located on the east side of the Yorkville Towers Parcel, which is designated on the Floor Plans as Commercial Limited Common Elements, access to which is controlled by a gate (the "Yorkville Vehicular Gate" and, together with the Ruppert Vehicular Gate, collectively, the "Vehicular Gates") located on the boundary of the northeast corner of the

Yorkville Towers Parcel and premises adjoining on the east (the "Knickerbocker Property"), which gate controls access to a driveway shared by the Yorkville Towers Parcel and the Knickerbocker Property (the "Yorkville Knickerbocker Driveway"), such outdoor parking area excluding (1) the service court area adjacent thereto and (2) the Yorkville Vehicular Gate (or the portion thereof located on the Yorkville Towers Parcel), both of which are specifically designated on the Floor Plans as General Common Elements.

(vii) electric closets serving only the Commercial Section.

(viii) all passages, hallways and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which are not Commercial Units, the Residential Units, the Storage Units, the Residential Limited Common Elements or the General Common Elements.

(ix) All remaining Facilities exclusively serving the Commercial Section, excluding the Commercial Units, the Residential Units, the Storage Units, the Residential Limited Common Elements and the General Common Elements, which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Commercial Section.

Notwithstanding anything to the contrary in this Declaration, if a Commercial Limited Common Element benefits only certain Commercial Unit Owners and not Commercial Unit Owners (that is, it is an Individual Commercial Limited Common Element), then the Commercial Unit Owners' costs of alteration, addition, repair, replacement and restoration thereof shall, to the extent they are the obligation of the Commercial Unit Owners as provided herein or in the By-Laws (excluding, for example, the costs of repairs and replacements arising out or in connection with a casualty or condemnation) shall be borne solely by those Commercial Unit Owners who benefit from such Commercial Limited Common Element in the proportion that the Common Interest of each benefitting Commercial Unit Owner bears to the Common Interest of all benefitting Commercial Unit Owners. In addition, except as otherwise may be provided in the By-laws, such Commercial Unit Owners shall be responsible for the normal operation, maintenance and repair, including, but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Commercial Limited Common Element at their sole cost and expense.

6. Determination of Common Interest in the Common Elements.

The Common Interest of each Unit in the Common Elements is set forth in Schedule B and has been determined by the Declarant in accordance with Real Property Law Section 339-i. subdivision 1., subparagraph (iv), based upon floor space, subject to the location of such space and additional factors of relative value of such space to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the Unit.

7. Use of the Building and Units.

The Building is presently used or will be used as a class A multiple dwelling, with commercial space located within the Commercial Units and Commercial Limited Common Elements, as described above.

The Residential Units may be used solely for dwelling purposes and such "home occupation" use under the Zoning Resolution of the City of New York as may be permitted by law.

The Commercial Units may be used for any lawful purpose permitted under the Zoning Resolution of the City of New York and other applicable law except that the Commercial Units may not be used for (i) the sale or display of pornographic photographs, magazines, movies or videotapes or as a so-called rubber goods shop or (ii) any nude or semi-nude live performances or nude modeling or as a sex club or massage parlor.

The Storage Units may only be used for storage of possessions of the owners of such units or their respective tenants, subject to such rules, regulations and restrictions as the Condominium Board may adopt pertaining to such storage (including, without limitation, restrictions as to what may be stored and restrictions designed to insure the health and safety of the residents and occupants of the Building.

The Declarant and its designees shall have the right to maintain a general office or sales office in any Unit owned by any of them and to use any Unit owned by any of them as a model and for other promotional purposes in connection with the sale or lease of Units in the Condominium.

8. Person to Receive Service.

The Secretary of State of the State of New York is designated as agent of the board of managers of the Condominium (the "Condominium Board" or the "Board") upon whom process against it may be served at the Office of the New York State Department of State in the manner provided by applicable law. The Condominium Board shall file with the Secretary of State the name and post office address of the Condominium for purposes of receiving copies of any process served against the Condominium Board.

9. Right to Alter, Combine, Subdivide or Realign Units.

Notwithstanding any other provision of the Declaration or By-Laws (hereinafter defined), Declarant, its designees and each Commercial Unit Owner (to the extent applicable to such Commercial Unit Owner's Unit(s), as the case may be), shall have the right, without the consent of any of the other Unit Owners, or the Condominium Board or the mortgagee of any Unit, from time to time, to (a) decorate or make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unit(s) (Commercial Units, Residential Units and Storage Units, as the case may be) and, in the case of a Commercial Unit Owner, the Commercial Limited Common Elements and any Individual Commercial Limited Common Elements, (b) change its Unit(s) or any part thereof by changing the layout, number of

rooms, or size or number of such Unit(s), by subdividing one or more Units into any desired number of condominium units; (c) create and designate a Limited Common Element for the exclusive use of newly created Units; (d) convert space or constituents of its Unit(s) into a newly designated Limited Common Element and/or convert and designate a Limited Common Element as a part of the newly created Unit(s); (e) combine Units with the consent only of the owners of such Units to be combined; (f) reapportion among any newly created condominium unit(s) resulting from any subdivision (or combination) as provided above, the Common Interest appurtenant to the Units; (g) in the case of a Commercial Unit, construct, install, maintain, repair, replace or alter a storefront or building facade adjacent to such Commercial Unit; (h) dedicate any or all utility, sewer, telecommunications or cable television and drainage easements in any portion of the Property to any governmental body, public benefit corporation, telecommunications or cable television company or utility company if such Commercial Unit Owner, Declarant or designee of Declarant shall deem it necessary or desirable for the proper operation and maintenance of its Units or (as to Declarant) the Property, (i) amend the certificate(s) of occupancy of the Building and/or obtain one or more new certificates of occupancy therefor in connection with the exercise of any of its rights under this Section 9, including, without limitation, to reflect the combining or subdividing of Units and (j) in the case of a Commercial Unit or Commercial Section space, apply for and obtain from time to time, at the expense of the owner(s) thereof, and whether in the name of such owner(s), in the name of the Condominium Board or otherwise, (1) one or more zoning variances as pertaining to the use or occupancy of such Commercial Unit or Commercial Section space and/or (2) one more amendments to the certificate(s) of occupancy of the Building and/or one or more new certificates of occupancy, so as to reflect existing or desired use and/or occupancy of such Commercial Unit or Commercial Section space, as shall be permitted by law from time to time, but not in conflict with any specific prohibition on use applicable to Commercial Units as may be contained in this Declaration or the By-laws. However, by reason of the foregoing, the Common Interest of the other Units shall not be enlarged unless the affected Unit Owner consents thereto, except that Limited Common Elements may be created for the exclusive use of any or all of the aforesaid subdivided (or combined) condominium units as provided above, in which event the Common Expenses exclusively attributable to such Limited Common Elements shall be borne by the owners of such subdivided (or combined) Condominium Units. The Commercial Unit Owners, Declarant and/or its designees, as the case may be, shall each have the right to reflect any of the matters described above in a duly recorded amendment to the Declaration (and the obligation to do so in case clause (b) above applies), the By-Laws and/or the Floor Plans. In making any additions, alterations, or improvements pursuant to this Section 9, such Commercial Unit Owner, Declarant or its designees, as the case may be, shall (i) make all reasonable efforts to minimize any interference with the other Unit Owners' use and enjoyment and business conduct in their Units for permitted purposes; (ii) comply with all laws, ordinances and governmental authorities having jurisdiction and (iii) hold the Condominium Board and the other Unit Owners harmless from any liability arising therefrom.

The owners of Commercial Units having an aggregate Common Interest of 66-2/3% or more of the aggregate of the Common Interests appurtenant to all of the Commercial Units (a" Commercial Amendment Majority") shall have the right, without the consent of the Condominium Board, any other Unit Owner (including, without limitation, the

Residential Unit Owners) or the holder(s) of any mortgage on a Unit, to cause this Declaration, the By-Laws and the Rules and Regulations to be amended, modified, added to or deleted from in such manner as they may determine in their sole discretion shall be necessary, appropriate or desirable in connection with the operation of the Commercial Section or the subdivision of any Commercial Unit into separate Commercial Units, the combining of Commercial Units and/or the offering for sale or lease of all or any portion of the Commercial Units, including, without limitation, an amendment providing for the governance of the affairs of the Commercial Section and the Commercial Unit Owners and the relationship thereof and the sharing of costs pertaining to the Commercial Section, provided only that such amendment modification, addition or deletion, as the case may be, does not materially adversely affect the Residential Section or the Residential Unit Owners. Such amendment, modification, addition or deletion (collectively, a "Commercial Affairs Amendment") may include, without limitation, the creation of a commercial board of managers (a "Commercial Board") with jurisdiction over the Commercial Units, the Commercial Limited Common Elements, Individual Commercial Limited Common Elements and the Commercial Unit Owners, such amendment or modification to provide for the election of such Commercial Board by the Commercial Unit Owners in such manner and to provide for the granting to such Commercial Board of such powers pertaining to the Commercial Unit Owners, the Commercial Units, the Commercial Limited Common Elements, the Individual Commercial Limited Common Elements and related matters, as may be determined by Commercial Amendment Majority in its sole discretion, including, without limitation (i) the power to set, collect and enforce the obligation to pay Commercial Common Charges (as defined in the By-laws), (ii) powers over and with respect to the Commercial Limited Common Elements and any Individual Commercial Limited Common Elements, including, without limitation, powers comparable to the powers of the Condominium Board over the General Common Elements and (iii) all of the powers of a Commercial Majority in Interest (as hereinafter defined) acting in concert, under the Declaration, the By-laws and the Rules and Regulations, prior to the adoption of such amendment). The establishment of a Commercial Board shall not affect the right of the Commercial Unit Owners to designate members of the Condominium Board as provided in the By-laws. In the case of any such amendment, modification, addition or deletion which does not materially adversely affect the Residential Section or the Residential Unit Owners, the Declarant or its designee shall be the attorney-in-fact for the Residential Unit Owners and all other Unit Owners and the Condominium Board, coupled with an interest and granted for a valuable consideration, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion. As used herein, the term "Commercial Majority In Interest" shall mean the owners of Commercial Units having an aggregate Common Interest of more than 50.0% of the aggregate of the Common Interests appurtenant to all of the Commercial Units.

Each of Declarant, its designees and the Commercial Unit Owners shall have the right, without the consent of the Condominium Board, any Unit Owner or the holder of any mortgage encumbering a Unit, to seek to amend one or more certificates of occupancy for the Building and/or obtain any required special permit, other permit, zoning variance or other variance, in order to permit changes to the permitted use(s) of the Commercial Units or to eliminate restrictions on such use and such change of use, permit, variance or amendment to certificate(s) of occupancy, as the case may be, shall not require the consent of the Condominium Board, any Unit Owner or the holder of any mortgage

encumbering a Unit and the Condominium Board shall cooperate in all respects with Declarant, its designees and the Commercial Unit Owners in connection with the foregoing.

The consent of the Condominium Board, any other Unit Owners and/or the holder of any mortgage on a Unit, shall not be required for the exercise by any Commercial Unit Owner, Declarant or its designees, as the case may be, of the rights and powers set forth in this Section 9 or in Section 11 below. Neither the provisions of this Section 9 (or of Section 11 below) nor any of the other rights and powers of a Commercial Unit Owner, Declarant or its designees, as the case may be, under this Declaration or the By-Laws, including without limitation the authority of any Commercial Unit Owner, Declarant or its designees, as the case may be, to record an amendment of the Declaration or By-Laws or the Floor Plans pursuant to this Section 9, may be modified or deleted by amendment of the Declaration or By-Laws or otherwise. The signatures of any of the other Unit Owners or Condominium Board shall not be required in connection with any amendment to the Declaration or By-Laws or Floor Plans permitted above or to any application or other document necessary or convenient to the exercise by a Commercial Unit Owner, the Declarant or its designees, as the case may be, of any of their rights or powers under this Section 9 or under Section 11 below, including but not limited to any application or document required by the Department of Buildings, the Real Property Assessment Bureau of the City of New York or any other governmental agency in connection with an amendment to the certificate of occupancy of the Building or the establishment of separate tax lots for any newly created condominium units and reapportionment of assessed valuation by reason thereof. Nevertheless, the Unit Owners and the Condominium Board shall, upon request, execute any such amendments, applications or other documents referred to or described above and they hereby grant to each Commercial Unit Owner, the Declarant and its designees, an irrevocable power of attorney coupled with an interest and granted for a valuable consideration, and with full power of substitution, to execute, deliver and/or record any and all such amendments, applications or other documents on behalf of the Condominium Board and the Unit Owners, and any such execution, delivery and/or recording shall not require the consent of the Condominium Board or the Unit Owners.

10. Encroachments.

If any portion of the Common Elements presently encroaches upon any Unit or if any Unit presently encroaches upon any other Unit or upon any portion of the Common Elements or, if as a result of the manner in which the Building was constructed or as a result of settling or shifting of or as a result of the repair, restoration, and/or alteration of the Building, the Common Elements or a Unit owned by Declarant or its designees, such encroachment shall occur, then a valid easement for the encroachment and for the maintenance of the same, so long as the Building stands, shall exist. If the Building or any Unit therein or any Common Element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, then in such event, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

11. Certain Easements and Right of Entry.

Each Unit Owner shall have an easement in common with the other Unit Owners for the use, maintenance, repair and replacement of all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units or elsewhere in the Property and serving his or her Unit. Each Unit shall be subject to an easement in favor of the other Unit Owners for the use, maintenance, repair and replacement of all pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

Each Unit with a vertical chase, a raised floor or dropped ceiling shall be subject to an easement in favor of the Declarant, its designees, the Condominium Board and each Commercial Unit Owner for the installation, maintenance, repair and replacement of wires, conduits, ducts, wires and similar installations within any such vertical chase, raised floor and/or dropped ceiling.

Each Unit Owner shall have, in the case of fire or other emergency, an easement for the use, for egress purposes only, of all egress stairs and through such portions of any Unit and Limited Common Elements as may be required for egress.

The Condominium Board shall have a right of access to each Residential Unit and Storage Unit to inspect the same, to prevent damage thereto, to remove violations therefrom and to maintain, repair or replace the General Common Elements and Residential Limited Common Elements contained therein or elsewhere in the Property, subject to any restrictions on such right as may from time to time be provided in the By-Laws.

The Condominium Board shall also have a right of access, from time to time, to each Storage Unit containing equipment or wiring pertaining to the master television antennae at the Building or other Common Elements, as the Condominium Board may determine to be necessary or advisable, to inspect, repair and/or replace such equipment and/or wiring or other Common Elements. The owners of such Storage Units will be required to provide access to such Units to the Condominium Board and its representatives and contractors for the foregoing purposes and shall at all times provide the Condominium Board with copies of all keys as may be required from time to time to permit access to such Storage Units for such purposes.

Each Unit and the Common Elements shall have an easement of support, subjacency and necessity and shall be subject to such easement in favor of all the Units and the Common Elements.

Each Unit Owner shall have an easement for access to and the use of the service and freight elevators (exclusive of the Commercial Elevators). Such easement shall be exercised in accordance with the Rules and Regulations.

Each Residential Unit Owner who shall, from time to time, have the right (as may be granted by the applicable Commercial Unit Owner or its tenant) to have his or her

vehicle parked in a garage located in the Building shall have a non-exclusive easement of ingress and egress through portions of the Commercial Unit(s), the Commercial Limited Common Elements and any Individual Commercial Limited Common Elements as may be reasonably necessary, in such locations as the affected Commercial Unit Owner(s) may designate, for purposes of obtaining access to such garage in connection with the use of parking in such garage and, in connection therewith, shall have a non-exclusive easement to use the applicable Commercial Elevator in order to enter and exit from the appropriate level(s) of the Building for the above purpose; provided that such easements and rights on the part such Residential Unit Owners shall be subject to such rules and regulations, including, without limitation, restrictions on the hours of access, as the affected Commercial Unit Owner(s) may establish in its discretion, provided that such rules and regulations are reasonably designed to protect the interests of such Commercial Unit Owner(s) including, without limitation, with respect to security, safety, health, sanitation, avoidance of property damage and personal injury and/or to prevent interference with the operation of such Commercial Unit(s).

Each Residential Unit Owner shall have a non-exclusive easement of ingress and egress through portions of the Commercial Unit, the Commercial Limited Common Elements and any Individual Commercial Limited Common Elements, as may be reasonably necessary, in such locations as the Commercial Unit Owner may designate, for purposes of obtaining access to the loading docks at the Building in connection with moving in and out of the Building; provided that such easement and right on part of such Residential Unit Owners shall be subject to such rules and regulations as the affected Commercial Unit Owner(s) may establish in its discretion, provided that such rules and regulations are reasonably designed (y) to protect the interests of such Commercial Unit Owner(s), including, without limitation, with respect to security and otherwise and (z) to limit the level of traffic within such areas, including, without limitation, by way of limiting the number of Residential Unit Owners who may obtain such access at any particular time (including, without limitation, by way of establishing a reservation system) and limiting the hours of use. Subject to all of the above provisos, including without limitation, the right of the affected Commercial Unit Owner(s) to establish rules and regulations of similar type and purpose as referred to above in this paragraph, Residential Unit Owners may, solely for purposes of obtaining access to the loading docks in connection with moving in or out of the Building on the above terms and conditions, use those Residential Elevators having access to loading dock levels (Ruppert Level A and Yorkville Level A). Except as expressly provided above or as may otherwise be expressly provided in the Declaration, no Residential Unit Owner or other person shall, without the prior express written consent of the owner of the affected Commercial Unit(s), be permitted to use the Residential Elevators or any Commercial Elevator for access to any portion of a Commercial Unit (including, without limitation, the garage areas thereof), the Commercial Limited Common Elements or any Individual Commercial Limited Common Elements.

The Condominium Board and its representatives and invitees shall have a non-exclusive easement of ingress and egress over the Commercial Units, the Commercial Limited Common Elements and the Individual Commercial Limited Common Elements, to the extent necessary and limited to such locations as the affected Commercial Unit Owner(s) may designate, for purposes of (i) obtaining access to General Common Elements and Residential Limited Common Elements in connection with the

operation, repair, maintenance, inspection, alteration or improvement thereof or the reading of utility meters and (ii) transporting, in a secure, safe and sanitary manner, refuse from the applicable compactor machine rooms located in the Residential Section for disposal in the refuse receptacles and containers located in the vicinity of the loading docks; provided that (y) such easement shall be subject to such rules and regulations, including, without limitation, restrictions on the hours of access and rules designed to avoid dropping or spilling of refuse or debris, as the affected Commercial Unit Owner(s) may establish in its discretion, provided that such rules and regulations are reasonably designed to protect the interests of such Commercial Unit Owner(s), including, without limitation, with respect to security, safety, health, sanitation, avoidance of property damage and personal injury and to prevent damage to and interference with the operation of such Commercial Unit(s) and (z) the Condominium Board promptly repairs any resulting damage to a Commercial Unit, Commercial Limited Common Elements or Individual Commercial Limited Common Elements, as the case may be, and restores the damaged portion to substantially the condition it was in prior to such entry. The Condominium Board shall cause any dropped or spilled refuse to be immediately cleaned up in a manner satisfactory to the affected Commercial Unit Owner(s).

The Condominium Board and its representatives and invitees shall have a non-exclusive easement of ingress and egress over the Residential Units, the Storage Units and the Residential Limited Common Elements for purposes of obtaining access to General Common Elements and Residential Limited Common Elements in connection with the repair, maintenance, inspection, alteration or improvement of the General Common Elements and the Residential Limited Common Elements and/or the reading of utility meters.

Notwithstanding anything to the contrary contained in this Declaration or the By-laws, without the prior written consent of the Commercial Units Owners, the Declarant and their respective designees, neither the Condominium Board nor any Residential Unit Owner shall permit the operation anywhere in the Property (other than in the Commercial Section) or in their respective Residential Units, as the case may be, a drop dry cleaning store, tailoring establishment or shirt and sheet laundry and the Condominium Board and each Unit Owner violating the foregoing prohibition shall jointly and severally indemnify and hold harmless the Commercial Unit Owners, Sponsor and their respective designees from and against all claims, liabilities, costs and expenses (including, without limitation, liability for reasonable attorneys' fees and disbursements) arising out or relating to any violation of such prohibition (including, without limitation, by reason of such violation constituting a default under any lease covering any portion of the Commercial Units).

The Condominium Board and each of the Residential Unit Owners using any of the easements or exercising any of the rights of ingress, egress or other rights granted to them by the Commercial Unit Owners or Declarant under this Section 11 shall indemnify and hold harmless the Commercial Unit Owners, Declarant and its designees from and against all claims, liabilities, costs and expenses (including, without limitation, liability for reasonable attorneys' fees and disbursements) arising out or relating to their respective use of such easement(s) or exercise of such rights.

Declarant and its designees shall have (y) an exclusive easement comprised of two feet surrounding the perimeter of each of the elevator pits and elevator shafts at the Building, which easement shall continue vertically from the bottom of the elevator pit through the top of the elevator shaft of the elevator and (z) an exclusive easement comprised of two feet surrounding the perimeter of any vertical shaft or other shaft in the Property (whether constituting or located within a Residential Unit, Commercial Unit, Storage Unit, a General Common Element, Residential Limited Common Element, other Limited Common Element or otherwise), for the entire length and extent of such shaft, in each case, for use for the installation, continued existence, maintenance, repair and replacement from time to time, of risers, lines, conduits, shafts, and similar vertical facilities and other Facilities and equipment, including, without limitation, telecommunications lines and equipment. Without limiting Declarant's rights under the preceding sentence, Declarant reserves for itself and for any Unit Owner so designated by Declarant from time to time in writing to the Condominium Board by Declarant (which designee may also be granted a power of re-designation), an easement for the installation, maintenance, repair and replacement from time to time, of risers, lines, conduits, shafts, and similar vertical facilities, other Facilities and equipment through the Common Elements and through the mechanical shafts going through or comprising part of a Commercial Unit, the Commercial Limited Common Elements or any Individual Commercial Limited Common Elements.

In order to provide the Commercial Unit Owners with more convenient access to the Commercial Units, the Commercial Limited Common Elements, any Individual Commercial Limited Common Elements and the General Common Elements, each Commercial Unit Owner, its tenants and the respective guests and invitees of such owner and its tenants shall have a non-exclusive easement of ingress and egress through the Main Lobbies and adjoining areas on Ruppert Level L and Yorkville Level L and such other Residential Limited Common Elements as may be reasonably appropriate (including, without limitation, the right to use the Residential Elevators) for purposes of obtaining access to the Commercial Elevators, the Commercial Units, the Commercial Limited Common Elements, any Individual Commercial Limited Common Elements and the General Common Elements.

The Declarant, each Commercial Unit Owner and their respective affiliates, designees, successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across all areas of the Property (including, without limitation, each Unit, the General Common Elements and the Residential Limited Common Elements), for (i) the use of, obtaining access to and the inspection, maintenance and performance of alterations, replacements, and repairs of, to, in or about Units owned by such Declarant or such Commercial Unit Owner (and, in the case of a Commercial Unit, the Commercial Limited Common Elements and the Individual Commercial Limited Common Elements as well), as the case may be, together with all personal property, equipment and Facilities located therein, including, without limitation, for access to portions of the Commercial Unit(s) as may be used as laundry facilities and for repair and replacement of equipment therein, (ii) fulfilling the Declarant's obligations under the condominium offering plan promulgated by the Declarant for the Property (the "Plan") and (iii) any other lawful purpose; provided (y) Declarant, such Commercial Unit Owner or their respective designees, as the case may be, repairs any resulting damage to the Unit or Common Elements, as the case may be, and restores the damaged portion to

substantially the condition it was in prior to such entry and (z) Declarant, such Commercial Unit Owner or their respective designees, as the case may be, provides reasonable prior notice to the Owner of the Unit to which access is required (or the Condominium Board in the case of the General Common Elements or Residential Limited Common Elements).

Declarant, and each Commercial Unit Owner (to the extent applicable to such Commercial Unit) and their respective designees shall each have an easement, without the necessity of obtaining the consent of the Condominium Board, any Unit Owner or any holder of a mortgage encumbering a Unit, (1) over the Property, including each Unit and the Common Elements, for access to and to construct, install, erect, inspect, maintain, repair, operate, use and replace from time to time one or more Signs (as hereinafter defined) on the Property (including, without limitation on any Common Element, storefront, exterior facade, lobby or any other public portion of the Property or on the exterior portion of any Commercial Unit) for the purposes of advertising the sale of Units, the leasing of the Commercial Units or of space in any of the Units and/or advertising any of the services, products, merchandise, wares and/or facilities of the owner of a Commercial Unit or of any tenant occupying all or any portion of a Commercial Unit; (2) of ingress and egress over the Property, including each Unit and the Common Elements in connection with the sales and/or leasing of Units; (3) over the Property, including each Unit and the Common Elements, for access to and to construct, install, erect, inspect, maintain, repair, operate, use and replace from time to time a storefront, facade or other exterior portion of the Building adjacent to a Commercial Unit; (4) over any part of the Property, including each Unit and the Common Elements (including, without limitation, the stairways, walkways, elevators, vestibules and other public spaces within the Property) for purposes of access to and for all purposes in connection with the installation (whether on Common Elements or within its Unit), inspection, maintenance, repair, operation, alteration, improvement or use of any of the following serving a Commercial Unit (or inuring to the benefit of Declarant or its designees under this Declaration or the By-laws): the Service Equipment (as hereinafter defined), Facilities, flues and/or ducts, security system, and any and all cables, conduits, electrical lines and similar equipment as may be desirable in connection with the installation, maintenance, repair and/or replacement of (A) telecommunications or similar equipment on any portion of the roofs of the Building and (B) alarms, gates, electric eyes or video cameras, smokestacks, heating, air-conditioning systems and devices and exhaust and ventilation fans, systems and devices, in each case, located anywhere on the Property.

The Common Elements shall be subject to non-exclusive easements in favor of such telecommunications firm(s) selected by Declarant as may be (a) necessary to provide such telecommunications services and satellite dish services and similar communication services as may be described in such written agreements as may be entered into by Declarant for the installation, maintenance, repair, replacement and removal of a satellite dish and antennas and any and all similar or dissimilar communication and/or telecommunications equipment and facilities including, without limitation, cables, wires, conduits, horizontal and vertical risers, shafts, terminals, multiplexes and other equipment and apparatus. In addition, such telecommunications firms shall have an easement for access to each Unit for the maintenance, repair and replacement of any of the foregoing equipment, if situated within such Unit.

Without any requirement of obtaining the consent of the Condominium Board, any Unit Owner or any holder of any mortgage encumbering any Unit, but subject to compliance with the applicable requirements of all governmental authorities, Declarant, its designees and the Commercial Unit Owners shall each have the right and an easement, and shall have all necessary or convenient access, to install, erect, construct, inspect, operate, use, maintain, repair and replace or alter antennas, cellular telephone, cellular communications, telecommunications and similar equipment on any and all parts of the roof(s) and/or parapets of the Yorkville Towers Building (in such locations as they may determine from time to time) and, shall have an easement through the Common Elements to install, erect, construct, inspect, operate, use, maintain, repair and replace or alter such wires, conduits, cables and similar equipment servicing or otherwise required or convenient in connection with the installation, existence, servicing, maintenance, repair and/or replacement of any such antennas, cellular communications, telecommunications or similar equipment (collectively, the "Commercial Units' Telecommunications Rights" or "Declarant's Telecommunication Rights", as the case may be). The owner of a Commercial Unit or Declarant (or its designee), as the case may be, shall be entitled to collect and retain all revenues of any type whatsoever derived from the Commercial Units' Telecommunication Rights or Declarant's Telecommunication Rights, as the case may be, and such equipment. The owner of a Commercial Unit and Declarant (or its designee) shall each have the right to grant to any party (whether or not a Unit Owner) the foregoing Commercial Units' Telecommunications Rights or Declarant's Telecommunications Rights, as the case may be, whether on an exclusive or non-exclusive basis, as the owner of such Commercial Unit or Declarant, as the case may be, may elect and such grantee(s) (and their successors and assigns) may, in turn, assign such Commercial Units' Telecommunications Rights or Declarant's Telecommunication Rights, as the case may be. The Commercial Units' Telecommunications Rights and Declarant's Telecommunication Rights, are in addition to any telecommunications systems serving the Unit Owners. All telecommunications rights granted to Declarant (including, without limitation, the Declarant's Telecommunications Rights) shall have priority over any similar rights of, and installations that may be made by, either the owner of any Commercial Unit or the Condominium Board, and all telecommunications rights granted to an owner of a Commercial Unit (including, without limitation, the Commercial Unit's Telecommunication Rights) shall have priority over any similar rights of, and installations that may be made by, the Condominium Board. Without limiting any of Declarant's rights as set forth in this Section 11, any license agreement or other agreement permitting the maintenance on any part of the roof(s) and/or parapets of the Yorkville Towers Building of one or more antennas, cellular telephone, cellular communications, telecommunications and similar equipment, which has been entered into prior to the later of the recording of this Declaration or (as defined in the By-laws) the First Unit Closing (an "Existing Telecommunications Agreement"), shall inure to the benefit of the Declarant and its designees and Declarant (and its designees) shall be entitled to all rents, license fees and other payments of any kind or nature due under such agreements. Declarant (and its designees) shall have the right, from time to time and in its sole discretion, to modify, extend, renew and replace any Existing Telecommunications Agreement. If the Condominium Board receives any offer or solicitation of any type whatsoever from any entity interested in, or that would otherwise entail the use of telecommunications rights, the Condominium Board shall notify the Declarant, and Declarant shall have the right for thirty days following notice from the Condominium Board, to notify the Condominium Board

that it (i.e., the Declarant) intends to enter into an agreement with the offeror. The Declarant shall thereafter have a period of one hundred twenty (120) days to consummate such agreement, failing which the Condominium Board may consummate an agreement with the offeror. In no event shall the Condominium Board approve the installation of any telecommunications equipment of the type described herein, on any Common Element or in any location that would interfere with any installation and operation of any such equipment by the Commercial Unit Owner or the Declarant or their respective successors assignees, lessees or licensees. Each of the foregoing easements shall be exercised in such manner as not to unreasonably disrupt the use by any Unit Owners of their respective Units.

If a Commercial Unit (or Commercial Limited Common Elements, such as a hallway, serving such Commercial Unit and/or other Commercial Units) has either (i) an entrance or exit leading to a Main Lobby, other lobby or any interior portion of the Building and such entrance or exit is locked by the Condominium Board or (ii) an entrance or exit directly from or to the outside of the Building, then the owner of such Commercial Unit may install a visual and/or audio intercom and buzzer-lock system on Common Elements or other portion(s) of the Property (or alternate system with a similar purpose) to allow persons to pass through such entrance or exit or, in the case of a door leading directly to the outside of the Building, to restrict access through such door.

Subject to compliance with all applicable laws and regulations, the owner of a Commercial Unit with a storefront or storefronts adjacent to the Ruppert Common Plaza or the Yorkville Common Plaza, as the case may be, shall have an easement to use (x) in the case of the Ruppert Common Plaza, a section of such Common Plaza commencing at the line of such storefront or storefronts (the "Storefront Line") and extending from all points on the Storefront Line, a distance of twenty (20) feet into said Common Plaza, as measured along lines perpendicular to the Storefront Line commencing at each point on such line, but not beyond the boundaries of such plaza (each, a "Ruppert Common Plaza Easement Zone"), (y) in the case of the Yorkville Common Plaza, the entire Yorkville Common Plaza (the "Yorkville Common Plaza Easement Zone"" and, together with the Ruppert Common Plaza Easement Zone, collectively, the "Common Plaza Easement Zones") and (z) the sidewalks adjacent to the Common Plazas, in each case, for the following purposes: (i) operation of a sidewalk café or outdoor food stand, (ii) use by such Commercial Unit Owner, its tenants and the patrons, guests or invitees of such Commercial Unit Owner or of such tenant(s) (collectively, "Commercial Plaza Patrons") for purposes ancillary to the business of such Commercial Unit Owner or its tenants or for the comfort or convenience of the Commercial Plaza Patrons, (iii) installation and maintenance of tables, chairs, umbrellas and related accessories for use by Commercial Plaza Patrons, (iv) as ancillary to the business of such Commercial Unit Owner, the display and sale of merchandise and the installation and maintenance of portable racks and other equipment and accessories necessary or convenient in connection therewith (provided that such merchandise and racks are removed at the end of each business day), (iv) placement of Signs advertising (y) the availability for sale or lease of space in the Building, including, without limitation, Commercial Units and other Units and/or (z) merchandise, products, wares and/or services of such Commercial Unit Owner and/or its tenants, and (v) the installation and maintenance of (i) deposit boxes or automatic teller machines for any banks or similar equipment and/or (ii) drop-off and/or deposit boxes for use of delivery

services, including, without limitation, Express Mail, Federal Express and similar services. Neither the Condominium Board nor the Residential Unit Owners shall interfere with the use of the Common Plaza Easement Zones for the aforementioned purposes. The signatures of other Unit Owners and/or the Condominium Board shall not be required in connection with any application or other document necessary or convenient to the exercise by the owner of a Commercial Unit of its right to use such sidewalks and Common Plaza Easement Zones, as the case may be, as provided above. The rights of the Condominium Board, the Residential Unit Owners and other Commercial Unit Owners to ingress and egress through the Common Plaza Easement Zones shall be subject to such rules as the Commercial Unit Owner entitled to the benefit of the Common Plaza Easement Zones may, in its reasonable discretion, establish, from time to time, consistent with maintaining security, safety, health, sanitation, avoidance of property damage and personal injury and the intended benefits to such Commercial Unit Owner of such Common Plaza Easement Zones. The owner of a Commercial Unit having the benefit of and using a Common Plaza Easement Zone shall be responsible to remove debris in the portion of the Common Plaza Easement Zone used by such owner which is caused or created by such use. A Commercial Unit Owner with the right to the use of a Common Plaza Easement shall be entitled to retain all profits and revenues derived therefrom and the premises covered by such Common Plaza Easement.

The owner of a Commercial Unit with a storefront or storefronts adjacent to a Common Plaza shall have an easement to paint, decorate, camouflage, alter, modify or repair any heating, ventilation or air conditioning ducts or vents or any other Common Elements within such Common Plaza (including, without limitation, on any walls in, adjacent to or comprising the border(s) of such area), provided that it may not unreasonably interfere with the functioning of the foregoing for its intended purpose.

The owner of a Commercial Unit, its tenants and the patrons, guests or invitees of such Commercial Unit Owner or of such tenant(s) shall have a non-exclusive easement of ingress and egress from the sidewalks at the Property through the General Common Elements and Residential Limited Common Elements (including, without limitation, the Residential Plazas) for purposes of access to such Commercial Unit, the Commercial Limited Common Elements and any Individual Commercial Limited Common Elements.

Subject to compliance with all applicable laws and regulations, Sponsor, its designees and the owner(s) of the Commercial Units shall have the right in their discretion and from time to time to make holes in and remove sections of the concrete slabs, columns, supports and related General Common Elements bordering upon or lying within a Unit owned by them, including, without limitation, in connection with converting a Unit into a duplex unit, for purposes of connecting by internal stairway(s), elevator(s), escalator(s) or otherwise two or more levels of such Unit, or for purposes of increasing ceiling height within the Unit; provided that none of such actions shall compromise the structural integrity of the Building.

The owner of a Commercial Unit (or its designee) which has rights to the use of the Ruppert Outdoor Parking Area and/or the Yorkville Outdoor Parking Area, as a Commercial Limited Common Element or Individual Commercial Limited Common

Element, as the case may be, shall have the right to control the opening and closing of the Vehicular Gate(s) located in the vicinity of such Outdoor Parking Area(s) so as to prevent the unauthorized use of such Outdoor Parking Area(s) and/or to establish such rules for the operation of such Vehicular Gate(s) (whether by the Condominium Board, or, in such Commercial Unit Owner's discretion, by such Commercial Unit Owner (or its designee)) that such Commercial Unit Owner (or its designee) may, in its reasonable discretion, establish, from time to time, consistent with maintaining security, safety, health, sanitation, avoidance of property damage and personal injury and the intended benefits to such Commercial Unit Owner of such Outdoor Parking Area(s).

Each Commercial Unit Owner shall have the right to have listed on each of the directory boards (whether electronic or non-electronic) in the Main Lobbies and other lobbies at the Building (i) its name, (ii) the name of its non-residential tenants at the Building, (iii) all principals, officers and non-clerical personnel of the foregoing having an office in the Building and (iv) for each of the forgoing, the applicable location or suite number thereof within the Building. Each Commercial Unit Owner shall also have the right to install and maintain, on any floor in which a Commercial Unit (or any portion thereof) is occupied (by such Commercial Unit Owner or any non-residential tenants thereof), a directory board or sign listing such or similar information with respect to such Commercial Unit Owner and such tenants, including, without limitation on Common Elements.

The Declarant and its designees, as the case may be (without the necessity of obtaining the consent of the Condominium Board, any Unit Owner or any holder of a mortgage encumbering any Unit) and the Condominium Board (without the necessity of obtaining the consent of any Unit Owner other than Declarant, its designees and the Commercial Unit Owners), shall each have the right to establish, grant and create easements for any additional electric, transformer, amplifier, gas, cable television, telephone, water, sewer or other utility lines, flues, ducts and appurtenances (including such equipment rooms as may be required in connection with any of the foregoing) in, under and through the Property including, without limitation, within the Common Elements and any of the Units, and to relocate any existing utility, sewer and drainage easements in any portion of the Property including, without limitation, within any of the Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of a Unit or any Limited Common Elements appurtenant thereto, unless the owner of such Unit consents thereto.

As used in this Section 11 and elsewhere in this Declaration, the following terms shall have the respective meanings set forth below:

"Building roof antennas" shall mean any antennas or other communications devices (including, without limitation, a telephone repeater or other communication antennae or device for cellular telephones, internet equipment or other communications equipment) and any ancillary electrical equipment now or hereafter installed on a Building roof by an owner of the Commercial Units' Telecommunication Rights or Declarant's Telecommunication Rights.

"Service Equipment" shall mean all of the following now or hereafter installed in the Building, serving one or more Units or the Common Elements, if any, appurtenant

thereto: (i) pipes, wires, ducts, risers, cables, conduits and (ii) mechanical, electrical and other equipment, including supplemental air-conditioning systems, antennas and other communications devices.

"Signs" means any sign, advertisement, banner, notice or other lettering.

12. Power of Attorney to Declarant and to Condominium Board.

Each Unit Owner shall grant to the persons who shall from time to time constitute the Condominium Board an irrevocable power of attorney coupled with an interest and granted for a valuable consideration to (a) acquire title to or an interest in any Unit which a Unit Owner decides to surrender, sell or lease, in the name of the Condominium Board or its designees, corporate or otherwise, on behalf of all Unit Owners, (b) convey, sell, lease, mortgage, or otherwise deal with (but not to cast the votes appurtenant to) any Units acquired by the Condominium Board, (c) execute, acknowledge and deliver (i) any application, declaration or other document which the Condominium Board or a Unit Owner deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of any Governmental Authority (including without limitation, the New York City Department of Buildings, the City Planning Commission and the Board of Standards and Appeals), applicable to the maintenance, demolition, construction, alteration, repair, improvement or restoration of the Property or combination of Units or subdivision of a Unit permitted hereunder or (ii) any application, consent, covenant, restriction, easement, declaration, or other document affecting the Condominium or the Property (including, without limitation the Common Elements) as may be required or permitted under this Declaration. As used herein, the term "Governmental Authority" shall mean any federal, state, county, municipal, foreign, international, regional or other governmental authority, agency, board, body, instrumentality or court having jurisdiction.

In addition, each Unit Owner shall grant to Declarant an irrevocable power of attorney coupled with an interest and granted for valuable consideration, to execute, acknowledge and deliver any application, declaration, document or other instrument affecting the Condominium that Declarant deems necessary or appropriate to comply with any Law, zoning resolution, or requirement of the Department of Buildings, or any other Governmental Authority applicable to the rehabilitation, maintenance, demolition, alteration, restoration, or repair of the Property or any part thereof.

13. Acquisition of Units by Condominium Board.

If a Unit Owner shall surrender his or her Unit together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units acquired by the Condominium Board or its designees on behalf of the other Unit Owners or the proceeds of the sale or lease thereof if any, and (iii) the interest of such Unit Owner in any other asset of the Condominium (hereinafter collectively referred to as the "Appurtenant Interest") pursuant to the provisions of the Real Property Law of the State of New York, or in the event the Condominium Board shall purchase a Unit together with its Appurtenant Interest pursuant to Article VI of the By-Laws or

otherwise, or if the Condominium Board shall acquire, at a foreclosure or other sale, a Unit together with its Appurtenant Interest, then and in such event, title to any such Unit together with the Appurtenant Interest shall be held by the Condominium Board or its designees, corporate or otherwise, on behalf of all Unit Owners in accordance with the respective Common Interests of their respective Units.

14. By-Laws and Persons Subject to Declaration and By-Laws.

Attached to this Declaration and made a part hereof are the By-Laws of the Condominium which set forth detailed provisions governing the Condominium. The By-Laws (including the Rules and Regulations thereunder) as they may be amended from time to time are referred to in this Declaration as "By-Laws." All capitalized terms in this Declaration which are not defined herein shall have the meanings given to those terms in the By-Laws.

All present and future Unit Owners, tenants, visitors and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the By-Laws, as the same may be amended from time to time. Acceptance of a deed or other conveyance or the entering into of a lease or other occupancy of any Unit shall constitute an agreement that the provisions of this Declaration and By-Laws, as the same may be amended from time to time, are accepted and ratified by such Unit Owner or such other party having an interest in the Unit or by such tenant or other occupant. All of the provisions of this Declaration and By-Laws shall be deemed and taken to be covenants running with the land and shall bind any persons having at any time any interest or estate in any Unit as though such provisions were recited and stipulated at length in each and every deed, conveyance, lease or occupancy thereof. However, the provisions of this Declaration and the By-Laws, as the same may be amended from time to time, are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public.

15. Covenant of Further Assurances.

Any party which is subject to the terms of the Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Condominium Board, or otherwise, shall execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of this Declaration or the By-Laws or of any transaction contemplated by this Declaration or the By-Laws or to confirm or perfect any right to be created or transferred pursuant to this Declaration or the By-Laws or pursuant to any such transaction.

If any Unit Owner or any other party which is subject to the terms of this Declaration fails or refuses within five (5) days after request therefor to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner or other party is required to execute, acknowledge and deliver or to take pursuant to this Declaration or the By-Laws, then the Condominium Board is hereby authorized as attorney- in-fact for such Unit Owner and other party, coupled with an interest and granted

for a valuable consideration, to execute, acknowledge and deliver such instrument and to take such action, in the name of such Unit Owner or other party.

If any Unit Owner, the Condominium Board or any other party which is subject to the terms of this Declaration fails or refuses within five (5) days after request therefore to execute, acknowledge or deliver any instrument or to take any action which such Unit Owner, the Condominium Board, or other party is required to execute, acknowledge and deliver or to take pursuant to this Declaration or By-Laws at the request of the Declarant or its designees, as the case may be, then the Declarant or its designees, as the case may be, is hereby authorized as attorney-in-fact for such Unit Owner, the Condominium Board and other party, coupled with an interest and granted for a valuable consideration, to execute, acknowledge and deliver such instrument and to take such action in the name of such Unit Owners, the Condominium Board and/or other party.

16. Amendment of Declaration.

Except as otherwise provided in the By-Laws or this Declaration with respect to a Commercial Unit Owner, Declarant or its designees, as the case may be (including without limitation, their rights, under certain circumstances, to amend this Declaration and the By-laws without the consent of the Condominium Board or its Unit Owners), this Declaration may be amended by vote of not less than 80% in number and in Common Interest of all Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however (i) any such amendment shall not be effective against a holder of a mortgage of record affecting a Unit if Mortgage Representatives (as defined in the By-Laws) shall have been designated in accordance with the By-laws (and the Condominium shall have received written notice of such designation as provided therein) and a majority of such Mortgage Representatives shall not consent thereto in writing, which consent shall not be unreasonably withheld or delayed; (ii) if the Declarant or its designees or any Commercial Unit Owner shall not have voted in favor of such amendment, then same shall not be effective unless reasonably necessary or convenient to the conduct of the affairs of the Condominium and/or the operation of the Property and such amendment shall not decrease the rights of such Commercial Unit Owner, the Declarant or its designees or increase the obligations of such Commercial Unit Owner, the Declarant or its designees and (iii) an amendment to this Declaration or the By-laws which constitutes a Commercial Affairs Amendment may be adopted solely by the written consent or approval of a Commercial Amendment Majority, without any requirement of obtaining the consent of any Unit Owner, the Condominium Board or any holder of a mortgage encumbering a Unit. Any such amendment shall be executed by the Condominium Board as attorneys-in-fact for the Unit Owners, coupled with an interest and granted for a valuable consideration, and the Condominium Board is hereby authorized by the Unit Owners so as to act as their attorney-in-fact; provided that nothing contained herein is intended to limited the rights of the Declarant, its designees and the Commercial Unit Owners, as provided in this Declaration or the By-laws, to execute certain amendments to the Declaration and the By-laws without the execution thereof by the Condominium Board. Notwithstanding anything to the contrary contained herein, no provision of this Declaration relating to the use of the Units or appurtenant Common Interests may be amended without the consent of every Unit Owner affected by

such amendment except as expressly provided in Section 9 or Section 11 of this Declaration.

Each amendment to this Declaration or the By-Laws must be signed and acknowledged in accordance with the legal requirements for recording a Unit Deed, and shall not be effective, binding or enforceable until recorded in the New York City Register's Office for New York County. In addition, a copy of this Declaration and the By-Laws and any amendments thereto shall be filed with the New York State Department of State.

The provisions of this Section 16 and Section 9 of this Declaration may not be amended without the unanimous consent of all the Unit Owners. The terms "amend," "amended" or "amendment" as used in this Declaration shall also be deemed to mean deleting a provision of this Declaration or adopting a new provision.

17. Termination of Condominium.

The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws or (b) such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners. No such vote under clause (b) in the preceding sentence shall be effective without the written consent of a majority of the Mortgage Representatives (provided that Mortgage Representatives shall have been designated in accordance with the By-Laws and the Condominium Board shall have received written notice thereof). In the event said withdrawal is authorized as aforesaid, the Property shall be subject to any action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in accordance with the respective Common Interests of their respective Units, provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of his or her share of such net proceeds, all liens on his or her Unit, in the order of priority of such liens.

18. Invalidity.

The invalidity of any provisions of this Declaration or any portion thereof 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 included herein.

19. Waiver.

No provision contained in this Declaration 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 which may occur.

20. 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 or the intent of any provision hereof.

21. Certain References.

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa whenever the context so requires.

The terms "herein", "hereof" or "hereunder," or similar terms used in this Declaration, refer to this entire Declaration and are not to the particular provision in which the terms are used unless the context otherwise requires.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of this _____ day of _____, 20___.

**DECLARANT:**

**YORKVILLE HOUSING CO. INC**

By: _____ Name:
Its:

**YORKVILLE TOWERS ASSOCIATES, LIMITED PARTNERSHIP**
By: Frederick DeMatteis Family Limited Partnership, General Partner
By: FDF Associates LLC, General Partner

By:_____
Name:
Title:

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

On the _____ day of _____ in the year 200_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____ in the year 200___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

## SCHEDULE A

## Description of Land

### PARCEL 1

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

BEGINNING at the corner formed by the intersection of the easterly line of Third Avenue with the northerly line of East 90th Street, as these streets are now laid out;

RUNNING THENCE northerly along said easterly line of Third Avenue, a distance of 201 feet 5 inches to a point on the southerly line of East 91st Street;

THENCE easterly along said southerly line of East 91st Street, a distance of 394 feet and no inches to a point;

THENCE southerly along a line parallel to said easterly line of Third Avenue, a distance of 201 feet and 5 inches to a point on said northerly line of East 90th Street;

THENCE westerly along said northerly line of East 90th Street, a distance of 394 feet and no inches to the point or place of BEGINNING, be the aforesaid courses and distances, more or less.

### PARCEL 2

ALL those plots, piece or parcel of real property, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of East 91st Street, 244 feet and no inches west of the intersection formed by the said northerly line of East 91st Street with the westerly line of Second Avenue, as these streets are now laid out;

RUNNING THENCE westerly along said northerly line of East 91st Street, a distance of 366 feet and no inches to a point on the easterly line of Third Avenue;

RUNNING THENCE northerly along said easterly line of Third Avenue, a distance of 201 feet 5 inches to a point on the southerly line of East 92nd Street;

RUNNING THENCE easterly along said southerly line of East 92nd Street, a distance of 366 feet and no inches to a point;

THENCE RUNNING southerly along a line parallel to said easterly line of Third Avenue, a distance of 201 feet and 5 inches to the point or place of BEGINNING, by the aforesaid courses and distances more of less.

**SCHEDULE B**

| Building Address | Unit Designation | Number of Rooms (Residential Units Only) | Tax Lot Number | Approximate Size of Unit in Square Feet | Common Interest | Portion of the Common Elements to Which Each Unit Has Immediate Access |
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# BY-LAWS

# of

# THE RUPPERT YORKVILLE TOWERS CONDOMINIUM

## Article 1.

## General

**Section 1.** **Purpose and Definition of Terms.** The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of THE RUPPERT YORKVILLE TOWERS CONDOMINIUM, as well as certain obligations of the Unit Owners therein. All terms used in these By-Laws which are capitalized and are not defined herein shall have the same definition as in the Declaration of which these By-Laws are a part (such Declaration as amended from time to time being herein referred to as the "Declaration").

**Section 2.** **Applicability of By-Laws.** The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof.

**Section 3.** **Application.** All present and future Unit Owners, mortgagees, lessees and occupants of Units and their employees or guests, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws and the Declaration.

The acceptance of a deed or conveyance of, or the succeeding to title to, or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

**Section 4.** **Principal Office.** The principal office of the Condominium and of the Condominium Board (as hereinafter defined) shall be located at 1619 Third Avenue, New York, New York, or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Condominium Board.

## Article II

## Condominium Board

**Section 1.** **Number and Term of Office.** As more particularly set forth in these By-Laws and the Declaration, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"). From and after the first meeting of the Unit Owners following the First Unit Closing (as defined below), the Condominium Board shall be composed of nine (9) members. Until such first meeting of the Unit Owners, the members of the Condominium Board shall consist of three (3) persons appointed by the Sponsor (as defined below) of the Plan (as defined below). Each

member of the Condominium Board shall serve for a term of one (1) year or until his or her respective successors shall have been duly appointed or elected, except as provided in Section 1 of Article III. Each member may be re-elected any number of times. The number of members of the Condominium Board may not be increased without the consent of all Commercial Unit Owners and, so long as there remains at least one Unsold Residential Unit, all Unsold Residential Unit Owners (including Sponsor and all Sponsor Successors).

**Section 2. Powers and Duties.** The Condominium Board shall have the powers and duties necessary for administration of the affairs of the Condominium, as agent for the Unit Owners, 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 Condominium Board by the Unit Owners. Such powers and duties of the Condominium Board shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep, maintenance, repair, improvement and alteration of the General Common Elements and the Residential Limited Common Elements.

(b) Determination of the General Common Charges and Residential Limited Common Charges (as hereinafter defined).

(c) Collection of the General Common Charges and Residential Limited Common Charges from the Unit Owners and Residential Unit Owners, respectively.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the General Common Elements and Residential Limited Common Elements (which shall be determined by the Condominium Board, in its sole discretion).

(e) Adoption of an amendment and additions to the Rules and Regulations subject to the limitations hereinafter set forth in these By-Laws.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Accepting the conveyance of Units surrendered by Unit Owners to the Condominium Board, or purchasing Units at a foreclosure sale pursuant to Section 7 of Article V, in the name of the Condominium Board, or its designee, corporate or otherwise, on behalf of all Unit Owners (or on behalf of the Unit Owners for whom such Unit was conveyed).

(h) Selling, leasing, mortgaging, or otherwise dealing with Units acquired by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners (or on behalf of the Unit Owners for whom such Unit was conveyed), including, without limitation, any Unit acquired by the Condominium for use by the Resident Superintendent or any other building superintendent or

building employee (collectively, the "Superintendent's Unit"), but not casting the votes appurtenant to such Units.

(i) Organizing corporations to act as designees of the Condominium Board in acquiring title to Units on behalf of all Unit Owners (or on behalf of the Unit Owners for whom such Unit was conveyed).

(j) Obtaining insurance for the Property, including the Units, pursuant to the provisions of Article V, Section 2 hereof, and adjusting and settling any insurance claims thereunder (including executing and delivering releases in connection therewith).

(k) Making of repairs, restorations, additions and improvements to or alterations of the Common Elements or any part thereof, damaged or destroyed by fire or other casualty, or necessitated as a result of condemnation or eminent domain proceedings.

(l) Enforcing obligations of Unit Owners, including, without limitation, levying reasonable fines against Unit Owners for violation of the Rules and Regulations.

(m) Granting of licenses with respect to the General Common Elements or the Residential Limited Common Elements..

(n) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep, maintenance and alteration of, or the making of repairs, replacements, restorations or additions to the General Common Elements and the Residential Limited Common Elements (and, in the case of casualty or condemnation where insurance proceeds shall be insufficient to pay the cost of restoration, the Commercial Limited Common Elements and Individual Commercial Limited Common Elements), provided that (i) the consent of two-thirds (2/3) in Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of $500,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or, except as expressly permitted in Section 339-jj of the Real Property Law, its Appurtenant Interest in the Common Elements without the consent of the owner of such Unit and (iii) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subparagraph (n) is not repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion thereof as his or her Common Interest bears to the Common Interests of all the Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or shall have the right to file against such Unit Owner's Unit.

(o) Executing, acknowledging and delivering of any declaration or other instrument affecting the Property (i) which the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regula-

tion, zoning resolution or requirement of any governmental authorities (including without limitation the New York City Department of Buildings, City Planning Commission, and Board of Standards and Appeals) applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property, permitted hereunder or under the Declaration or (ii) upon request of a Unit Owner.

(p) Preparing, executing and recording on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest (i) amendments of the Declaration and/or these By-Laws, whenever requested by a Commercial Unit Owner, the Sponsor or any of its designees, as provided in the Declaration or these By-Laws, or (ii) a restatement of the Declaration and/or By-Laws whenever in the judgment of the Condominium Board it is advisable to consolidate and restate all amendments theretofore made to the Declaration and/or By-Laws.

(q) Granting utilities or other easements as may, from time to time, be required for the benefit of the Condominium and Unit Owners and controlling power shut-offs and other interruptions of the normal functioning of the Condominium, to facilitate repairs to and renovations of particular Units and/or of the Common Elements. In making determinations in this area, the Condominium Board will make all reasonable efforts to disrupt the business operations of the Unit Owners as little as possible under the circumstances then prevailing.

(r) Investing any excess funds in savings accounts, treasury bills, certificates of deposit or other such money market instruments and funds which invest in any such instruments.

(s) Acting as an agent of each Residential Unit Owner, except only those Residential Unit Owners who timely notify the Condominium Board (in the manner provided below) that they do not want the Condominium Board to act as their agent, to complain or apply to the local and county real estate tax assessment agency or board of review by filing a single complaint on behalf of each such Residential Unit Owner pursuant to the applicable sections of the Real Property Tax Law. The Condominium Board may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and assess as a Common Charge against all such Unit Owners a pro rata share of expenses, disbursements, and legal fees paid or incurred in connection with any such complaint or application. A Residential Unit Owner will be deemed to have authorized the Condominium Board to act as such owner's agent for the foregoing purposes unless the Condominium Board shall have received, not later than fifteen (15) days after the assessed valuation for such Unit Owner's Unit shall first be set (whether on a tentative or official basis) by the applicable real estate tax assessment agency or applicable Governmental Authority, written notice from such Residential Unit Owner that such owner does not wish the Condominium Board to act as such owner's agent for the foregoing purposes.

**Section 3. <u>Managing Agent and Manager</u>.** The Condominium Board may employ for the Condominium a managing agent and/or a manager, at a compensation to be determined by the Condominium Board in its discretion, to perform such duties and

services as the Condominium Board shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (j) and (k) of Section 2 of this Article II. However, in no event may the Condominium Board delegate to the manager or managing agent, the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (l), (m), (n), (o), (p), (q), (r) and (s) of Section 2 of this Article II. The Condominium Board may retain such attorneys, accountants and other professionals as it deems advisable in exercising any of the powers enumerated in Section 2 of this Article II.

**Section 4. Removal.** Any member of the Condominium Board may be removed with or without cause by a Majority in Common Interest of Unit Owners (inclusive of the Unit Owners who elected or designated such member), except that if such member was elected by or is a designee of (y) the Commercial Unit Owner(s) or (z) Sponsor, its designees or the Unsold Residential Unit Owner(s), as the case may be, such member may not be removed other than for cause except by the written consent of such (y) Commercial Unit Owners (acting by a Commercial Majority In Interest, if more than one Commercial Unit Owner), and (z) Sponsor, its designees and Unsold Residential Unit Owner(s) (acting by a majority in Common Interest of the foregoing), as the case may be. Any member of the Condominium Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting of the Unit Owners at which the removal of the Condominium Board member is to be voted on.

**Section 5. Vacancies.** Vacancies in the Condominium Board caused by any reason other than as provided in Sections 1 or 8 of Article III, (i) in the case of a member of the Condominium Board elected or designated by Sponsor, its designees or Unsold Residential Unit Owner(s), shall be filled by the written consent of the Unit Owners owning a majority of the Common Interest appurtenant to all of the Units owned by Sponsor, its designees and the Unsold Residential Unit Owners, (ii) in the case of a member of the Condominium Board elected or designated by the Commercial Unit Owners, shall be filled by the written consent of the Commercial Majority In Interest and (iii) in the case of any other members of the Condominium Board, shall be filled by vote of a majority of the remaining members of the Condominium Board at a special meeting of the Condominium Board 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, and each person so elected shall be a member of the Condominium Board, until a successor shall be designated or elected at or in connection with the next annual meeting of the Unit Owners or at a special meeting held for that purpose.

**Section 6. First Meeting of Condominium Board.** The first meeting of the Condominium Board shall be held immediately following the first meeting of the Unit Owners and no notice shall be necessary to the newly elected members of the Condominium Board legally to constitute such meeting, provided that a majority of the members of the Condominium Board shall be present at such first meeting.

**Section 7. Regular Meetings.** Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Condominium Board but at least four (4) such meetings shall be held during each fiscal year of the Condominium. Notice of regular meetings of the Condominium Board shall be given to each member of the Condominium Board by

personal delivery, mail or telegram at least five (5) business days prior to the day named for such meeting.

**Section 8. Special Meetings.** Special meetings of the Condominium Board may be called by the President by giving five (5) business days' prior notice to each member of the Condominium Board by personal delivery, mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Condominium Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least one (1) member of the Condominium Board.

**Section 9. Waiver of Notice.** Any member of the Condominium Board may at any time waive notice of any meeting of the Condominium Board in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Condominium Board at any meeting of the Condominium Board shall constitute a waiver of notice by him of the time and place thereof. If all members of the Condominium Board are present at any meeting of the Condominium Board, no notice shall be required and any business may be transacted at such meeting.

**Section 10. Quorum of Condominium Board.** At all meetings of the Condominium Board a majority of the members thereof shall constitute a quorum for the transaction of business.

**Section 11. Decision of the Condominium Board.** The votes of a majority of the members of the Condominium Board present at the meeting at which a quorum is present shall constitute the decision of the Condominium Board. Any one or more members of the Condominium Board or any committee thereof may participate in a meeting of the Condominium Board or 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. If all the members of the Condominium Board are present at any meeting of the Condominium Board, no notice shall be required and any business may be transacted at such meeting. Any action required or permitted to be taken by the Condominium Board or any committee thereof, as the case may be, may be taken without a meeting if all members of the Condominium Board or the committee, as the case may be, 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 Condominium Board or the committee, as the case may be.

**Section 12. Adjournment of Meeting.** If at any meeting of the Condominium Board, the members present shall be less than a quorum, a majority of those present may adjourn the meeting from time to time. At the next meeting at which a quorum is present following such adjourned meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 13. Fidelity Bonds.** The Condominium Board may obtain fidelity bonds concerning any or all officers and employees of the Condominium and its managing agent, if any, handling or responsible for funds, and the premium on such bonds shall constitute a General Common Expense (as hereinafter defined).

**Section 14. Compensation.** No member of the Condominium Board shall receive any compensation from the Condominium for acting as such member.

**Section 15. Liability of Condominium Board and Officers.** No member of the Condominium Board or any officer of the Condominium shall have any personal liability with respect to (1) any contract, act or omission of the Condominium Board (except with respect to the Unit Owners as provided below) or any managing agent, manager, or officer in connection with the affairs or operations of the Condominium (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth, or (2) any mistake of judgment, negligence or otherwise except with respect to the Unit Owners for such member's own individual willful misconduct or bad faith. Every contract made by the Condominium Board or by any managing agent, manager or officer thereof shall state that it is made by such Condominium Board, managing agent, manager, or officer as agent for all Unit Owners, that such members of the Condominium Board or managing agent, manager or officer shall have no personal liability thereon (except in their capacities as Unit Owners) and shall also provide that the liability of any Unit Owner with respect to any contract with respect to the Condominium shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and, unless expressly stated to the contrary in any such contract (as determined by the Condominium Board in its sole and absolute discretion), shall be limited to such Unit Owner's interest in his or her Unit so that such Unit Owner shall have no personal liability for such contract. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Any such contract may also provide that it covers the assets, if any, of the Condominium on whose behalf the contract is made. The Unit Owners, including those who are members of the Condominium Board, to the extent provided below, shall indemnify and hold harmless each of the members of the Condominium Board and the officers of the Condominium against all claims, liabilities, costs and expenses (including, without limitation, liability for reasonable attorneys' fees and any contractual liability to others arising out of contracts made by the Condominium Board or officers on behalf of the Condominium) arising out or relating to the performance of his or her duties as a member of the Condominium Board or officer except for those arising out of such member's or officers' bad faith or willful misconduct. Each Unit Owner's liability to indemnify a member of the Condominium Board or officer, as provided above, shall be limited to an amount which is in the same proportion to the total liability of such members or officers to be indemnified by all the Unit Owners hereunder as each such Unit Owner's Common Interest bears to the aggregate Common Interests of all Unit Owners. It is intended that the members of the Condominium Board and officers shall have no personal liability with respect to any contract made by them on behalf of the Condominium except as Unit Owners. It is understood that the Condominium Board, which may consist of principals and/or of employees of the Sponsor, may contract or effect any other transaction with any member of the Condominium Board, any Unit Owner, officer or Sponsor or any of their affiliates, without incurring any liability for self-dealing, provided that either (i) any compensation paid to Sponsor or its affiliates is, if material, disclosed in the Condominium Offering Plan with respect to the Property filed with the New York State Department of Law (the "Plan") by Yorkville Towers Associates Limited Partnership ("Sponsor") or (ii) is commercially reasonable.

**Section 16. Executive Committee.** The Condominium Board may, by resolution duly adopted, appoint an executive committee to consist of one or more members of the Condominium Board with at least one of the members of such executive committee being the member of the Condominium Board elected by the Sponsor, if any. Such executive committee shall have and may exercise all the powers of the Condominium Board in the management of the business affairs of the Condominium during the intervals between the meetings of the Condominium Board insofar as may be permitted by law.

## Article III

## Unit Owners

**Section 1. Annual Meetings.** Within ninety (90) days after the date the Sponsor conveys title to the first Residential Unit pursuant to the Plan, the first meeting of Unit Owners shall be held, subject to one or more reasonable extensions of such period as Sponsor may determine. At such meeting the incumbent Condominium Board shall resign and a new Condominium Board shall be elected by the Unit Owners as provided in the By-Laws. Thereafter, annual meetings shall be held on the second (2nd) Tuesday of November of each succeeding year unless such day shall be a holiday in which event the meeting shall be held on the next succeeding business day. At such meetings the Unit Owners shall elect members of the Condominium Board to fill vacancies or to succeed retiring members of the Condominium Board as provided in Article II of these By-Laws and shall also transact such other business of the Condominium as may properly come before the meeting.

**Section 2. Place of Meeting.** Meetings of the 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 Condominium Board.

**Section 3. Special Meetings.** It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Condominium Board or upon a petition signed and presented to the Secretary by not less than twenty five (25%) percent in Common Interest of all the 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. If the President fails so to call such special meeting, then any Unit Owner may so call such meeting by complying with the notice requirements of Section 4 hereof (except that such notice need not be given by the Secretary).

**Section 4. Notice of Meeting.** It shall be the duty of the Secretary to give a notice to each Unit Owner of record of each annual or special meeting stating the purpose thereof and the time and place where it is to be held, which notice shall be given (by personal delivery or mailing in the manner hereinafter set forth) not later than five (5) business days prior to the date fixed for the meeting. Such notice shall be personally delivered or mailed to the Unit Owner at the address of such Unit Owner at the Property or such other address as such Unit Owner shall have designated by notice in writing delivered to the Secretary at least ten (10) days prior to the giving of such notice of meeting by the Secretary. The

giving of a notice in the manner provided in these By-Laws shall be considered notice properly served.

**Section 5. Quorum of Unit Owners.** The presence in person or by proxy of Unit Owners owning in the aggregate more than twenty-five (25.0%) percent of the Common Interests of all Unit Owners (as modified by the provisions of Section 11 of this Article III) shall constitute a quorum at all meetings of the Unit Owners.

**Section 6. Adjournment of Meetings.** If any meetings of Unit Owners cannot be held because a quorum is not present, a Majority in Common Interest of Unit Owners present either in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time fixed for the original meeting.

**Section 7. Order of Business.** The order of business at all annual 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 Condominium Board.

(f) Report of committees.

(g) Report of Managing Agent.

(h) Election of inspectors of election.

(i) Election of members of the Condominium Board.

(j) Unfinished business.

(k) New business.

The order of business of all special meetings of the Unit Owners shall conform to the foregoing to the extent practicable.

**Section 8. Voting.**

(a) The Unit Owner of each Unit or a person designated by such Unit Owner to act as proxy on his or her behalf and who need not be a Unit Owner shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary and shall be

revocable at any time by written notice to the Secretary by the Unit Owner so designating. Subject to the provisions of paragraphs "(d)" and "(e)" below, each Unit Owner shall be entitled to cast one (1) vote at all meetings of the Unit Owners for each one-hundredth (1/100th) of one (1%) percent of the Common Interest applicable to the Unit of such Unit Owner. A fiduciary shall cast the votes appurtenant to any Unit owned in a fiduciary capacity.

(b) When voting for members of the Condominium Board, the voting shall be by ballot and each ballot shall state, among other things, the name of the Unit Owner voting and the Common Interest appurtenant to his or her Unit and in addition the name of the proxy if such ballot is cast by a proxy.

(c) A Unit Owner shall be entitled to cast as many votes as shall equal the number of votes appurtenant to his or her Unit for each Member of the Condominium Board to be elected; however no Unit Owner may cumulate his or her votes.

(d) Subject to the terms of this subparagraph (d) and subparagraph (e) below, all elections of members of the Condominium Board shall be determined by a plurality vote, and shall be balloted all at the same time. The Commercial Unit Owners shall, at all times, have the right, as a group, to designate two (2) members of the Condominium Board to represent them on the Condominium Board and shall set forth such designation in a writing executed by all Commercial Unit Owners at or before a meeting at which a quorum of all Unit Owners is present. The balance of the members of the Condominium Board (the "Residential Members")shall be elected by the Residential Unit Owners.

In the case where there shall be more than one Commercial Unit Owner, the allocation among the Commercial Unit Owners of the right to designate the two (2) members of the Condominium Board which may be designated by the Commercial Unit Owners as a group, as provided above, will be determined by one or more agreements among the Commercial Unit Owners, which shall have been consented to in writing by the holder(s) of record of any and all mortgages of record on the affected Commercial Unit(s) (collectively, "Applicable Commercial Unit Mortgagee Consent"), but the Condominium will not be bound thereby unless such agreements are in writing and a copy thereof and of the Applicable Commercial Unit Mortgagee Consent shall have been delivered to the Condominium Board no later than that date which is one (1) day prior to the date of the particular duly called meeting of the Unit Owners at which the members of the Condominium Board are to be elected or selected. A Commercial Unit Owner which has obtained any Applicable Commercial Unit Mortgagee Consent and which transfers one or more Commercial Units, whether or not such owner retains one or more Commercial Units, may transfer with such Commercial Unit(s) the right to designate up to the lesser of the following (such lesser number, the "Commercial Unit Transferor Designation Number"): (A) the number of members of the Condominium Board which all Commercial Unit Owners as a group may designate, as provided above and (B) the number of members of the Condominium Board that the transferring Commercial Unit Owner had the right to designate immediately prior to such transfer. Any such transferring Commercial Unit Owner retaining one or more Commercial Units may retain the right to designate a number of the Board members equal to the difference between the Commercial Unit Transferor

Designation Number applicable to such transferor and the number of Board members which such transferor assigned the right to designate to the transferee. Once a transferee of a Commercial Unit has received from the transferor of such Unit the right to designate one or more members of the Condominium Board, then neither the consent nor the approval of the transferor, any of the transferor's successor or assigns nor the Condominium Board shall be required for such transferee's further assignment of such right to designate member(s) of the Condominium Board to any new transferee of a Commercial Unit from such original transferee (but subject to compliance by such original transferee with the foregoing provisions of this paragraph pertaining to transfer by such original transferee of the right to designate members of the Condominium Board). A purchaser at foreclosure or deed in lieu of foreclosure with respect to a Commercial Unit shall automatically acquire the rights of the (former) owner of such Commercial Unit to designate members of the Condominium Board.

The number of members of the Condominium Board may not be increased without the consent of all Commercial Unit Owners and, so long as there remains at least one Unsold Residential Unit, all Unsold Residential Unit Owners (including Sponsor and all Sponsor Successors). All Residential Members who are not designated or elected by Unsold Residential Unit Owners (including Sponsor) shall be required to own a Residential Unit for so long as they are Residential Members.

(e) During the Initial Control Period, the Unsold Residential Unit Owners (including Sponsor) shall have the right, as a group, to designate four (4) Residential Members of the Condominium Board who, in the sole discretion of the Unsold Residential Unit Owners (including Sponsor) may (or may not be) related to or affiliated with Sponsor or other Unsold Residential Unit Owners, and the balance of the Residential Members shall be selected by the plurality vote (in accordance with the provisions of this Section 8 above) of the Residential Unit Owners (including Sponsor and other Unsold Residential Unit Owners) from among a slate of candidates nominated by one or more Residential Unit Owners not related to or affiliated with Sponsor or other Unsold Residential Unit Owners (each a "Non-Sponsor Owner"). There shall be no restriction on the right of Sponsor and other Unsold Residential Unit Owners to vote for Residential Members who are nominated by Non-Sponsor Owners. After the Initial Control Period, the Unsold Residential Unit Owners (including Sponsor), as a group, shall have the right to designate the following number of members of the Condominium Board: (a) two (2) Residential Members of the Condominium Board for so long as the Common Interests attributable to the Unsold Residential Units equals, in the aggregate, more than ten (10%) percent of the Common Interests of all Residential Units and (b) one (1) Residential Member of the Condominium Board, for so long as there are at least two (2) Unsold Residential Units. Accordingly, after the Initial Control Period, Unsold Residential Unit Owners (including Sponsor) shall have the right, as a group, to designate not more than two (2) Residential Members of the Condominium Board who, in the sole discretion of the Unsold Residential Unit Owners (including Sponsor) may (or may not be) related to or affiliated with Sponsor or other Unsold Residential Unit Owners, and the balance of the Residential Members shall be selected by the plurality vote (in accordance with the provisions of this Section 8 above) of the Residential Unit Owners (including Sponsor and other Unsold Residential Unit Owners) from among a slate of candidates nominated by one or more Non-Sponsor Owners.

After the expiration of the Initial Control Period, so many of those Residential Members who are related to or affiliated with Sponsor or other Unsold Residential Unit Owners as shall exceed the following applicable number shall resign from the Condominium Board: (x) two (2), so long as the Common Interests attributable to the Unsold Residential Units equals more than ten (10.0%) percent of the Common Interests of all Residential Units, (y) one (1), so long as the Common Interests attributable to any Unsold Residential Units equals ten (10.0%) percent or less of the Common Interests of all Residential Units, but there are not less than two (2) Unsold Residential Units and (z) zero, once the number of Unsold Residential Units falls below two (2) units.

In the case where there shall be more than one Unsold Residential Unit Owner, the allocation among the Unsold Residential Unit Owners (including Sponsor) of the right of the Unsold Residential Unit Owners, as a group, to designate Residential Members of the Condominium Board, as provided above, will be determined by one or more agreements among the Unsold Residential Unit Owners, which shall have been consented to in writing by the holder(s) of record of any and all mortgages of record on the affected Unsold Residential Unit(s) (collectively, "Applicable Unsold Residential Unit Mortgagee Consent"), but the Condominium will not be bound thereby unless such agreements are in writing and a copy thereof and of the Applicable Unsold Residential Unit Mortgagee Consent shall have been delivered to the Condominium Board no later than that date which is one (1) day prior to the date of the particular duly called meeting of the Unit Owners at which the members of the Condominium Board are to be elected or selected. An Unsold Residential Unit Owner (including Sponsor) which has obtained any Applicable Unsold Residential Unit Mortgagee Consent and which transfers one or more Unsold Residential Units, whether or not such owner retains one or more Unsold Residential Units, may transfer with such Unsold Residential Unit(s) the right to designate up to the lesser of the following (such lesser number, the "Unsold Residential Unit Transferor Designation Number"): (A) the number of Residential Members of the Condominium Board which all Unsold Residential Unit Owners (including Sponsor) as a group may designate, as provided above and (B) the number of Residential Members of the Condominium Board that the transferring Unsold Residential Unit Owner had the right to designate immediately prior to such transfer. Any such transferring Unsold Residential Unit Owner retaining one or more Unsold Residential Units may retain the right to designate a number of the Residential Members of the Condominium Board equal to the difference between the Unsold Residential Unit Transferor Designation Number applicable to such transferor and the number of Residential Members of the Condominium Board which such transferor assigned the right to designate to the transferee. Once a transferee of an Unsold Residential Unit has received from the transferor of such Unit the right to designate one or more Residential Members of the Condominium Board, then neither the consent nor the approval of the transferor, any of the transferor's successor or assigns nor the Condominium Board shall be required for such transferee's further assignment of such right to designate member(s) of the Condominium Board to any new transferee of an Unsold Residential Unit from such original transferee (but subject to compliance by such original transferee with the foregoing provisions of this paragraph pertaining to transfer by such original transferee of the right to designate Residential Members of the Condominium Board). A purchaser at foreclosure or deed in lieu of foreclosure with respect to an Unsold Residential Unit shall automatically acquire the rights of the (former) owner of such Unsold Residential Unit to designate Residential Members of the Condominium Board.

(f) As long as Unsold Residential Unit Owners (including Sponsor) continue to own at least twenty-five percent (25%) of the Residential Units during the five (5) years following the First Unit Closing, the Condominium Board will not be permitted, without the prior written consent of a Majority in Common Interest of Unsold Residential Unit Owners to:

(1) make any addition, alteration or improvement to the Common Elements or to any Unit, unless required by Applicable Law;

(2) assess any Common Charges or special assessments for the creation or replacement of, or the addition to, all or any part of a reserve, contingency or surplus fund in excess of the lesser of (i) five percent (5%) in the aggregate of the estimated General Common Expenses and Residential Limited Common Expenses for any one (1) fiscal year of operation or (ii) the maximum assessment permitted under Applicable Law;

(3) increase the number or change the type of employees from that described in the First Year Budget;

(4) enter into any service or maintenance contracts for work not covered in the First Year Budget;

(5) borrow money on behalf of the Condominium; or

(6) exercise a right of first refusal to lease or purchase a Unit.

Notwithstanding the foregoing, the Unsold Residential Unit Owners (including Sponsor) may not may exercise a veto over expenditures which: (i) conform to the First Year Budget and are for the period covered by the First Year Budget; or (ii) are required to comply with Applicable Law, including expenditures required to cure any notices of violations; or (iii) are necessary to remedy any work order by an insurer which is the responsibility of the Condominium Board to remedy.

(g) As used in these By-laws, the following terms shall have the respective meanings given to them below:

(1) "Applicable Law" means all applicable laws, statutes, treaties, rules, codes, ordinances, regulations of any Governmental Authority and, to the extent the Property, any Unit, any Unit Owner, Sponsor, any Sponsor Successor and/or the Condominium Board, as the case may be, is bound thereby or subject thereto, any judgments, decrees, injunctions, writs, orders, notices of violation or like action of any Governmental Authority, court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction.

(2) "Family Members" means and includes a spouse, child (by blood, marriage or adoption), parents (including step-parents or parents-in-law), grandchildren, siblings and grandparents.

(3) "First Unit Closing" shall mean the first date upon which title to a Unit is conveyed to a Purchaser pursuant to the terms of the Plan.

(4) "First Year Budget" means the projection of receipts and expenses of the Property for the first 12 months following the projected date of the First Unit Closing contained in the Section of the Plan entitled "Schedule B: Projected Budget for First Year of Condominium Operation."

(5) "Initial Control Period" shall mean the period commencing on the date of the First Unit Closing and ending on the earlier of (i) the closing of title with Purchasers under the Plan to Residential Units having more than fifty percent (50%) of the aggregate Common Interests appurtenant to all Residential Units or (ii) the fifth (5th) anniversary of the First Unit Closing.

(6) "Governmental Authority" means any federal, state, county, municipal, foreign, international, regional or other governmental authority, agency, board, body, instrumentality or court having jurisdiction.

(7) "Majority in Common Interest of Unsold Residential Unit Owners" shall mean those Unsold Residential Unit Owners whose Unsold Residential Units have, in the aggregate, more than 50% of the aggregate of the Common Interests allocated to all Unsold Residential Units, from time to time.

(7) "Person" means any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, limited liability company, organization, government or any department or agency thereof, or any other entity.

(8) "Purchaser" shall mean a Person or Persons buying a Unit under the Plan, whether for personal occupancy or use of the Purchaser or a Family Member or for rental or other investment purposes.

(9) "Sponsor Successor" means (i) any corporation or other entity which, through amalgamation, consolidation, or other legal succession becomes invested with the rights and assumes the burdens of Sponsor or (ii) any Person, who, at any time, (a) purchases from Sponsor or otherwise succeeds to (x) ten or more Units or (y) twenty percent (20%) or more of all Units in the Condominium or (z) all remaining Units then owned by Sponsor, and is designated as a Sponsor Successor by Sponsor and (b) is not purchasing such Units for his, her or its own occupancy or for occupancy by one or more of such Person's Family Members, and, in any case, shall also

include any nominee holding any Unit for the account of the Person referred to in clause (i) or (ii) above. The phrase "owned by" shall include owned by any such nominee.

(10) "Unsold Residential Unit" or "Unsold Residential Units" means any Residential Unit or Residential Units owned at the time in question by Sponsor or any Sponsor Successor. Any Unsold Residential Unit shall retain its status and character as an Unsold Residential Unit until: (i) it is no longer owned by Sponsor or any Sponsor Successor; (ii) it is occupied by a Unit Owner or a Family Member of a Unit Owner; or (iii) it is conveyed to a bona fide Purchaser for personal occupancy (by the Purchaser or a Family Member of the Purchaser). Further, a Residential Unit that is conveyed to Sponsor by a Purchaser who has elected to rescind his or her purchase of the Unit and receive a refund of the purchase price paid for the Unit as provided in the Plan shall thereupon once again become an Unsold Residential Unit.

(11) "Unsold Residential Unit Owner" means the owner of an Unsold Residential Unit.

**Section 9. Decisions of Unit Owners.** The vote of a Majority in Common Interest of Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except as otherwise provided in the Declaration or these By-Laws.

**Section 10. Majority in Common Interest of Unit Owners.** As used in these By-Laws the term "Majority in Common Interest of Unit Owners" shall mean those Unit Owners having more than fifty (50%) percent of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of Unit Owners determined in accordance with the provisions of Sections 8 and 11 of this Article III.

**Section 11. Exclusion from Computation of Common Interests.** For purposes of Section 5, 8, 9 and 10 of this Article III, the Common Interest of a Unit owned by the Condominium Board or its designee and the votes appurtenant thereto shall be excluded from any computation of the Common Interests of all Unit Owners, Unit Owners present at a meeting, or the total authorized votes of all Unit Owners.

## Article IV

## Officers

**Section 1. Designation.** 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 Condominium Board. The Condominium Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officer as in its judgment may be necessary. Any single person may hold any combination of offices except that the office of President and Vice President shall be held by different persons.

**Section 2. Election of Officers.** The officers of the Condominium shall be elected annually by the Condominium Board at its annual meetings except upon removal as provided below.

**Section 3. Removal of Officers.** Upon the affirmative vote of a majority of the members of the Condominium Board, an officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Condominium Board, or at any special meeting of the Condominium Board called for such purpose.

**Section 4. President.** The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and the Condominium Board. He shall have all of the general powers and duties which are incident to the office of President, including but not limited to the power to appoint committees from amongst the Unit Owners from time to time as he may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. The President shall be a member of the Condominium Board.

**Section 5. Vice President.** The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Condominium Board shall appoint some other member of the Condominium Board to act in place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Condominium Board or by the President.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board; he shall have charge of such books and papers as the Condominium Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

**Section 7. Treasurer.** The Treasurer 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, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Condominium Board, or the managing agent, in such depositories as may from time to time be designated by the Condominium Board, and he shall, in general, perform all the duties incident to the office of Treasurer.

**Section 8. Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any officer of the Condominium or by such other person or persons as may be designated from time to time by the Condominium Board.

**Section 9. Compensation of Officers.** No officer shall receive any compensation from the Condominium for acting as an officer of the Condominium.

## Article V

## Operation of the Property

**Section 1. Determination of Common Expenses and Fixing of Common Charges.**

(a) Except as otherwise provided in this Article V or elsewhere in these By-laws, all costs and expenses attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements, including, without limiting, accounting, legal, architectural, engineering or other professional or services fees (collectively, "General Common Expenses") shall be determined by the Condominium Board as set forth below, and shall be borne by all Unit Owners in accordance with the respective Common Interests of their respective Units. General Common Expenses shall also include all such other items provided for in the Declaration or these By-laws to be General Common Expenses. General Common Expenses shall also include such amounts as the Condominium Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the General Common Elements. The Condominium Board shall from time to time and at least annually prepare a budget to meet General Common Expenses and shall allocate and assess to all Unit Owners, pro rata in accordance with the respective Common Interests (except as may otherwise provided in the Declaration or these By-Laws) charges ("General Common Charges") to meet General Common Expenses. A Unit Owner shall be obligated to pay the General Common Charges assessed by the Condominium Board against such Unit Owner at such time or times as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, the General Common Charges assessed by the Condominium Board to meet General Common Expenses for a fiscal year of the Condominium shall be due and payable in equal monthly installments in advance on the first day of each month during such fiscal year. From time to time the Condominium Board may increase or decrease the amount of General Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of General Common Expenses for such fiscal year or any portion thereof. General Common Expenses shall include real estate taxes on the Property until the Units are separately assessed.

(b) Except as otherwise provided in this Article V or elsewhere in these By-laws, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Limited Common Elements (the "Residential Common Expenses") shall be determined by the Condominium Board and shall be borne solely by the Residential Unit Owners in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units. Residential Common Expenses shall include, without limitation, (i) the cost of staff necessary for the operating, repair and maintenance of the Residential Limited Common Elements and the cost of all other employees of the Condominium except only the cost of one non-resident superintendent and one handyman, the cost of which are part of the General Common Expenses as provided in Article V, Section 20 below, (ii) such amounts as the Condominium Board may deem proper for a general operating reserve or for a reserve for working capital or for

replacements with respect to the Residential Limited Common Elements, (iii) all expenses associated with the Superintendent's Unit or any other Residential Unit used as the residence of any building superintendent, including, without limitation, (1) all Common Charges attributable to the Superintendent's Unit or other such Residential Unit, as the case may be, (2) debt service on any note and mortgage given by the Condominium Board as part of the purchase price of such Superintendent's Unit or other such Residential Unit, (3) real estate taxes with respect to such Unit, (4) electricity, gas, telephone, water and any other utilities consumed in such Superintendent's Unit or other Residential Unit (except to the extent included in Common Charges) and (5) all costs and expenses for the repair, maintenance, alterations and improvements to such Superintendent's Unit or such other Residential Unit. The Condominium Board 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, in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units (except as otherwise provided in the Declaration or these By-Laws) charges ("Residential Common Charges"), to meet Residential Common Expenses. Such budgets shall include such amounts for reserves as the Condominium Board deems appropriate. A Residential Unit Owner shall be obligated to pay the Residential Common Charges assessed by the Condominium Board against such Unit Owner at such time or times as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, the Residential Common Charges assessed by the Condominium Board to meet Residential Common Expenses for a fiscal year of the Condominium shall be due and payable in equal monthly installments in advance on the first day of each month during such fiscal year. From time to time the Condominium Board may increase or decrease the amount of Residential Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Residential Common Expenses for such fiscal year or any portion thereof. As used in these By-Laws, "Percentage of Residential Common Interest" means, as applied to each Residential Unit or Storage Unit, as the case may be, the Common Interest attributable to such Residential Unit or Storage Unit, as the case may be, divided by the aggregate of the Common Interests attributable to all Residential Units and Storage Units.

(c) Except as otherwise provided in this Article V and elsewhere in these By-laws, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Commercial Limited Common Elements ("Commercial Common Expenses") shall be determined by (1) the Commercial Unit Owner, if there shall be only one Commercial Unit or (2) if there shall be more than one Commercial Unit Owner, then by the Commercial Board, if one shall then exist, or, if no Commercial Board shall then exist, by a Commercial Majority In Interest. The Commercial Common Expenses shall be borne solely by the Commercial Unit Owners in accordance with the respective Percentages of Commercial Common Interest of their respective Commercial Units (except to the extent payable from insurance proceeds or condemnation award(s) in accordance with these By-laws or as otherwise provided in the Declaration or these By-Laws). Notwithstanding anything to the contrary in this subparagraph (c), if a Commercial Limited Common Element or an Individual Commercial Limited Common Element benefits only certain Commercial Unit Owners and not all Commercial Unit Owners, then the costs of alteration, addition, repair, replacement and restoration thereto (except to the extent paid from insurance proceeds

or condemnation award(s) in accordance with these By-laws) shall be borne solely by those Commercial Unit Owners who benefit from the Commercial Limited Common Element or Individual Commercial Limited Common Element, as the case may be, in the proportion that the Common Interest of each benefitting Commercial Unit Owner bears to the Common Interest of all benefitting Commercial Unit Owners. Commercial Common Expenses shall also include such amounts as the Commercial Board or a Commercial Majority in Interest, as the case may be, may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Commercial Limited Common Elements. Commercial Common Expenses shall also include all such other times provided for in the Declaration or these By-Laws to be Commercial Common Expenses. The Commercial Board or Commercial Majority in Interest, as the case may be, shall from time to time and at least annually prepare a budget to meet Commercial Common Expenses and shall allocate and assess to the Commercial Unit Owners, in accordance with the respective Percentages of Commercial Common Interest of their respective Commercial Units, except as otherwise may be provided in the Declaration or these By-Laws, charges ("Commercial Common Charges") to meet Commercial Common Expenses. Such budgets shall include such amounts for reserves as the Commercial Board or Commercial Majority In Interest, as the case may be, deems appropriate. A Commercial Unit Owner shall be obligated to pay the Commercial Common Charges assessed by the Commercial Board or Commercial Majority In Interest, as the case may be, against such Unit Owner at such time or times as the Commercial Board or Commercial Majority In Interest, as the case may be, shall determine. From time to time the Commercial Board or Commercial Majority In Interest, as the case may be, may increase or decrease the amount of Commercial Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Commercial Common Expenses for such fiscal year or any portion thereof. As used in these By-laws, the term "Percentage of Commercial Common Interest" means, as applied to each Commercial Unit, the Common Interest attributable to such Commercial Unit divided by the aggregate of the Common Interests attributable to all Commercial Units.

As used herein, the term "Common Expenses" refers to, collectively, the General Common Expenses, the Residential Common Expenses and the Commercial Common Expenses. As used in these By-laws, the term "Common Charges" refers to, collectively, the General Common Charges, the Residential Common Charges and the Commercial Common Charges.

(d) The Condominium Board shall be obligated to inspect, maintain, repair and, as and when reasonably necessary, replace, the Residential Terraces (including, without limitation, the roof materials thereon) so that they are at all times free from leaks, in a condition that does not interfere with or adversely impact upon the use of the Commercial Units or any of them, and otherwise in good working order and condition (collectively, the "**Required Residential Terraces Roof Condition**"). The costs to maintain, repair and replace the Residential Terraces shall be a Residential Common Expense. The Condominium Board shall indemnify and hold the Commercial Unit Owners harmless from and against an claim, liability, damage, cost or expense incurred by the Commercial Unit Owners or any of them by reason of the failure of the Condominium Board to maintain the Residential Terraces in the Required Residential Terraces Roof Condition (including, without limitation, arising from leaking of water from the Residential

Terraces into any Commercial Unit below a Residential Terrace) or the failure of the Condominium Board or the Residential Unit Owners to comply with any of its obligations under this subparagraph (d). Without limiting the foregoing obligations, the Condominium Board shall be obligated to promptly comply with the requirements of the insurance company or companies providing insurance for the Condominium and the Commercial Units as well as all requirements of applicable law with respect to the Residential Terraces, shall promptly cure all notices of violation, if any, issued by any Governmental Authority with respect to the Residential Terraces or any portion thereof and shall promptly comply with all work orders of any such insurance companies with respect therewith. The Commercial Unit Owners shall have the right to inspect the Residential Terraces from time to time to verify that the Residential Terraces are being maintained in the required condition. If the Condominium Board fails to comply with any of its obligations under these By-laws or the Declaration with respect to the Residential Terraces or fails to maintain one or more Residential Terraces in the Required Residential Terraces Roof Condition, the Commercial Unit Owners shall be authorized, upon thirty (30) days written notice to cure by the Commercial Unit Owners to the Condominium Board and the failure of the Condominium Board to cure the condition within such period (except that no such notice shall be required in an emergency) to (but shall have no obligation to) enter upon the Residential Terraces and cure the condition which is the basis for such default and/or restore such Residential Terrace(s) to the Required Residential Terraces Roof Condition, including, without limitation, taking such temporary and emergency measures as such Commercial Unit Owners may deem necessary (collectively, the "**Commercial Unit Owners' Self Help Remedy**"). If there shall be a dispute as to (i) whether the Condominium Board has maintained the Roof Terraces in the Required Residential Terraces Roof Condition or has otherwise failed to comply with its obligations to the Commercial Unit Owners under this paragraph and/or (ii) whether the Commercial Unit Owners were entitled to exercise the Commercial Unit Owners' Self Help Remedy as provided above, such disputes shall be resolved by a court of competent jurisdiction. The cost of all repairs to and replacements of the Residential Terraces performed by the Commercial Unit Owners, together with interest thereon from the date incurred at the rate of 2.0% per month (but in no event in excess of the maximum rate permitted by law), shall be payable by the Condominium Board and assessed against Residential Unit Owners as a Residential Common Expense and if the Condominium Board shall fail to pay to the Commercial Unit Owners such monies, the Commercial Unit Owners paying for such repairs and replacements shall be entitled to offset against Common Charges otherwise payable by such Commercial Unit Owners to the Condominium Board, the cost of such repairs and replacements and interest thereon as provided above. The Commercial Unit Owners shall be entitled to obtain injunctive relief (including, without limitation the remedy of specific performance) against the Condominium Board if the Condominium Board shall fail to comply with its obligations under this paragraph (d). The cost of compliance with all of the obligations of the Condominium Board with respect to the Residential Terraces and otherwise under this subparagraph (d) (including, without limitation, under the indemnification provisions hereof in favor of the Commercial Unit Owner(s)) shall be borne solely by the Residential Unit Owners as a Residential Common Expense and no Commercial Unit Owner shall have any obligation or liability with respect thereto.

(e) The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any General Common

Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Condominium Board as agent for and on behalf of the Unit Owners, subject, however, to the rights of the Commercial Unit Owners to retain any rents, profits and revenues derived from their use, in accordance with the Declaration and these By-laws, of the Common Plaza Easement Zones. The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any Residential Limited Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Condominium Board as agent for and on behalf of the Residential Unit Owners. The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any Commercial Limited Common Element (as opposed to an Individual Commercial Limited Common Element) remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Commercial Board or Commercial Majority In Interest, as the case may be, as agent for and on behalf of the Commercial Unit Owners.

**Section 2. Insurance.** The Condominium Board shall be required to obtain and maintain, to the extent obtainable at reasonable rates, and to the extent determined by the Condominium Board to be appropriate, the insurance set forth below, and the premiums for such insurance shall be a General Common Expense except as otherwise may be provided in the Rules and Regulations and except that the premiums for worker's compensation and disability insurance for employees of the Condominium Board shall be allocated in accordance with the allocation of labor expenses pursuant to Article V, Sections 1(b) and 20 of these By-laws: (1) fire insurance with all risks extended coverage, vandalism and malicious mischief endorsements, insuring the Building (including all Units but excluding machinery, appliances, fixtures, furniture, furnishings or other personal property within a Unit), together with all service machinery contained therein and covering the interests of the Condominium, the Condominium Board and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to at least 80% of the full replacement value of the Building (exclusive of foundations and footings), without deduction for depreciation, and each of such policies of insurance shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Condominium Board and the Insurance Trustee hereinafter set forth; (2) worker's compensation insurance and New York State disability benefits insurance (if applicable); (3) comprehensive general liability coverage; (4) water damage insurance to the extent if any determined by the Condominium Board; (5) fidelity bond for managing agent to the extent if any determined by the Condominium Board; (6) errors and omissions insurance for members of the Condominium Board and officers to the extent if any determined by the Condominium Board; and (7) such other insurance as the Condominium Board may determine (including, without limitation, rent insurance in an amount equal to six months General Common Charges and six months Residential Common Charges, boiler and machinery insurance, plate glass insurance and elevator liability and collision insurance). To the extent not specified above, all such insurance shall be in such amount as the Condominium Board shall from time to time determine to be reasonable. All of such policies shall provide that adjustment of loss shall be made by the Condominium Board and all policies of physical damage insurance shall provide that the proceeds thereof, if $1,000,000.00 or less, shall be paid to the

Condominium Board, and if in excess of $1,000,000.00 shall be paid to the Insurance Trustee. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a General Common Expense of the Condominium.

All policies of physical damage insurance shall contain, if obtainable at reasonable rates, waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured or of pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all 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 mortgagees of Units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Condominium Board shall obtain an appraisal from a casualty insurance company or otherwise of the full replacement value of the Building (exclusive of foundations and footings), without deduction for depreciation, for the purpose of determining the amount of casualty insurance to be obtained pursuant to this Section.

Each Unit Owner may carry supplemental or additional insurance for his or her own benefit, provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such supplemental or additional insurance.

The liability insurance coverage required to be obtained by the Condominium Board as set forth above shall cover, to the extent possible, liability claims arising out of the Property, in such limits as the Condominium Board may from time to time determine, covering each member of the Condominium Board, the officers, the managing agent, if any, and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Condominium Board shall review such limits at least once each year.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board determines from time to time.

**Section 3. Repair or Reconstruction After Fire or Other Casualty.** In the event of damage to or destruction of the Building as a result of fire or other casualty (unless 75% or more of the Building is destroyed or substantially damaged and 75% or more in Common Interest of all Unit Owners do not, within sixty (60) days from the date of such damage or destruction, duly resolve to proceed with repair or restoration), the Condominium Board shall arrange for the prompt repair and restoration of the Building including the Units but excluding any machinery, appliances, furniture, furnishings (including wall, ceiling and floor decorations and coverings), fixtures or equipment in the Units, and the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the proceeds of the applicable insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a General Common

Expense. In the event the insurance proceeds exceed the cost of repair or restoration, such excess shall be divided by the Condominium Board or the Insurance Trustee, as the case may be, among the Unit Owners in accordance with the respective Common Interests of their respective Units after first paying to the Permitted Mortgagees of a Unit and any other holders of liens against the Unit (including the Condominium Board) out of the share of the Owner of such Unit, the amount of any unpaid liens on his or her Unit, in the order of their priority.

If 75% or more of the Building is destroyed or substantially damaged and 75% or more in Common Interest of all Unit Owners do not within sixty (60) days from the date of such damage or destruction, duly resolve to proceed with repair or restoration, the Property 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, together with the net proceeds of insurance policies, shall be divided by the Condominium Board or the Insurance Trustee, as the case may be, among all of the Unit Owners in accordance with the respective Common Interests of their respective Units, after first paying to the Permitted Mortgagees of a Unit and any other holders of liens against the Unit (including the Condominium Board) out of the share of the owner of such Unit, the amount of any unpaid liens on his or her Unit, in the order of priority of such liens.

**Section 5.** **Collection of Common Charges.** The Condominium Board shall assess General Common Charges against the Unit Owners from time to time, but at least monthly, and in an amount sufficient to cover its cash requirements for General Common Expenses for such period as it shall determine, but not less than the ensuing month, and shall take prompt action to collect any General Common Charges due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. The Condominium Board shall assess Residential Common Charges against the Residential Unit Owners from time to time, but at least monthly, and in an amount sufficient to cover its cash requirements for Residential Common Expenses for such period as it shall determine, but not less than the ensuing month, and shall take prompt action to collect any Residential Common Charges due from any Residential Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. Notwithstanding anything to the contrary set forth herein, if a Unit Owner owns more than one Unit, such Unit Owner shall have the right to designate, by notice to the Condominium Board or its Managing Agent, how a payment of Common Charges or a special assessment (or installment thereof), as the case may be, shall be allocated and credited as among the Units owned by such Unit Owner, which designation shall be binding upon the Condominium Board, provided that notice of such designation is received by the Condominium Board or its managing agent either with such payment or by separate notice received no later than fifteen (15) days after receipt of payment.

**Section 6.** **Default in Payment of Common Charges.** In the event any Unit Owner fails to make payment of any General Common Charges, Residential Common Charges or Commercial Common Charges, as the case may be, within fifteen (15) days of its due date (although nothing herein shall be deemed to extend the period within which such General Common Charges, Residential Common Charges or Commercial Common Charges, as the case may be, are to be paid), such Unit Owner shall be obligated to pay to the Condominium Board (in the case of General Common Charges or Residential

Common Charges) and to the Commercial Board or Commercial Majority In Interest, as the case may be (in the case of Commercial Common Charges) (a) a late charge at the rate of $.02 per dollar per month or any part thereof for all such overdue General Common Charges, Residential Common Charges or Commercial Common Charges, as the case may be, from the due date of such General Common Charges, Residential Common Charge or Commercial Common Charges, as the case may be, until paid, and (b) all costs and expenses, including, without limitation, reasonable attorneys' fees paid or incurred by the Condominium Board or Commercial Board (or Commercial Majority In Interest), as the case may be and/or another Unit Owner (or Commercial Unit Owner, in the case of Commercial Common Charges), in any proceeding brought to collect such unpaid General Common Charges, Residential Common Charges or Commercial Common Charges, as the case may be, in an action to foreclose the lien on such Unit arising from said unpaid General Common Charges, Residential Common Charges or Commercial Common Charges, as the case may be, as provided in Section 339-z of the Condominium Act, in the manner provided in Section 339-aa thereof, or in any other manner permitted by law. All such late charges and costs and expenses shall be added to, and shall constitute, General Common Charges, Residential Common Charges or Commercial Common Charges, as the case may be, payable by such Unit Owner. In addition, the Condominium Board shall have the right to levy against Unit Owners such just and appropriate fines as it deems advisable for noncompliance with any of the provisions of the Declaration, these By-Laws or the Rules and Regulations. All such fines shall be added to and shall constitute General Common Charges payable by such Unit Owner. In addition, the Commercial Board (or Commercial Majority In Interest, as the case may be) shall have the right to levy against Commercial Unit Owners such just and appropriate fines as it deems advisable for noncompliance with any of the provisions of the Declaration, these By-Laws or the Rules and Regulations, in each case, as pertaining solely to the Commercial Units or Commercial Limited Common Elements and all of such fines shall be added to and shall constitute Commercial Common Charges payable by such Commercial Unit Owner.

**Section 7. Foreclosure of Liens for Unpaid Common Charges.** In any action by the Condominium Board to foreclose a lien on a Unit for unpaid General Common Charges or Residential Common Charges, as the case may be, or by the Commercial Board (or Commercial Majority In Interest, as the case may be), to foreclose a lien on a Commercial Unit for unpaid Commercial Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of his or her Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. A suit to recover a money judgment for unpaid General Common Charges or Residential Common Charges, as the case may be, in the case of a suit by the Condominium Board, or a suit to recover a money judgment for unpaid Commercial Common Charges, in the case of a suit by the Commercial Board (or Commercial Majority In Interest, as the case may be) shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficiency. The Commercial Board or the Commercial Majority In Interest, as the case may be, shall have, on account of the failure of a Commercial Unit Owner to

timely pay Commercial Common Charges, all of the rights and remedies against a defaulting Commercial Unit Owner as the Condominium Board has herein against a Unit Owner on account of such Unit Owner's failure to pay General Common Charges or Residential Limited Common Charges, as the case may be. At its sole option and election, the Commercial Board or Commercial Majority In Interest, as the case may be, may at any time and from time to time, request (which request may be revoked at any time) that the Condominium Board act as its agent to collect Commercial Common Charges and/or enforce the remedies of the Commercial Board (or the Commercial Majority In Interest as the case may be) against a defaulting Commercial Unit Owner, in which event, the Condominium Board shall have the power (and shall be obligated to exercise such power at the direction of the Commercial Board or Commercial Majority In Interest, as the case may be, until such time as such power may be revoked in the discretion of the Commercial Board or Commercial Majority in Interest, as the case may be) to exercise on behalf of the Commercial Board or Commercial Majority In Interest, as the case may be (but at no cost or expense to the Commercial Unit Owners or to the Commercial Board) all of the rights and remedies of the Commercial Board or Commercial Majority In Interest, as the case may be, against a defaulting Commercial Unit Owner by reason of its failure to timely pay Commercial Common Charges, including, without limitation, the power to foreclose the lien for unpaid Commercial Common Charges.

No Unit Owner shall be liable for the payment of any part of the Common Charges against his or her Unit accruing subsequent to a sale or other conveyance by him of such Unit, together with its Appurtenant Interest, provided that no violation of any provision of the Declaration or these By-Laws then exists with respect to such Unit. Any Unit Owner may, by conveying his or her Unit and its Appurtenant Interest to the Condominium Board, or its designee, corporate or otherwise, exempt himself from the liability for Common Charges accruing after such conveyance, subject to the terms and conditions of these By-Laws, provided that at the time of such conveyance (a) such Unit is free and clear of liens and encumbrances other than a Permitted Mortgage and the statutory lien for Common Charges and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit. A Purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except as hereinafter provided. A purchaser of a Unit at a foreclosure sale with respect to a Permitted Mortgage against such Unit shall not be liable, and such Unit shall not be subject to a lien, for the payment of Common Charges, accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. In addition, a Unit conveyed by deed in lieu of foreclosure to a Permitted Mortgagee or its nominee shall not be subject to a lien, for the payment of Common Charges, accrued and unpaid against such Unit prior to such acquisition of such Unit. However, the owner of such Unit prior to the foreclosure sale (or deed in lieu of foreclosure, as the case may be) shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale.

**Section 8.** **Statement of Common Charges.** The Condominium Board shall promptly provide any Unit Owner, so requesting the same in writing, with a written statement of all unpaid Common Charges due from such Unit Owner.

**Section 9. Maintenance and Repairs.**

(a) Each Unit Owner shall maintain his or her Unit in good working order and condition, ordinary wear and tear excepted. All maintenance, repairs and replacements in or to any Unit (other than maintenance of and repairs to any General Common Elements or Limited Common Elements contained in the Unit), any installations to the exterior of the Building made by any Unit Owner, and any electrical, plumbing, heating and air conditioning fixtures in the Unit (other than those constituting General Common Elements or Residential Limited Common Elements), whether structural or nonstructural, ordinary or extraordinary (including, without limitation, painting and decoration of the Unit), shall be performed by the Unit Owner of such Unit, at the Unit Owner's sole cost and expense, except as provided in Section 12 hereof and except as set forth below. All repairs and replacements shall be of a quality or class equal to the original work or construction. Each Unit Owner shall give the Condominium Board prompt notice of any defect in the plumbing, heating and electrical systems in his or her Unit after actual notice thereof by such Unit Owner. Each Unit Owner shall perform such construction, alterations or improvements to its Unit and the Common Elements as from time to time shall be necessary to render its occupancy of such Unit lawful. The exterior surface of all windows deemed a part of a Unit shall be washed and cleaned by the owner thereof.

(b) Subject to the rights of the Commercial Unit Owner(s) and Declarant as set forth in the Declaration and these By-laws, all maintenance of, replacement of and repairs to the exterior walls of the Building and the General Common Elements shall be performed by the Condominium Board and charged as a General Common Expense, as provided in these By-laws. Notwithstanding the foregoing (but without limiting a Commercial Unit Owner's rights under the Declaration and the By-Laws to make repairs, alterations and replacements to its Unit and to the storefronts adjacent thereto), prior to commencement of any work, repair, maintenance or replacement of exterior walls by the Condominium Board, the Commercial Unit Owners shall be notified by the Board of Managers and, to the extent that such proposed work shall affect the storefronts adjacent to a Commercial Unit, the Condominium Board shall not, without the prior written consent of the owner of such Commercial Unit, alter the appearance of such storefronts and, in the event that any such storefronts shall be damaged in the course of such work by the Condominium Board, the Condominium Board shall restore such storefronts to their appearance as existing prior to the commencement of such work. All maintenance of, replacement of and repairs to the Residential Limited Common Elements shall be performed by the Condominium Board and charged as a Residential Common Expense, as provided in these By-laws. In making such repairs or replacements, the Condominium Board or its designee shall make all reasonable efforts (i) to minimize any interference with the Unit Owners' use and enjoyment of and business conducted in their Units and (ii) to conceal in the walls, floors or ceilings, or if not feasible, box in without materially reducing usable areas of the affected Unit or its ceiling height, any pipes or conduits installed by the Condominium Board.

(c) All maintenance of, replacement of and repairs to the Commercial Limited Common Elements shall be performed by the Commercial Unit Owners (or the Commercial Board if one shall then exist) and charged as a Commercial Common Expense as provided in these By-Laws. In making such repairs or replacements, the Commercial

Unit Owners (or Commercial Board, as the case may be) or their designee shall make all reasonable efforts (i) to minimize any interference with the Unit Owners' use and enjoyment of and business conducted in their Units and (ii) to conceal in the walls, floors or ceilings, or if not feasible, box in without materially reducing usable areas of the affected Unit or its ceiling height, any pipes or conduits installed by the Commercial Unit Owners (or Commercial Board) or their designees.

(d) If any maintenance of, replacement of or repairs to the Property or any part thereof are necessitated by the negligence of (i) any Unit Owner, his or her tenants or visitors or occupants of the Unit, then the entire cost thereof shall be borne by such Unit Owner and shall be assessed by the Condominium Board against such Unit Owner as a Common Charge or (ii) the Condominium Board, then the entire cost thereof shall be a General Common Expense.

**Section 10. Performance of Unit Owners' Obligations and Injunctive Relief.** If any Unit Owner defaults in any of his or her obligations under the Declaration, these By-Laws or the Rules and Regulations other than the obligation to pay Common Charges, then in such event the Condominium Board may send to such Unit Owner a notice specifying the default. If within thirty (30) days after the service of such notice upon the Unit Owner, such Unit Owner fails to cure such default or, in the case of a default not reasonably susceptible to cure within such period, fails to commence to cure such default within such thirty (30) day period and thereafter prosecute such cure to completion with due diligence, then the Condominium Board or its designee may enter the Unit and cure such default and the Condominium Board shall be entitled to seek injunctive relief against such defaulting Unit Owner. All sums expended and all costs and expenses incurred in connection with the curing of such default 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 added to and shall constitute a Common Charge against such Unit Owner.

**Section 11. Additions, Alterations or Improvements by the Condominium Board.** Except as otherwise provided in the Declaration or these By-Laws, (x) all alterations, additions, improvements or repairs in or to any General Common Elements shall be made by the Condominium Board and the costs and expenses thereof shall be charged to all Units Owners as a General Common Expense, (y) all alterations, additions, improvements or repairs in or to the Commercial Limited Common Elements shall be made by the Commercial Board (or Commercial Majority In Interest) and the costs and expenses thereof shall be charged to all Commercial Unit Owners accordance with the respective Percentages of Commercial Common Interest of their respective Commercial Units and (z) all alterations, additions, improvements or repairs in or to the Residential Limited Common Elements shall be made by the Condominium Board and the costs and expenses thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, that is, in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units. Whenever in the judgment of the Condominium Board, the General Common Elements shall require additions, alterations or improvements costing in excess of $500,000.00 in the aggregate in any fiscal year, then such additions, alterations or improvements shall not be made unless first approved by Unit Owners owning Units having an aggregate Common Interest of in excess of 66-2/3 percent

of the Common Interests of all the Units and a majority of the Mortgage Representatives (provided that Mortgage Representatives shall have been designated in accordance with these By-Laws and the Condominium shall have received prior written notice thereof); provided that no such approval shall be required for (1) facade repair and/or alteration work in the interests of safety (as determined by the Condominium Board) or in compliance with Local Law 11 of 1998 (or any successor or replacement law or statute), (2) roof replacements or (3) any addition, alteration or improvement paid for by Sponsor. Any additions, alterations or improvements to the General Common Elements costing in the aggregate $500,000.00 or less in any fiscal year may be made by the Condominium Board without the approval of the Unit Owners provided same are reasonably necessary to the operations of the Property as a first class building and to the uses to which it is then subject. The cost and expense of any addition, alteration or improvement to the General Common Elements shall, except as otherwise provided in the Declaration and these By-Laws, including without limitation the Rules and Regulations thereunder, constitute part of the General Common Expenses. Whenever in the judgment of the Condominium Board, the Residential Limited Common Elements shall require additions, alterations or improvements costing in excess of $500,000.00 in the aggregate in any fiscal year, then such additions, alterations or improvements shall not be made unless first approved by Residential Unit Owners owning Units having an aggregate Common Interest of in excess of 66-2/3 percent of the Common Interests of all the Residential Units and Storage Units and a majority of the Mortgage Representatives with respect to the Residential Units and Storage Units (provided that Mortgage Representatives shall have been designated in accordance with these By-Laws and the Condominium shall have received prior written notice thereof); provided that no such approval shall be required for (1) replacement of any roofs which are a part of the Residential Limited Common Elements (including the Residential Terraces) or (2) any addition, alteration or improvements paid for by Sponsor.. Any additions, alterations or improvements to the Residential Limited Common Elements costing in the aggregate $500,000.00 or less in any fiscal year may be made by the Condominium Board without the approval of the Residential Unit Owners provided same are reasonably necessary to the operations of the Residential Limited Common Elements as part of a first class building and to the uses to which it is then subject. The cost and expense of any addition, alteration or improvement to the Residential Limited Common Elements shall, except as otherwise provided in the Declaration and these By-Laws, including without limitation the Rules and Regulations thereunder, constitute part of the Residential Common Expenses. Whenever in the judgment of the Commercial Board or Commercial Majority In Interest, as the case may be, the Commercial Limited Common Elements shall require additions, alterations or improvements costing in excess of $150,000.00 in the aggregate in any fiscal year, then such additions, alterations or improvements shall not be made unless first approved by Commercial Unit Owners owning Units having an aggregate Common Interest of in excess of 66-2/3 percent of the Common Interests of all the Commercial Units and a majority of the Mortgage Representatives (provided that Mortgage Representatives shall have been designated in accordance with these By-Laws and the Condominium shall have received prior written notice thereof) with respect to the Commercial Units. Any additions, alterations or improvements to the Commercial Limited Common Elements costing in the aggregate $150,000.00 or less in any fiscal year may be made by the Commercial Board or Commercial Majority In Interest, as the case may be, without the approval of the Commercial Unit Owners provided same are reasonably necessary to the operations of the Commercial Limited Common Elements

as part of a first class commercial and residential building and to the uses to which it is then subject. The cost and expense of any addition, alteration or improvement to the Commercial Limited Common Elements shall, except as otherwise provided in the Declaration and these By-Laws, including without limitation, the Rules and Regulations thereunder, constitute part of the Commercial Common Expenses. In making any of the foregoing described additions, alterations and improvements, the Condominium Board or Commercial Board (or Commercial Majority In Interest), as the case may be, shall make all reasonable efforts (i) to minimize any interference with the Unit Owners' use and enjoyment of and any business conducted in their Units and (ii) to conceal in the walls, floors or ceilings or if not feasible, box in without materially reducing usable areas of the affected Unit or its ceiling height, any pipes or conduits installed by the Condominium Board or Commercial Board (or Commercial Majority In Interest), as the case may be.

**Section 12. Additions, Alterations or Improvements by Unit Owners.** Except as permitted in the Declaration:

(a) – No Residential Unit Owner (other than Sponsor, any Unsold Residential Unit Owner or any of their respective designees) shall make any structural addition, alteration or improvement (or non-structural addition, alteration or improvement affecting a Common Element) in or to his or her Residential Unit or Storage Unit, without the prior written consent thereto of the Condominium Board, which consent shall not be unreasonably withheld. In no event shall such addition, alteration or improvement be performed in violation of the certificate(s) of occupancy for the Building or otherwise in violation of law. The Condominium Board shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration or improvement in such Residential Unit Owner's Residential Unit or Storage Unit, as the case may be, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Condominium Board to the proposed addition, alteration or improvement. Any application to any department of the City of New York or to any other Governmental Authority for a permit to make an addition, alteration or improvement in or to any Unit permitted hereunder shall be executed by the Condominium Board, without, however, incurring any liability on the part of the Condominium Board to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

(b) Subject to the provisions of subparagraph (d) below, no Residential Unit Owner (other than Sponsor, any Unsold Residential Unit Owner or any of their designees) shall, without obtaining the prior written consent of the Condominium Board construct any additions to the exterior of his or her Unit (including the exterior walls of the Building encompassing the Unit), make structural changes to any of the Common Elements, or excavate or otherwise alter Common Elements, whether such Common Elements be located in, under or adjacent to the Building.

(c) Notwithstanding anything to the contrary contained in these By-laws, each of the Commercial Unit Owners, shall have the right, without the consent of the Condominium Board or any Unit Owner (but if there shall then be more than one Commercial Unit in the Building, with the consent only of the Commercial Board (or a

Commercial Majority In Interest, as the case may be), which consent shall not be unreasonably withheld), to make alterations, additions and improvements whether structural or non-structural, interior or exterior, ordinary or extraordinary, in and to or upon its Commercial Unit, the storefronts adjacent to such Commercial Unit, the section of the building facade on the exterior of the portion of such Commercial Unit at the retail level(s) and street level(s) of the Building and the Commercial Limited Common Elements.

(d) Notwithstanding anything to the contrary contained in these By-laws, Sponsor, Unsold Residential Unit Owners and their respective designees shall have the right, without the consent of the Condominium Board or any Unit Owner to make alterations, additions and improvements whether structural or non-structural, interior or exterior, ordinary or extraordinary, in and to or upon Unsold Residential Units.

(e) If, as a result of a Unit Owner (including, without limitation, Sponsor, any Sponsor Successor or a Commercial Unit Owner) making alterations, additions and improvements to such Unit Owner's Unit, Common Elements that the Condominium Board is responsible to maintain shall be damaged, such Unit Owner shall be obligated to repair such damage as soon as reasonably practicable following demand by the Condominium Board, failing which the Condominium Board may repair same and charge such Unit Owner for expenses incurred therefor as a Common Charge. Any dispute concerning the obligation of a Unit Owner to repair such damage or its liability to the Condominium Board for expenses incurred therefor shall be resolved by a court of competent jurisdiction.

(f) Nothing contained in this Section 12 is intended to limit the rights of the Commercial Unit Owners, Sponsor, its designees or the Unsold Residential Unit Owners under Section 9 of the Declaration.

**Section 13. Right of Access.** A Unit Owner shall give access to his or her Unit to the Condominium Board, the manager and/or the managing agent and/or any other person(s) authorized by the Condominium Board, the manager or the managing agent, for the purpose of (i) making inspections or for the purpose of correcting any condition originating in his or her Unit and threatening another Unit or a Common Element, (ii) performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his or her Unit or elsewhere on the Property, (iii) correcting any condition which violates the provisions of any mortgage covering another Unit, (iv) removing violations of governmental laws or regulations against any part of the Property, and (v) curing any defaults under the Declaration and the By-Laws, provided that in each case, except as provided below, the requests for entry are made at least one (1) day in advance. Such right of access shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business in or use of the Unit. In the case of an emergency, such right of access shall be immediate, without advance notice and may occur whether the Unit Owner is present at the time or not. The foregoing shall not be deemed as prohibiting a Unit Owner from having a representative present when such access is given to the Condominium Board.

**Section 14. Rules and Regulations.** Annexed hereto as Schedule A and made a part hereof are rules and regulations concerning the use of the Units and the Common

Elements (such rules and regulations as amended from time to time are sometimes herein referred to as the "Rules and Regulations"). Except as provided in the Declaration, the Condominium Board (acting by a majority vote of its members) may from time to time amend such Rules and Regulations in such manner as shall be reasonably necessary for the proper operation of the Building, except that (i) a Majority in Common Interest of Unit Owners may overrule the Condominium Board with respect to any such amendment and (ii) no such amendment may be made without the prior written consent of any (x) a majority of the Mortgage Representatives (provided that Mortgage Representatives shall have been designated in accordance with these By-Laws and the Condominium shall have received prior written notice thereof), which consent shall not be unreasonably withheld or delayed, and (iii) no amendment may be made which may have an adverse affect on the Commercial Unit Owners, Sponsor, any Unsold Residential Unit Owner or their designees, or the Units owned by any of them, unless approved in writing by such Commercial Unit Owners, the Sponsor, such Unsold Residential Unit Owner or their its designees, as the case may be. Copies of such Rules and Regulations as amended shall be furnished by the Condominium Board to each Unit Owner not less than thirty (30) days prior to the effective date thereof. The terms "amend," "amended" or "amendment," as used in this Section, shall also mean deleting or adopting a rule or regulation.

**Section 15. Real Estate Taxes.** Except as provided below, until the Units are separately assessed for real estate tax purposes, the Condominium Board as agent of the Unit Owners shall promptly pay all real estate taxes levied with respect to the Property as a General Common Expense and the General Common Charges collected from Unit Owners to meet this General Common Expense shall be earmarked for this purpose. The fact that a Unit Owner may have established escrow deposit(s) with such Unit Owner's mortgage lender for the payment of real estate taxes by such mortgage lender with respect to such Unit Owner's Unit, shall not release such Unit Owner from such Unit Owner's responsibility to timely pay (or cause its mortgage lender to pay), by such date as may be determined by the Condominium Board, such Unit's pro rata portion (based upon such Unit's Common Interest) of such portion of the General Common Charges assessed for the purpose of payment of real estate taxes. If, prior to the separate assessment of the Units for real estate tax purposes, the Condominium Board shall fail to timely pay all or any portion of the real estate taxes levied with respect to the Property, Sponsor and each other Unsold Residential Unit Owner shall have the right (but not the obligation) to pay such taxes not timely paid and the Condominium Board shall reimburse Sponsor or other Unsold Residential Unit Owner, as the case may be, upon demand, for the amount of such taxes so paid, plus interest thereon until paid in full, at a rate of interest equal to prime rate as announced from time to time by Citibank, N.A.

**Section 16. Utilities.**

(a) The Condominium Board shall promptly pay all of the cost of electricity, gas and water (and appurtenant sewer charges) (collectively, the "Utilities" and, individually, a "Utility") consumed at the Property, exclusive of any Direct Metered Utility Consumption (the "Non-Direct Metered Consumption). Except as otherwise specifically provided in this Section and regardless of any submetering or direct metering that may exist from time to time (except

as otherwise specifically provided in this Section), (A) the cost of such Utilities (exclusive of the Direct Metered Utility Consumption, as defined below) shall be a General Common Expense and borne by all Unit Owners in accordance with the respective Common Interests of their respective Units and (B) the cost of all Direct Metered Utility Consumption (i) with respect to a particular Unit shall be paid by the owner of such Unit directly to the applicable supplier(s) of the Utility or Governmental Authority payee, as the case may be, (ii) with respect to the Residential Limited Common Elements, if any, shall be a Residential Common Expense and paid by the Residential Unit Owners in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units and (iii) with respect to the Commercial Limited Common Elements, if any, shall be a Commercial Common Expense and paid by the Commercial Unit Owners in accordance with the respective Percentages of Commercial Common Interest of their respective Commercial Units.

(b) Notwithstanding the foregoing, from and after the time that the Commercial/Residential Utilities Severance Condition shall be satisfied,

(1) All Unit Owners shall pay, to the Condominium Board within fifteen (15) days after billed, in accordance with the respective Common Interests of their respective Units, the cost of the Utilities consumed within the General Common Elements (including without limitation the cooling towers located therein);

(2) The Residential Unit Owners shall pay, to the Condominium Board within fifteen (15) days after billed, in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units, the cost of the Residential Section Utilities Consumption, exclusive of any Direct Metered Utility Consumption of the Residential Units (and each Residential Unit Owner shall pay, if applicable, the cost of any Direct Metered Utility Consumption consumed within such owner's Residential Unit (and Storage Unit, if applicable) directly to the applicable supplier(s) of the Utility or Governmental Authority payee, as the case may be); provided, however, that if and when the Individual Residential Metered Condition shall be met with respect to all of the Utilities,

(i) the Residential Section Utilities Consumption of each Utility within each Residential Unit (or Storage Unit, if applicable) shall be paid for solely by the owner of such Residential Unit (or Storage Unit, if applicable) in accordance with actual submetered (or direct metered) consumption of such Unit, such payment to be made to the Condominium Board (within fifteen (15) days after billed) or directly to the applicable supplier of such Utility (or Governmental Authority payee), as the case may be; and

(ii) the cost of such Utility consumed within the Residential Limited Common Elements shall be paid by all Residential Unit Owners in accordance with the respective Percentages of Residential Common Interests of their respective Residential Units and Storage Units.

(3) The Commercial Unit Owners shall pay, in accordance with the respective Percentages of Commercial Common Interest of their respective Commercial Units, the cost of the Commercial Section Utilities Consumption, exclusive of any Direct Metered Utility Consumption of the Commercial Units (and each Commercial Unit Owner shall pay, if applicable, the cost of any Direct Metered Utility Consumption consumed within its Commercial Unit directly to the applicable supplier(s) of the Utility or Governmental Authority payee, as the case may be); provided, however, that if and when the Individual Commercial Metered Condition shall be met with respect to a particular Utility,

(i) the Commercial Section Utilities Consumption of such Utility within each Commercial Unit shall be paid for solely by the owner of such Commercial Unit in accordance with actual submetered (or direct metered) consumption of such Unit, such payment to be made to the Condominium Board (within fifteen (15) days after billed) or directly to the applicable supplier of such Utility (or Governmental Authority payee), as the case may be; and

(ii) the cost of such Utility consumed within the Commercial Limited Common Elements shall be paid by all Commercial Unit Owners in accordance with the respective Percentages of Commercial Common Interest of their respective Commercial Units.

(c) As used herein, the following terms shall have the respective meanings given them below:

(1) "Direct Metered Utility Consumption"shall mean the consumption of a Utility within a Unit, Residential Limited Common Elements or Commercial Limited Common Elements, as the case may be, the consumption of which is directly metered and billed by the utility supplier (or Governmental Authority payee) to the owner(s) of such Unit or the party (including, without limitation, a tenant) consuming such Utility, as the case may be.

(2) "Commercial/Residential Utilities Severance Condition" shall mean the separate metering by submetering and/or direct metering of all of the Utilities with respect to each of the following as a group (1) the entire Residential Section, (2) the entire Commercial Section and (3) the General Common Elements. Any further submetering or direct metering within any of the foregoing groups (for example, individual metering of Residential Units) shall not mean or imply that the Commercial/Residential Utilities Severance Condition has not been met; provided, however, that unless all Utilities shall be separately metered (submetered and/or direct metered) as to each of the foregoing groups, the Commercial/Residential Utilities Severance Condition shall not be deemed to have been met. Surveys of utility usage by any utility consumption expert or otherwise shall not be accepted as a substitute for actual metering and shall have no affect on the allocation of the costs of Utilities.

(3) "Commercial Section Utilities Consumption" shall mean the amount of one or more Utilities (as the context requires) consumed within the Commercial Section.

(4) "Residential Section Utilities Consumption" shall mean the amount of one or more Utilities (as the context requires) consumed within the Residential Section.

(5) "Individual Commercial Metered Condition" shall mean the separate and complete metering by submetering and/or direct metering, with respect to a particular Utility, of each of the respective Commercial Units. The Individual Commercial Metered Condition may be satisfied as to one or more Utilities but will not be deemed satisfied unless the Commercial/Residential Utilities Severance Condition shall also be satisfied (as to all Utilities). Surveys of utility usage by any utility consumption expert or otherwise shall not be accepted as a substitute for actual metering and shall have no affect on the allocation of the costs of Utilities.

(6) "Individual Residential Metered Condition" shall mean the separate and complete metering by submetering and/or direct metering of each of the respective Residential Units (and Storage Units, if applicable) with respect to all of the Utilities. The Individual Residential Metered Condition will not be deemed satisfied unless the Commercial/Residential Utilities Severance Condition shall also be satisfied. Surveys of utility usage by any utility consumption expert or otherwise shall not be accepted as a substitute for actual metering and shall have no affect on the allocation of the costs of Utilities.

Whenever reference is made in this Section to payment of costs of Utilities, such costs shall be deemed to include, without limitation all utility taxes, surcharges and other taxes and charges relating thereto, including, without limitation, the costs of the utility commodity

and all additional fees and charges for delivery, distribution or transport of the utility commodity.

(d) The Condominium Board shall have the right, power and authority to (1) effect submetering (or direct metering) of the Utilities as required to meet the Commercial/Residential Utilities Severance Condition and the cost of such submetering (and/or direct metering) shall be a General Common Expense, to be borne by all Unit Owners in accordance with the respective Common Interests of their respective Units, (2) effect submetering (and/or direct metering) as required to meet the Individual Residential Metered Condition with respect to the Utilities and the cost of such submetering (and/or direct metering) shall be a Residential Common Expense, to be borne by all Residential Unit Owners in accordance with the respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units and (3) at the request of a Commercial Majority in Interest or the Commercial Board, as the case may be, effect submetering (and/or direct metering) as required to meet the Individual Commercial Metered Condition with respect to one or more Utilities and the cost of such submetering (and/or direct metering) shall be a Commercial Common Expense, to be borne by all Commercial Unit Owners in accordance with the respective Percentages of Commercial Common Interest of their respective Commercial Units. No Residential Unit Owner shall have the right, without the prior written consent of the Condominium Board, to cause his or her Residential Unit (or Storage Unit, if applicable) to be submetered or directly metered as to any Utility. The Commercial Majority in Interest (or Commercial Board, as the case may be) shall have the full right, power and authority, without the consent of the Condominium Board or any Unit Owner, to effect submetering and/or direct metering of one or more Utilities (including, without limitation, electricity) with respect to all or any portion of the Commercial Section; provided, however, that (i) such submetering (and/or direct metering) unless done at the request of the Condominium Board or in connection with effecting the Commercial/Residential Utilities Severance Condition, shall be a Commercial Common Expense and (ii) such submetering (and/or direct metering) shall not affect the allocation of the costs of Utilities except as expressly provided in this Section 16. Each Commercial Unit Owner shall have the right, at its sole cost and expense, to effect submetering and/or direct metering of its Commercial Unit or any portion thereof) without the consent of the Condominium Board or any Unit Owner and any difference in cost between the cost paid by a Commercial Unit Owner for a Utility and the cost therefor charged to any tenant or occupant of any portion of such Commercial Unit shall be the property of such Commercial Unit Owner and neither the Condominium Board nor any other Unit Owner shall have any right to share in any such profit or difference in cost.

(e) A Unit Owner shall not exceed the capacity of existing electrical feeders, risers or wiring installations and shall not use any electrical equipment which, in the reasonable opinion of the Condominium Board, will overload such

feeders, risers or installations. Notwithstanding the foregoing, one or more Commercial Unit Owners shall have the right to install additional electric feeders, risers, wiring installations, equipment and/or Facilities so as bring additional electrical capacity or power to their respective Commercial Units and/or the Commercial Limited Common Elements; provided that (i) the cost of such feeders, risers, installations, equipment and Facilities shall be borne solely by such Commercial Unit Owners and (ii) all electricity delivered by such feeders, risers, installations, equipment and/or Facilities shall be separately metered and the costs thereof shall be borne by such respective Commercial Unit Owners. The Condominium Board may also elect to bring additional electrical capacity or power to the Building (including, without limitation, by the installation of additional electric feeders, risers, wiring installations, equipment and/or Facilities) to service the Residential Section, in which case (i) the cost of the installation of such additional capacity, feeders, risers, installations, equipment and Facilities shall be borne by the Residential Unit Owners as a Residential Common Expense and (ii) the cost of all electricity delivered by such feeders, risers, installations, equipment and/or Facilities shall be borne by the Residential Unit Owners in accordance with their respective Percentages of Residential Common Interest of their respective Residential Units and Storage Units; subject, however, to the provisions of this Section 16 which apply from and after the satisfaction of the Individual Residential Metered Condition.

(f) Prior to the satisfaction of the Commercial/Residential Severance Condition, adjustments to a Commercial Unit Owner's share of the cost of all Utilities consumed at the Building for a particular period may be made in the manner provided below.

(1) Notwithstanding anything to the contrary contained in this Section 16, if, based upon the results of surveys of consumption of not less than all the Utilities as conducted by a qualified independent expert for each Utility retained by the Condominium Board (collectively, the "**Condominium Board Utility Expert**"), the sum of :

(A) the total cost of all Utilities as a whole consumed during a Reassessment Period (defined below) within a particular Commercial Unit, but excluding, however, all Direct Metered Utility Consumption with respect to such Commercial Unit and

(B) the pro rata share (based on such Commercial Unit's Percentage of Commercial Common Interest) of the total cost of all Utilities consumed within the Commercial Limited Common Elements during such Reassessment Period (the sum of the total costs under clause "(A)" above and this clause "(B)," the "**Total Commercial Unit's Utilities Cost**")

shall exceed the total amount required to be paid to the Condominium Board with respect to such Commercial Unit (based upon its Common Interest percentage as provided above) on account of all Utilities with respect to such Reassessment Period (the "**Total Utilities Payment**"), the difference shall be payable by the owner of such Commercial Unit within 60 days after demand by the Condominium Board therefor (a "**Board Utilities Payment Demand**"), which demand shall include all survey results, supporting documentation and such other documentation as such owner may reasonably request, unless the Commercial Unit Owner shall, prior to the expiration of such 60 day period, give notice to the Condominium Board of a Commercial Unit Owner Utilities Cost Challenge (defined below) and provides the determination of the Commercial Unit Owner Utility Expert (defined below) as to Total Commercial Unit's Utilities Cost for the applicable Reassessment Period not more than120 days after the giving of the Board Utilities Payment Demand. However, if the Total Utilities Payment with respect to a Commercial Unit for a Reassessment Period shall exceed the Total Commercial Unit's Utilities Cost for such Unit for such period (whether on the basis of the determination of the Condominium Board Utility Expert or as otherwise determined in the manner set forth in subparagraph's (2) and (3) below), the Condominium Board shall pay to the Commercial Unit Owner the amount of the difference not more than 60 days after receiving notice of the determination of the Total Commercial Unit's Utilities Costs in the manner set forth in subparagraphs (2) and (3) below and if such payment shall not be made, the Commercial Unit Owner may offset such amounts due against all General Common Charges payable by such owner on account of the Commercial Unit and any and all other sums due and owing by such Commercial Unit Owner to the Condominium Board. As used herein, the term "**Reassessment Period**" shall mean (i) initially, the period commencing on the date of the first closing of the sale of a Residential Unit pursuant to the Condominium Offering Plan with respect to the Property and ended on the last day of the calendar year in which such closing occurs and (ii) thereafter, each period coinciding with each succeeding calendar year, but, in each case, exclusive of any period commencing on or after the date, if any, that the Commercial/Residential Utilities Severance Condition shall be satisfied. The Condominium Board need not pursue the obtaining of determinations available under this Section 16(f) as to whether or not a Commercial Unit Owner shall have paid to the Condominium Board on account of Utilities with respect to a Commercial Unit not less than the Total Commercial Unit's Utilities Cost with respect to such Unit or to retain a Condominium Board Utility Expert to make any such determination, the decision to obtain such determinations being in the sole and absolute discretion of the Condominium Board. If, however, the Condominium Board shall fail to give a Board Utilities Payment Demand with respect to a Commercial Unit, for a particular

Reassessment Period, within 180 days after the end of such Reassessment Period, the Condominium Board shall have no right to make a Board Utilities Payment Demand with respect such Commercial Unit as pertaining to such Reassessment Period or to challenge the amount paid by the owner of such Commercial Unit for Utilities with respect to such Unit for such Reassessment Period.

(2) Notwithstanding the foregoing, if a Commercial Unit Owner believes that (i) the Total Commercial Unit's Utilities Cost for a Commercial Unit owned by such owner, as determined by the Condominium Board Utility Expert for a particular Reassessment Period, is or may be too high and wishes to challenge such determination by the Condominium Board Utility Expert (such a challenge, in the manner hereinafter provided, a "**Commercial Unit Owner Utilities Cost Challenge**") and/or (ii) the Total Utilities Payment, with respect to such owner's Commercial Unit for a Reassessment Period, for which a Condominium Board Utility Expert shall not have yet issued a determination of Total Commercial Unit's Utilities Cost, exceeds the Total Commercial Unit's Utilities Cost for such period with respect to such Unit, such owner shall, in each case, have the right to retain a qualified independent expert for each Utility (collectively, "**Commercial Unit Owner Utility Expert**") to conduct surveys of consumption of all the Utilities with respect to such Unit (and the Commercial Limited Common Elements) for the particular Reassessment Period and the determination of the Commercial Unit Owner Utility Expert as to Total Commercial Unit's Utilities Costs for such period shall be provided to the Condominium Board together with all supporting documentation, whereupon the Total Commercial Unit's Utilities Cost shall be determined in the manner hereinafter provided. If there shall then be no determination by a Condominium Board Utility Expert on Total Commercial Unit's Utilities Costs for the Commercial Unit for the Reassessment Period that is the subject of a determination by the Commercial Unit Owner Utility Expert, the Condominium Board shall have the right to challenge the determination of the Commercial Unit Owner Utility Expert as to Total Commercial Unit's Utilities Cost ("**Condominium Board Utilities Cost Challenge**") by both giving notice to the applicable Commercial Unit Owner of the Board's intent to so challenge, within 60 days after notice of the determination of the Commercial Unit Owner Utility Expert, and providing the determination of the Condominium Board Utility Expert with respect thereto not more than 120 days after receipt by the Condominium Board of notice of such determination of the Commercial Unit Owner Utility Expert. Failure by the Condominium Board to both send such a notice of a Condominium Board Utilities Cost Challenge and provide such determination of the Condominium Board Utility Expert, within the applicable respective time periods set forth above, shall be deemed acceptance of the determination of the Commercial Unit Owner Utility Expert, which determination shall be

binding upon the Condominium Board. If a party accepts the determination of the other party's expert as to the portion of the Total Commercial Unit's Utilities Costs pertaining to one or more Utilities for the applicable Reassessment Period, such party may, accordingly, limit its Commercial Unit Owner Utilities Costs Challenge or Condominium Board Utilities Cost Challenge, as the case may be, to the portion of the Total Commercial Unit's Utilities Costs as pertains to the balance of the Utilities.

(3) If the Condominium Board Utility Expert and the Commercial Unit Owner Utility Expert can not agree as to amount of the Total Commercial Unit's Utilities Cost as pertains to a Utility for a particular Reassessment Period, then, upon notice by either the Condominium Board or the Commercial Unit Owner to the other party, the Condominium Board Utility Expert for such Utility and the Commercial Unit Owner Utility Expert for such Utility shall designate a third qualified independent expert for such Utility (**"Third Utility Expert"**) whose determination shall be conclusive and binding upon the Condominium Board and the Commercial Unit Owner as to the portion of the Total Commercial Unit's Utilities Costs as pertains to that Utility; provided that only the determination of Total Commercial Unit's Utilities Costs (i.e. for all Utilities as a whole and not on an individual Utility basis ) shall determine whether there has been an overpayment or underpayment by the Commercial Unit Owner on account of Utilities. Notwithstanding the foregoing, if the determination by the Third Party Expert of the portion of the Total Commercial Unit's Utilities Costs, as pertaining to a particular Utility, shall be either greater or less than both (i) the portion of the Total Commercial Unit's Utilities Costs, as pertaining to such Utility, as determined by the Condominium Board Utility Expert and (ii) the portion of the Total Commercial Unit's Utilities Costs, as pertaining to such Utility, as determined by the Commercial Unit Owner Utility Expert, such determination by the Third Utility Expert shall be disregarded and in its place the average of (i) portion of the Total Commercial Unit's Utilities Costs as pertaining to such Utility as determined by the Condominium Board Utility Expert and (ii) portion of the Total Commercial Unit's Utilities Costs as pertaining to such Utility as determined by the Commercial Unit Owner Utility Expert shall be deemed the portion of the Total Commercial Unit's Utilities Costs as pertaining to such Utility and shall be deemed conclusive and binding upon the Condominium Board and the Commercial Unit Owner; provided that only the determination of Total Commercial Unit's Utilities Costs (i.e. for all Utilities as a whole and not on an individual Utility basis ) shall determine whether there has been an overpayment or underpayment by the Commercial Unit Owner on account of Utilities. Upon final determination of Total Commercial Unit's Utilities Costs in the manner provided above, the party entitled to payment may send to the other demand for payment, which

payment shall be made not more than 60 days after the making of such demand.

(4) The fees of and other costs and expenses associated with the Third Utility Expert shall be borne one-half by the Condominium Board and one-half by the Commercial Unit Owner. The fees and other costs of the Condominium Board Utility Expert shall be borne solely by the Condominium Board and the fees and other costs of the Commercial Unit Owner Utility Expert shall be borne solely by the particular Commercial Unit Owner retaining such expert. The Condominium Board and the Commercial Unit Owner shall fully cooperate with each other in connection with any Condominium Board Utilities Costs Challenges and Commercial Unit Owners Utilities Costs Challenges and all surveys and related activities involved in the determination of Total Commercial Unit's Utilities Costs by the Condominium Board Utility Expert and the Commercial Unit Owner Utility Expert, including, without limitation affording access to the Building and the Commercial Unit for such purposes.

(5) Nothing contained in this Section 16(f) is intended to govern the determination of whether or not there has been an overpayment or underpayment by a Commercial Unit Owner with respect to the costs of Utilities with respect to such owner's Commercial Unit with respect to any period commencing on or after the satisfaction of the Commercial/Residential Utilities Severance Condition.

**Section 17. Building Condenser Water System.** The Condominium shall at all times furnish condenser water to (A) the Commercial Units and (B) the Main Lobbies and certain limited additional and appurtenant areas (outside the Commercial Section) currently served thereby (collectively, the "Non-Commercial Use Areas"), provided, however that:

(A) the Condominium shall not be required to install any condenser water pipes or risers beyond the existing Building Condenser Water System; provided that Sponsor or the Commercial Unit Owners shall have the right, at their sole cost and expense, to install pipes, risers and related equipment for purposes of connecting to or drawing condenser water from the Building Condenser Water System for used by portions of the Commercial Unit(s) and Commercial Limited Common Elements not then served by the existing Building Condenser Water System or to draw additional condenser water to areas then already served by the Building Condenser Water System.

(B) The Condominium Board shall not draw, for use by the Ruppert Non-Commercial Use Areas or Yorkville Non-Commercial Use Areas, as the case may be (or any other portion of the Property outside of the Commercial Section), any condenser water in excess of the Permitted Condenser Water Load (as hereinafter defined) applicable to the Ruppert Non-Commercial Use Areas or Yorkville Non-Commercial Use Areas, as the case may be.

(C) No Commercial Unit Owner shall draw any condenser water in excess of the Permitted Condenser Water Load applicable to its Commercial Unit(s).

(D) No condenser water shall be furnished to any Residential Units or Storage Units from the Building Condenser Water System and no Residential Unit Owner shall draw any condenser water therefrom.

Except as otherwise expressly provided above, the Condominium Board shall be responsible for the maintenance, repair, alteration and improvement of the Building Condenser Water System and all costs and expenses in connection therewith and/or in connection with providing condenser water, including, without limitation, the costs of electricity and water consumed by the Building Condenser Water System, shall be a General Common Expense.

As used herein, the term "Building Condenser Water System"shall mean the condenser water producing equipment and distribution system, currently furnishing condenser water to the Non-Commercial Use Areas of the Building and certain areas within the Commercial Units, including without limitation, the cooling towers located within the General Common Elements (but excludes any cooling tower(s) located within a Commercial Unit or the Commercial Limited Common Elements) and the condenser water risers connected thereto, together with any condenser water riser(s), related pipes and equipment connected to such system hereafter installed by the Condominium Board, the Sponsor or the Commercial Unit Owners in accordance with the provisions of these By-laws. The portion of the Building Condenser Water System located within the Ruppert Towers Building is referred to herein as the "Ruppert Building Condenser Water System". The portion of the Building Condenser Water System located within the Yorkville Towers Building is referred to herein as the "Yorkville Building Condenser Water System". As used herein, the term "Permitted Condenser Water Load" shall mean,

(1) with respect to the Non-Commercial Use Areas located within the Ruppert Towers Building (the "Ruppert Non-Commercial Use Areas") or the Yorkville Towers Building (the "Yorkville Non-Commercial Use Areas"), as the case may be, the product of (y) 25.0% and (z) the capacity of the Ruppert Building Condenser Water System or Yorkville Building Condenser Water System, as the case may be; and

(2) with respect to the portion of the Commercial Section located within the Ruppert Towers Building or Yorkville Towers Building, as the case may be, the product of (y) 75.0% and (z) the capacity of the Ruppert Building Condenser Water System or Yorkville Building Condenser Water System, as the case may be.

The allocation among the Commercial Units of the Permitted Condenser Water Load of the Commercial Section (as provided above) shall be the initial allocation as set forth in a notice given by the Commercial Unit Owners to the Condominium Board, as such allocation may be modified by transfers from time to time as hereinafter provided. Any Commercial Unit Owner may transfer to (i) any Commercial Unit or (ii) the Ruppert Non-Commercial Use Areas or Yorkville Non-Commercial Use Areas, as the case may be, all or any part of its entitlement to condenser water, for such price, if any, and on such other terms as such Commercial Unit Owner and the owner of the benefitted Commercial Unit

(or the Condominium Board, in the case of a transfer to the Ruppert Non-Commercial Use Areas or Yorkville Non-Commercial Use Areas, as the case may be) may agree and, in such case, the term "Permitted Condenser Water Load" shall mean the aforesaid allocation as adjusted upward or downward, as the case may be, by such transfer. Any Commercial Unit Owner making such a transfer shall notify the Condominium Board thereof in writing, including the Unit from which the transfer is being made, the Unit to which the transfer is being made and the amount transferred. The Condominium Board shall maintain a register of all of such transfers. Likewise, the Condominium Board may transfer to any Commercial Unit(s) all or any part of the entitlement of the Ruppert Non-Commercial Use Areas or Yorkville Non-Commercial Use Areas, as the case may be, to condenser water (for such price and on such other terms as the owner of such Commercial Unit(s) and the Condominium Board may agree to) and, in such case, the term "Permitted Condenser Water Load" with respect to the Non-Commercial Use Areas (the Ruppert Non-Commercial Use Areas or Yorkville Non-Commercial Use Areas, as the case may be) and with respect to such Commercial Unit(s), respectively, shall mean the aforesaid allocation as adjusted upward or downward, as the case may be, by such transfer.

The foregoing provisions of this Section 17 shall not be applicable to any separate condenser water obtained by a Commercial Unit Owner, in its discretion, from a source other than from the Building Condenser Water System including without limitation from any cooling tower located within one or more Commercial Units. No Commercial Unit Owner shall be required to obtain all or any part of its Commercial Unit's condenser water from the Condominium or through the Building Condenser Water System and a Commercial Unit Owner may, to the extent that Service Equipment therefor now exists or is hereafter installed by such Commercial Unit Owner as permitted by the Declaration and/or By-laws, obtain all or any part of its condenser water other than from the Building Condenser Water System.

**Section 18. Vault Charges.** All license fees and all periodic taxes and charges for vaults or other protrusions beyond the Building line assessed against the Property shall be fairly and equitably apportioned by the Condominium Board between or among the Units having the right to use such vault or other protruding space.

**Section 19. Interruption in Utilities.** The Condominium Board shall have the right to interrupt all utilities for the purposes of dealing with accidents, strikes and repairs, alterations, improvements, and the like. The Condominium Board shall have no liability to any Unit Owner for any such interruption. However, the Condominium Board shall make all reasonable efforts to minimize the extent of such interference.

**Section 20. Labor Expenses.** Notwithstanding anything to the contrary contained in these By-Laws, the Commercial Unit Owners shall not bear any share of the cost of any employee of the Condominium except only that they shall bear a pro rata share (in accordance with the respective Common Interests of their respective Commercial Units) of the cost of only one non-resident superintendent and one handyman, the cost of which shall be part of the General Common Expenses.

**Section 21. Facilities Non-Discrimination Requirements.** Without limiting the obligations of the Condominium Board under applicable law, to the extent and for so long

that any Commercial Unit or any portion thereof shall be the subject of an outstanding lease, from time to time, with a subdivision of the United States Government, the United State Postal Service or any other Governmental Authority which requires compliance with Facilities Non-Discrimination Requirements (as defined below) or similar requirements with respect to Facilities at the Property, the Condominium Board shall abide by all of such requirements as they pertain to the Common Elements. As used herein, "Facilities Non-Discrimination Requirements" means that the Condominium Board may not discriminate by segregation or otherwise against any person or person because of race, religion, color, age, sex or national origin in furnishing, or by refusing to furnish, to such person or person the use of any Facility including any and all services, privileges, accommodations and activities provided thereby. As used above, the term "Facility" means stores, shops, restaurants, cafeterias, restrooms and any other facility of a public nature at the Property.

## Article VI

## Selling, Leasing and Mortgaging of Units

**Section 1. Notice to Condominium Board.** A Unit Owner who mortgages his or her Unit shall notify the Condominium Board of the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. Subject to the priority of the lien of a Permitted Mortgage with respect to all unpaid sums due under such Permitted Mortgage and such other rights, if any as may appertain to a Permitted Mortgagee under Sections 339-z of the Real Property Law of the State of New York, the rights of any mortgagee of a Unit shall be subordinate to the terms and provisions of the Declaration, By-Laws and Rules and Regulations, including, without limitation, the provisions of Section 9 of the Declaration, and any such mortgage that fails to provide for such subordination shall nonetheless be deemed to provide for such subordination; provided that no revocation or amendment to Section 339-z of the Real Property Law of New York shall affect such lien priority. Although no further instrument shall be required to effectuate such subordination, each mortgagee of a Unit, by accepting such mortgage, agrees to execute and deliver any instruments and documents requested to be executed and delivered by the Condominium Board in connection with the confirmation of such subordination, and, in the event such mortgagee fails to execute and deliver any such instruments or documents, its acceptance of such mortgage shall be deemed to constitute its appointment of the Condominium Board as its true and lawful attorney-in-fact in its name, place and stead to execute and deliver any such instruments and documents, such power being coupled with an interest. A Unit Owner who satisfies a mortgage covering his or her Unit shall also notify the Condominium Board thereof and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Condominium Board shall maintain the information received pursuant to this Section 1 in a book entitled "Mortgages of Units."

**Section 2. Notice of Default and Unpaid Common Charges.** Whenever so requested in writing by the mortgagee of a Unit, the Condominium Board shall promptly report to such mortgagee any default in the payment of Common Charges or any other

default by the Unit Owner of such Unit under the provisions of the Declaration or these By-Laws, which default may to the Condominium Board's knowledge then exist. The Condominium Board, when giving notice to a Unit Owner of any such default, shall also send a copy of such notice to each holder of a mortgage covering such Unit whose name and address shall have theretofore been furnished to the Condominium Board.

**Section 3. Performance by Mortgagees.** The Condominium Board shall accept payment of any sum or performance of any obligation by any mortgagee of a Unit Owner required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations with the same force and effect as though paid or performed by such Unit Owner.

**Section 4. Examination of Books.** Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more than once a month.

**Section 5. Selling and Leasing.** Except as provided in Section 10 of this Article VI no Residential Unit Owner may sell or lease his or her Residential Unit or Storage Unit without complying with the following provisions (the "Right of First Refusal Provisions"):

Any such Residential Unit Owner who receives a bona fide offer to (a) purchase his or her Unit covered by the provisions of this Section 5 ("Offeree Unit") together with its Appurtenant Interest or (b) lease his or her Offeree Unit (such offer to purchase or lease an Offeree Unit, as the case may be, is called an "Offer", the party making any such Offer is called an "Offeror" and the owner of the Offeree Unit to whom the Offer is made is called an "Offeree"), which he intends to accept shall give notice by certified or registered mail to the Condominium Board of the receipt of such Offer. Said notice shall also state the name and address of the Offeror, the terms of the proposed transaction (including, but not limited to, the intended closing date in the event of a purchase or the intended occupancy date in the event of a lease) and such other information as the Condominium Board may reasonably require. The giving of such notice to the Condominium Board shall constitute an offer by such Unit Owner to sell (or lease, as the case may be) his or her Offeree Unit to the Condominium Board, or its designee, on behalf of all other Unit Owners, upon the same terms and conditions as contained in such Offer and shall also constitute a representation and warranty by the Offeree who has received such Offer, to the Condominium Board on behalf of all Unit Owners, that such Offeree believes the Offer to be bona fide in all respects. The Offeree shall submit in writing such further information with respect thereto as the Condominium Board may reasonably request. Not later than fifteen (15) days after receipt of such notice together with such further information as may have been requested, the Condominium Board may elect, by sending written notice to such Offeree before the expiration of said fifteen (15) day period, by certified or registered mail, to purchase such Offeree Unit together with its Appurtenant Interest or to lease such Offeree Unit, as the case may be (or to cause the same to be purchased or leased by its designee), on behalf of all Unit Owners, upon the same terms and conditions as contained in the Offer and as stated in the notice from the Offeree.

If the Condominium Board shall timely elect to purchase such Offeree Unit together with its Appurtenant Interest or to lease such Offeree Unit, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed at the office of the attorneys for the Condominium Board, in accordance with the terms of the Offer, within forty-five (45) days after the giving of notice by the Condominium Board of its election to accept the aforesaid Offer, and the Condominium Board shall then be required to perform or cause to be performed all of the terms of the Offer (except as otherwise expressly set forth in this Article VI) including, but not limited to, payment of a Down Payment or advance rentals and security deposits, or closing of title or acceptance of occupancy, as the case may be and such closing of title or the commencement of the term of the lease shall be on the date set forth in the notice to the Condominium Board referred to in this Section 5 of Article VI as the intended closing date or commencement date, as the case may be. If pursuant to such Offer, the Offeror was to assume, or take title to the Offeree Unit subject to, the Offeree's existing mortgage or mortgages, the Condominium Board may purchase the Offeree Unit and assume, or take title to the Offeree Unit subject to, said existing mortgage or mortgages, as the case may be. At the closing, the Offeree, if such Offeree Unit together with its Appurtenant Interest is to be sold, shall convey the same to the Condominium Board or its designee, corporate or otherwise, on behalf of all other Unit Owners, by deed in the form required by Section 339-0 of the Real Property Law of the State of New York with all tax and/or documentary stamps affixed at the expense of such Offeree, who shall also pay all other taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interest, if any, and Common Charges shall be apportioned between the Offeree and the Condominium Board, or its designee, corporate or otherwise, as of the closing date. In the event such Offeree Unit is to be leased, the Offeree shall execute and deliver to the Condominium Board, or its designee, a lease between the Offeree, as landlord, and the Condominium Board, or its designee, as tenant, covering such Offeree Unit, for the rental and term contained in such Offer.

If the Condominium Board, or its designee shall fail to accept such Offer within fifteen (15) days after receipt of notice, as aforesaid, the Offeree shall have an additional ninety (90) days (immediately following such fifteen 15 day period) to accept the Offer by executing and delivering a contract or lease, as the case may be. If the Offeree shall not, within such ninety (90) day period, accept in writing the Offer or if the Offeree shall accept the Offer within such ninety (90) day period but such sale or lease, as the case may be, shall not be consummated on or before the intended closing date or commencement date of the term of the lease, as the case may be, which is set forth in the notice to the Condominium Board referred to in this Section 5 of Article VI, then, should such Offeree thereafter elect to sell or lease such Offeree Unit, as the case may be, the Offeree shall be required to comply again with all the terms and provisions of this Section.

Any deed to an Offeror shall be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, these By-Laws and the Rules and Regulations, as the same may be amended from time to time.

Any lease executed in connection with the acceptance by an Offeree of any Offer to lease an Offeree Unit shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Condominium Board, that the tenant shall not assign his or her interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Condominium Board and that the Condominium Board shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of (i) a default by tenant in the performance of its obligations under such lease or (ii) a foreclosure of the lien granted by Section 339-ż of the Real Property Law of the State of New York.

Any lease executed by the Condominium Board as tenant shall provide that the Condominium Board may enter into a sublease of the premises without the consent of the landlord.

Any purported sale or lease of an Offeree Unit in violation of this Section 5 of Article VI shall be voidable at the election of the Condominium Board and if the Condominium Board shall so elect, the Offeree shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing), in the name of the said Offeree as the purported landlord. Said Offeree shall reimburse the Condominium Board for all expenses (including, without limitation, attorneys' fees and disbursements) incurred in connection with such proceedings.

Without limiting, the Condominium Board's right to lease a Unit from a Unit Owner in accordance with the above Right of First Refusal Provisions, any lease offered to the Condominium Board pursuant to such provisions shall comply with the Minimum Lease Term Requirement (as defined below).

**Section 6.** **One Year Minimum Lease Term For Residential Units**. Unless approved by the Condominium Board in its sole discretion, no Residential Unit Owner, other than Sponsor or its designee, may enter into a lease for a Residential Unit or any other agreement or arrangement (involving the payment of money or other consideration) for the occupancy or permitting the occupancy of a Residential Unit, in each case, for a term or period of less than one (1) year, not including any renewal terms or renewal periods that may be provided for. The foregoing one year requirement is referred to herein as the "Minimum Lease Term Requirement."

**Section 7.** **Consent of Unit Owners to Purchase or Lease of Offeree Units by Condominium Board Not Required.** The Condominium Board may, in its discretion, exercise any option herein above set forth to purchase or lease any Offeree Unit without the prior approval of a Majority in Common Interest of Unit Owners. and shall have the right to release or waive such option without the prior approval of a Majority in Common Interest of Unit Owners.

**Section 8.** **No Severance of Ownership**. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his or her Unit without

including therein its appurtenant Common Interest, it being the intention 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 interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Common Interest appurtenant to any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interest is appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units. Nothing in this Section shall prohibit the lease of any Unit without the simultaneous lease of its appurtenant Common Interest.

**Section 9. Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common.** If any Unit shall be acquired by the Condominium Board, 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 acquired Unit.

**Section 10. Financing of Purchase of Offeree Units by Condominium Board.** The purchase of any Offeree Unit by the Condominium Board or its designee, on behalf of all Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Condominium Board. If the funds in such account are insufficient to effectuate any such purchase, the Condominium Board may levy an assessment against each Unit Owner, in accordance with the respective Common Interests of their respective Units, as a Common Charge, and/or the Condominium Board may, in its discretion, finance the acquisition of such Offeree Unit, provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Offeree Unit to be purchased together with its Appurtenant Interest.

**Section 11. Exceptions; Notice of Transfer of Unit Occupied by Non-Purchasing Tenant.** The provisions of Section 5 of Article VI shall not apply to (A) any Commercial Unit or any condominium units created by subdivision or combination of a Commercial Unit from time to time, or any part thereof, (B) any Unsold Residential Unit or any Storage Unit owned by Sponsor or any Sponsor Successor, (C) any Unit transferred by a Unit Owner by gift, devise, will or intestacy, or (D) any lease, sale or conveyance of any Offeree Unit together with its Appurtenant Interest by (1) the Unit Owner thereof to his or her spouse, adult children, parents, adult siblings or to any one or more of them or to any affiliate of the Unit Owner thereof; (2) any Commercial Unit Owner, Sponsor, any Unsold Residential Unit Owner or any of their respective designees; (3) the Condominium Board; or (4) the sale, transfer or lease of a Unit by or to a mortgagee or its nominee (including, without limitation, a foreclosure sale); provided, however, that each succeeding Offeree shall be bound by, and his or her Offeree Unit subject to, the provision of this Article VI. The term "affiliate", when used with respect to any Unit Owner, means an individual who (or entity which) owns more than 50% of the legal or beneficial interest in such Unit Owner, or any entity in which such Unit Owner owns more than a 50% interest, legal or beneficial. The owner of a Residential Unit occupied by a Non-Purchasing Tenant who transfers ownership to such Unit will cause such Non-Purchasing Tenant and the Condominium Board to receive prompt notification of such transfer of ownership (other than in the case of a transfer to the Non-Purchasing Tenant with respect to such Unit) and

the Condominium Board will retain and make available such information to affected Non-Purchasing Tenants. As used herein, the term "Non-Purchasing Tenant" has the same meaning as given such term in the Plan.

**Section 12. Gifts and Devises, etc.** Any Unit Owner shall be free to convey or transfer his or her Unit by gift, or may devise his or her Unit by will or have his or her Unit pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit subject to, the provisions of this Article VI.

**Section 13. Payment of Assessments.** No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or lease his or her Unit unless and until he shall have paid in full to the Condominium Board all unpaid Common Charges theretofore assessed by said Condominium Board against such Unit and until such Unit Owner shall have satisfied all unpaid liens against his or her Unit, other than any mortgages.

**Section 14. Mortgage of Units.** Each Unit Owner shall have the right to mortgage his or her Unit without restriction. However, the Unit Owner shall comply with the provisions of Section 1 of this Article VI.

**Section 15. Permitted Mortgage.** The term "Permitted Mortgagee" shall mean a holder of a Permitted Mortgage. The term "Permitted Mortgage" shall mean any first mortgage of record against a Unit.

**Section 16. Mortgage Representatives.** The term "Mortgage Representatives" shall mean the representatives of the holders of all mortgages encumbering Units, designated by the holders of "Institutional Mortgages" (defined below) in accordance with the terms of this Article VI, Section 16.

Except as otherwise provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Condominium Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against his or her mortgagor. In the event that any such consent or approval shall be expressly required pursuant to the terms of the Declaration or these By-Laws, the decision of a majority of the Mortgage Representatives, if any, designated pursuant to the terms of this Section 16 of Article VI, shall be deemed binding on the holders of all mortgages encumbering Units.

The holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages may, if they so elect designate not more than three Mortgage Representatives by giving written notice thereof to the Condominium Board, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or these By-Laws. Any designation of a Mortgage Representative pursuant to the terms of this Article VI, Section 16, shall not be effective unless and until written notice of such designation shall have been given to the Condominium Board; provided that any such designation with respect to which such notice shall have been given shall be effective until any successor Mortgage Representative is designated pursuant to the terms hereof and written notice thereof is

given to the Condominium Board. Unless otherwise required by law, no holders of mortgages encumbering Units other than holders of Institutional Mortgages shall be entitled to participate in the designation of Mortgage Representatives, but all holders of mortgages encumbering Units shall be subject to all determinations made by the Mortgage Representatives pursuant to the terms of the Declaration or these By-Laws.

The term "Institutional Mortgage" shall mean a Permitted Mortgage covering one or more Units and the initial holder of which is either the Sponsor, an Unsold Residential Unit Owner or an Institutional Lender (as hereinafter defined). The term "Institutional Lender" shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust or mortgage trust or (ii) a federal, state, municipal, teachers' or union employee, welfare, pension or retirement fund or system having assets in excess of $300,000,000, in each case doing business in the State of New York; or (iii) any Governmental Authority including an agency of the City or State of New York.

**Section 17. Non-Disturbance Agreement.** The Condominium Board, at the request of the owner of a Commercial Unit, will enter into one or more nondisturbance, subordination and attornment agreements, each with a tenant of such owner (each, a **"Non-Disturbance Agreement"**), each of which agreements shall provide, among other things, that (i) the tenant acknowledges that its lease is subordinate to the Declaration, (ii) the Condominium Board agrees that the rights of the tenant under such tenant's lease, including its rights to possession of the premises covered by the lease, will not be disturbed by the Condominium Board if there shall be a default by such Unit Owner under these By-laws or the Declaration and that such tenant's lease will continue in effect in such event, provided, however, that such tenant is not in default of its obligations under its lease, (iii) the Condominium Board shall accept payment of any sum or performance of any obligation required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration or these By-Laws from or by such tenant with the same force and effect as though paid or performed by such Unit Owner and (iv) such other terms as may be requested by such Unit Owner provided that they are reasonable or customary in subordination, non-disturbance and attornment agreements generally. Notwithstanding the foregoing, the Condominium Board shall have no obligation to enter into or deliver a Non-Disturbance Agreement unless (1) the owner of such Commercial Unit is not in default in the payment of any Common Charges payable to the Condominium Board and is not otherwise in breach of its obligations to the Condominium Board under the Declaration and By-Laws and (2) the owner of such Commercial Unit shall pay all reasonable costs and expenses of the Condominium Board, including reasonable attorneys' fees and expenses, incurred in connection with any request for a Non-Disturbance Agreement pursuant to this Section 17.

## Article VII

## Eminent Domain

**Section 1. Condemnation.** In the event of a taking in condemnation or by eminent domain of part or all of the **Common Elements**, the award made for such taking

shall be payable to the Condominium Board if such award amounts to $1,000,000.00 or less, and to the Insurance Trustee if such award amounts to more than $1,000,000.00. If 75% or more in Common interest of all Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Condominium Board shall arrange for the repair and restoration of such Common Elements, and the Condominium Board, or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If the net proceeds of any such award are insufficient to cover the cost of any repairs or restorations, the deficit will be a General Common Expense. If 75% or more in Common Interest of all Unit Owners do not duly and promptly approve the repair and restoration of such Common Elements, or if there are excess proceeds remaining after such repair or restoration, then in such event the Condominium Board, or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these By-Laws. In the event of a partial taking by condemnation or by eminent domain which results in a disproportionate taking of the space of each Unit so that one Unit is left with proportionately less space compared to the other Unit than was the case prior to such taking, then the Common Interests of the Unit Owners shall be equitably adjusted by the Condominium Board.

**Section 2. Awards for Trade Fixtures and Relocation Allowances.** Where all or a part of the Condominium is taken in condemnation or by eminent domain, each Unit Owner shall have the exclusive right to claim all of the award made for trade fixtures installed by such Unit Owner, and any relocation, moving expense or other allowance of a similar nature designed to facilitate relocation of a displaced business concern.

## Article VIII

## Records

**Section 1. Records and Audits.** The Condominium Board or the managing agent shall keep detailed records of the actions of the Condominium Board and the managing agent, minutes of the meetings of the Condominium Board, 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, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against each Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual financial statement prepared in accordance with generally accepted accounting principles, certified by an independent certified public accountant, shall be rendered by the Condominium Board to all Unit Owners and to all mortgagees of Units who have requested the same, within four (4) months after the end of each fiscal year. The cost of such report shall be paid by the Condominium Board as a General Common Expense.

## Article IX

## Miscellaneous

**Section 1. Notices.** All notices hereunder shall be sent by registered or certified mail to the Condominium Board c/o the managing agent, or if there be no managing agent, to the office of the Condominium Board or to such other address as the Condominium Board may hereafter designate from time to time, by notice in writing to all Unit Owners and to all mortgagees of Units. All notices to any Unit Owner shall be sent by registered or certified mail to the Property or to such other address as may have been designated by him from time to time, in writing, to the Condominium Board. All notices shall be deemed to have been given or served when sent as provided above as of the date of mailing, except notices of change of address which shall be deemed to have been given when received.

**Section 2. Severability.** If any provision of these By-Laws is invalid or unenforceable against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

**Section 3. 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 hereof.

**Section 4. Gender.** The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 5. Waiver.** No restriction, condition, obligation or provision contained in these By-Laws including without limitation the Rules and Regulations 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.

**Section 6. Title to Units.** Title to Units may be taken in the name of an individual, the names of two or more persons as tenants in common, joint tenants or tenants by the entireties, in the name of a corporation, partnership, limited liability company, association, trustee or other legal entity, or any combination of any of the foregoing.

**Section 7. Successors and Assigns.** The rights and/or obligations of the Unit Owners as set forth in these By-Laws and the Declaration shall inure to the benefit of and be binding upon the Condominium Board and the Unit Owners and their successors and assigns.

**Section 8. Insurance Trustee.** A bank or trust company in the State of New York, designated by the Condominium Board and having a capital, surplus and undivided profits of $500,000,000.00 or more shall be the Insurance Trustee. In the event the Insurance Trustee resigns or is replaced by the Condominium Board, the Condominium

Board shall appoint a new Insurance Trustee which shall be a bank or trust company having an office located in the State of New York having a capital, surplus and undivided profits of $500,000,000.00 or more. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a General Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the New York Real Property Law.

**Section 9. Consents.** Wherever in this Declaration or these By-Laws the consent of the Condominium Board is provided, such consent shall be sufficient and effective if given by the Condominium Board and the consent of the Unit Owners shall, unless otherwise provided in the Declaration or these By-Laws, not be required.

## Article X

## Amendments to By-Laws

**Section 1. Amendments to By-Laws.**

Except as otherwise provided in these By-Laws or the Declaration with respect to a Commercial Unit Owner, Sponsor or its designees, as the case may be (including without limitation, their rights, under certain circumstances, to amend these By-Laws and the Declaration without the consent of the Condominium Board or its Unit Owners), these By-Laws may be amended by vote of not less than 80% in number and in Common Interest of all Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of these By-Laws, provided, however (i) any such amendment shall not be effective against a holder of a mortgage of record affecting a Unit if Mortgage Representatives shall have been designated in accordance with these By-laws (and the Condominium shall have received written notice of such designation as provided herein) and a majority of such Mortgage Representatives shall not consent thereto in writing, which consent shall not be unreasonably withheld or delayed; (ii) if the Sponsor or its designees or any Commercial Unit Owner shall not have voted in favor of such amendment, then same shall not be effective unless reasonably necessary or convenient to the conduct of the affairs of the Condominium and/or the operation of the Property and such amendment shall not decrease the rights of such Commercial Unit Owner, the Sponsor or its designees or increase the obligations of such Commercial Unit Owner, the Sponsor or its designees and (iii) an amendment to the Declaration or these By-laws which constitutes a Commercial Affairs Amendment may be adopted solely by the written consent or approval of a Commercial Amendment Majority, without any requirement of obtaining the consent of any Unit Owner, the Condominium Board or any holder of a mortgage encumbering a Unit. Any such amendment shall be executed by the Condominium Board as attorneys-in-fact for the Unit Owners, coupled with an interest and granted for a valuable consideration, and the Condominium Board is hereby authorized by the Unit Owners so as to act as their attorney-in-fact; provided that nothing contained herein is intended to limited the rights of the Sponsor, its designees and the Commercial Unit Owners, as provided in the Declaration or these By-laws, to execute certain amendments to the Declaration and the By-laws without the execution thereof by the Condominium Board. Notwithstanding anything to the contrary contained herein, no provision of the Declaration

or these By-Laws relating to the use of the Units or appurtenant Common Interests may be amended without the consent of every Unit Owner affected by such amendment except as expressly provided in Section 9 or Section 11 of this Declaration. The provisions of this Article X may not be amended without the unanimous consent of all the Unit Owners.

## Article XI

## Conflicts

These By-Laws (including without limitation the Rules and Regulations) are intended to comply with the requirements of Article 9B of the Real Property Law of the State of New York and all other applicable laws. In case any of these By-Laws or any provision of the Rules and Regulations shall conflict with the provisions of said statute, the Declaration or any other applicable law, then the provisions of said statute, the Declaration or such other applicable law, as the case may be, shall control.

## Article XII

## Arbitration

An arbitration provided for in these By-Laws shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. If the American Arbitration Association shall not then be in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by the Supreme Court of the State of New York, in the County of New York. Each party to any such arbitration shall bear his or her own legal fees and expenses and other fees and expenses in prosecuting and/or defending, as the case may be, the arbitration. However the cost of the arbitrator shall be borne by the losing party. All costs and expenses of the Condominium Board in any such arbitration hereunder, including the fees and expenses of counsel and experts, shall be a General Common Expense.

## SCHEDULE A OF THE BY-LAWS

## RULES AND REGULATIONS OF THE CONDOMINIUM

(1) Each Unit Owner shall keep his or her unit in a good state of preservation and cleanliness. He shall not allow anything whatever to fall from the windows or doors of the Building, nor shall he sweep or throw from the Building any dirt or other substance into any of the corridors or halls, elevators, ventilators or elsewhere in the Building. The Unit Owners shall place their refuse in containers in such manner, at such times and in such places as the Condominium Board or its agent may direct. The Unit Owners shall obtain extermination services for the Units at such intervals as shall be necessary to maintain the Units free of rats, mice, roaches and other vermin.

(2) Except as otherwise expressly provided in the Declaration or the By-Laws (including, without limitation, the provisions thereof pertaining to the rights and prerogatives of the Sponsor, its designees, Unsold Residential Unit Owners and the Commercial Unit Owner(s)), the sidewalks, entrances, corridors, exits and other General Common Elements and Residential Limited Common Elements shall not be obstructed or encumbered by refuse or otherwise.

(3) Employees of the Unit Owners' may not gather or lounge in the Common Elements.

(4) Supplies, goods and packages of every kind for the Residential Units are to be delivered in such manner as the Condominium Board or its agent may reasonably prescribe and the said Condominium Board is not responsible for loss of or damage to any such property, including loss or damage that may occur through the carelessness or negligence of the employees of the Building.

(5) No disturbing noises or objectionable odors may be produced upon or emanate from any Residential Unit including, without limitation, from any musical instrument, phonograph, radio, television, receiver or similar instrument if the same shall disturb or annoy any other Unit Owner. Corridor doors shall be kept closed at all times except when in actual use for ingress and egress.

(6) Residential Unit Owners shall not permit or keep in their Residential Units or Storage Units any inflammable, combustible or explosive material, chemical or substance, except such products as are required in normal professional and business use.

(7) Water closets and other water apparatus in the Residential Units shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish bags or other articles be thrown into same. Any damage resulting from misuse of any water closets or other apparatus in a Residential Unit shall be repaired and paid for by the owner of such Unit.

(8) No vehicle belonging to a Residential Unit Owner or to an employee, or visitor of a Residential Unit Owner shall be parked in such manner as to impede or prevent

ready access to any entrance to or exit from the Building or Common Elements by any vehicle of any kind whatsoever.

(9) Except as may be provided in Section 9 of the Declaration, no Residential Unit Owner shall (i) do or permit any act or thing to be done in or to his or her Unit which will invalidate or be in conflict with any public liability, fire, casualty or other policy of insurance at any time carried by the Condominium Board with respect to the Property, (ii) keep anything in his or her Unit which is prohibited by the Fire Department, Board of Fire Underwriters, fire insurance rating organization or other authority having jurisdiction or (iii) permit a Residential Unit to be used in any manner (other than the use in effect on the date of the Declaration) which will increase the insurance rate for the Property over that in effect as of the date of the Declaration unless such Unit Owner pays the additional cost thereof as provided below.

Any costs, expenses, fines, penalties or damages which shall be imposed upon the Condominium Board by reason of a Unit Owner's default hereunder or any increase in the premium charged for insurance carried by the Condominium Board resulting from a change in the insurance rate for the Property attributable to a use of a Residential Unit which is different from the use of the Unit in effect on the date of the Declaration, shall be assessed as a Common Charge against the Unit Owner. In any action or proceeding relating to the foregoing, a schedule or "makeup" of rate for the Property issued by the New York Fire Insurance Exchange or other body making fire insurance rates applicable to the Property shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate or rates then applicable to the Property.

Each Unit Owner may carry other insurance for his or her own benefit, provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by such Unit Owner.

(10) No Unit Owner shall place a load upon any floor of his or her Unit exceeding the floor load per square foot area which it was designed to carry and which is allowed by law.

(11) If any key or keys are entrusted by a Unit Owner or occupant or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor to an employee of the Condominium Board, whether for such 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 or occupant, and the Condominium Board shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

(12) No Residential Unit Owner shall alter, impair or otherwise affect the Common Elements without the prior written consent of the Condominium Board, except as expressly permitted herein or in the Declaration or the By-Laws.

(13) Each Residential Unit Owner shall:

(a) obtain and keep in full force and effect any governmental license or permit required for the proper and lawful conduct of any business carried on in his or her Unit, and shall submit same for inspection by the Condominium Board;

(b) Keep clean at all times the interior and exterior of windows and doors (including in each case, the frames thereof) in his or her Unit, with all such work to be done in conformity with law;

(c) not store any possessions of such Unit Owner, including, without limitation, bicycles and carriages in or on any hallways, stairwalls, roofs or roof terraces at the Building.

(d) Promptly replace any and all broken or damaged glass (including in windows) in his or her Unit and the frames for such glass, regardless of the cause of such damage, including the negligence of the Condominium Board, its agents or employees without waiving any claims which such Unit Owner may have by reason of any of the foregoing;

(e) Not at any time, either directly or indirectly, use any contractors and/or labor and/or materials in connection with alterations or improvements to his or her Residential Unit or Storage Unit, if the use of such contractors and/or labor and/ or materials would or will create any difficulty with other contractors and/or labor engaged by the Condominium Board and/or the other Unit Owners in the maintenance and/or operation of the Building and/or the other Units;

(14) Any amounts assessed against a Unit as Common Charges which are in addition to the regular monthly installments of Common Charges due and payable as provided in the By-Laws shall be paid to the Condominium Board upon demand or if not demanded then with the next monthly installment of Common Charges due and payable as provided in the By-Laws.

(15) No servant or employee of the Condominium Board or its managing agent shall be sent out of the Building by any Unit Owner at any time for any purpose.

(16) Complaints regarding services or operation of the Building shall be made in writing to the Condominium Board or its managing agent.

(17) Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Condominium Board, except that, where a consent or approval may not be unreasonably withheld as herein elsewhere provided, then such consent may be added to, amended or repealed as set forth above provided such addition, amendment or repeal is not unreasonably made. A Unit Owner may apply to the Condominium Board for a temporary waiver of one or more of the foregoing Rules. Such temporary waiver may be granted by the Condominium Board, for good cause shown, if, in the

Board's judgment, such temporary waiver will not interfere with the purposes for which the Condominium was formed.

(18) The fiscal year of the Condominium shall begin on the first day of January in each year or on such other date as the Condominium Board shall establish from time to time.

(19) Except as provided in the Declaration no sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed from any Residential Unit or Storage Unit on any part of the outside of the Building, hung from windows or placed on window sills in or on any Residential Unit or Storage Unit, without the prior written consent of the Condominium Board, except that such restriction shall apply to an Unsold Residential Unit Owner, Sponsor or its designees.

(20) No pets (including without limitation, a dog, cat or bird) may be kept in a Residential Unit (or Storage Unit) without the consent of the Board or the Managing Agent; provided that a dog, cat or bird, as the case may be, may be kept in a Residential Unit if a dog, cat or bird, as the case may be, was previously permitted by Sponsor under the express terms of a lease or lease renewal (or rider thereto) covering such Residential Unit entered into or which went into effect prior to the First Unit Closing (as defined in the Plan). Each Residential Unit Owner who keeps any type of pet in his or her Unit will be required to (a) indemnify and hold harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all reasonable Rules and Regulations of the Condominium adopted with respect thereto. The Condominium Board may require that pet owners enter into an agreement with the Board confirming such owners' obligations with respect to their pets and, in any event, the Condominium Board may require the removal of a pet which causes a nuisance, health hazard or unsanitary condition.

(21) No awnings, radio or television aerials or other projections shall be attached from any Residential Unit to the outside walls of the Building, and no blinds, shades or screens shall be attached to, hung or used on the exterior of any window or door of any Residential Unit, without the prior written consent of the Condominium Board, which consent shall not be unreasonably withheld or delayed. No blinds, shades, screens, draperies or drapery backing that are visible through the exterior windows shall be hung or used in any Residential Unit without the prior written consent of the Condominium Board.

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# Document Number 11–
# GENERAL BUSINESS LAW SECTION 352-EEEE

## GENERAL BUSINESS LAW SECTION 352-eeee

**§ 352–eeee. Conversions to cooperative or condominium ownership in the city of New York [Eff. until June 15, 1997. See note below.]**

1. As used in this section, the following words and terms shall have the following meanings:

(a) "Plan". Every offering statement or prospectus submitted to the department of law pursuant to section three hundred fifty-two-e of this article for the conversion of a building or group of buildings or development from residential rental status to cooperative or condominium ownership or other form of cooperative interest in realty, other than an offering statement or prospectus for such conversion pursuant to article two, eight or eleven of the private housing finance law.

(b) "Non-eviction plan". A plan which may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family intend to occupy the unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and discriminatory repurchase agreements or other discriminatory inducements.

(c) "Eviction plan". A plan which, pursuant to the provisions of this section, can result in the eviction of a non-purchasing tenant by reason of the tenant failing to purchase pursuant thereto, and which may not be declared effective until at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(d) "Purchaser under the plan". A person who owns the shares allocated to a dwelling unit or who owns such dwelling unit itself.

(e) "Non-purchasing tenant". A person who has not purchased under the plan and who is a tenant entitled to possession at the time the plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the plan shall not be deemed a non-purchasing tenant.

(f) "Eligible senior citizens". Non-purchasing tenants who are sixty-two years of age or older on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy.

(g) "Eligible disabled persons". Non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided, however, that if the disability first occurs after acceptance of the plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

2. The attorney general shall refuse to issue a letter stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this chapter has been filed whenever it appears that the offering statement or prospectus offers for sale residential cooperative apartments or condominium units pursuant to a plan unless:

(a) The plan provides that it will be deemed abandoned, void and of no effect if it does not become effective within fifteen months from the date of issue of the letter of the attorney general stating that the offering statement or prospectus has been accepted for filing and, in the event of such abandonment, no new plan for the conversion of such building or group of buildings or development shall be submitted to the attorney general for at least twelve months after such abandonment.

(b) The plan provides either that it is an eviction plan or that it is a non-eviction plan.

(c) The plan provides, if it is a non-eviction plan, as follows:

(i) The plan may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made without discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto; and provided further that an owner of a unit or of the shares allocated thereto may not commence an action to recover possession of a dwelling unit from a non-purchasing tenant on the grounds that he seeks the dwelling unit for the use and occupancy of himself or his family.

(iii) Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to the conversion of the building or group of buildings or development to cooperative or condominium ownership shall continue to be subject thereto.

(iv) The rentals of non-purchasing tenants who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing by the attorney general shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy. In determining comparability, consideration shall be given to such factors as building services, level of maintenance and operating expenses.

(v) The plan may not be amended at any time to provide that it shall be an eviction plan.

(vi) The rights granted under the plan to purchasers under the plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been filed, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth day after such date and at least once every thirty days until the plan is declared effective or is abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of the dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant as of the date of such statement and, (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(d) The plan provides, if it is an eviction plan, as follows:

(i) The plan may not be declared effective unless at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced against a non-purchasing tenant for failure to purchase or any other reason applicable to expiration of tenancy until the later to occur of (1) the date which is the expiration date provided in such non-purchasing tenant's lease or rental agreement, and (2) the date which is three years after the date on which the plan is declared effective. Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to conversion shall continue to be subject thereto during the period of occupancy provided in this paragraph. Thereafter, if a tenant has not purchased, he may be removed by the owner of the dwelling unit or the shares allocated to such dwelling unit.

(iii) No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto.

(iv) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(v) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vi) Any offeror who disputes the election by a person to be an eligible senior citizen or an eligible disabled person must apply to the attorney general within thirty days of the receipt of the election forms for a determination by the attorney general of such person's eligibility. The attorney general shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been accepted for filing, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth days after such date and at least once every thirty days until the plan is declared effective or abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general who have executed and delivered written agreements to purchase under the plan as of the date of such statement, and (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(viii) If the plan is amended before it is declared effective to provide that it shall be a non-eviction plan, any person who has agreed to purchase under the plan prior to such amendment shall have a period of thirty days after receiving written notice of such amendment to revoke his agreement to purchase under the plan.

(ix) The tenants in occupancy on the date the attorney general accepts the plan for filing shall have the exclusive right to purchase their dwelling units or the shares allocated thereto for ninety days after the plan is accepted for filing by the attorney general, during which time a tenant's dwelling unit shall not be shown to a third party unless he has, in writing, waived his right to purchase; subsequent to the expiration of such ninety day period, a tenant in occupancy of a dwelling unit who has not purchased shall be given the exclusive right for an additional period of six months from said expiration date to purchase said dwelling unit or the shares allocated thereto on the same terms and conditions as are contained in an executed contract to purchase said dwelling unit or shares entered into by a bona fide purchaser, such exclusive right to be exercisable within fifteen days from the date of mailing by registered mail of notice of the execution of a contract of sale together with a copy of said executed contract to said tenant.

(e) The attorney general finds that an excessive number of long-term vacancies did not exist on the date that the offering statement or prospectus was first submitted to the department of law. "Long-term vacancies" shall mean dwelling units not leased or occupied by bona fide tenants for more than five months prior to the date of such submission to the department of law. "Excessive" shall mean a vacancy rate in excess of the greater of (i) ten percent and (ii) a percentage that is double the normal average vacancy rate for the building or group of buildings or development for two years prior to the January preceding the date the offering statement or prospectus was first submitted to the department of law.

(f) The attorney general finds that, following the submission of the offering statement or prospectus to the department of law, each tenant in the building or group of buildings or development was provided with a written notice stating that such offering statement or prospectus has been submitted to the department of law for filing. Such notice shall be accompanied by a copy of the offering statement or prospectus and a statement that the statements submitted pursuant to subparagraph (vii) of paragraph (c) or subparagraph (vii) of paragraph (d) of this subdivision, whichever is applicable, will be available for inspection and copying at the office of the department of law where the submission was made and at the office of the offeror or a selling agent of the offeror. Such notice shall also be accompanied by a statement that tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the plan to the department of law, during normal business hours, upon written request made by them to the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the state of New York. Such notice shall be sent to each tenant in occupancy on the date the plan is first submitted to the department of law.

3. All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the building or group of buildings or development. Such managing agent shall provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The offeror shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the offeror surrenders control to the board of directors or board of managers, at which time the cooperative corporation or the condominium association shall assume responsibility for the provision of all services and facilities required by law on a non-discriminatory basis.

4. It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The attorney general may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the owner from selling the shares allocated to the dwelling unit or the dwelling unit itself or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

5. Any local legislative body may adopt local laws and any agency, officer or public body may prescribe rules and regulations with respect to the continued occupancy by tenants of dwelling units which are subject to regulation as to rentals and continued occupancy pursuant to law, provided that in the event that any such local law, rule or regulation shall be inconsistent with the provisions of this section, the provisions of this section shall control.

6. Any provision of a lease or other rental agreement which purports to waive a tenant's rights under this section or rules and regulations promulgated pursuant hereto shall be void as contrary to public policy.

7. The provisions of this section shall only be applicable in the city of New York.

(Added L.1982, c. 555, § 2; amended L.1988, c. 685, § 2.)

Effective Date of Amendment by L.1988, c. 685; Applicability; Expiration. Amendment by L.1988, c. 685, § 2 eff. Sept. 2, 1988, and applicable to plans taking effect on or after Sept. 2, 1988, and provided that section 2 of L. 1988, c. 685 shall remain in effect only so long as section 352-eeee; pursuant to L.1988, c. 685, § 3 set out as a note under General Business Law § 352-eee.

Effective Date; Expiration. L.1982, c. 555, § 10; amended L.1985, c. 293, § 1; L.1987, c. 65, § 4; L.1989, c. 144, § 4; L.1991, c. 167, § 4; L.1993, c. 112, § 4; L.1993, c. 141, § 4; L.1993, c. 185, § 4; L.1993, c. 197, § 4; L.1993, c. 253, § 15, eff. July 7, 1993, provided: "This act [L.1982, c. 555] shall take effect immediately [July 20, 1982]; provided, that the provisions of sections one, two and nine of this act [enacting provision set out as a note under this section relating to legislative findings; enacting this section and repealing former section 352-eeee; and enacting provision set out as a note under this section relating to applicability of section] shall remain in full force and effect only until and including June 15, 1997; provided further that the provisions of section three of this act [amending former New York City Admin. Code § 26-408 set out following McKinney's Unconsol. Laws § 8617] shall remain in full force and effect only so long as the public emergency requiring the regulation and control of residential rents and evictions continues as provided in subdivision 3 of section 1 of the local emergency housing rent control act [McKinney's Unconsol. Laws § 8603]; provided further that the provisions of sections four, five, six and seven of this act [amending former New York City Admin. Code §§ 26-504 and 26-511 and enacting provisions set out as a note under this section relating to the real estate industry stabilization association, respectively] shall expire in accordance with the provisions of section 26-520 of the administrative code of the city of New York [set out following § 8617 of McKinney's Unconsol. Laws] as such section of the administrative code is, from time to [*sic*] time, amended; provided further that the provisions of former section 26-511 of the administrative code of the city of New York [set out following § 8617 of McKinney's Unconsol. Laws], as amended by this act [L.1982, c. 555, § 6], which the New York City Department of Housing Preservation and Development must find are contained in the code of the real estate industry stabilization association of such city [now 9 NYCRR Part 2520 et seq., set out following § 8634 of McKinney's Unconsol. Laws] in order to approve it, shall be deemed contained therein as of the effective date [July 20, 1982] of this act; and provided further that any plan accepted for filing by the department of law on or before the effective date of this act shall continue to be governed by the provisions of section 352-eeee of the general business law as they had existed immediately prior to the effective date of this act."

Derivation. Former section 352-eeee, added L.1979, c. 432, § 2; amended L.1980, c. 754, § 2; L.1980, c. 755, § 2; L.1980, c. 756, § 1, and repealed by L.1982, c. 555, § 2.

Legislative Findings of L.1982, c. 555. L.1982, c. 555, § 1, provided: "The legislature hereby finds and declares that the conversion of residential real estate from rental status to cooperative or condominium ownership is an effective method of preserving, stabilizing and improving neighborhoods and the supply of sound housing accommodations; that it is sound public policy to encourage such conversions while, at the same time, protecting tenants in possession who do not desire or who are unable to purchase the units in which they reside from being coerced into vacating such units by reason of deterioration of services or otherwise or into purchasing such units under the threat of imminent eviction; that in the city of New York the position of non-purchasing tenants is worsened by a serious public emergency characterized by an acute shortage of housing accommodations; that in the city of New York the position of non-purchasing tenants who are sixty-two years of age or older is particularly precarious by reason of the limited financial resources of many such persons and the physical limitations of many such persons; that preventive action by the legislature in restricting rents and evictions during the process of conversion from rental to cooperative or condominium status is imperative to assure that such conversions will not result in unjust, unreasonable and oppressive

rents and rental agreements affecting non-purchasing tenants especially those who are sixty-two years of age or older, and other disruptive practices affecting all tenants during the conversion process which threaten the public health, safety and general welfare; and that in order to prevent uncertainty, hardship and dislocation in connection with the conversion process, the provisions of this act [adding this section; amending New York City Admin.Code former §§ Y51-6.0, YY51-3.0 and YY51-6.0 following section 8617 of McKinney's Unconsol.Laws; repealing former section 352-eeee, and enacting provisions set out as notes under this section] are necessary and desirable to protect the public health, safety and general welfare. The necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination."

**Separability of Provisions of L.1982, c. 555.** L.1982, c. 555, § 8, provided: "Severability. If any clause, sentence, paragraph, section or part of this act [adding this section; amending New York City Admin.Code former §§ Y51-6.0, YY51-3.0 and YY51-6.0 following section 8617 of McKinney's Unconsol.Laws; repealing former section 352-eeee, and enacting provisions set out as notes under this section] shall be adjudged by any court of competent jurisdiction to be invalid such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered."

**Continued Tenancy For Certain Non-Purchasing Tenants In the City of New York.** L.1989, c. 473, §§ 1, 2, eff. Aug. 15, 1989, provided:

"§ 1. The legislature hereby finds that due to the housing emergency in the city of New York, a greater degree of care must be taken in preserving the homes of certain tenants threatened with eviction.

"In nineteen hundred eighty-two, the legislature, in recognition of the precarious position of non-purchasing tenants due to an acute shortage of housing accommodations, raised the requirement for declaring an eviction plan effective to subscriptions by fifty-one percent of the bona fide tenants in occupancy. The legislature hereby finds that protection against eviction should be extended to those non-purchasing tenants currently residing in multiple dwellings subject to a cooperative or condominium conversion eviction plan declared effective with purchase agreements signed by less than fifty-one percent of the bona fide tenants in occupancy and who remain in occupancy of unsold units by virtue of a judgment entered in the supreme court prior to December thirty-first, nineteen hundred eighty-two.

"§ 2. Notwithstanding any contrary provision of law, any non-purchasing tenants of dwelling units located in a building or group of buildings or development in the city of New York for which a cooperative or condominium conversion plan was declared effective without at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in such building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general having executed and delivered written agreements to purchase under the offering plan who are otherwise subject to eviction may remain in occupancy, with all of the rights of non-purchasing tenants as provided in paragraph (c) of subdivision two of section three hundred fifty-two-eeee of the general business law; provided that subsequent to the acceptance of such offering plan for filing the units occupied by such tenants or the shares allocated thereto have not been sold to a bona fide purchaser for occupancy by reason of a judgment entered in the supreme court prior to December thirty-first, nineteen hundred eighty-two in an action brought by the attorney general against the offeror."

**Continued Tenancy for Certain Non-purchasing Senior Citizens In City of New York.** L.1986, c. 850 provided:

"Section 1. The legislature hereby finds that due to the special circumstances of senior citizens, a greater degree of care must be taken in preserving the essentials of life for the elderly. In nineteen hundred eighty-two, the legislature, in recognition of the instability of the income of persons sixty-two years of age or older and the particular hardship of relocation for such persons, eliminated

come limitations to qualify for eligi-
nior citizens protection from evic-
ursuant to a cooperative or condo-
n conversion plan in the city of
York. The legislature hereby finds
uch protection should be extended
se otherwise eligible senior citizens
ntly residing in multiple dwellings
ct to a cooperative or condominium
ersion pursuant to a plan approved
coordance with provisions of law
had imposed income limitations
who remain in occupancy of unsold
by virtue of a judgment of the su-
e court.

2. (a) Notwithstanding any con-
provision of law, any non-purchas-
tenants of dwelling units located in a
ding or group of buildings or develop-
t in the city of New York for which a
perative or condominium conversion
was accepted for filing by the attor-
general prior to July fifth, nineteen
red seventy-nine and was declared
tive on or after July fifth, nineteen
red seventy-nine or for which such a
was accepted for filing before July
ty-first, nineteen hundred eighty-two
elect to remain in occupancy as eli-
e senior citizens as defined by section
e hundred fifty-two-eeee of the gener-
usiness law [this section]; provided
(i) such tenants or the spouses of
tenants on the date the attorney
eral accepted the plan for filing were
y-two years of age or older and resid-
n the building or group of buildings
development as their primary resi-
ce for at least two years prior to the
the plan was accepted for filing, and
subsequent to such acceptance for
g the units occupied by such tenants
he shares allocated thereto have not
sold to a bona fide purchaser for
pancy by reason of a judgment en-
in the supreme court in an action
ght by the attorney general against
offeror, and (iii) such tenants make
election on forms promulgated by
attorney general within sixty days af-
the presentation to them of such
s by the offeror or within one year of
effective date of this act, whichever is
.

(b) Such election shall not preclude
such tenant from subsequently pur-
ing the dwelling unit on the terms
offered to tenants in occupancy.

"(c) Any offeror who disputes any such election must apply to the attorney general within thirty days of the receipt of the election forms for a determination by the attorney general of such tenant's eligibility. The attorney general shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

"§ 3. This act [this note] shall take effect immediately [Aug. 2, 1986]."

Application of L.1985, c. 293, to 1985 Amendments of this Section and Section 352-eee. See L.1985, c. 293, § 3, eff. June 30, 1985, set out as a note under General Business Law § 352-eee.

Application of Section. L.1982, c. 555, § 9, provided: "Section three hundred fifty-two-eeee of the general business law as added by this act [adding this section, amending New York City Admin.Code, former §§ YS1-6.0, YYS1-3.0, YYS1-6.0, following section 8617 of McKinney's Unconsol.Laws; repealing former section 352-eeee; and enacting provisions set out as notes under this section] shall be applicable to every offering statement or prospectus submitted to the attorney general after the effective date of this act [July 20, 1982] and to every offering statement or prospectus submitted to the attorney general but for which a letter of acceptance for filing has not been issued as of such date."

Code of the Real Estate Industry Stabilization Association, Amendments; Promulgation of Regulations. L.1982, c. 555, § 7, provided: "The real estate industry stabilization association shall submit amendments to the code of the real estate industry stabilization association to implement the provisions of sections two, three, four, five, and six of this act [adding this section and repealing former section 352-eeee; amending New York City Admin.Code §§YS1-6.0, YYS1-3.0 and YYS1-6.0 following section 8617 of McKinney's Unconsol.Laws; respectively] to the New York city department of housing preservation and development within sixty days of the effective date [July 20, 1982] of this act [L.1982, c. 555] and such department shall amend or promulgate regulations regarding the status of apartments subject to the New York City Rent and Rehabilitation Law [New York City Admin.Code § YS1-1.0 et seq., following section 8617 of McKinney's Unconsol.Laws] consistent with the provisions of this act within sixty days of the effective date [July 20, 1982] of this act [L.1982, c. 555]."

## § 352–eee. Conversions to cooperative or condominium ownership in certain cities, towns and villages located in the counties of Nassau, Westchester and Rockland [Eff. until June 15, 2003. See note below.]

### Historical and Statutory Notes

**Effective Date; Expiration; Continuing Validity of Former § 352–eee.** L.1983, c. 402, § 4; amended L.1985, c. 293, § 2; L.1987, c. 65, § 5; L.1989, c. 144, § 5; L.1991, c. 167, § 5; L.1993, c. 112, § 5; L.1993, c. 141, § 5; L.1993, c. 185, § 5; L.1993, c. 197, § 5; L.1993, c. 253, § 16; L.1997, c. 116, § 6, eff. June 19, 1997, deemed eff. June 15, 1997, provided:

"This act [enacting this section; repealing former § 352–eee; and enacting provisions set out as notes under this section] shall take effect immediately [June 30, 1983]; provided, that the provisions of sections one and three of this act [enacting this section; repealing former General Business Law § 352–eee; and enacting provisions set out as a note under this section] shall remain in full force and effect only until and including June 15, 2003; and provided further that any plan accepted for filing by the department of law on or before the effective date of this act shall continue to be governed by the provisions of section 352–eee of the general business law as they had existed immediately prior to the effective date of this act."

## § 352–eeee. Conversions to cooperative or condominium ownership in the city of New York [Eff. until June 15, 2003. See note below.]

### Historical and Statutory Notes

**Short Title.** This section is popularly known as the "Martin Act".

**Effective Date; Expiration.** L.1982, c. 555, § 10; amended L.1985, c. 293, § 1; L.1987, c. 65, § 4; L.1989, c. 144, § 4; L.1991, c. 167, § 4; L.1993, c. 112, § 4; L.1993, c. 141, § 4; L.1993, c. 185, § 4; L.1993, c. 197, § 4; L.1993, c. 253, § 15; L.1997, c. 116, § 5, eff. June 19, 1997, deemed eff. June 15, 1997, provided:

"This act [L.1982, c. 555] shall take effect immediately [July 20, 1982]; provided, that the provisions of sections one, two and nine of this act [enacting provision set out as a note under this section relating to legislative findings; enacting this section and repealing former section 352–eeee; and enacting provision set out as a note under this section relating to applicability of section] shall remain in full force and effect only until and including June 15, 2003; provided further that the provisions of section three of this act [amending former New York City Admin. Code § 26–408 set out following McKinney's Unconsol. Laws § 8617] shall remain in full force and effect only so long as the public emergency requiring the regulation and control of residential rents and evictions continues as provided in subdivision 3 of section 1 of the local emergency housing rent control act [McKinney's Unconsol. Laws § 8603]; provided further that the provisions of sections four, five, six and seven of this act [amending former New York City Admin. Code §§ 26–504 and 26–511 and enacting provisions set out as a note under this section relating to the real estate industry stabilization association, respectively] shall expire in accordance with the provisions of section 26–520 of the administrative code of the city of New York [set out following § 8617 of McKinney's Unconsol. Laws] as such section of the administrative code is, from time to [sic] time, amended; provided further that the provisions of former section 26–511 of the administrative code of the city of New York [set out following § 8617 of McKinney's Unconsol. Laws], as amended by this act [L.1982, c. 555, § 6], which the New York City Department of Housing Preservation and Development must find are contained in the code of the real estate industry stabilization association of such city [now 9 NYCRR Part 2520 et seq., set out following § 8634 of McKinney's Unconsol. Laws] in order to approve it, shall be deemed contained therein as of the effective date [July 20, 1982] of this act; and provided further that any plan accepted for filing by the department of law on or before the effective date of this act shall continue to be governed by the provisions of section 352–eeee of the general business law as they had existed immediately prior to the effective date of this act."

# Document Number 12–
# CHAPTER 8 OF TITLE 26 OF THE ADMINISTRATIVE CODE OF THE CITY OF NEW YORK (RESERVE FUND LAW)

# CHAPTER 8 OF TITLE 26 OF THE ADMINISTRATIVE CODE OF THE CITY OF NEW YORK



## CHAPTER 8

## COOPERATIVE AND CONDOMINIUM CONVERSIONS

§ 26-701 Application. The provisions of this chapter shall apply to conversions from rental to cooperative or condominium status of a building or a group of buildings or a development for which a plan must be filed with the state department of law pursuant to section three hundred fifty-two-eeee of the general business law.

§ 26-702 Definitions. As used in this chapter the following words shall mean:

a. "Building" any building, group of buildings or development.

b. "Total price" (1) with respect to cooperative conversions, the number of all shares in the offering multiplied by the last price per share which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made; (2) with respect to condominium conversions, the sum of the cost of all units in the offering at the last price which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made.

c. "Capital replacement" a building-wide replacement of a major component of any of the following systems:

(1) elevator;
(2) heating, ventilation and air conditioning;
(3) plumbing;
(4) wiring;
(5) window;

or, a major structural replacement to the building; provided, however, that replacements made to cure code violations of record shall not be included.

d. "Offeror" the offeror, his or her nominees, assignees and successors in interest.

§ 26-703 Establishment of reserve fund. a. Within thirty days after the closing of a conversion pursuant to an offering plan the offeror shall establish and transfer to the cooperative corporation or condominium board of managers, a reserve fund to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of such buildings. Such reserve fund shall be exclusive of any other funds required to be reserved under the plan or applicable law or regulation of the state attorney general, except a fund for capital repairs, replacements and improvements substantially similar in purpose to and in an amount not less than the reserve fund mandated by this section. Such reserve fund also shall be exclusive of any working capital fund and shall not be subject to reduction for closing apportionments.

b. Such fund shall be established in an amount equal to either (i) three per cent of the total price or, (ii) (A) three per cent of the actual sales price of all cooperative shares or condominium units sold by the offeror at the time the plan is declared effective, provided, however, that if such amount is less than one per cent of the total price, then the fund shall be established as a minimum of one per cent of the total price; plus (B) supplemental contributions to be made by the offeror at a rate of three per cent of the actual sales price of cooperative shares or condominium units for each unit or its allocable shares held by the offeror and sold to bona fide purchasers subsequent to the effective date of the plan and within five years of the closing of the conversion pursuant to such plan notwithstanding that the total amount contributed may exceed three per cent of the total price; and provided, further, that if five years from thirty days after the closing of the conversion pursuant to such plan the total contributions by the offeror to the fund are less than three per cent of the total price the offeror shall pay the difference between the amount contributed and three per cent of the total price. Supplemental contributions shall be made within thirty days of each sale.

c. The contributions required pursuant to this section may be made earlier or in an amount greater than so provided. An offeror may claim and receive credit against the mandatory initial contribution to the reserve fund for the actual cost of capital replacements which he or she has begun after the plan is submitted for filing to the state department of law and before the plan is declared effective; provided, however, that any such replacements must be set forth in the plan together with their actual or estimated costs and further provided, that such credit shall not exceed the lesser of the actual cost of the capital replacements or one per cent of the total price.

d. Any building, construction of which was completed within three years prior to the closing of a conversion pursuant to an offering plan, shall be exempt from the requirements of this section.

§ 26–704 Report on status of reserve fund. The cooperative corporation or condominium board of managers shall report to shareholders and unit owners on a semi-annual basis with respect to all deposits into and withdrawals from the reserve fund mandated by section 26-703 of this chapter.

§ 26–705 Posting of violations. The offeror, not later than the thirtieth day following the acceptance of a plan for filing by the state department of law pursuant to section three hundred fifty-two-eeee of the general business law and until the closing of the conversion pursuant to such plan, shall post and maintain in a prominent place, accessible to all tenants in each building covered by the plan, a listing of all violations of record against such buildings as determined by the department of buildings and the department of housing preservation and development. All newly issued violations shall be posted within fortyeight hours of their issuance and maintained as described above. The offeror may satisfy the requirements of this section by designating an agent

on the premises with whom such listing shall be made available for inspection by the tenants.

§ 26-706 Report on condition of premises. Where, pursuant to law or regulation of the state attorney general, an offeror is required to file a report with the state department of law describing the condition of the physical aspects of the premises to be converted and the surrounding neighborhood, a copy of such report shall be submitted simultaneously to the commissioner of buildings.

§ 26-707 No waiver of rights. Any provision purporting to waive the provisions of this chapter in any contract to purchase or agreement between an offeror and the cooperative corporation or the condominium board of managers pursuant to a conversion plan shall be void as against public policy.

§ 26-708 Criminal and civil penalties; enforcement. a. Except as otherwise provided in subdivision b of this section, any person who knowingly violates or assists in the violation of any section of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than one hundred nor more than one thousand dollars. Except as otherwise provided in subdivision b of this section, any person who violates or assists in the violation of any section of this chapter shall be subject to a civil penalty of one hundred dollars per day per unit for each day that a building is not in compliance with the provisions of such sections; provided, however, that such civil penalty shall not exceed one thousand dollars per unit.

b. Any person who knowingly violates or assists in the violation of section 26-703 of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not more than two times the amount required to be reserved by section 26-703 of this chapter which was not so reserved. Any person who violates or assists in the violation of section 26-703 of this chapter shall also be subject to a civil penalty of one thousand dollars per day for each day that the reserve fund required by section 26-703 of this chapter is not established; provided, however, that such civil penalty shall not exceed the amount required to be reserved pursuant to section 26-703 of this chapter.

c. In addition, any other action or proceeding in any court of competent jurisdiction that may be appropriate or necessary for the enforcement of the provisions of this chapter may be brought in the name of the city, including actions to secure permanent injunctions enjoining any acts or practices which constitute a violation of any provision of this chapter, mandating compliance with the provisions of this chapter or for such other relief as may be appropriate. In any such action or proceeding the city may apply to any court of competent jurisdiction, or to a judge or justice thereof, for a temporary restraining order or preliminary injunction enjoining and restraining all persons from violating any provision of this chapter, mandating compliance with the provisions of this chapter, or for such other relief as may be appropriate, until the hearing and determination of such action or proceeding and the entry of final judgment or order therein. The court, or judge or justice thereof, to whom such application is made, is hereby authorized forthwith to make any or all of the orders above specified, as may be required in such application, with or without notice, and to make such other or further orders or directions as may be necessary to render the same effectual. No undertaking shall be required as a condition of the granting or issuing of such order, or by reason thereof.

d. Nothing contained in this section shall impair any rights, remedies or causes of action accrued or accruing to purchasers of cooperative shares or condominium units.

e. The department of housing preservation and development is empowered to enforce the provisions of this chapter.

## Document Number 13–
## TAX CERTIORARI SETTLEMENT OFFER

MICHAEL D. HESS
*Corporation Counsel*

THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, N.Y. 10007-2601

Writer's direct number
(212) 788 - 0432

November 2, 2000

Boris Saks, Esq.
Graubard, Mollen, & Miller
600 Third Ave.
New York, NY 10016

RE: Yorkville Towers Assoc.

| | Block: | Lot: |
|---|---|---|
| Manhattan | 1536 | 1 |
| Manhattan | 1537 | 1 |

Dear Counsel:

This is to confirm the proposed Corrected Assessed Values discussed at the pre-trial conference on November 2, 2000. The Proposed Corrected Assessed Values are as follows:

| TAX YEAR | ORIGINAL ASSESSMENT | PROPOSED CORRECTED ASSESSED VALUE | PROPOSED ASSESSED VALUE REDUCTIONS |
|---|---|---|---|
| 1993/94 | 62,998,425 | 62,998,425 | 0 |
| 1994/95 | 62,145,000 | 62,145,000 | 0 |
| 1995/96 | 61,920,000 | 61,920,000 | 0 |
| 1996/97 | 60,930,000 | 55,000,000 | 5,930,000 |
| 1997/98 | 63,810,000 | 60,000,000 | 3,810,000 |
| 1998/99 | 67,050,000 | 62,500,000 | 4,550,000 |
| 1999/00 | 70,695,000 | 64,000,000 | 6,695,000 |
| 2000/01 | 75,105,000 | 65,000,000 | 10,105,000 |

The proposed values are for settlement negotiations only and are not to be construed as an admission as to the property's correct full market or assessed values.

Very truly yours,

Alice D. Olick

Alice D. Olick
Assistant Chief, Corporation Counsel
Tax and Condemnation Division

**Document Number 14 –**
**SETTLEMENT AGREEMENT**

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

| | |
|---|---|
| LILA DYAS and RICHARD CATRONE on Behalf of Themselves and All Others Similarly Situated,<br><br>Plaintiffs,<br><br>- against -<br><br>YORKVILLE TOWERS HOUSING CO., INC., YORKVILLE TOWERS ASSOCIATES, JOHN/JANE DOES NOS. 1-10, and JOHN DOE CORPORATIONS NOS. 1-10,<br><br>Defendants. | Index No. 98/121496 |

**STIPULATION AND AGREEMENT OF SETTLEMENT AND DISMISSAL**

Plaintiffs Lila Dyas and Richard Catrone (the "Class Representatives"), the named parties referred to in the above-captioned action (the "Action"), individually and on behalf of the Class they represent (as described below) (collectively, the "Plaintiffs"), and defendants Yorkville Towers Housing Co., Inc. and Yorkville Towers Associates (a/k/a Yorkville Towers Associates, Limited Partnership) (collectively, the "Defendants"), by their respective counsel, hereby enter into this Stipulation and Agreement of Settlement and Dismissal (the "Stipulation" or "Proposed Settlement") pursuant to the terms and conditions set forth below and subject to the approval of the Class and of the Supreme Court of the State of New York, County of New York (the "Court").

WHEREAS, IT APPEARS THAT:

A. Defendant Yorkville Towers Housing Co., Inc. ("Yorkville Housing Company") is a limited-profit housing company formed under the Limited Profit Housing Companies Law (commonly known as the Mitchell Lama law) found in Article II of the Private Housing Finance Law of the State of New York. It is the record title owner of two Mitchell Lama rental projects located on the Upper East Side of Manhattan: Yorkville Towers and, as successor in interest to the limited-profit housing company Ruppert Towers Housing Co., Inc., Ruppert Towers.

B. Defendant Yorkville Towers Associates ("Yorkville Associates") owns all of the shares of stock of Yorkville Housing Company and is the beneficial owner of Yorkville Towers and Ruppert Towers.

C. Class Representative Lila Dyas is a residential tenant of Yorkville Towers.

D. Class Representative Richard Catrone is a residential tenant of Ruppert Towers.

E. On June 1, 1998, Yorkville Associates submitted to the New York City Department of Housing Preservation and Development ("HPD") a Notice of Intent to prepay Yorkville Housing Company's HDC mortgage loan and voluntarily dissolve Yorkville Housing Company as a Mitchell Lama company, thereby

withdrawing Yorkville Towers and Ruppert Towers from the Mitchell Lama program.

F. On December 1, 1998, the Action was commenced. The Action was brought as a class action on the behalf of (1) a putative class consisting of "all persons who are or were residential tenants of Ruppert Towers and Yorkville Towers," and (2) a putative subclass consisting of the members of the putative class "who, subsequent to the time that Defendants determined that Yorkville [Housing Company] would 'buyout' of the Mitchell Lama program, either were solicited by Defendants to rent apartments in Ruppert Towers or Yorkville Towers, entered into leases for apartments at [those buildings], or entered into renewal leases for apartments at [those buildings]."

G. The Complaint asserted a variety of claims, including that Defendants allegedly (i) contractually waived their statutory right to voluntarily dissolve Yorkville Housing Company as a Mitchell Lama company and withdraw Yorkville Towers and Ruppert Towers from the Mitchell Lama program; (ii) failed to inform tenants of the Defendants' right and/or intent to withdraw Yorkville Towers and Ruppert Towers from the Mitchell Lama program; (iii) violated the statutory ceiling on their return on investment imposed by the Mitchell Lama law; (iv) improperly used reserve funds created by Plaintiffs' rent payments to make capital improvements to Yorkville Towers and Ruppert Towers; (v) failed to comply with applicable HPD regulations; and

(vi) breached their warranty of habitability. The Complaint sought to enjoin Yorkville Housing Company from withdrawing Yorkville Towers and Ruppert Towers from the Mitchell Lama program and/or money damages.

H. On January 15, 1999, Defendants answered the Complaint, denying the substance of the allegations, asserting defenses and counterclaiming that the Action was calculated to improperly interfere with their efforts to exercise their right to withdraw Yorkville Towers and Ruppert Towers from the Mitchell Lama program.

I. Simultaneous with answering the Complaint, Defendants also moved to dismiss various causes of action and the claims for equitable relief in the Complaint.

J. On March 1, 1999, Plaintiffs replied to the counterclaim, denying the substance of the allegations and asserting defenses.

K. In a September 13, 1999 Decision and Order, the Court granted Defendants' motion to dismiss in part and denied it in part, declining to dismiss certain claims in the Action.

L. After class discovery, on November 9, 1999, Plaintiffs moved pursuant to CPLR §§ 901 and 902 for an order certifying that the Action may be maintained as a class action, with (1) the Class Representatives serving as representatives of "a class consisting of all persons who are residential tenants of Yorkville Towers and Ruppert Towers" (the "Primary Class") and

(2) Class Representative Catrone additionally serving as representative of "a subclass of the [Primary] Class, consisting of all members of the [Primary] Class who, between the time [D]efendants decided to withdraw Ruppert Towers and Yorkville Towers from the Mitchell Lama program (believed to be on or about December 1, 1997) and the time [D]efendants made this decision public (on or about June 1, 1998), entered into leases or renewal leases for apartments at Ruppert Towers or Yorkville Towers" (the "Subclass," and, together with the Primary Class, the "Class").

M. Defendants opposed certification of the Subclass but consented to certification of the Primary Class in part, opposing certification of the Primary Class only to the extent that its claims alleged fraud. Defendants filed their opposition to Plaintiffs' motion to certify the Class on November 23, 1999.

N. By Memorandum Decision, dated April 27, 2000, the Court granted Plaintiffs' motion for class certification and, sua sponte, reinstated certain of the claims that it had previously dismissed in its September 13, 1999 Decision and Order.

O. By Notice of Motion, dated May 10, 2000, Plaintiffs moved to dismiss Defendants' counterclaim, or alternatively, for summary judgment on that counterclaim.

P. By Stipulation, dated August 29, 2000, Defendants' counterclaim was discontinued without prejudice.

Q. By Notice of Class Action Lawsuit, dated September 13, 2000 (the "Notice"), the members of the Class were

advised, inter alia, of the pendency of the Action and their right to be excluded from the Class.

R. In response to the Notice, eleven individual households out of some 1,200 requested to be excluded from the Class.

S. Wolf Haldenstein Adler Freeman & Herz LLP, counsel for the Class ("Class Counsel"), has conducted a thorough examination into the facts and law relating to the matters set forth in the Complaint and in connection with the Court's prior rulings in this Action. They have concluded, as a result, that there are grounds for disputing the facts and the application of the law to the facts in this Action. Furthermore, Class Counsel has considered: the expense and possible length of continued proceedings necessary to prosecute this Action through trial; the uncertainties of the outcome of this complex Action given that there are significant disputed issues of fact and legal issues which have not yet been determined by the Court; the fact that resolution, whenever and however determined, of the claims in the Complaint would likely be submitted for appellate review; the substantial benefit to the Class provided by the Proposed Settlement; and the risk that if Defendants prevail in the Action they would be able to dissolve Yorkville Housing Company as a Mitchell Lama company, withdraw Yorkville Towers and Ruppert Towers from the Mitchell Lama program, and be entitled to implement rent increases based on fair market rents that would

significantly exceed the rents provided for in the Proposed Settlement. Based upon these considerations, the Class Representatives and Class Counsel have concluded that the Proposed Settlement is fair, reasonable and adequate, and that it is in the best interests of the Class Representatives and the Class to settle this Action on the terms set forth herein.

T. Defendants, while vigorously denying all allegations of wrongdoing, liability or damage to the Class whatsoever, and contending that they acted properly and lawfully at all times, desire to settle and terminate the Class' claims so as finally to put to rest any and all claims that were, could or might have been asserted in this Action to the extent they arise out of or relate to the claims asserted in the Complaint and to avoid the further expense and burden of continued litigation without in any way acknowledging any fault or liability.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the Class Representatives, on behalf of themselves and all of the members of the Class they represent, and the Defendants, acting through their respective counsel, and subject to approval of the Class and of the Court pursuant to Article 9 of the CPLR, that this Action be compromised, settled and dismissed on the merits, with prejudice and without costs, upon and subject to the following terms and conditions:

**SETTLEMENT CONSIDERATION**

1. (a) In full settlement of the Released Claims (as defined below), all tenants of Yorkville Towers and Ruppert Towers who are members of the Class, are individuals, and who are in Good Standing (as defined below) as of both (i) thirty (30) days after the date (the "Acceptance Date") the Blackbook (as defined in paragraph 2) is accepted for filing by the New York State Department of Law ("Department of Law") and (ii) the expiration of their respective Mitchell Lama Leases (as defined in paragraph 4) (the "Tenants") shall have the right to participate in the Rent Programs described below in paragraphs 3 through 6, subject to all of the terms and conditions of this Proposed Settlement. Tenants in "Good Standing" shall mean those individual tenants named on leases for apartments in Ruppert Towers and Yorkville Towers who are current in payment of rent (including, without limitation, all rental surcharges) and not otherwise in default of their lease, occupying the apartment as their primary residence, and, in the case of a First Renewal Lease (as defined in paragraph 4), legally occupying their apartments under the provisions of the Mitchell Lama program (including, without limitation, maintaining occupancy of the apartment as their primary residence and complying with restrictions against subletting). Defendants agree to notify Class Counsel in writing within three (3) days after the Acceptance Date of the identity of all tenants whom Defendants

assert are not in Good Standing as of the Acceptance Date. Those tenants whose Good Standing is being challenged by the Defendants in any legal or administrative proceeding as of the Acceptance Date shall not be considered in Good Standing unless and until their legal occupancy is confirmed at the conclusion of such proceeding.

(b) The right to participate in the Rent Programs shall be extended to the spouse, life partner, lineal ascendant (e.g., parent or grandparent) or lineal descendant (e.g., child or grandchild) of a Tenant, provided, however, that such person (i) has been identified as such on the last income affidavit submitted to the landlord immediately preceding January 1, 2001 and continues to be identified on subsequent income affidavits hereinafter, (ii) was utilizing the apartment as his or her primary residence as of January 1, 2001 and continues to utilize the apartment as his or her primary residence hereinafter, and (iii) is named as a co-tenant on the First Renewal Lease (as defined in paragraph 4).

2. In addition, all tenants of Ruppert Towers and Yorkville Towers shall (to the extent required by Section 352-eeee of the General Business Law of the State of New York and the regulations promulgated thereunder) be given the opportunity to buy their apartments in accordance with a "non-eviction" condominium offering plan (the "Condominium Conversion Plan") to be filed with the Department of Law. Initially, a preliminary

offering plan (the "Red Herring") shall be submitted for filing to the Department of Law and distributed to the Tenants in the manner required by law. The Condominium Conversion Plan, as accepted for filing by the Department of Law (the "Blackbook"), may differ from the Red Herring, provided, however, that the Condominium Conversion Plan, if and when it is filed with the Department of Law, shall provide, among other things, that (a) tenant purchasers may assign their respective purchase agreements after the amendment to the offering plan disclosing that the Blackbook has been declared effective, provided that, among other things, (i) an affidavit is delivered by the assignee that the assignee was not procured by the sponsor of the Condominium Conversion Plan (the "Sponsor"), the selling agent or the managing agent and that the assignee intends that he or a specified member of the assignee's immediate family will personally occupy the apartment, (ii) no assignment may take place less than fifteen (15) days before the scheduled closing and (iii) an assignment administration fee of $250 is paid to the Sponsor's counsel; and (b) tenant purchasers will be offered a twenty percent (20%) discount from the price set forth in the Blackbook offered to non-tenant purchasers. Nothing contained in this Proposed Settlement is or shall be construed to be an offer of any kind by Defendants to sell (or an agreement to sell) any apartments to members of the Class or to any other party, it being expressly understood and agreed that no apartments may be

sold or offered for sale until the Blackbook has been accepted for filing by the Department of Law.

3. Subject to all of the terms and conditions of this Stipulation, any Tenants not purchasing their apartment under the Condominium Conversion Plan ("Non-Purchasing Tenants") shall be eligible to participate in one of three subsidized or discounted rent programs with respect to their apartment: the "City Subsidy Program" (for Non-Purchasing Tenants whose household's True Gross Income (as defined in paragraph 4(c)) for the immediately preceding calendar year is below eighty percent (80%) of the Area Median Income); the "Landlord Supplemental Subsidy Program" (for Non-Purchasing Tenants whose household's True Gross Income for the immediately preceding calendar year is between eighty percent (80%) and one hundred percent (100%) of the Area Median Income); or the "Limited Rent Increase Program" (for Non-Purchasing Tenants whose household's True Gross Income for the immediately preceding calendar year exceeds one hundred percent (100%) of the Area Median Income) (the City Subsidy, Landlord Supplemental Subsidy and Limited Rent Increase Programs, collectively, the "Rent Programs"). "Area Median Income" means the median income (adjusted by family size) for the New York metropolitan statistical area as determined by the Secretary of the U.S. Department of Housing and Urban Development.

4. Notwithstanding the dissolution of Yorkville Housing Company as a Mitchell Lama company and the withdrawal of

Ruppert Towers and Yorkville Towers from the Mitchell Lama program (the "Mitchell Lama Withdrawal"), the leases in effect at the time of the dissolution (the "Mitchell Lama Leases") shall remain in effect until the termination date specified therein, subject to all of the terms and conditions thereof (including all surcharges payable under the Mitchell Lama program). Upon expiration of the respective Mitchell Lama Leases, the Non-Purchasing Tenants will be offered one or two year leases, at their option, hereinafter referred to as the "First Renewal" or "First Renewal Lease," provided, however, that they timely submit an accurate and complete application to participate in one of the three Rent Programs at least ninety (90) days before the expiration of their Mitchell Lama Lease, such application to be provided to the Non-Purchasing Tenants by the landlord. Provided further, however, that a Non-Purchasing Tenant whose Mitchell Lama Lease expires within the first ninety (90) days after the Mitchell Lama Withdrawal may submit an accurate and complete application not later than thirty (30) days after the expiration of their Mitchell Lama Lease.

(a) For Non-Purchasing Tenants eligible for the City Subsidy Program and electing a one year First Renewal Lease, the rent during the First Renewal will be an annual amount equal to the greater of (i) their immediately previous annual rent or (ii) one-third of the aggregate annual income for their household for the immediately preceding calendar year calculated in

accordance with Section 31 of the Private Housing Finance Law and the regulations promulgated thereunder, except excluding any amount of money, over and above back wages or salary, received during that preceding calendar year from an employer upon termination of the employment relationship, but only (i) to the extent that such amount is specifically allocable to years other than that year, or (ii) if no portion of that amount is specifically allocable, to the extent that such amount, when added to the employment compensation already received during that year prior to such termination of employment, exceeds the agreed-upon employment compensation for that year (or, if there is no agreed-upon compensation for that year, the expected compensation based on the compensation received the immediately preceding calendar year)[1] ("Modified Gross Income"), up to the HPD-determined vacancy rent for their apartment as of December 31, 1982, plus an amount equal to the (cumulative compounded) increases granted by the New York City Rent Guidelines Board (the

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[1] Any such amount not allocable to the year ("Termination Year") in which it was received in accordance with the above ("Carryover Severance"), shall be included in the calculation of Modified Gross Income for the subsequent year(s) to which it is specifically allocable, or, if not specifically allocable to a subsequent year, to the year(s) immediately following the Termination Year in an amount for each such following year equal to the employment compensation (including any allocated severance) received during the Termination Year, until the year in which the amount of the Carryover Severance is exhausted, for which year the remainder of the Carryover Severance shall be included.

"Rent Guidelines Board") for one year leases from December 31, 1982 until the commencement of the First Renewal Lease (the "HPD Adjusted 2001 Rent"). For Non-Purchasing Tenants electing a two year First Renewal Lease, the annual rent during the term of the First Renewal will be the greater of (i) their immediately previous annual rent or (ii) either (A) one-third of the Modified Gross Income for their household for one of the two immediately preceding calendar years, whichever year is higher, or (B), if the Modified Gross Income for one of those two years exceeds the Modified Gross Income for the other year by more than twenty-five percent (25%) and the Modified Gross Income for neither of the two years exceeds $100,000, one-third of the average of the Modified Gross Income for those two years, provided, however, that in no event will the annual rent during the First Renewal be more than the HPD Adjusted 2001 Rent. The City of New York will pay the landlord on a monthly basis, in advance, an amount equal to the HPD Adjusted 2001 Rent, less the monthly rent paid or to be paid by each Non-Purchasing Tenant participating in the City Subsidy Program. Notwithstanding the foregoing, if the City of New York fails to pay the landlord this amount within fifteen (15) days after the first day of the month to which such payment relates, the Tenant shall be liable for and pay the entire amount of the HPD Adjusted 2001 Rent for that month.

(b) For Non-Purchasing Tenants eligible for and electing to participate in the Landlord Supplemental Subsidy

Program and electing a one year First Renewal Lease, the rent during the First Renewal will be an annual amount equal to the greater of (i) their immediately previous annual rent or (ii) one-third of the Modified Gross Income for their household for the immediately preceding calendar year, up to the HPD Adjusted 2001 Rent. For Non-Purchasing Tenants electing a two year First Renewal Lease, the annual rent during the term of the First Renewal will be the greater of (i) their immediately previous annual rent or (ii) either (A) one-third of the Modified Gross Income for their household for one of the two immediately preceding calendar years, whichever year is higher, or (B), if the Modified Gross Income for one of those two years exceeds the Modified Gross Income for the other year by more than twenty-five percent (25%) and the Modified Gross Income for neither of the two years exceeds $100,000, one-third of the average of the Modified Gross Income for those two years, provided, however, that in no event will the annual rent during the First Renewal be more than the HPD Adjusted 2001 Rent.

(c) All Non-Purchasing Tenants not participating in either the City Subsidy Program or the Landlord Supplemental Subsidy Program, will be eligible to participate in the Limited Rent Increase Program, subject to all of the terms and conditions of this Stipulation. For Non-Purchasing Tenants electing to participate in the Limited Rent Increase Program and electing a one year First Renewal Lease, the rent during the First Renewal

will be an annual amount equal to the greater of (i) the HPD Adjusted 2001 Rent or (ii) one-third of the total income for their household as reported on their Federal income tax return(s) for the immediately preceding calendar year, plus the non-taxable portion of tax exempt income, including the non-taxable portion of IRA distributions[2], pensions and annuities and Social Security benefits, except excluding (A) the taxable amount of a conversion from a Traditional IRA to a Roth IRA (for the tax year 1999, this amount would be reflected on line 16 of IRS Form 8606) and (B) any amount of money, over and above back wages or salary, received during that preceding calendar year from an employer upon termination of the employment relationship, but only (x) to the extent that such amount is specifically allocable to years other than that year, or (y) if no portion of that amount is specifically allocable, to the extent that such amount, when added to the employment compensation already received during that year prior to such termination of employment, exceeds the agreed-upon employment compensation for that year (or, if there is no agreed-upon compensation for that year, the expected compensation

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[2] To the extent that a Non-Purchasing Tenant participating in the Limited Rent Increase Program takes IRA deductions during the calendar year immediately preceding the First Renewal Lease or in years thereafter (for tax year 1999, this would be reflected on line 23 of IRS Form 1040), the tenant will accrue a credit in the total amount of IRA deductions taken during that time period. That credit will be applied to offset the amount, if any, of any IRA distributions (for tax year 1999, this amount would be reflected on line 15a of IRS Form 1040) in subsequent years.

based on the compensation received the immediately preceding calendar year)[3] ("True Gross Income").[4] For Non-Purchasing Tenants electing a two year First Renewal Lease, the annual rent during the term of the First Renewal will be the greater of (i) the HPD Adjusted 2001 Rent or (ii) either (A) one-third of the True Gross Income for their household for one of the two immediately preceding calendar years, whichever year is higher, or (B), if the True Gross Income for one of those two years exceeds the True Gross Income for the other year by more than twenty-five percent (25%) and the True Gross Income for neither of the two years exceeds $100,000, one-third of the average of the True Gross Income for those two years. Provided, however, that in no event will the annual rent during the First Renewal be more than fifty percent (50%) greater than what it was in their expiring Mitchell Lama Lease.

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[3] Any such amount not allocable to the year ("Termination Year") in which it was received in accordance with the above ("Carryover Severance"), shall be included in the calculation of True Gross Income for the subsequent year(s) to which it is specifically allocable, or, if not specifically allocable to a subsequent year, to the year(s) immediately following the Termination Year in an amount for each such following year equal to the employment compensation (including any allocated severance) received during the Termination Year, until the year in which the amount of the Carryover Severance is exhausted, for which year the remainder of the Carryover Severance shall be included.

[4] For the tax year 1999, True Gross Income, before any exclusions or credits described above, would be reflected on line 22, plus lines 15a (less 15b), 16a (less 16b) and 20a (less 20b) of IRS Form 1040.

5. Upon expiration of the First Renewal Lease (and Subsequent Renewal Leases (as defined below)), the named tenant(s) on the First Renewal Lease who are in Good Standing, remain eligible for the applicable Rent Program, and are in compliance with the requirements of the applicable Rent Program, shall be offered one or two year renewal leases, at their option, each hereinafter referred to as the "Subsequent Renewal" or "Subsequent Renewal Lease," provided, however, that they timely submit an accurate and complete application to continue to participate in the Rent Program at least ninety (90) days before the expiration of their existing lease.

(a) For Non-Purchasing Tenants participating in either the City Subsidy Program or the Landlord Supplemental Subsidy Program and electing a one year Subsequent Renewal Lease, the rent during the Subsequent Renewal will be an annual amount equal to the greater of (i) their immediately previous annual rent or (ii) one-third of the Modified Gross Income for their household for the immediately preceding calendar year, up to the HPD Adjusted 2001 Rent as increased annually by one hundred and fifty percent (150%) of the respective Rent Guidelines Board increase(s) (cumulative compounded) for one year renewal leases granted from and after the commencement of the term of their First Renewal Lease ("HPD Adjusted Subsequent Rent"). For Non-Purchasing Tenants electing a two year Subsequent Renewal Lease, the annual rent during the Subsequent Renewal will be the greater

of (i) their immediately previous annual rent or (ii) either (A) one-third of the Modified Gross Income for their household for one of the two immediately preceding calendar years, whichever year is higher, or (B), if the Modified Gross Income for one of those two years exceeds the Modified Gross Income for the other year by more than twenty-five percent (25%) and the Modified Gross Income for neither of the two years exceeds $100,000, one-third of the average of the Modified Gross Income for those two years, provided, however, that in no event will the annual rent during the Subsequent Renewal be more than the HPD Adjusted Subsequent Rent. In the case of the City Subsidy Program, the City of New York will pay the landlord on a monthly basis, in advance, an amount equal to the HPD Adjusted 2001 Rent as increased annually by one hundred percent (100%) of the Rent Guidelines Board increase(s) (cumulative compounded) for one year renewal leases granted from and after the commencement of the term of their First Renewal Lease, less the monthly rent paid or to be paid by each Non-Purchasing Tenant participating in the City Subsidy Program. In the event, however, that the aggregate amount of the rent paid by a Non-Purchasing Tenant participating in the City Subsidy Program, together with any subsidy amount paid by the City, is less than the HPD Adjusted Subsequent Rent, the Tenant shall pay to the landlord the amount of the shortfall. Notwithstanding the foregoing, if the City of New York fails to pay the subsidy within fifteen (15) days after the first day of

the month to which such payment relates, the Tenant shall be liable for and pay the entire amount of the HPD Adjusted Subsequent Rent for that month.

(b) For Non-Purchasing Tenants electing to participate in the Limited Rent Increase Program and electing a one year Subsequent Renewal Lease, the rent during the Subsequent Renewal will be an annual amount equal to the greater of (i) their immediately previous annual rent, (ii) one-third of the True Gross Income for their household for the immediately preceding calendar year, or (iii) the HPD Adjusted Subsequent Rent. For Non-Purchasing Tenants electing a two year Subsequent Renewal Lease, the annual rent during the term of the Subsequent Renewal will be the greater of (i) their immediately previous annual rent, (ii) either (A) one-third of the True Gross Income for their household for one of the two immediately preceding calendar years, whichever year is higher, or (B), if the True Gross Income for one of those two years exceeds the True Gross Income for the other year by more than twenty-five percent (25%) and the True Gross Income for neither of the two years exceeds $100,000, one-third of the average of the True Gross Income for those two years, or (iii) the HPD Adjusted Subsequent Rent. Provided, however, that in no event will the annual rent during the Subsequent Renewal exceed the Market Rent (as defined in paragraph 6(d)) for their apartment.

6. (a) Subject to all of the terms and conditions of this Stipulation and of his or her lease, so long as a Non-Purchasing Tenant is in Good Standing at the expiration of his or her lease, continues to qualify under a particular Rent Program for which such Non-Purchasing Tenant was originally approved, timely submits accurate and complete applications for Subsequent Renewal Leases under such a Rent Program, and continues to comply with the requirements of such Rent Program, such Non-Purchasing Tenant shall have the right to receive Subsequent Renewal Leases under the applicable Rent Program.

(b) Once a Non-Purchasing Tenant fails to qualify for, or elects not to participate in, either the City Subsidy or Landlord Supplemental Subsidy Program, that Tenant is permanently ineligible for that Program. Accordingly, a Non-Purchasing Tenant electing to participate in the City Subsidy Program may not subsequently participate in the Landlord Supplemental Subsidy Program and vice versa. Notwithstanding the foregoing, and provided that they are otherwise in compliance with the terms of this Stipulation, Non-Purchasing Tenants electing to participate in either the City Subsidy or Landlord Supplemental Subsidy Program shall not be precluded from subsequently participating in the Limited Rent Increase Program, even if their household's True Gross Income for the immediately preceding calendar year is below one hundred percent (100%) of the Area Median Income.

(c) In the event that the Rent Guidelines Board ceases to exist, the HPD Adjusted Subsequent Rent will be determined by utilizing the average one year rent increases for the ten (10) year period prior to the Rent Guidelines Board's demise and comparing such increases to United States Department of Commerce (or successor agency) Consumer Price Index number for the New York-Northeastern New Jersey area (or, in the absence of that number, any comparable index recognized by the Real Estate Board of the City of New York) to develop a ratio which will be employed as a proxy for future increases. Any dispute regarding the determination of the HPD Adjusted Subsequent Rent after the demise of the Rent Guidelines Board shall be resolved by arbitration pursuant to paragraph 6(j).

(d) At no time shall rent charged to a Non-Purchasing Tenant exceed the Market Rent for his or her apartment. "Market Rent" shall mean rents charged and received for comparable non-rent regulated apartments outside of the Rent Programs.

(e) "Immediately previous annual rent," as it relates to rents under a Mitchell Lama Lease, shall include the base rent, all additional rent and all surcharges pursuant to Section 31 of the Private Housing Finance Law of the State of New York and the regulations promulgated thereunder by HPD in effect at the time of the Mitchell Lama Withdrawal.

(f) (i) Each Non-Purchasing Tenant participating in one of the three Rent Programs shall, together with his or her application to participate in that Rent Program, furnish an affidavit attesting to the Modified Gross Income and True Gross Income, as the case may be, of his or her household for the immediately preceding calendar year (an "Income Affidavit") as a precondition to participating in the Rent Program. All members of the Non-Purchasing Tenant's household shall be listed on the Income Affidavit whether or not income was earned. The Non-Purchasing Tenant shall submit subsequent Income Affidavits on a yearly basis thereafter, and as a precondition to being tendered a Subsequent Renewal Lease.

(ii) If, at the time a Non-Purchasing Tenant is required to furnish an Income Affidavit, any member(s) of the Tenant's household have not filed income tax return(s) for the immediately preceding calendar year, the Tenant shall use the best information available to estimate the Modified Gross Income or True Gross Income, as the case may be, of his or her household for that calendar year; provided, however, that the Tenant shall be required to furnish a supplemental Income Affidavit (a "Supplemental Income Affidavit") confirming the actual Modified Gross Income or True Gross Income, as the case may be, of his or her household within fifteen (15) days after the relevant income tax return(s) are filed. Any rent calculated based on the estimated information provided in an Income Affidavit shall be

recalculated based on the actual information subsequently provided in a Supplemental Income Affidavit, the recalculated rent applied retroactively to the commencement of the lease at issue, and the shortfall or overage, if any, paid to the landlord or Tenant, as the case may be, within ten (10) days after demand.

(iii) Each Non-Purchasing Tenant's household shall, upon request, furnish HPD and/or the landlord, as the case may be, certified copies of their New York State Income Tax returns, as well as a transcript of their Federal tax return for audit or verification purposes ("Verifying Information"), provided, however, that if the tax return(s) have not been filed at the time of the request, the Tenant shall furnish them to HPD and/or the landlord, as the case may be, and/or request a copy of the relevant transcript, within fifteen (15) days after they are filed.

(iv) The landlord agrees to keep the information provided by a Non-Purchasing Tenant in his or her Income or Supplemental Income Affidavits and all Verifying Information strictly confidential, subject to compliance with any law or order of any court, and subject to the landlord's right to provide the information to the City of New York or its agencies in connection with the City Subsidy Program.

(v) If a Non-Purchasing Tenant provides false information to the landlord, or either fails to furnish Verifying Information within a reasonable time after request or

to submit a Supplemental Income Affidavit if required, after written notice and a reasonable opportunity to cure (not to exceed thirty (30) days), that Tenant's eligibility for any of the Rent Programs shall terminate and the landlord shall be entitled to charge Market Rent for the apartment. In addition, that Tenant shall pay a penalty in an amount equal to the difference between the total rent charged and the rent properly chargeable during the period in which the rent was based on the false or estimated information and/or in which the Non-Purchasing Tenant failed to furnish the Verifying Information, plus the maximum interest allowed by law on that amount and all collection costs incurred by the landlord, including reasonable attorneys' fees. Provided, however, that if the false information provided to the Landlord was based on information from a tax return that was subsequently amended, and, provided further, that the Non-Purchasing Tenant provides corrected information and a copy the amended tax return to the landlord within fifteen (15) days after the amended tax return is filed with the relevant taxing authority, the Tenant shall pay the aforementioned penalty and interest, but shall not lose his or her eligibility to participate in the Rent Programs. In the case of either a failure to furnish the Verifying Information within a reasonable time after request or a failure to submit a Supplemental Income Affidavit if required, the rent properly chargeable shall be an amount equal to the Market Rent for the apartment.

(g) A Non-Purchasing Tenant participating in one of the three Rent Programs is prohibited from subletting his or her apartment or assigning his or her lease. In the event that a Non-Purchasing Tenant violates this prohibition, the purported sublease or assignment shall be void and of no force or effect, the Non-Purchasing Tenant's eligibility for any of the Rent Programs shall terminate, and the landlord shall be entitled to charge Market Rent for the apartment.

(h) In the event that a Non-Purchasing Tenant participating in one of the three Rent Programs (i) fails to pay the rent due (after the expiration of any applicable grace period) or (ii) is in default (other than as a result of non-payment of rent) of his or her lease, after written notice and expiration of a five (5) day period in which to cure the default (unless the default cannot be reasonably cured within five (5) days, in which event the Tenant shall commence the cure within the five (5) day cure period and thereafter reasonably pursue the cure of the default), that Tenant's eligibility for any of the Rent Programs shall terminate and the landlord shall be entitled to obtain possession of the apartment in a non-payment proceeding and to collect unpaid rent. Nothing contained in this Proposed Settlement is intended to grant or extend to Tenants, in any nonpayment or eviction proceeding that may be brought by landlord, any additional grace, cure or redemption periods beyond the minimum cure or redemption periods that may be required by

law to be afforded to Tenants in connection with such proceedings. Notwithstanding anything to the contrary herein, nothing shall preclude a Non-Purchasing Tenant from withholding payment of rent for a legally permissible reason.

(i) Except as expressly provided in the Proposed Settlement, the terms of any First Renewal or Subsequent Renewal Lease shall be on such usual and customary terms as are applicable to non-rent regulated apartments in the New York City metropolitan area as reasonably determined by the landlord.

(j) The parties agree to submit any dispute relating to the administration of the Rent Programs to expedited arbitration before a standing panel of three (3) arbitrators (one to be chosen by Ruppert Yorkville Tenants Association (or its successor) (the "Tenants Association")[5], one by the landlord and the third to be mutually agreed upon by the Tenants Association and the landlord, or if they are unable to agree, by the two chosen arbitrators)[6] including, without limitation: (i) a

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[5] In the event that the arbitrator chosen by the Tenants Association becomes unable or unwilling to serve as an arbitrator and the Tenants Association is no longer in existence, the successor arbitrator shall be chosen by the outgoing arbitrator, or, if he/she is unable or unwilling to choose a successor, by the New York State Assemblyperson whose district encompasses Ruppert Towers and Yorkville Towers.

[6] If, for any reason, the parties are unable to establish a standing panel of arbitrators, the parties agree to submit any dispute relating to the administration of the Rent Programs to expedited arbitration before a panel of three (3) arbitrators (two (2) party-appointed arbitrators and a

Tenant's Good Standing under paragraph 1; (ii) a Tenant's eligibility to participate in any of the three Rent Programs (including any dispute relating to affidavits of Modified and True Gross Income and the calculation of that income) or the determination of rents chargeable thereunder (including the determination of the HPD Adjusted 2001 and HPD Adjusted Subsequent Rents); (iii) a Tenant's compliance with the requirements of the Rent Programs; and (iv) the Market Rent for an apartment. For the avoidance of doubt, nothing herein shall require arbitration of any dispute that is within the exclusive jurisdiction of the Courts of the State of New York or any other court of competent jurisdiction (including, without limitation, any non-payment or eviction proceedings) or any dispute with respect to the implementation and enforcement of the terms of the Proposed Settlement within the jurisdiction of the Court (including, without limitation, any disputes relating to the Mitchell Lama Withdrawal). The arbitration hearing shall be conducted in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association. The arbitrators, in their discretion, may award costs and reasonable attorneys' fees to the prevailing party if

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neutral arbitrator agreed to by the parties or, if they are unable to agree, chosen by the party-appointed arbitrators or, if they are unable to agree, by the American Arbitration Association) at the American Arbitration Association in New York City.

the arbitrators find that an arbitration was commenced in bad faith. Any decision of the arbitrators shall be final and binding, subject only to any right of review that may exist as a matter of law. For the avoidance of doubt, any legal or administrative proceeding commenced against a Non-Purchasing Tenant prior to the Acceptance Date shall not be subject to this subparagraph, unless the parties to the proceeding agree otherwise.

(k) The failure to timely submit an accurate and complete application to participate in the Rent Programs shall terminate a Non-Purchasing Tenant's eligibility to participate in the Rent Programs and the landlord shall be entitled to charge Market Rent for the apartment.

(l) Nothing contained in this Stipulation shall be deemed to reduce or restrict in any manner the rights or remedies of the landlord or any tenant under any Mitchell Lama Lease. Without limiting the foregoing, the landlord retains its right to obtain occupancy of an apartment following default by a tenant and to collect unpaid rent and any other money due under such leases. Except as expressly set forth in this Stipulation, nothing contained herein shall be construed to require or imply that the Mitchell Lama law shall continue to apply to Yorkville Towers and Ruppert Towers following the Mitchell Lama Withdrawal.

(m) To facilitate the smooth administration of the Rent Programs, if a Non-Purchasing Tenant fails to execute

and deliver a First Renewal or Subsequent Renewal Lease, as the case may be, as submitted by the landlord to the Tenant for the Tenant's signature and return, and the apartment shall not be vacated prior to the later of (i) the scheduled commencement of the term of such lease or (ii) thirty (30) days after the mailing or personal delivery of such lease to the Tenant, the Tenant shall be deemed to have executed, delivered, and agreed to the terms of such lease, unless the Tenant shall have theretofore commenced an arbitration proceeding in accordance with the provisions of Paragraph 6(j) regarding any dispute or disagreement he or she has with the terms of such lease, in which case the terms not submitted to arbitration shall be binding upon the Tenant. If the Tenant is disputing the amount of the rent in the new lease, the determination whether the Tenant shall, during the pendency of the arbitration, pay the stated rent in the new lease or the rent under the prior lease shall be determined by the arbitrators at the commencement of the arbitration proceeding (the "Interim Rent"). In the event that the Tenant fails to pay the Interim Rent, the landlord shall be entitled to obtain possession of the apartment in an non-payment proceeding and to collect unpaid rent.

(n) If a Non-Purchasing Tenant fails to elect or to timely submit an accurate and complete application for any of the three Rent Programs, that Tenant, nevertheless, shall be offered a renewal lease by the landlord on terms (including an

annual rent not exceeding the Fair Market rent for the apartment) to be set by landlord in its sole discretion. If such Tenant fails to execute such lease as submitted by the landlord to the Tenant for the Tenant's signature and return, and the apartment shall not be vacated prior to the later of (i) the scheduled commencement of the term of such lease or (ii) thirty (30) days after the mailing or personal delivery of such lease to the Tenant, the Tenant shall be deemed to have executed, delivered and agreed to the terms of such lease, and if the Tenant fails to pay the new rent as set forth in such lease, the landlord shall be entitled to obtain possession of the apartment in a non-payment proceeding and to collect unpaid rent.

(o) In the event that there is any conflict between the time in which an act or omission must be cured or an act must be performed under the terms of this Agreement, and a controlling applicable minimum statutory time period of greater length, the longer minimum statutory time period shall control.

7. In consideration of the foregoing:

(a) The Class Representatives, all of the members of the Class, and their respective heirs, executors, administrators, representatives, successors and assigns, hereby forever unconditionally and irrevocable release and discharge Yorkville Housing Company, Yorkville Associates and their respective affiliates, subsidiaries, predecessors, successors and assigns, and each and all of their current or former respective

officers, directors, employees, agents, trustees, advisors, attorneys, representatives, principals, shareholders, partners (general or limited), and those partners' employees, agents, advisors, representatives and partners (general or limited) (collectively, the "Yorkville Released Parties") from any and all claims, rights, causes of action, complaints, agreements, promises (express or implied), contracts, undertakings, indemnities, covenants, guarantees, grievances, liabilities, damages, rights, obligations, expenses, debts and demands whatsoever, in law or equity, known or unknown, of whatsoever kind or nature that were, could or might have been asserted in this Action to the extent they arise out of or relate to the claims asserted in the Complaint by the Class Representatives, on behalf of themselves or any member of the Class, whether individually, directly, representatively, derivatively or in any other capacity against the Yorkville Released Parties, including, but not limited to, those arising out of, in connection with or in any way related to the dissolution of Yorkville Housing Company as a Mitchell Lama company or the withdrawal of Yorkville Towers and Ruppert Towers from the Mitchell Lama program, from the beginning of time until the date that this Stipulation is executed, provided, however, that this does not release the Yorkville Released Parties from performing their obligations under the Proposed Settlement, nor does it release any claims by the State Attorney General under the Martin Act or any complaint

that a Tenant may file with the State Attorney General in connection with the Condominium Conversion Plan (the "Yorkville Released Claims").

(b) The Class Representatives, all of the members of the Class, and their respective heirs, executors, administrators, representatives, successors and assigns covenant and represent that they will not bring any action, lawsuit or administrative or arbitration proceeding, at law or in equity, asserting the Yorkville Released Claims against any of the Yorkville Released Parties. In the event this covenant not to sue is breached, the breaching party agrees to pay all costs and expenses of defending against any such action, lawsuit or administrative or arbitration proceeding incurred by any of the Yorkville Released Parties, including reasonable attorneys' fees.

(c) The Class Representatives, all of the members of the Class and Class Counsel covenant and agree not to take, or cause any other person to take, any action that would impede, or have the effect of impeding Defendants' efforts to dissolve Yorkville Housing Company as a Mitchell Lama company or withdraw Yorkville Towers and Ruppert Towers from the Mitchell Lama program in accordance with the terms of this Stipulation.

(d) Yorkville Housing Company, Yorkville Associates and their respective affiliates, subsidiaries, predecessors, successors and assigns, hereby forever unconditionally and irrevocable release and discharge the Class

Representatives, all of the members of the Class, and their respective heirs, executors, administrators, representatives, successors and assigns (collectively, the "Tenant Released Parties") from any and all claims, rights, causes of action, complaints, agreements, promises (express or implied), contracts, undertakings, indemnities, covenants, guarantees, grievances, liabilities, damages, rights, obligations, expenses, debts and demands whatsoever, in law or equity, known or unknown, of whatsoever kind or nature that were, could or might have been asserted in this Action to the extent they arise out of or relate to the counterclaim asserted in the Answer by the Defendants against the Tenant Released Parties, from the beginning of time until the date that this Stipulation is executed, provided, however, that this does not release the Tenant Released Parties from performing their obligations under the Proposed Settlement (the "Tenant Released Claims").

(e) Yorkville Housing Company, Yorkville Associates and their respective affiliates, subsidiaries, predecessors, successors and assigns covenant and represent that they will not bring any action, lawsuit or administrative or arbitration proceeding, at law or in equity, asserting the Tenant Released Claims against any of the Tenant Released Parties. In the event this covenant not to sue is breached, the breaching party agrees to pay all costs and expenses of defending against any such action, lawsuit or administrative or arbitration

proceeding incurred by any of the Tenant Released Parties, including reasonable attorneys' fees.

8. The obligations of the Defendants under the Proposed Settlement shall be in full compromise, settlement, release and discharge of the Released Claims.

**PRELIMINARY APPROVAL AND NOTICE**

9. Within ten (10) days after this Stipulation has been executed, the parties shall jointly move the Court for an Order (the "Preliminary Approval Order"), substantially in the form attached hereto as Exhibit A:

(a) directing that the Class Representatives provide the Notice of Proposed Settlement, in substantially the form annexed hereto as Exhibit B, by first class mail to all members of the Class;

(b) setting the date by which the Red Herring prospectus shall be presented to the members of the Class;

(c) providing that any individual Tenant who previously requested to be excluded from the Class may rescind his or her request and join the Class if they timely so advise both counsel of record;

(d) setting the date for a hearing pursuant to CPLR § 908 (the "Section 908 Hearing") to determine, inter alia, (i) the fairness, reasonableness and adequacy of the Proposed Settlement and whether it should be approved by the Court; and

(ii) whether a judgment should be entered dismissing the Action with prejudice and without costs;

(e) providing that any member of the Class who objects to the Proposed Settlement may appear at the Section 908 Hearing to show cause why the Proposed Settlement should not be approved as fair, reasonable and adequate, provided, however, that such person file their written objections to the Proposed Settlement with the Clerk of the Court, and serve copies thereof upon both counsel of record in the manner designated in the Notice of Proposed Settlement, at least ten (10) days prior to the date of the Section 908 Hearing or as otherwise ordered by the Court;

(f) staying all proceedings except those related to the evaluation and implementation of the Proposed Settlement until the Final Approval of the Proposed Settlement;

(g) providing that the Proposed Settlement does not constitute an admission of liability or of damages to the Class Representatives or the Class on the part of Defendants, or of the value of the Released Claims and the amount of damages suffered on the part of the Class Representatives or the Class;

(h) reserving jurisdiction by the Court over the consummation and implementation of the Proposed Settlement; and

(i) containing such other provisions as may be mutually agreed upon by the parties.

10. Within five (5) business days following entry of the Preliminary Approval Order, or within three (3) business days after the Red Herring is submitted for filing to the Department of Law, whichever is later, the Class Representatives shall send the Notice of Proposed Settlement to all members of the Class by first class mail. Plaintiffs shall bear the costs of mailing the Notice of Proposed Settlement.

**APPROVAL OF THE PROPOSED SETTLEMENT BY THE CLASS**

11. Pursuant to the terms of the Notice of Proposed Settlement to be mailed to all members of the Class, each member of the Class may vote for or against the Proposed Settlement by completing the ballot annexed to the Notice of Proposed Settlement, including the name, address (including apartment number), signature, and vote of such member of the Class for or against the Proposed Settlement, and mailing the ballot to Class Counsel so as to be postmarked within twenty (20) days following the date of the Notice of Proposed Settlement. The Proposed Settlement shall be approved by the Class unless more than one-third (1/3) of the total members of the Class shall timely mail ballots to Class Counsel voting against the Proposed Settlement, in which event the Proposed Settlement shall be terminated in accordance with paragraph 14 of the Proposed Settlement.

**FINAL APPROVAL**

12. It is a condition precedent of the Proposed Settlement that a Final Order and Judgment, substantially in the form attached hereto Exhibit C, be entered by the Court in the Action ("Final Approval"):

(a) approving the Proposed Settlement, and adjudging the terms of the Proposed Settlement to be fair, reasonable and adequate as to the Class Representatives and the members of the Class;

(b) permanently barring and enjoining the Class Representatives and each member of the Class from asserting, either individually or on behalf of any class, any and all Released Claims against the Released Parties;

(c) dismissing the Action against the Defendants and the counterclaim against the Plaintiffs, both with prejudice, on the merits and without costs, and discharging and releasing the Yorkville Released Parties from any and all of the Yorkville Released Claims and the Tenant Released Parties from any and all of the Tenant Released Claims;

(d) decreeing that the Proposed Settlement is not an admission of any wrongdoing, liability or damage whatsoever on the part of the Defendants;

(e) decreeing that the rents chargeable under the Rent Programs do not constitute unconscionable rents or

unconscionable rent increases beyond ordinary rentals for comparable apartments;

(f) reserving jurisdiction by the Court, except as otherwise provided for in paragraph 6(j), to enforce the terms of the Proposed Settlement; and

(g) containing such other provisions as may be mutually agreed upon by the parties.

**RIGHT OF WITHDRAWAL**

13. (a) Either party shall have the right to withdraw from the Proposed Settlement in the event that: (i) the Preliminary Approval Order, as provided for in paragraph 9 herein, is not entered substantially in the form specified herein, or in such form as to include any substantial or material modifications made without the consent of the parties; (ii) the Proposed Settlement is terminated or fails to become effective in accordance with its terms; (iii) the Final Order and Judgment, as provided for in paragraph 12 herein, is not entered substantially in the form specified herein, or in such form as to include any substantial or material modifications made without the consent of the parties; or (iv) the Final Order and Judgment is reversed, vacated or substantially modified upon appeal.

(b) In addition, Defendants shall have the right to withdraw from the Proposed Settlement in the event that (i) the limited partners of Yorkville Associates fail to grant

their consent to the Proposed Settlement within twenty (20) days after entry of the Preliminary Approval Order; (ii) Class Counsel fails either, within fifteen (15) days of the presentation of the Red Herring, to deliver a letter to the Department of Law (with a copy to Defendants' counsel) requesting, on behalf of the Class, that the Department of Law, at the earliest possible date, review and accept for filing the Red Herring, or within forty-five (45) days after the presentation of the Red Herring, to submit written comments on the Red Herring to the Department of Law, provided, however, that written comments relating to the engineering report commissioned by the Class may be submitted within sixty (60) days after presentation of the Red Herring; (iii) the Acceptance Date does not occur within thirty (30) days after entry of the Final Order and Judgment; (iv) the Defendants do not or cannot despite reasonable efforts successfully dissolve Yorkville Housing Company as a Mitchell Lama company and withdraw Yorkville Towers and Ruppert Towers from the Mitchell Lama program within sixty (60) days after the Acceptance Date; or (v) the Defendants do not or cannot despite reasonable efforts sell the minimum number of apartments in Ruppert Towers and Yorkville Towers necessary to declare the Blackbook effective in accordance with its terms.

(c) In the event that either party exercises its right to withdraw from the Proposed Settlement, a written notice of such withdrawal and the grounds therefor shall be promptly

served by first class mail by the party exercising that right on the undersigned counsel for the other party.

(d) As a result of any such withdrawal, the Proposed Settlement and any action taken or to be taken in connection therewith (including the Final Order and Judgment to be entered pursuant to paragraph 12 herein) shall be terminated and shall become null and void and have no further force and effect.

**EFFECT OF TERMINATION**

14. In the event that the Proposed Settlement is not approved by the Court, for any reason is terminated or fails to become effective in accordance with its terms, either party exercises its right to withdraw from the Proposed Settlement pursuant to paragraph 13 herein, or if the Final Order and Judgment is reversed, vacated or substantially modified upon appeal, the Proposed Settlement shall become null and void and of no further force and effect, the parties to the Action shall be restored to their respective positions in the Action before the signing of the Proposed Settlement with the exception of costs incurred in providing notice to the Class; the Preliminary Approval Order and/or the Final Order and Judgment, as the case may be, shall be vacated; and Plaintiffs shall cooperate with Defendants in seeking the prompt judicial resolution of the Action without delay.

## CONCLUSIVE EFFECT OF SETTLEMENT

15. Except in the event that the Proposed Settlement is rendered null and void and of no further force and effect pursuant to paragraph 14 herein, each member of the Class shall be bound by all of the terms of the Proposed Settlement, unless such member of the Class requested to be excluded from the Class in response to the Notice of Class Action Lawsuit.

16. Any of the individual tenants who previously requested to be excluded from the Class may rescind their request to be excluded and become a member of the Class with the right to participate in the Condominium Conversion Plan or Rent Programs by providing a written request of same to Class Counsel with a copy to counsel of record for the Defendants. This request must be postmarked by not later than ten (10) days before the Section 908 Hearing. If the excluded Class members do not rescind their request to be excluded and become a member of the Class they will not be eligible to participate in the benefits provided for in this Proposed Settlement.

## NO ADMISSION

17. Neither the Proposed Settlement, nor any negotiations or proceedings hereunder, nor any act performed or document executed pursuant to or in furtherance of the Proposed Settlement: (a) is, or may be deemed to be, or may be used as an admission or concession of, or evidence of, the validity of any

Released Claims, or of any wrongdoing or liability of the Released Parties or of any damages to the Class; (b) is, or may be deemed to be, or may be used as, an admission or concession of, or evidence of, any fault or omission of any Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal, other than in such proceedings as may be necessary to consummate or enforce the Proposed Settlement or the Final Order and Judgment, except that if the Proposed Settlement is approved, the Released Parties may file and use this Stipulation or the Final Order and Judgment in any action or proceeding in order to support a defense, claim, or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense, claim or counterclaim.

18. The Proposed Settlement shall not be deemed to be an admission by the Class Representatives or the members of the Class that the claims asserted in the Action are without merit, or of the amount of damages suffered on the part of the Class Representatives or the members of the Class.

**CLASS COUNSEL'S FEES AND EXPENSES**

19. (a) The legal fees and disbursements incurred by Class Counsel in its representation of Plaintiffs in this Action through November 30, 2000, in the total amount of $142,478.09

(the "Past Legal Expenses"), have been paid by the Tenants Association. The legal fees and disbursements incurred by Class Counsel in its representation of Plaintiffs in this Action after November 30, 2000, and to be incurred by Class Counsel in such representation on an ongoing basis through the date, if any, that the Blackbook is declared effective in accordance with its terms (the "Effective Date") (collectively, the "Additional Legal Expenses") (the Past Legal Expenses and Additional Legal Expenses, collectively, the "Legal Expenses") will continue to be paid by the Tenants Association.

(b) Defendants shall pay to the Tenants Association the total amount of reasonable Additional Legal Expenses incurred up to and including the Effective Date, in an amount not to exceed $250,000, together with the reasonable Past Legal Expenses, subject to receipt by Defendants' counsel of copies of Class Counsel's statements submitted to the Tenants Association for the Legal Expenses. For purposes of determining the reasonableness of the Legal Expenses, Defendants acknowledge that the billing rates charged by Class Counsel for their time in this Action are reasonable. The Legal Expenses shall be paid by Defendants to the Tenants Association within ten (10) days after the later of (i) the Effective Date, or (ii) the date the Final Order and Judgment shall be finally affirmed on appeal, or by lapse of time or otherwise is not subject to appeal.

(c) Except as provided for in this Stipulation, Defendants shall bear no other expenses, costs, damages or fees incurred by the Class Representatives, the Class, any member of the Class, the Tenants Association or any of their respective attorneys, experts, advisors, agents or representatives.

**MISCELLANEOUS PROVISIONS**

20. The undersigned: (a) agree that it is their intent to consummate the Proposed Settlement, if it is approved by the members of the Class pursuant to paragraph 11 and by the Court; (b) agree to cooperate to the extent necessary to effectuate and implement the terms and conditions of the Proposed Settlement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of the Proposed Settlement; (c) agree that the Proposed Settlement is the product of arms' length negotiations; and (d) agree to execute or cause to be executed such additional documents as are necessary to effectuate the terms of the Proposed Settlement.

21. All of the exhibits to the Proposed Settlement are material and integral parts hereof and are fully incorporated herein by reference.

22. The Proposed Settlement and the exhibits hereto may be amended or modified only by a written instrument signed by or on behalf of all of the parties hereto, or by stipulation

entered into by or on behalf of all of the parties hereto on the record before the Court.

23. The Proposed Settlement and the exhibits hereto constitute the entire understanding between the parties on the subjects covered herein and supercedes all prior agreements, arrangements and understandings, whether written or oral. Except as otherwise provided herein, each party shall bear its own costs.

24. The Proposed Settlement may be executed in two counterparts, each of which taken together shall constitute an original instrument, provided, however, that no party shall be bound hereby until all parties have executed same. The undersigned counsel for the parties shall exchange among themselves original signed counterparts, and a complete set of original executed counterparts of the Proposed Settlement shall be filed with the Court.

25. Without affecting the finality of the Final Order and Judgment entered in accordance with the Proposed Settlement, the Court shall retain jurisdiction, except as otherwise provided for in paragraph 6(j), with respect to implementation and enforcement of the terms of the Proposed Settlement, and each of the parties hereto submits to the jurisdiction of the Court for purposes of implementing the terms and conditions in the Proposed Settlement. Each member of the Class shall be deemed to have submitted to the jurisdiction of the Court.

26. The Proposed Settlement and the exhibits hereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws.

27. No failure by either party at any time to give notice of any breach by the other party, or to require compliance with, any condition or provision of the Proposed Settlement shall be deemed a waiver of any breach of a similar or dissimilar provision or condition at the time or at any prior or subsequent time, or of the same condition or provision of the Proposed Settlement at any prior or subsequent time.

28. Both parties, with the advice of counsel, have negotiated and drafted the Proposed Settlement and the exhibits hereto, and any ambiguity therein shall not be construed more strictly against either party.

29. The Proposed Settlement shall be binding upon, and inure to the benefit of, the parties hereto, the successors and assigns of the parties hereto and any corporation, partnership, or other entity into or with which any party hereto may merge, consolidate or reorganize.

Dated: March 22, 2001

WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP

By: _____

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New York, New York 10016
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Attorneys for Plaintiffs

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(212) 574-1200

Attorneys for Defendants

70600.002 #190402v4

Exhibit A

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

| | |
|---|---|
| LILA DYAS and RICHARD CATRONE on Behalf of Themselves and All Others Similarly Situated,<br><br>Plaintiffs,<br><br>- against -<br><br>YORKVILLE TOWERS HOUSING CO., INC., YORKVILLE TOWERS ASSOCIATES, JOHN/JANE DOES NOS. 1-10, and JOHN DOE CORPORATIONS NOS. 1-10,<br><br>Defendants. | Index No. 98/121496 |

**PRELIMINARY APPROVAL ORDER**

WHEREAS, the Court has reviewed the Stipulation and Agreement of Settlement and Dismissal between plaintiffs Lila Dyas and Richard Catrone (the "Class Representatives"), the named parties in the above-captioned class action (the "Action"), individually and on behalf of the Class they represent (as described below) (collectively, the "Plaintiffs"), and Yorkville Towers Housing Co., Inc. and Yorkville Towers Associates (a/k/a Yorkville Towers Associates, Limited Partnership) (collectively, the "Defendants"), dated March 22, 2001, including the exhibits annexed thereto (the "Proposed Settlement"); and

WHEREAS, by Memorandum Decision, dated April 27, 2000, the Court certified a class consisting of all residential tenants of Ruppert Towers and Yorkville Towers, located at 1601, 1619,

1623 and 1641 Third Avenue, New York, New York, and a subclass consisting of all members of the class who, between the time Defendants decided to withdraw Ruppert Towers and Yorkville Towers from the Mitchell Lama program and the time Defendants made this decision public, entered into leases or renewal leases for apartments at Ruppert Towers or Yorkville Towers (the class and subclass, collectively, the "Class"); and

WHEREAS, on or about September 13, 2000, a Notice of Class Action Lawsuit was mailed to the members of the Class advising them, among other things, of the pendency of the Action and their right to be excluded from the Class; and

WHEREAS, eleven individual households out of some 1,200 requested to be excluded from the Class; and

WHEREAS, the Court is familiar with and has reviewed the prior proceedings held herein; and

WHEREAS, it appears that the Class Representatives and the Defendants have agreed to a settlement of the Action upon the terms set forth in the Proposed Settlement under which the Action would be compromised, settled and dismissed on the merits, with prejudice and without costs, and that a hearing on the Proposed Settlement is warranted;

NOW, THEREFORE, it is hereby ORDERED that:

1. The Proposed Settlement is sufficiently fair, reasonable and adequate to warrant notice of a full hearing on it to members of the Class. Pursuant to the requirements of CPLR

§ 908, Notice of Proposed Settlement shall be given to all members of the Class.

2. The Court hereby preliminarily approves the Proposed Settlement and directs that a hearing pursuant to CPLR § 908 be held no less than ninety-eight (98) days after entry of this Preliminary Approval Order on _____, 2001, at ____ o'clock (the "Section 908 Hearing") to consider the fairness, reasonableness and adequacy of the Proposed Settlement to the Class and whether it should be approved by the Court, and whether a judgment should be entered dismissing the Action with prejudice and without costs.

3. Notice of Proposed Settlement, in substantially the form annexed hereto as Exhibit A, shall be mailed by first class mail by Plaintiffs at their expense (a) within five (5) days after the entry of this Preliminary Approval Order, or (b) within three (3) business days after the preliminary offering plan for the Condominium Conversion Plan (as defined in the Proposed Settlement) (the "Red Herring") is submitted for filing to the New York State Department of Law, whichever is later, at the direction and under the supervision of Class Counsel, to all members of the Class. Proof of mailing of the Notice of Proposed Settlement shall be filed with the Clerk of Court by Class Counsel at or prior to the Section 908 Hearing.

4. Notice given in the form and manner directed in paragraph 3 of this Order is hereby found to be due, adequate and

sufficient notice and the best notice practicable under the circumstances, and shall constitute the notice required by due process and CPLR § 908.

5. The Red Herring shall be presented to Class Counsel and the tenants of Ruppert Towers and Yorkville Towers (a) within five (5) days after entry of this Preliminary Approval Order, or (b) within three (3) business days after the Red Herring is submitted for filing to the New York State Department of Law, whichever is later.

6. The members of the Class shall have opportunity to vote on the Proposed Settlement by way of ballot annexed to the Notice of Proposed Settlement and the Proposed Settlement shall be approved by the Class unless more than one-third (1/3) of the total members of the Class shall timely vote against the Proposed Settlement.

7. Any of the individual tenants of Ruppert Towers and Yorkville Towers who previously requested to be excluded from the Class may rescind their request to be excluded and become a member of the Class by providing a written request of same to both Class Counsel and Defendant's counsel postmarked at least ten (10) days before the Section 908 Hearing.

8. Any members of the Class who have not previously elected to exclude themselves from the Class, or who timely rescind their request to be excluded from the Class, and who object to the Proposed Settlement may appear at the Section 908

Hearing, in person or by counsel, solely at such Class member's own expense, to show cause why the Proposed Settlement should not be approved as fair, reasonable and adequate. No Class member shall be heard or entitled in any way to contest the approval of the Proposed Settlement unless, at least ten (10) days before the Section 908 Hearing, such Class member files with the Clerk of Court a notice of intention to appear and their written objection(s) to the Proposed Settlement, along with all the other papers or memoranda they wish the Court to consider, and, on or before that date, serves copies of all such papers filed with the Court, in person or by first class mail, on both Class Counsel and Defendants' counsel at the addresses set forth in the Notice of Proposed Settlement. Any member of the Class who fails to object in the manner prescribed herein shall be deemed to have waived, and shall be foreclosed from raising, any objections to the Proposed Settlement.

9. Pending final approval of the Proposed Settlement by the Court, all proceedings in connection with prosecution of this Action are hereby stayed, except those proceedings in connection with effectuating the Proposed Settlement, and the Class Representatives and all Class members are barred and enjoined from commencing or prosecuting, either directly, representatively, or in any other capacity, any and all of the Yorkville Released Claims against the Yorkville Released Parties, as those terms are defined in the Proposed Settlement.

10. Neither this Preliminary Approval Order, the Proposed Settlement, any negotiations or proceedings in connection with the Proposed Settlement, nor any act performed or document executed pursuant to or in furtherance of the Proposed Settlement, shall in any way be construed, used as or deemed to be evidence of an admission of liability or of damages to the Class Representatives or the Class on the part of the Defendants, or of the value of any claims or the amount of any damages suffered on the part of the Class Representatives or the Class.

11. In the event that the Proposed Settlement is not approved by the Court, for any reason is terminated or fails to become effective in accordance with its terms, or either party exercises its right to withdraw from the Proposed Settlement under the terms therein, the Proposed Settlement shall become null and void and of no further force and effect. In such event, the Proposed Settlement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice as to the rights of any and all parties thereto, who shall be restored to their respective positions prior to the execution of the Proposed Settlement, with the exception of the costs incurred in providing notice to the Class.

12. The Court hereby reserves jurisdiction over the consummation and implementation of the Proposed Settlement, including the right to extend any of the foregoing dates, for good cause shown, and specifically retains the right to adjourn

the Section 908 Hearing by oral announcement on the original hearing date described above without further written notice to the members of the Class.

Dated: _____, 2001

E N T E R:

_____

J.S.C.

70600.002 #219169

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

Exhibit B

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|---|---|
| LILA DYAS and RICHARD CATRONE, on Behalf of Themselves and All Others Similarly Situated,<br><br>Plaintiffs,<br><br>-against-<br><br>YORKVILLE TOWERS HOUSING CO., INC., YORKVILLE TOWERS ASSOCIATES, JOHN/JANE DOES NOS. 1-10, and JOHN DOE CORPORATIONS NOS. 1-10,<br><br>The Names of the "John/Jane Doe" and "John Doe Corporation" Defendants Being Fictitious and Unknown to Plaintiffs, the Persons Intended Being the Individuals and Corporations Which, as Agents, Representatives, Principals, or Affiliates of Yorkville Towers Housing Co., Inc. and/or Yorkville Towers Associates, or on Behalf of Yorkville Towers Housing Co., Inc. and/or Yorkville Towers Associates, Engaged in or Committed the Fraud and Misrepresentations Alleged Herein,<br><br>Defendants. | Index No. 121496/98<br><br>Part Calendar No. 14488<br><br>**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT** |

TO ALL RESIDENTIAL TENANTS OF RUPPERT TOWERS AND YORKVILLE TOWERS, LOCATED AT 1601, 1619, 1623, and 1641 THIRD AVENUE, NEW YORK, NEW YORK (THE "CLASS").

**IMPORTANT:**
**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY**

**THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF THIS CLASS ACTION LAWSUIT AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AS A MEMBER OF THE CLASS. IF THE COURT APPROVES THIS PROPOSED SETTLEMENT, YOU WILL BE ELIGIBLE TO PARTICIPATE IN THE BENEFITS PROVIDED BY THE PROPOSED SETTLEMENT, YOU WILL BE BOUND BY THE TERMS OF THE PROPOSED SETTLEMENT (INCLUDING THE DISMISSAL OF THIS LAWSUIT AND THE RELEASE OF CLAIMS AGAINST THE DEFENDANTS), AND**

**YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS, OR ADEQUACY OF THE PROPOSED SETTLEMENT OR FROM PURSUING THE CLAIMS THAT ARE PROPOSED TO BE SETTLED.**

The purpose of this Notice is to inform you of the proposed Settlement of this class action lawsuit. A copy of the Stipulation and Agreement of Settlement and Dismissal (the "Stipulation of Settlement"), without its attachments, is attached to this Notice. While this Notice summarizes and describes the terms and conditions of the Stipulation of Settlement, the rights that you may have under the proposed Settlement, and the steps that you may take in connection with this lawsuit, it is only a summary description. The complete terms and conditions that will govern the proposed Settlement are set forth in the Stipulation of Settlement.

This Notice is not an expression of any opinion by the Court concerning the merits of any of the claims or defenses asserted by any party in this lawsuit.

IF YOU ARE NOT A RESIDENTIAL TENANT OF RUPPERT TOWERS OR YORKVILLE TOWERS UNDER A LEASE WITH THE DEFENDANTS, OR IF YOU RESIDE AT RUPPERT TOWERS OR YORKVILLE TOWERS IN AN APARTMENT LEASED TO AN ORGANIZATION, SCHOOL, DIPLOMATIC MISSION, OR OTHER "INSTITUTIONAL" TENANT, THEN THIS NOTICE DOES NOT APPLY TO YOU.

## BACKGROUND AND DESCRIPTION OF THE LAWSUIT

Defendant Yorkville Towers Housing Co., Inc. ("Yorkville Housing Co.") is the owner of Ruppert Towers and Yorkville Towers ("Ruppert-Yorkville"), and defendant Yorkville Towers Associates, also known as Yorkville Towers Associates, Limited Partnership ("Yorkville Associates") owns all of the shares of stock of Yorkville Housing Co., and is thus the beneficial owner of Ruppert-Yorkville. On June 1, 1998, Yorkville Associates notified the New York City Department of Housing Preservation and Development of its intention to withdraw Ruppert-Yorkville from the Mitchell-Lama program, under which it had received certain government benefits designed to encourage the development of affordable housing (such as low real estate acquisition costs, real estate tax exemptions, and long-term low interest government financing) in exchange for its agreement to maintain Ruppert-Yorkville subject to Mitchell-Lama regulations restricting their rents, profits, and selection of tenants.

On December 1, 1998, this lawsuit was commenced in the Supreme Court of the State of New York, County of New York against defendants Yorkville Housing Co. and Yorkville Associates ("Defendants"), as well as their unidentified agents and affiliates, seeking to prevent the withdrawal of Ruppert-Yorkville from the Mitchell-Lama program until June 20, 2008 or for another appropriate period of time, or to recover money damages (including punitive damages) if the withdrawal was

permitted. It was brought as a class action on behalf of the Class, as defined above, and on behalf of a subclass consisting of members of the Class who entered into or renewed leases for apartments at Ruppert-Yorkville between the time that Defendants decided to withdraw Ruppert-Yorkville from the Mitchell-Lama program (believed to be on or about December 1, 1997) and the time Defendants made this decision public on June 1, 1998.

The lawsuit alleged claims against Defendants for breach of contract, both in connection with their decision to withdraw Ruppert-Yorkville from the Mitchell-Lama program (Yorkville Housing Co. and its predecessor, it alleged, agreed to maintain Ruppert-Yorkville in the Mitchell-Lama program and subject to Mitchell-Lama regulations for a period of 40 years, i.e., until June 20, 2008, and breached that agreement by notifying New York City on June 1, 1998 of its intention to withdraw Ruppert-Yorkville from the Mitchell-Lama program) and in connection with the annual return on investment that they earned under the Mitchell-Lama law (Defendants allegedly circumvented the Mitchell-Lama profit restrictions by, among other things, paying substantial amounts to contractors and suppliers that are affiliates of Defendants, entering into "sweetheart" leases with their affiliates for commercial space at Ruppert-Yorkville, and using millions of dollars from the tenant-funded reserve fund to finance improvements that would increase the market rents they could charge after withdrawing from the Mitchell-Lama program); fraud in connection with the withdrawal (Defendants allegedly fraudulently omitted to disclose, or misrepresented, to tenants that they had the right to withdraw Ruppert-Yorkville from the Mitchell-Lama program at any time after 20 years from each building's occupancy date, and that as a result rent regulation would be lost and rents would increase to market levels); and breach of warranty of habitability in connection with their alleged failures properly to maintain, repair, and provide services to tenants at Ruppert-Yorkville.

Defendants denied the substantive allegations in the lawsuit and denied any wrongdoing or liability of any kind to the members of the Class and the subclass. In addition, Defendants asserted a counterclaim against the members of the Class and the Subclass, alleging that this lawsuit was commenced maliciously and with the intent of improperly interfering with Defendants' efforts and ability to withdraw Ruppert-Yorkville from the Mitchell-Lama program. Defendants sought money damages of no less than $1,250,000 for each month that they were prevented from withdrawing from the Mitchell-Lama program, together with punitive damages.

Plaintiffs denied the allegations of the counterclaim.

By Decision and Order dated September 13, 1999, the Court granted in part and denied in part Defendants' motion to dismiss certain of the claims against them in this lawsuit. In a

subsequent Decision and Order, the Court reinstated certain of the claims that it had dismissed.

By Decision and Order dated April 27, 2000, the Court granted plaintiffs' motion to certify the Class (which Defendants had, in part, consented to) and the subclass with respect to all of the claims in this lawsuit, and permitting this lawsuit to proceed as a class action. The Court also appointed plaintiffs Lila Dyas (a tenant of Yorkville Towers, and President of the Ruppert Yorkville Tenants Association) and Richard Catrone (a tenant of Ruppert Towers) as the representatives of the Class, and Mr. Catrone as the representative of the subclass.

On May 10, 2000, plaintiffs applied to the Court to dismiss Defendants' counterclaim. By Stipulation dated August 29, 2000, Defendants agreed to discontinue their prosecution of the counterclaim at this time, without prejudice to their right to interpose the counterclaim at some time in the future.

Finally, a Notice of Class Action Lawsuit, dated September 13, 2000, was served on all members of the Class to advise them of the pendency of this lawsuit and of their right to be excluded from the Class. Eleven tenants (out of a total of approximately 1,200) chose to be excluded from the Class.

## RIGHT TO REJOIN THE CLASS

A class action lawsuit is one in which one or more named plaintiffs bring suit on behalf of themselves and all other persons who are similarly situated. The result reached in the lawsuit, whether favorable or unfavorable, is binding on all class members who do not exclude themselves.

If a member of the Class in this lawsuit previously requested to be excluded from the Class in response to the Notice of Class Action Lawsuit, dated September 13, 2000, he or she will not benefit from the proposed Settlement and will not be eligible to participate in the programs provided for in the proposed Settlement (except as otherwise described in this Notice) unless he or she complies with the following procedures:

IF YOU HAVE PREVIOUSLY CHOSEN TO BE EXCLUDED FROM THE CLASS BUT NOW WISH TO REJOIN THE CLASS, YOU MAY DO SO BY REQUESTING IN WRITING TO RESCIND YOUR PRIOR REQUEST TO BE EXCLUDED FROM THE CLASS, AND MAILING THIS WRITTEN REQUEST (WHICH MUST, IN ADDITION, CONTAIN YOUR NAME, ADDRESS, APARTMENT NUMBER, AND SIGNATURE) TO COUNSEL FOR THE CLASS, AS FOLLOWS: WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP, 270 MADISON AVENUE, 9th FLOOR, NEW YORK, NEW YORK 10016, ATTN: MICHAEL E. FLEISS, ESQ. A COPY OF THIS REQUEST MUST, IN ADDITION, BE MAILED TO DEFENDANTS' COUNSEL, AS FOLLOWS: SEWARD & KISSEL LLP, ONE BATTERY PARK PLAZA, NEW YORK, NEW YORK 10004, ATTN: DALE C. CHRISTENSEN, JR., ESQ.

YOUR REQUEST TO REJOIN THE CLASS AND RESCIND YOUR PRIOR REQUEST TO BE EXCLUDED FROM THE CLASS MUST BE POSTMARKED NO LATER THAN 10 DAYS BEFORE THE SETTLEMENT HEARING TO BE HELD BEFORE THE HONORABLE JUSTICE IRA GAMMERMAN OF THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK, THE SCHEDULED DATE OF WHICH IS SET OUT BELOW, UNDER THE HEADING "NOTICE OF SETTLEMENT HEARING AND RIGHT TO APPEAR".

IF YOU TIMELY MAIL TO COUNSEL FOR THE CLASS, WITH A COPY TO DEFENDANTS' COUNSEL, YOUR WRITTEN REQUEST TO REJOIN THE CLASS AND RESCIND YOUR PRIOR REQUEST TO BE EXCLUDED FROM THE CLASS, CONTAINING THE INFORMATION DESCRIBED ABOVE, YOUR PRIOR REQUEST TO BE EXCLUDED FROM THE CLASS WILL BE DEEMED RESCINDED AND WITHDRAWN, AND YOU WILL ENJOY ALL OF THE RIGHTS AND BENEFITS, AND BE BOUND BY ALL OF THE DUTIES AND OBLIGATIONS, OF ALL MEMBERS OF THE CLASS.

IF, HOWEVER, YOU DID NOT PREVIOUSLY REQUEST TO BE EXCLUDED FROM THE CLASS, OR IF YOU PREVIOUSLY REQUESTED TO BE EXCLUDED AND NOW WISH TO REMAIN EXCLUDED FROM THE CLASS, YOU NEED NOT TAKE ANY ACTION AT THIS TIME TO MAINTAIN YOUR STATUS.

## PLAINTIFFS' POSITION CONCERNING SETTLEMENT

Plaintiffs' counsel, who have substantial experience in class action litigation, has conducted an extensive examination into the facts and law relating to the claims alleged in this lawsuit and in connection with the Court's rulings in this lawsuit, as described above. Among other things, plaintiffs' counsel has reviewed the Mitchell-Lama statute (Article II of the Private Housing Finance Law of the State of New York) and the regulations thereunder, as well as all of the available underlying documentation concerning Defendants' agreement to maintain Ruppert-Yorkville in the Mitchell-Lama program, much of which was obtained from various government entities (including the New York City Department of Housing Preservation and Development) via 14 separate Freedom of Information Law (FOIL) and other requests. Plaintiffs' counsel has also taken the deposition of a representative of Defendants, and has obtained certain documents from Defendants, in connection with issues affecting the certification of the Class and the subclass; the depositions of plaintiffs Lila Dyas and Richard Catrone were also taken. In addition, plaintiffs' counsel has thoroughly researched the applicable law with respect to plaintiffs' claims and Defendants' potential defenses to those claims.

Plaintiffs' counsel has taken into account the benefits that would accrue to the tenants of Ruppert-Yorkville from the proposed Settlement; the risk that if Defendants were to prevail in this litigation, they would be able to withdraw Ruppert-Yorkville from the Mitchell-Lama program and immediately increase rents to fair market levels; and that the rents provided for in the proposed Settlement could never exceed fair market levels

and, in many cases, would be significantly below fair market levels. In addition, plaintiffs' counsel has considered the likelihood that the litigation, if not now settled by voluntary agreement among the parties, would be extremely costly and protracted, and would involve many complex issues of fact and law that have not yet been determined by the Court and as to which experts may hold varying opinions, relating both to liability and remedy, as well as other uncertainties and risks inherent in litigation.

Based upon their extensive investigation, plaintiffs' counsel has concluded that the proposed Settlement provided for in the Stipulation of Settlement is fair, reasonable, adequate, and in the best interests of the tenants of Ruppert-Yorkville. They have therefore agreed -- subject to the approval of the members of the Class (as described below) and, after a hearing (as described below), the approval of the Court -- to settle the claims in this lawsuit upon the terms and provisions of the Stipulation of Settlement.

## DEFENDANTS' POSITION CONCERNING SETTLEMENT

Defendants vigorously deny all allegations of wrongdoing, liability, or damage of any kind to the Class and the subclass with respect to the matters alleged in this lawsuit, and believe that they acted properly and lawfully at all times. Nonetheless, they consider it desirable, without in any way acknowledging any fault or liability, to settle and terminate this lawsuit so as finally to put to rest all claims that were asserted or could have been asserted in this case arising out of the matters alleged in the pleadings and to avoid the further expense and burden of continued litigation (including discovery, possible further motion practice, a potential trial, and a possible appeal from the trial).

## SUMMARY OF TERMS OF PROPOSED SETTLEMENT

Counsel for plaintiffs and counsel for Defendants have now entered into, and submitted to the Court for its approval, the Stipulation of Settlement. If approved by the Court and by a vote of the members of the Class (as described below), this proposed Settlement will bind each member of the Class and will result in a total and final settlement of this lawsuit.

The complete terms of the proposed Settlement are set out in the Stipulation of Settlement, a copy of which (without its attachments) is attached to this Notice, and the original of which (including its attachments) is on file with the Court and available for inspection, as discussed under the heading "Scope of this Notice and Further Information" below.

The following is a summary of the principal terms of the proposed Settlement:

Condominium Conversion

1. A preliminary offering plan (the "Red Herring") will be submitted for filing with the New York State Attorney General's office to convert Ruppert-Yorkville to a condominium.

2. All tenants of Ruppert-Yorkville will be given the opportunity to buy their apartments as part of the conversion to condominium ownership, in accordance with the final condominium offering plan, when it is accepted for filing by the Attorney General's office (the "Blackbook").

3. All tenants of Ruppert-Yorkville will receive a copy of the Red Herring at or around the time that this Notice is sent to the members of the Class, and will therefore be able to review its terms in deciding whether or not to approve the proposed Settlement.

4. The Blackbook may differ from the Red Herring. It will, however, provide that the prices at which tenants may buy their apartments will be 20% lower than the prices offered to non-tenants in the Blackbook.

5. The Blackbook will also provide that tenants may enter into agreements to buy their apartments and then, after the offering plan has been declared effective, assign or sell those agreements to other people, so long as (a) those other people were not procured by the sponsor or the sponsor's agents; (b) those other people (or specified members of their immediate families) intend personally to live in the apartments; (c) any assignment or sale of a tenant's agreement to purchase his or her apartment must be made at least 15 days before the scheduled closing on the purchase of the apartment; and (d) a $250 administration fee is paid.

Rent Programs for Non-Purchasing Class Members: Introduction

THE PROVISIONS OF THE STIPULATION OF SETTLEMENT DEALING WITH THE VARIOUS SUBSIDIZED OR DISCOUNTED RENT PROGRAMS, AND ESPECIALLY WITH THE CALCULATION OF RENTS UNDER THOSE VARIOUS RENT PROGRAMS, ARE AMONG THE MOST COMPLEX IN THE STIPULATION OF SETTLEMENT. YOU ARE URGED TO READ WITH PARTICULAR CARE AND ATTENTION THE FOLLOWING SECTIONS OF THIS NOTICE, WHICH DESCRIBE THE RENT PROGRAMS TO BE ESTABLISHED UNDER THE PROPOSED SETTLEMENT, INCLUDING THE CALCULATION OF RENT AND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE PAYMENT OF RENT.

WHILE SAMPLE RENT CALCULATIONS ARE PROVIDED IN THIS NOTICE, THEY ARE FOR DEMONSTRATION PURPOSES ONLY; YOUR INDIVIDUAL FACTS AND CIRCUMSTANCES ARE CERTAIN TO DIFFER FROM THOSE USED IN THESE SAMPLES, AND YOUR RENT CALCULATIONS WILL NECESSARY BE FACT-SPECIFIC.

6. Withdrawal from Mitchell-Lama Program; Existing Mitchell-Lama Leases to Remain in Effect. Defendants will, upon the final settlement of this lawsuit, withdraw Ruppert-Yorkville from the Mitchell-Lama program. However, all leases in effect at the time of the withdrawal from the Mitchell-Lama program will remain in effect for the remainder of their terms, and both the landlord and the tenants will be required to continue to comply with all of the provisions of the leases until the expiration of their terms.

7. Subsidized or Discounted Rent Programs. Members of the Class who do not buy their apartments as part of the condominium conversion will have the right, upon the expiration of their Mitchell-Lama leases, to participate in one of the three subsidized or discounted rent programs that are described below. The specific subsidized or discounted rent program for which a Class member is eligible will be based on a calculation of the "True Gross Income" of the Class member's household, the calculation of which is described in paragraph 8 of this Notice. The calculations of the specific annual rents that members of the Class will be required to pay under each of the subsidized or discounted rent programs are also described below.

8. "True Gross Income". The True Gross Income for a Class member's household is

(a) the total income of all people in the household, as reported on each person's Federal Income Tax return for the prior year; plus

(b) the non-taxable portions of tax-exempt income for the prior year (including the non-taxable portion of IRA distributions, pensions, annuities, and Social Security benefits), but excluding the taxable amount (as reflected, for the tax year 1999, on line 16 of IRS Form 8606) of a conversion or "roll over" from a traditional IRA to a Roth IRA; however, if members of the Class member's household take IRA deductions during the calendar year prior to their first lease under one of the three subsidized or discounted rent programs, or during any subsequent year (as reflected, for the tax year 1999, on line 23 of IRS Form 1040), the total amount of all of these IRA deductions will constitute a credit that the Class member can use in the future, in years and in amounts to be decided by the Class member, to offset his or her household's IRA distributions (as reflected, for tax year 1999, on line 15a of IRS Form 1040); less

(c) any severance or "buy-out" payments received from an employer during the prior year and attributable to years other than that prior year, as follows:

(i) To determine the amount of any severance or "buy-out" payments attributable to years other than the prior year, take the amount of money received from an employer during

the prior year upon the termination of employment (i.e., over and above the wages and salary that were earned), and subtract from that amount the portion of the severance or "buy-out" payments that is specifically allocated to years other than the prior year. For example, if you were terminated and received severance in the year 2000 under an agreement which provided that 40% of the severance payment was attributable to the year of termination and 30% of the severance payment was attributable to each of the following 2 years, then 60% of the severance payment would have to be subtracted in calculating True Gross Income for 2000; only 40% of the total severance or "buy-out" payments would be included in calculating your household's True Gross Income for 2000. The balance of the total severance or "buy-out" payments would be included in calculating your household's True Gross Income for the subsequent year(s) to which it was specifically allocable (in this example, 30% of the total would be included in calculating True Gross Income for 2001 and 30% would be included in calculating True Gross Income for 2002).

(ii) If no portion of the severance or "buy-out" payments is specifically allocable to other years, then you would subtract any portion of the total severance or "buy-out" payments that, when added to the wages and salary already received during that year up to the time of termination, exceeds the agreed-upon wages and salary for the year. For example, if your agreed salary for 2000 was to be $40,000, but you were terminated on June 30th (having received $20,000 of your agreed salary), and you receive a $110,000 severance payment that is not specifically allocable to any particular year, then you would exclude the portion of that $110,000 severance payment that, when added to the $20,000 salary you had already received when you were terminated, exceeded your $40,000 agreed-upon salary for the year -- $90,000 (since $20,000 + $110,000 = $130,000 - $40,000 = $90,000). This excluded portion of the total severance or "buy-out" payments would be included in calculating your household's True Gross Income for the years immediately following the year of termination, by allocating to each of the immediately following years an amount equal to the compensation (that is, wages/salary and severance) received during the year of termination, until this excluded portion is fully allocated. (In the example contained in this paragraph, for example, $40,000 of the severance or "buy-out" payments that were excluded from 2000 True Gross Income would be allocated to 2001, another $40,000 would be allocated to 2002, and the remaining $10,000 would be allocated to 2003.)

(iii) If the amount of compensation that was to be paid for that year was never agreed upon, then use the amount of compensation that was received during the preceding year. For example, if you received $35,000 of compensation in 1999 but the amount of salary that you were to receive for 2000 was never set and you were terminated on June 30th (having received $20,000 of salary), and you receive a $110,000 severance

payment that is not specifically allocable to any particular year, then you would exclude the portion of that $110,000 severance payment that, when added to the $20,000 salary you had already received when you were terminated, exceeded your $35,000 1999 salary -- $95,000 (since $20,000 + $110,000 = $130,000 - $35,000 = $95,000). This excluded portion of the total severance or "buy-out" payments would be included in calculating your household's True Gross Income for the years immediately following the year of termination, by allocating to each of the immediately following years an amount equal to the compensation (that is, wages/salary and severance) received during the year of termination, until this excluded portion is fully allocated. (In the example contained in this paragraph, for example, $35,000 of the severance or "buy-out" payments that were excluded from 2000 True Gross Income would be allocated to 2001, another $35,000 would be allocated to 2002, and the remaining $25,000 would be allocated to 2003.)

For the tax year 1999, assuming nobody in your household received any severance or "buy-out" payments and nobody converted from a Traditional IRA to a Roth IRA, the True Gross Income for your household would be calculated by adding the following information from the Federal Income Tax returns (IRS Form 1040) filed by all members of your household: line 22 plus line 15a (less 15b) plus line 16a (less 16b) plus line 20a (less 20b).

9. 1- or 2-Year Initial Lease Under Subsidized or Discounted Rent Program, Upon Timely Application. Upon the expiration of the term of his or her Mitchell-Lama lease, a member of the Class who does not buy his or her apartment will be offered a 1- or 2-year lease (at the Class member's option) under one of the three subsidized or discounted rent programs that are described below, provided that the Class member has timely submitted a complete and accurate application, on a form to be provided by the landlord, for participation in that subsidized or discounted rent program. This application must be submitted at least 90 days before the expiration of the Class member's Mitchell-Lama lease (except that if the Class member's Mitchell-Lama lease expires less than 90 days after Ruppert-Yorkville is withdrawn from the Mitchell-Lama program, the application may be submitted within 30 days after the expiration of the Class member's Mitchell-Lama lease). A Class member's failure timely to submit a complete and accurate application to participate in one of the subsidized or discounted rent programs will terminate his or her eligibility to participate in any of the rent programs, and will entitle the landlord to charge market rent for the apartment.

10. "Good Standing". In order to be eligible to participate in the subsidized or discounted rent programs that are described below, a member of the Class must be a tenant in "Good Standing" as of both (a) 30 days after the Blackbook is accepted for filing by the Attorney General's office, and (b) the

date the Class member's current Mitchell-Lama lease expires. "Good Standing" means that a tenant named on a lease for a Ruppert-Yorkville apartment is current in the payment of rent (including any rent surcharges); is living in the apartment as his or her primary residence; is not in default under his or her lease; and, in the case of a first lease under the subsidized or discounted rent programs, is legally occupying the apartment under the provisions of the Mitchell-Lama program (which includes, for example, complying with restrictions against subletting).

11. Advance Notice of Class Members Claimed Not To Be In "Good Standing". Within 3 days after the Blackbook is accepted for filing by the Attorney General's office (that is, at least 27 days before the first of the dates when a member of the Class must be in "Good Standing" in order to participate in one of the subsidized or discounted rent programs), Defendants will identify in writing for plaintiffs' counsel any Class member whom Defendants claim is not a tenant in "Good Standing". Those Class members whose "Good Standing" is being challenged by Defendants in any lawsuit or administrative proceeding as of the date the Blackbook is accepted for filing by the Attorney General's office shall not be considered to be in "Good Standing" until their legal occupancy is confirmed at the end of that lawsuit or proceeding.

12. Extended Rights to Participate in Subsidized or Discounted Rent Programs. The spouse, life partner, parent or grandparent, or child or grandchild of a Class member who is eligible to participate in one of the subsidized or discounted rent programs that are described below will also have the right to participate in that subsidized or discounted rent program. In order to be eligible, however, the spouse, life partner, parent or grandparent, or child or grandchild (a) must have been identified on the last income affidavit submitted to Defendants prior to January 1, 2001 and continue to be identified on subsequent income affidavits, (b) must have lived in the apartment as his or her primary residence as of January 1, 2001 and continue subsequently to live in the apartment as his or her primary residence, and (c) must be named as a co-tenant on the Class member's first lease under one of the subsidized or discounted rent programs.

**Rent Programs for Non-Purchasing Class Members: The "City Subsidy Program"**

13. Income Eligibility. Members of the Class who do not purchase their Ruppert-Yorkville apartments as part of the condominium conversion, and whose household's True Gross Income (the calculation of which is described in paragraph 8 of this Notice) for the prior calendar year is less than 80% of the median income for the New York metropolitan statistical area as determined by the Secretary of the United States Department of

Housing and Urban Development, are eligible to participate in the City Subsidy Program. As of March 9, 2000 (the most recent figures available), the median income figures for the New York metropolitan statistical area as determined by the Secretary of the Department of Housing and Urban Development -- which vary according to the size of a household -- and 80% of those median income figures are as follows:

| Household Size | Median Income | 80% of Median Income |
|---|---|---|
| 1 person | $39,312.50 | $31,450.00 |
| 2 people | $44,937.50 | $35,950.00 |
| 3 people | $50,562.50 | $40,450.00 |
| 4 people | $56,187.50 | $44,950.00 |
| 5 people | $60,687.50 | $48,550.00 |
| 6 people | $65,187.50 | $52,150.00 |
| 7 people | $69,687.50 | $55,750.00 |
| 8 people | $74,187.50 | $59,350.00 |

By comparing your household's True Gross Income (as defined in paragraph 8, above) for the year 2000 to the 80% of median income figure listed above for a household of your size, you can determine whether, if the rent programs under the Stipulation of Settlement were in effect today, you could participate in the City Subsidy Program (to participate, your household's True Gross Income would have to fall below the 80% of median income figure for a household of your size). Please note that the median income figures for the New York metropolitan statistical area are revised annually by the Secretary of the Department of Housing and Urban Development (and will probably be revised before the Blackbook is declared effective), and that in many cases your household's income will vary from year to year. These yearly changes in area median income figures and in household income may affect your eligibility to continue to participate in the City Subsidy Program.

14. Initial 1-Year Lease. If you are eligible to participate in the City Subsidy Program and you choose, for your first lease under the program, to receive a 1-year lease, then your total rent for the year of this lease will be the greater of the following:

(A) your Mitchell-Lama rent for the prior year (including base rent and any additional rent and surcharges); or

(B) one-third (⅓) of the aggregate income earned by the members of your household during the prior calendar year, as that income has been calculated until now for purposes of the Mitchell-Lama program, i.e., calculated pursuant to Section 31 of the Private Housing Finance Law and the regulations promulgated under that Section. (This amount is referred to in the Stipulation of Settlement as the "Modified Gross Income.") In calculating Modified Gross Income, exclude any severance or "buy-

out" payments received from your employer or the employer of a member of your household during the prior calendar year and attributable to years other than that prior calendar year, as follows:

(i) To determine the amount of any severance or "buy-out" payments attributable to years other than the prior year, take the amount of money received from an employer during the prior year upon the termination of employment (i.e., over and above the wages and salary that were earned), and subtract from that amount the portion of the severance or "buy-out" payments that is specifically allocated to years other than the prior year. For example, if you were terminated and received severance in the year 2000 under an agreement which provided that 40% of the severance payment was attributable to the year of termination and 30% of the severance payment was attributable to each of the following 2 years, then 60% of the severance payment would have to be excluded in calculating the aggregate income earned by your household during the prior calendar year; only 40% of the total severance or "buy-out" payments would be included in your household's Modified Gross Income for 2000. The balance of the total severance or "buy-out" payments would be included in calculating your household's Modified Gross Income for the subsequent year(s) to which it was specifically allocable (in this example, 30% of the total would be included in calculating Modified Gross Income for 2001 and 30% would be included in calculating Modified Gross Income for 2002).

(ii) If no portion of the severance or "buy-out" payments is specifically allocable to other years, then you would exclude any portion of the total severance or "buy-out" payments that, when added to the wages and salary already received during that year up to the time of termination, exceeds the agreed-upon wages and salary for the year. For example, if your agreed salary for 2000 was to be $40,000, but you were terminated on June 30th (having received $20,000 of your agreed salary), and you receive a $110,000 severance payment that is not specifically allocable to any particular year, then you would exclude the portion of that $110,000 severance payment that, when added to the $20,000 salary you had already received when you were terminated, exceeded your $40,000 agreed-upon salary for the year -- $90,000 (since $20,000 + $110,000 = $130,000 - $40,000 = $90,000). This excluded portion of the total severance or "buy-out" payments would be included in calculating your household's Modified Gross Income for the years immediately following the year of termination, by allocating to each of the immediately following years an amount equal to the compensation (that is, wages/salary and severance) received during the year of termination, until this excluded portion is fully allocated. (In the example contained in this paragraph, for example, $40,000 of the severance or "buy-out" payments that were excluded from 2000 Modified Gross Income would be allocated to 2001, another $40,000

would be allocated to 2002, and the remaining $10,000 would be allocated to 2003.)

(iii) If the amount of compensation that was to be paid for that year was never agreed upon, then use the amount of compensation that was received during the preceding year. For example, if you received $35,000 of compensation in 1999 but the amount of salary that you were to receive for 2000 was never set and you were terminated on June 30th (having received $20,000 of salary), and you receive a $110,000 severance payment that is not specifically allocable to any particular year, then you would exclude the portion of that $110,000 severance payment that, when added to the $20,000 salary you had already received when you were terminated, exceeded your $35,000 1999 salary -- $95,000 (since $20,000 + $110,000 = $130,000 - $35,000 = $95,000). This excluded portion of the total severance or "buy-out" payments would be included in calculating your household's Modified Gross Income for the years immediately following the year of termination, by allocating to each of the immediately following years an amount equal to the compensation (that is, wages/salary and severance) received during the year of termination, until this excluded portion is fully allocated. (In the example contained in this paragraph, for example, $35,000 of the severance or "buy-out" payments that were excluded from 2000 Modified Gross Income would be allocated to 2001, another $35,000 would be allocated to 2002, and the remaining $25,000 would be allocated to 2003.)

> For example: Assume that you a Class member living in Apartment 22C at 1619 Third Avenue. You live there with your spouse and your 2 children. In 1999, you earned $27,000 and your spouse earned $16,000. In 2000, you earned $26,000 and your spouse earned $16,000. There were no non-taxable IRA distributions, pension income, annuity income, or Social Security benefits in either year, and neither you nor your spouse received any severance income in either year. Your children had no income in either year. Your household's aggregate income for 1999 and 2000 as calculated under the Mitchell-Lama program -- your Modified Gross Incomes -- were (for argument sake) $28,000 and $27,000, respectively. Your Mitchell-Lama rent for 2000 (including any additional rent and surcharges) was $670 per month. You have chosen not to purchase your apartment as part of the condominium conversion.
>
> Under paragraph 8 of this Notice, your True Gross Income for 2000 is $42,000, which falls below the 80% of the median income figure for

4-person households in the New York metropolitan area ($44,950). You are therefore eligible to participate in the City Subsidy Program.

You elect, for your initial lease under the program in 2001, to receive a 1-year lease. Your rent will be the greater of $670 per month (your Mitchell-Lama rent for 2000) or $750 per month (⅓ of 2000 Modified Gross Income = ⅓ x $27,000 = $9,000 annually, or $750 monthly) -- therefore, $750 per month.

The rent for the year of this lease cannot, however, be higher than the "cap" described in paragraph 16 of this Notice.

15. Initial 2-Year Lease. If you are eligible to participate in the City Subsidy Program and you choose, for your first lease under the program, to receive a 2-year lease, then your total rent for each year of this lease will be the greater of the following:

(A) your Mitchell-Lama rent for the prior year (including base rent and any additional rent and surcharges); or

(B) one-third (⅓) of your household's Modified Gross Income (the calculation of which is described in paragraph 14(B) of this Notice) for the higher of the 2 prior calendar years. However, if (i) the Modified Gross Income for your household was less than $100,000 in each of the 2 prior calendar years and (ii) the Modified Gross Income for your household in 1 of those 2 years exceeded the Modified Gross Income for your household in the other year by more than 25%, then you take one-third (⅓) of the average of the Modified Gross Income for your household for those 2 years.

For example: Assume the same facts as are presented at the end of paragraph 14, above, except that you elect, for your initial lease under the program in 2001, to receive a 2-year lease. Your rent for each year of the 2-year lease will be the greater of $670 per month (your Mitchell-Lama rent for 2000) or $777.78 per month (⅓ of Modified Gross Income for the higher of 1999 and 2000 = ⅓ x $28,000 = $9,333.33 annually, or $777.78 monthly -- therefore, $777.78 per month.

If the Modified Gross Incomes for 1999 and 2000 had differed by more than 25%, then your rent for each year of the 2-year lease would have been the greater of $670 per month or $763.89 per month (⅓ of the average Modified

Gross Income for the 2 prior years = ⅓ x $27,500 = $9,166.66 annually, or $763.89 monthly) -- therefore, $763.89 per month.

The rent for each year of this lease cannot, however, be higher than the "cap" described in paragraph 16 of this Notice.

16. "Cap" on Annual Rent. There is a limit on the total amount of rent that you can be charged for a 1-year initial lease, or for each year under a 2-year initial lease, under the City Subsidy Program: the rent for the year of a 1-year initial lease or for each year of a 2-year initial lease cannot exceed the vacancy rent as determined by the New York City Department of Housing Preservation and Development for your apartment as of December 31, 1982 (described in detail below), as increased by the cumulative compounded increases granted since December 31, 1982 by the New York City Rent Guidelines Board for one year leases (described in detail below). The amount of this rent "cap" is referred to in the Stipulation of Settlement as the "HPD Adjusted 2001 Rent".

(i) Vacancy Rent: The vacancy rent is the rent, as determined by the New York City Department of Housing Preservation and Development, that the landlord can charge for a vacant apartment at Ruppert-Yorkville while Ruppert-Yorkville continues to be in the Mitchell-Lama program. Under the Stipulation of Settlement, vacancy rents (for purposes of the "cap" on the rent for the year of a 1-year initial lease or for each year of a 2-year initial lease under the City Subsidy Program) are determined as of December 31, 1982. The charts on the following 6 pages indicate the December 31, 1982 vacancy rent determined by the Department of Housing Preservation and Development for each apartment at Ruppert-Yorkville.

# RUPPERT-YORKVILLE
## 12/31/82 HPD VACANCY RENTS

### 1601 Third Avenue

1601

| Floor | STUDIO | | ONE BEDROOM | | | | TWO BEDROOM | | | THREE BEDROOM |
|---|---|---|---|---|---|---|---|---|---|---|
| | B | E | C | D | G | J | F | H | K | A |
| 1 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- |
| 2 | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- |
| 3 | 663.03 | 652.03 | 828.84 | 828.84 | 876.84 | 876.84 | 1285.66 | LAUNDRY | 1289.66 | 1656.59 |
| 4 | 665.03 | 655.03 | 880.84 | 880.84 | 890.84 | 890.84 | 1337.66 | 1322.66 | 1322.66 | 1659.79 |
| 5 | 666.03 | 656.03 | 882.84 | 882.84 | 892.84 | 892.84 | 1338.66 | 1324.66 | 1324.66 | 1662.99 |
| 6 | 668.03 | 658.03 | 884.84 | 884.84 | 894.84 | 894.84 | 1341.66 | 1325.66 | 1325.66 | 1666.19 |
| 7 | 670.03 | 660.03 | 886.84 | 886.84 | 896.84 | 896.84 | 1343.66 | 1328.66 | 1328.66 | 1669.39 |
| 8 | 673.03 | 663.03 | 888.84 | 888.84 | 898.84 | 898.84 | 1345.66 | 1330.66 | 1330.66 | 1672.59 |
| 9 | 674.03 | 665.03 | 890.84 | 890.84 | 900.84 | 900.84 | 1347.66 | 1332.66 | 1332.66 | 1675.79 |
| 10 | 676.03 | 666.03 | 892.84 | 892.84 | 902.84 | 902.84 | 1349.66 | 1334.66 | 1334.66 | 1678.99 |
| 11 | 678.03 | 668.03 | 894.84 | 894.84 | 904.84 | 904.84 | 1351.66 | 1336.66 | 1336.66 | 1682.19 |
| 12 | 680.03 | 670.03 | 896.84 | 896.84 | 906.84 | 906.84 | 1353.66 | 1338.66 | 1338.66 | 1685.39 |
| 13 | 682.03 | 673.03 | 898.84 | 898.84 | 908.84 | 908.84 | 1355.66 | 1340.66 | 1340.66 | 1688.59 |
| 14 | 684.03 | 674.03 | 900.84 | 900.84 | 910.84 | 910.84 | 1357.66 | 1342.66 | 1342.66 | 1691.79 |
| 15 | 687.03 | 677.03 | 902.84 | 902.84 | 912.84 | 912.84 | 1359.66 | 1344.66 | 1344.66 | 1694.99 |
| 16 | 688.03 | 678.03 | 904.84 | 904.84 | 914.84 | 914.84 | 1361.66 | 1346.66 | 1346.66 | 1698.19 |
| 17 | 690.03 | 681.03 | 906.84 | 906.84 | 916.84 | 916.84 | 1373.66 | 1358.66 | 1348.66 | 1701.39 |
| 18 | 693.03 | 682.03 | 908.84 | 908.84 | 918.84 | 918.84 | 1375.66 | 1360.66 | 1350.66 | 1704.59 |
| 19 | 694.03 | 684.03 | 920.84 | 920.84 | 920.84 | 920.84 | 1377.66 | 1362.66 | 1362.66 | 1723.79 |
| 20 | 696.03 | 686.03 | 922.84 | 922.84 | 922.84 | 922.84 | 1379.66 | 1364.66 | 1364.66 | 1726.99 |
| 21 | 697.03 | 688.03 | 923.84 | 923.84 | 923.84 | 923.84 | 1380.66 | 1365.66 | 1365.66 | 1728.59 |
| 22 | 698.03 | 689.03 | 924.84 | 924.84 | 924.84 | 924.84 | 1371.66 | 1356.66 | 1366.66 | 1730.19 |
| 23 | 700.03 | 690.03 | 925.84 | 925.84 | 925.84 | 925.84 | 1372.66 | 1357.66 | 1367.66 | 1731.79 |
| 24 | 700.03 | 690.03 | 916.84 | 916.84 | 926.84 | 926.84 | 1373.66 | 1358.66 | 1358.66 | 1717.39 |
| 25 | 705.03 | 696.03 | 917.84 | 917.84 | 947.84 | 927.84 | 1394.66 | 1379.66 | 1359.66 | 1718.99 |
| 26 | 707.03 | 697.03 | 918.84 | 918.84 | 948.84 | 928.84 | 1395.66 | 1380.66 | 1360.66 | 1720.59 |
| 27 | 708.03 | 698.03 | 919.84 | 919.84 | 949.84 | 929.84 | 1396.66 | 1381.66 | 1361.66 | 1722.19 |
| 28 | 709.03 | 699.03 | 920.84 | 920.84 | 950.84 | 930.84 | 1397.66 | 1382.66 | 1362.66 | 1723.79 |
| 29 | 710.03 | 700.03 | 921.84 | 921.84 | 951.84 | 931.84 | 1398.66 | 1383.66 | 1363.66 | 1725.39 |
| 30 | 730.03 | 720.03 | 942.84 | 942.84 | ---- | 952.84 | ---- | ---- | 1383.66 | 1758.99 |
| 31 | 730.03 | 720.03 | 943.84 | 943.84 | ---- | 953.84 | ---- | ---- | 1384.66 | 1760.59 |
| 32 | 730.03 | 720.03 | 944.84 | 944.84 | ---- | 954.84 | ---- | ---- | 1385.66 | 1762.19 |
| 33 | 730.03 | 720.03 | 945.84 | 945.84 | ---- | 955.84 | ---- | ---- | 1386.66 | 1763.79 |
| 34 | 730.03 | 720.03 | 946.84 | 946.84 | ---- | 956.84 | ---- | ---- | 1387.66 | 1765.39 |
| TOTALS | 22,212.96 | 21,695.96 | 29,109.88 | 29,109.88 | 24,743.68 | 28,417.68 | 36,818.82 | 35,143.18 | 43,241.12 | 54,670.08 |
| | | | | | | | | | GRAND TOTAL | 326,363.42 |

RUPPERT-YORKVILLE

12/31/82 HPD VACANCY RENTS

1619 Third Avenue

1619

| Floor | STUDIO B | STUDIO E | ONE BEDROOM C | ONE BEDROOM D | ONE BEDROOM G | ONE BEDROOM J | TWO BEDROOM F | TWO BEDROOM H | TWO BEDROOM K | THREE BEDROOM A |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 658.03 | PROF | 824.84 | 693.03 * | PROF | 884.84 | PROF | PROF | 1286.66 | 1622.19 |
| 2 | 660.03 | PROF | 876.84 | 698.03 * | PROF | 886.84 | PROF | PROF | 1388.66 | 1635.39 |
| 3 | 662.03 | LAUNDRY | 878.84 | LAUNDRY | 888.84 | 888.84 | ^ 954.84 | SUPER | 1340.66 | 1638.59 |
| 4 | 665.03 | 654.03 | 880.84 | 880.84 | 890.84 | 890.84 | 1321.66 | 1337.66 | 1341.66 | 1691.79 |
| 5 | 667.03 | 656.03 | 882.84 | 882.84 | 892.84 | 892.84 | 1323.66 | 1339.66 | 1344.66 | 1694.99 |
| 6 | 668.03 | 659.03 | 884.84 | 884.84 | 894.84 | 894.84 | 1325.66 | 1341.66 | 1346.66 | 1698.19 |
| 7 | 670.03 | 661.03 | 886.84 | 886.84 | 896.84 | 896.84 | 1327.66 | 1343.66 | 1348.66 | 1701.39 |
| 8 | 673.03 | 663.03 | 888.84 | 888.84 | 898.84 | 898.84 | 1329.66 | 1345.66 | 1350.66 | 1704.59 |
| 9 | 674.03 | 664.03 | 890.84 | 890.84 | 900.84 | 900.84 | 1331.66 | 1347.66 | 1352.66 | 1707.79 |
| 10 | 676.03 | 666.03 | 892.84 | 892.84 | 902.84 | 902.84 | 1333.66 | 1349.66 | 1354.66 | 1710.99 |
| 11 | 678.03 | 668.03 | 894.84 | 894.84 | 904.84 | 904.84 | 1335.66 | 1351.66 | 1356.66 | 1714.19 |
| 12 | 681.03 | 670.03 | 896.84 | 896.84 | 906.84 | 906.84 | 1337.66 | 1353.66 | 1358.66 | 1717.39 |
| 13 | 682.03 | 672.03 | 908.84 | 908.84 | 908.84 | 908.84 | 1339.66 | 1355.66 | 1370.66 | 1736.59 |
| 14 | 684.03 | 675.03 | 910.84 | 910.84 | 910.84 | 910.84 | 1341.66 | 1357.66 | 1372.66 | 1739.79 |
| 15 | 691.03 | 681.03 | 912.84 | 912.84 | 912.84 | 912.84 | 1353.66 | 1369.66 | 1374.66 | 1742.99 |
| 16 | 693.03 | 683.03 | 914.84 | 914.84 | 914.84 | 914.84 | 1355.66 | 1371.66 | 1376.66 | 1746.19 |
| 17 | 695.03 | 685.03 | 916.84 | 916.84 | 916.84 | 916.84 | 1357.66 | 1373.66 | 1378.66 | 1749.39 |
| 18 | 697.03 | 687.03 | 908.84 | 908.84 | 918.84 | 918.84 | 1359.66 | 1375.66 | 1370.66 | 1736.59 |
| 19 | 699.03 | 689.03 | 910.84 | 910.84 | 920.84 | 920.84 | 1361.66 | 1377.66 | 1372.66 | 1739.79 |
| 20 | 720.03 | 710.03 | 932.84 | 932.84 | 922.84 | 942.84 | 1353.66 | 1369.66 | 1394.66 | 1774.99 |
| 21 | 720.03 | 710.03 | 933.84 | 933.84 | 923.84 | 943.84 | 1354.66 | 1370.66 | 1395.66 | 1776.59 |
| 22 | 720.03 | 710.03 | 934.84 | 934.84 | 924.84 | 944.84 | 1355.66 | 1371.66 | 1396.66 | 1778.19 |
| 23 | 720.03 | 710.03 | 935.84 | 935.84 | 925.84 | 945.84 | 1356.66 | 1372.66 | 1397.66 | 1779.79 |
| 24 | 720.03 | 710.03 | 936.84 | 936.84 | 926.84 | 946.84 | 1357.66 | 1373.66 | 1398.66 | 1781.39 |
| 25 | --- | --- | --- | --- | 947.84 | --- | 1378.66 | 1394.66 | --- | --- |
| 26 | --- | --- | --- | --- | 948.84 | --- | 1379.66 | 1395.66 | --- | --- |
| 27 | --- | --- | --- | --- | 949.84 | --- | 1380.66 | 1396.66 | --- | --- |
| 28 | --- | --- | --- | --- | 950.84 | --- | 1381.66 | 1397.66 | --- | --- |
| 29 | --- | --- | --- | --- | 951.84 | --- | 1382.66 | 1398.66 | --- | --- |
| TOTALS | 16473.72 | 14,283.63 | 21,638.18 | 20,448.70 | 24,755.68 | 21,878.16 | 38,073.00 | 35,534.16 | 32,770.84 | 41,317.76 |

* STUDIO APARTMENT

^ 1 BEDROOM APARTMENT

GRAND TOTAL 265,173.81

820

RUPPERT-YORKVILLE

12/31/82 HPD VACANCY RENTS

1623 Third Avenue

1623

| Floor | STUDIO | | ONE BEDROOM | | | | TWO BEDROOM | | | THREE BEDROOM |
|---|---|---|---|---|---|---|---|---|---|---|
| | B | E | C | D | G | J | F | H | K | A |
| 1 | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 2 | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 3 | 675.03 | 665.03 | 844.84 | 844.84 | 909.84 | 907.84 | 950.84 | --- | 1288.66 | 1576.59 |
| 4 | 678.03 | 668.03 | 899.84 | 899.84 | 912.84 | 910.84 | 1339.66 | 1340.66 | 1340.66 | 1659.79 |
| 5 | 679.03 | 669.03 | 901.84 | 901.84 | 914.84 | 912.84 | 1341.66 | 1343.66 | 1343.66 | 1662.99 |
| 6 | 681.03 | 671.03 | 903.84 | 903.84 | 916.84 | 914.84 | 1344.66 | 1345.66 | 1345.66 | 1666.19 |
| 7 | 684.03 | 674.03 | 905.84 | 905.84 | 918.84 | 916.84 | 1346.66 | 1347.66 | 1347.66 | 1669.39 |
| 8 | 686.03 | 676.03 | 907.84 | 907.84 | 920.84 | 918.84 | 1348.66 | 1349.66 | 1349.66 | 1672.59 |
| 9 | 688.03 | 678.03 | 910.84 | 910.84 | 922.84 | 920.84 | 1350.66 | 1351.66 | 1351.66 | 1675.79 |
| 10 | 690.03 | 680.03 | 912.84 | 912.84 | 924.84 | 922.84 | 1352.66 | 1353.66 | 1353.66 | 1678.99 |
| 11 | 692.03 | 682.03 | 914.84 | 914.84 | 926.84 | 924.84 | 1354.66 | 1355.66 | 1355.66 | 1682.19 |
| 12 | 694.03 | 684.03 | 916.84 | 916.84 | 928.84 | 926.84 | 1356.66 | 1357.66 | 1357.66 | 1685.39 |
| 13 | 696.03 | 686.03 | 918.84 | 918.84 | 930.84 | 928.84 | 1358.66 | 1359.66 | 1359.66 | 1688.59 |
| 14 | 698.03 | 688.03 | 920.84 | 920.84 | 933.84 | 931.84 | 1360.66 | 1361.66 | 1361.66 | 1691.79 |
| 15 | 701.03 | 691.03 | 922.84 | 922.84 | 935.84 | 933.84 | 1362.66 | 1364.66 | 1364.66 | 1694.99 |
| 16 | 703.03 | 693.03 | 924.84 | 924.84 | 937.84 | 935.84 | 1365.66 | 1366.66 | 1366.66 | 1698.19 |
| 17 | 705.03 | 695.03 | 926.84 | 926.84 | 939.84 | 937.84 | 1367.66 | 1368.66 | 1368.66 | 1701.39 |
| 18 | 707.03 | 697.03 | 928.84 | 928.84 | 941.84 | 939.84 | 1369.66 | 1370.66 | 1370.66 | 1704.59 |
| 19 | 709.03 | 699.03 | 931.84 | 931.84 | 943.84 | 941.84 | 1371.66 | 1372.66 | 1372.66 | 1707.79 |
| 20 | 711.03 | 701.03 | 933.84 | 933.84 | 945.84 | 943.84 | 1373.66 | 1374.66 | 1374.66 | 1710.99 |
| 21 | 712.03 | 702.03 | 934.84 | 934.84 | 946.84 | 944.84 | 1374.66 | 1375.66 | 1375.66 | 1712.59 |
| 22 | 713.03 | 703.03 | 935.84 | 935.84 | 947.84 | 945.84 | 1386.66 | 1387.66 | 1376.66 | 1714.19 |
| 23 | 714.03 | 704.03 | 936.84 | 936.84 | 948.84 | 946.84 | 1387.66 | 1388.66 | 1377.66 | 1715.79 |
| 24 | 715.03 | 705.03 | 947.84 | 947.84 | 949.84 | 947.84 | 1388.66 | 1389.66 | 1389.66 | 1733.39 |
| 25 | 716.03 | 706.03 | 948.84 | 948.84 | 950.84 | 948.84 | 1389.66 | 1390.66 | 1390.66 | 1734.99 |
| 26 | 717.03 | 707.03 | 949.84 | 949.84 | 951.84 | 949.84 | 1390.66 | 1391.66 | 1391.66 | 1736.59 |
| 27 | 718.03 | 708.03 | 951.84 | 951.84 | 953.84 | 951.84 | 1380.66 | 1381.66 | 1392.66 | 1738.19 |
| 28 | 719.03 | 709.03 | 952.84 | 952.84 | 954.84 | 952.84 | 1381.66 | 1382.66 | 1393.66 | 1739.79 |
| 29 | 720.03 | 710.03 | 942.84 | 942.84 | 955.84 | 953.84 | 1382.66 | 1383.66 | 1383.66 | 1725.39 |

RUPPERT-YORKVILLE

12/31/82 HPD VACANCY RENTS

1623 Third Avenue (continued)

1623

| Floor | STUDIO | | ONE BEDROOM | | | | TWO BEDROOM | | | THREE BEDROOM |
|---|---|---|---|---|---|---|---|---|---|---|
| | B | E | C | D | G | J | F | H | K | A |
| 30 | 722.03 | 712.03 | 943.84 | 943.84 | 956.84 | 954.84 | 1383.66 | 1385.66 | 1385.66 | 1726.99 |
| 31 | 723.03 | 713.03 | 944.84 | 944.84 | 957.84 | 955.84 | 1385.66 | 1386.66 | 1386.66 | 1728.59 |
| 32 | 724.03 | 714.03 | 945.84 | 945.84 | 958.84 | 956.84 | 1386.66 | 1387.66 | 1387.66 | 1730.19 |
| 33 | 725.03 | 715.03 | 946.84 | 946.84 | 960.84 | 957.84 | 1408.66 | 1409.66 | 1388.66 | 1731.79 |
| 34 | 726.03 | 716.03 | 947.84 | 947.84 | 961.84 | 958.84 | 1409.66 | 1410.66 | 1389.66 | 1733.39 |
| 35 | 727.03 | 717.03 | 948.84 | 948.84 | 962.84 | 959.84 | 1410.66 | 1411.66 | 1390.66 | 1734.99 |
| 36 | 728.03 | 718.03 | 949.84 | 949.84 | 963.84 | 960.84 | 1411.66 | 1412.66 | 1391.66 | 1736.59 |
| 37 | 729.03 | 719.03 | 951.84 | 951.84 | 964.84 | 961.84 | 1412.66 | 1413.66 | 1392.66 | 1738.19 |
| 38 | 751.03 | 741.03 | 973.84 | 973.84 | --- | 983.84 | --- | --- | 1414.66 | 1771.79 |
| 39 | 752.03 | 742.03 | 974.84 | 974.84 | --- | 984.84 | --- | --- | 1415.66 | 1773.39 |
| 40 | 753.03 | 743.03 | 975.84 | 975.84 | --- | 985.84 | --- | --- | 1416.66 | 1774.99 |
| 41 | 754.03 | 744.03 | 976.84 | 976.84 | --- | 986.84 | --- | --- | 1417.66 | 1776.59 |
| 42 | 755.03 | 745.03 | 977.84 | 977.84 | --- | 987.84 | --- | --- | 1418.66 | 1778.19 |
| TOTALS | 28,491.20 | 26,091.20 | 37,388.60 | 37,388.60 | 33,055.40 | 37,809.60 | 47,689.28 | 46,775.44 | 55,040.40 | 68,514.80 |
| | | | | | | | | GRAND TOTAL | | 420,244.52 |

RUPPERT-YORKVILLE

12/31/82 HPD VACANCY RENTS

1641 Third Avenue

1641

| Floor | STUDIO | | ONE BEDROOM | | | | | TWO BEDROOM | | | THREE BEDROOM |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | B | E | C | D | | G | J | F | H | K | A |
| 1 | 671.03 | --- | 840.84 | 739.03 | * | --- | 903.84 | PROF | PROF | 1286.66 | 1586.19 |
| 2 | 673.03 | --- | 895.84 | 745.03 | * | --- | 905.84 | PROF | PROF | 1340.66 | 1669.39 |
| 3 | 675.03 | --- | 897.84 | LAUNDRY | | 910.84 | 907.84 | 1371.66 | 1341.66 | 1343.66 | 1672.59 |
| 4 | 677.03 | 667.03 | 899.84 | 899.84 | | 912.84 | 910.84 | 1345.66 | 1344.66 | 1345.66 | 1675.79 |
| 5 | 680.03 | 670.03 | 901.84 | 901.84 | | 914.84 | 912.84 | 1347.66 | 1346.66 | 1347.66 | 1678.99 |
| 6 | 682.03 | 672.03 | 903.84 | 903.84 | | 916.84 | 914.84 | 1349.66 | 1348.66 | 1349.66 | 1682.19 |
| 7 | 684.03 | 674.03 | 905.84 | 905.84 | | 918.84 | 916.84 | 1351.66 | 1350.66 | 1351.66 | 1685.39 |
| 8 | 686.03 | 676.03 | 907.84 | 907.84 | | 920.84 | 918.84 | 1353.66 | 1352.66 | 1353.66 | 1688.59 |
| 9 | 688.03 | 678.03 | 910.84 | 910.84 | | 922.84 | 920.84 | 1355.66 | 1354.66 | 1355.66 | 1691.79 |
| 10 | 690.03 | 680.03 | 912.84 | 912.84 | | 924.84 | 922.84 | 1357.66 | 1356.66 | 1357.66 | 1694.99 |
| 11 | 692.03 | 682.03 | 914.84 | 914.84 | | 926.84 | 924.84 | 1359.66 | 1358.66 | 1359.66 | 1698.19 |
| 12 | 694.03 | 684.03 | 916.84 | 916.84 | | 928.84 | 926.84 | 1361.66 | 1360.66 | 1361.66 | 1701.39 |
| 13 | 696.03 | 686.03 | 918.84 | 918.84 | | 930.84 | 928.84 | 1364.66 | 1362.66 | 1364.66 | 1704.59 |
| 14 | 698.03 | 688.03 | 920.84 | 920.84 | | 933.84 | 931.84 | 1366.66 | 1365.66 | 1366.66 | 1707.79 |
| 15 | 701.03 | 691.03 | 922.84 | 922.84 | | 935.84 | 933.84 | 1368.66 | 1367.66 | 1368.66 | 1710.99 |
| 16 | 703.03 | 693.03 | 924.84 | 924.84 | | 937.84 | 935.84 | 1370.66 | 1369.66 | 1370.66 | 1714.19 |
| 17 | 705.03 | 695.03 | 926.84 | 926.84 | | 939.84 | 937.84 | 1372.66 | 1371.66 | 1372.66 | 1717.39 |
| 18 | 707.03 | 697.03 | 939.84 | 939.84 | | 941.84 | 939.84 | 1374.66 | 1373.66 | 1385.66 | 1736.59 |
| 19 | 709.03 | 699.03 | 941.84 | 941.84 | | 943.84 | 941.84 | 1376.66 | 1375.66 | 1387.66 | 1739.79 |
| 20 | 711.03 | 701.03 | 943.84 | 943.84 | | 945.84 | 943.84 | 1389.66 | 1388.66 | 1389.66 | 1742.99 |
| 21 | 712.03 | 702.03 | 944.84 | 944.84 | | 946.84 | 944.84 | 1390.66 | 1389.66 | 1390.66 | 1744.59 |
| 22 | 713.03 | 703.03 | 945.84 | 945.84 | | 947.84 | 945.84 | 1391.66 | 1390.66 | 1391.66 | 1746.19 |
| 23 | 714.03 | 704.03 | 936.84 | 936.84 | | 948.84 | 946.84 | 1392.66 | 1391.66 | 1381.66 | 1731.79 |
| 24 | 715.03 | 705.03 | 937.84 | 937.84 | | 949.84 | 947.84 | 1393.66 | 1392.66 | 1382.66 | 1733.39 |
| 25 | 716.03 | 706.03 | 938.84 | 936.84 | | 950.84 | 948.84 | 1383.66 | 1382.66 | 1383.66 | 1734.99 |
| 26 | 717.03 | 707.03 | 939.84 | 939.84 | | 951.84 | 949.84 | 1385.66 | 1383.66 | 1385.66 | 1736.59 |
| 27 | 718.03 | 708.03 | 940.84 | 940.84 | | 953.84 | 951.84 | 1386.66 | 1385.66 | 1386.66 | 1738.79 |
| 28 | 719.03 | 709.03 | 941.84 | 941.84 | | 954.84 | 952.84 | 1387.66 | 1386.66 | 1387.66 | 1771.79 |
| 29 | 721.03 | 711.03 | 942.84 | 942.84 | | 955.84 | 953.84 | 1388.66 | 1387.66 | 1388.66 | 1773.39 |

RUPPERT-YORKVILLE

12/31/82 HPD VACANCY RENTS

1641 Third Avenue (continued)

1641

| Floor | STUDIO | | ONE BEDROOM | | | | TWO BEDROOM | | | THREE BEDROOM |
|---|---|---|---|---|---|---|---|---|---|---|
| | B | E | C | D | G | J | F | H | K | A |
| 30 | 722.03 | 712.03 | 943.84 | 943.84 | 956.84 | 954.84 | 1389.66 | 1388.66 | 1389.66 | 1774.99 |
| 31 | 723.03 | 713.03 | 944.84 | 944.84 | 957.84 | 955.84 | 1390.66 | 1389.66 | 1390.66 | 1776.59 |
| 32 | 724.03 | 714.03 | 945.84 | 945.84 | 958.84 | 956.84 | 1391.66 | 1390.66 | 1391.66 | 1778.19 |
| 33 | --- | --- | --- | --- | 959.84 | --- | 1392.66 | 1391.66 | --- | --- |
| 34 | --- | --- | --- | --- | 960.84 | --- | 1393.66 | 1392.66 | --- | --- |
| 35 | --- | --- | --- | --- | 961.84 | --- | 1394.66 | 1393.66 | --- | --- |
| 36 | --- | --- | --- | --- | 962.84 | --- | 1395.66 | 1394.66 | --- | --- |
| 37 | --- | --- | --- | --- | 963.84 | --- | 1396.66 | 1395.66 | --- | --- |
| TOTALS | 22,436.96 | 20,127.87 | 29,552.88 | 28,402.42 | 32,951.40 | 29,890.88 | 48,185.10 | 48,119.10 | 43,811.12 | 54,941.08 |
| | | | | | | | | GRAND TOTAL | | 358,416.81 |

(ii) Rent Guidelines Board Cumulative Increases: The New York City Rent Guidelines Board is charged with making adjustments to rents charged under the Rent Stabilization Law. The rent increases that it has mandated since December 31, 1982, when compounded cumulatively, increase the December 31, 1982 rents by approximately 98.5%.

Therefore, to determine the approximate "cap" on the rent for the year of a 1-year first lease or for each year of a 2-year first lease under the City Subsidy Program, multiply the December 31, 1982 vacancy rent for your apartment by 198.5%.

> For example: Assume the same facts as are presented at the end of paragraph 14, above. The "cap" on the total amount of rent that you could be charged for the year of a 1-year initial lease or for each year of a 2-year initial lease under the City Subsidy Program would be approximately $1,855.66 per month (vacancy rent for Apartment 22C at 1619 Third Avenue = $934.84 per month x 198.5% = $1,855.66 per month).

17. Default by New York City. The City of New York has promised, with respect to Class members' initial leases under the City Subsidy Program, to pay the landlord the difference between the HPD Adjusted 2001 Rent (the calculation of which is described in paragraph 16 of this Notice) and the monthly rent to be paid by each Class member participating in the City Subsidy Program. If for some reason the City of New York fails to pay this amount to the landlord by the 15th day of a month, then the Class member must pay the City's subsidy for that month, in addition to his or her rent under the City Subsidy Program for that month.

18. Eligibility to Continue in City Subsidy Program. Upon the expiration of the first lease under the City Subsidy Program, and subject to the right under paragraph 40 of this Notice to move into the Limited Rent Increase Program, the named tenant(s) on that first lease will be offered a 1- or 2-year renewal lease, at the option of the tenant(s), under the City Subsidy Program. Subsequently, upon the expiration of each renewal lease, and subject to the right under paragraph 40 of this Notice to move into the Limited Rent Increase Program, the named tenant(s) will be entitled to receive another 1- or 2-year renewal lease, at the option of the tenant(s),under the City Subsidy Program. However, in order to receive renewal leases under this program, the named tenant(s) must (a) be in Good Standing, as defined in paragraph 10 of this Notice; (b) continue to be eligible for the City Subsidy Program; (c) be in compliance with all requirements of the City Subsidy Program; and (d) submit a complete and accurate application for a renewal lease under the

City Subsidy Program at least 90 days before the expiration of their existing lease.

19. Subsequent 1-Year Leases. If you are participating in the City Subsidy Program and you choose, for a subsequent lease under the program, to receive a 1-year lease, then your total rent for the year of this lease will be the greater of the following:

(A) your rent under the City Subsidy Program for the prior year; or

(B) one-third (⅓) of your household's Modified Gross Income (the calculation of which is described in paragraph 14(B) of this Notice) for the prior year.

> For example: Assume the same facts as are presented at the end of paragraph 14, above. Assume, further, that in 2001 you earned $27,500 and your spouse earned $13,000. In 2002, you earned $28,000 and your spouse earned $17,500. There were no non-taxable IRA distributions, pension income, annuity income, or Social Security benefits in either year, and neither you nor your spouse received any severance income in either year. Your children had a combined income of $1,000 in 2001 and $1,000 in 2002. Your household's aggregate income for 2001 and 2002 as calculated under the Mitchell-Lama program (Modified Gross Incomes) were, for argument sake, $26,500 and $31,500, respectively. Your rent under the City Subsidy Program in 2002 was, for argument sake, $795 per month.
>
> Assume, too, that your household's True Gross Income for 2002 as calculated under paragraph 8 of this Notice -- $46,500 -- falls below the 80% of median income figure for 4-person households in the New York metropolitan area as revised by the Secretary of the Department of Housing and Urban Development for 2002. You are therefore eligible to continue to participate in the City Subsidy Program.
>
> You elect, for your lease under the program in 2003, to receive a 1-year lease. Your rent will be the greater of $795 per month (your City Subsidy Rent for 2002) or $875 per month (⅓ of 2002 Modified Gross Income = ⅓ x $31,500 = $10,500 annually, or $875 monthly) -- therefore, $875 per month.

The rent for the year of this lease cannot, however, be higher than the "cap" described in paragraph 21 of this Notice.

20. Subsequent 2-Year Leases. If you are participating in the City Subsidy Program and you choose, for a subsequent lease under the program, to receive a 2-year lease, then your total rent for each year of this lease will be the greater of the following:

(A) your rent under the City Subsidy Program for the prior year; or

(B) one-third (⅓) of your household's Modified Gross Income (the calculation of which is described in paragraph 14(B) of this Notice) for the higher of the 2 prior calendar years. However, if (i) the Modified Gross Income for your household was less than $100,000 in each of the 2 prior calendar years and (ii) the Modified Gross Income for your household in 1 of those 2 years exceeded the Modified Gross Income for your household in the other year by more than 25%, then you take one-third (⅓) of the average of the Modified Gross Income for your household for those 2 years.

> For example: Assume the same facts as are presented at the end of paragraph 19, above, except that you elect, for your lease under the program in 2003, to receive a 2-year lease. Your rent for each year of the 2-year lease will be the greater of $795 per month (your City Subsidy Program rent for 2002) or $875 per month (⅓ of Modified Gross Income for the higher of 2001 and 2002 = ⅓ x $31,500 = $10,500 annually, or $875 monthly -- therefore, $875 per month.
>
> If the Modified Gross Incomes for 2001 and 2002 had differed by more than 25%, then your rent for each year of the 2-year lease would have been the greater of $795 per month or $805.55 per month (⅓ of the average Modified Gross Income for the 2 prior years = ⅓ x $29,000 = $9,666.66 annually, or $805.55 monthly) -- therefore, $805.55 per month.

The rent for each year of this lease cannot, however, be higher than the "cap" described in paragraph 21 of this Notice.

21. "Cap" on Annual Rent. The rent for the year of a 1-year subsequent lease, or for each year of a 2-year subsequent lease, under the City Subsidy Program cannot exceed the HPD Adjusted 2001 Rent (the calculation of which is described in paragraph 16 of this Notice), as increased each year by 1½ times the increases granted by the New York City Rent Guidelines Board,

cumulative compounded, for one year leases since the commencement of your first lease under the City Subsidy Program.

> For example: Assume the same facts as are presented at the end of paragraph 19, above. Assume, further, that the New York City Rent Guidelines Board increases for 2002 and 2003 were each 4%. You would calculate the approximate "cap" on the total amount of rent that you could be charged for the year of a 1-year lease taken in 2003 or for each year of a 2-year lease taken in 2003 under the City Subsidy Program as follows: multiply the Rent Guidelines Board's 2002 increase (4%) by 150% (= 6%), then multiply that figure by the HPD Adjusted 2001 Rent under paragraph 16 of this Notice (6% x $1,855.66 = $111.34) and add that number to the HPD Adjusted 2001 Rent ($1,855.66 + $111.34 = $1,967). Next, multiply the Rent Guideline's Board's 2003 increase (4%) by 150% (= 6%), then multiply that figure by the prior sum (6% x $1,967 = $118.02) and add that number to the prior sum ($1,967 + $118.02 = $2,085.02). The "cap" would be approximately $2,085.02 per month.

22. Default by New York City. The City of New York has promised, with respect to each Class member's subsequent leases under the City Subsidy Program, to pay the landlord the difference between the HPD Adjusted 2001 Rent (the calculation of which is described in paragraph 16 of this Notice), as increased each year by the increases granted by the New York City Rent Guidelines Board (cumulative compounded) for one year leases since the commencement of the Class member's first lease under the City Subsidy Program, and the monthly rent to be paid by the Class member participating in the City Subsidy Program. If for some reason the City of New York fails to pay this amount to the landlord by the 15th day of a month, then the Class member must pay the City's subsidy for that month, in addition to his or her rent under the City Subsidy Program for that month.

**Rent Programs for Non-Purchasing Class Members:**
**The "Landlord Supplemental Subsidy Program"**

23. Income Eligibility. Members of the Class who do not purchase their Ruppert-Yorkville apartments as part of the condominium conversion, and whose household's True Gross Income (the calculation of which is described in paragraph 8 of this Notice) for the prior calendar year is between 80% and 100% of the median income for the New York metropolitan statistical area as determined by the Secretary of the U.S. Department of Housing and Urban Development, are eligible to participate in the Landlord Supplemental Subsidy Program. As of March 9, 2000 (the

most recent figures available), the median income figures for the New York metropolitan statistical area as determined by the Secretary of the Department of Housing and Urban Development -- which vary according to the size of a household -- and the range between 80% and 100% of those median income figures are as follows:

| Household Size | Median Income | 80% to 100% of Median Income |
|---|---|---|
| 1 person | $39,312.50 | $31,450.00 to $39,312.50 |
| 2 people | $44,937.50 | $35,950.00 to $44,937.50 |
| 3 people | $50,562.50 | $40,450.00 to $50,562.50 |
| 4 people | $56,187.50 | $44,950.00 to $56,187.50 |
| 5 people | $60,687.50 | $48,550.00 to $60,687.50 |
| 6 people | $65,187.50 | $52,150.00 to $65,187.50 |
| 7 people | $69,687.50 | $55,750.00 to $69,687.50 |
| 8 people | $74,187.50 | $59,350.00 to $74,187.50 |

By comparing your household's True Gross Income (as defined in paragraph 8, above) for the year 2000 to the 80-100% of median income range listed above for a household of your size, you can determine whether, if the rent programs under the Stipulation of Settlement were in effect today, you could participate in the Landlord Supplemental Subsidy Program (to participate, your household's True Gross Income would have to fall within the 80% to 100% of median income range for a household of your size). Please note that the median income figures for the New York metropolitan statistical area are revised annually by the Secretary of the Department of Housing and Urban Development (and will probably be revised before the Blackbook is declared effective), and that in many cases your household's income will vary from year to year. These yearly changes in area median income figures and in household income may affect your eligibility to continue to participate in the Landlord Supplemental Subsidy Program.

24. Initial 1-Year Lease. If you are eligible to participate in the Landlord Supplemental Subsidy Program and you choose, for your first lease under the program, to receive a 1-year lease, then your total rent for the year of this lease will be the greater of the following:

(A) your Mitchell-Lama rent for the prior year (including base rent and any additional rent and surcharges); or

(B) one-third (⅓) of your household's Modified Gross Income (the calculation of which is described in paragraph 14(B) of this Notice) for the prior year.

For example: Assume that you a Class member living in Apartment 19J at 1623 Third Avenue. You live there with your spouse, your mother, and your 1 adult child. In 1999, you earned

$31,500, your spouse earned $4,000, and your child earned $19,000. In 2000, you earned $32,000, your spouse earned $5,000, and your child earned $19,000. Your mother had no income for either year. There were no non-taxable IRA distributions, pension income, annuity income, or Social Security benefits in either year, and neither you, your spouse, nor your child received any severance income in either year. Your household's aggregate income for 1999 and 2000 as calculated under the Mitchell-Lama program -- your Modified Gross Incomes -- were (for argument sake) $39,500 and $41,000, respectively. Your Mitchell-Lama rent for 2000 (including any additional rent and surcharges) was $740 per month. You have chosen not to purchase your apartment as part of the condominium conversion.

Under paragraph 8 of this Notice, your True Gross Income for 2000 is $56,000, which falls between 80% and 100% of the median income figure for 4-person households in the New York metropolitan area ($44,950 to $56,187.50). You are therefore eligible to participate in the Landlord Supplemental Subsidy Program.

You elect, for your initial lease under the program in 2001, to receive a 1-year lease. Your rent will be the <u>greater</u> of $740 per month (your Mitchell-Lama rent for 2000) <u>or</u> $1,138.89 per month (⅓ of 2000 Modified Gross Income = ⅓ x $41,000 = $13,666.67 annually, or $1,138.89 monthly) -- therefore, $1,138.89 per month.

The rent for the year of this lease cannot, however, be higher than the "cap" described in paragraph 26 of this Notice.

25. <u>Initial 2-Year Lease.</u> If you are eligible to participate in the Landlord Supplemental Subsidy Program and you choose, for your first lease under the program, to receive a 2-year lease, then your total rent for each year of this lease will be the <u>greater</u> of the following:

(A) your Mitchell-Lama rent for the prior year (including base rent and any additional rent and surcharges); or

(B) one-third (⅓) of your household's Modified Gross Income (the calculation of which is described in paragraph 14(B) of this Notice) for the <u>higher</u> of the 2 prior calendar

years. However, if (i) the Modified Gross Income for your household was less than $100,000 in each of the 2 prior calendar years and (ii) the Modified Gross Income for your household in 1 of those 2 years exceeded the Modified Gross Income for your household in the other year by more than 25%, then you take one-third (⅓) of the average of the Modified Gross Income for your household for those 2 years.

> For example: Assume the same facts as are presented at the end of paragraph 24, above, except that you elect, for your initial lease under the program in 2001, to receive a 2-year lease. Your rent for each year of the 2-year lease will be the greater of $740 per month (your Mitchell-Lama rent for 2000) or $1,138.89 per month (⅓ of Modified Gross Income for the higher of 1999 and 2000 = ⅓ x $41,000 = $13,666.67 annually, or $1,138.89 monthly -- therefore, $1,138.89 per month.
>
> If the Modified Gross Incomes for 1999 and 2000 had differed by more than 25%, then your rent for each year of the 2-year lease would have been the greater of $740 per month or $1,118.05 per month (⅓ of the average Modified Gross Income for the 2 prior years = ⅓ x $40,250 = $13,416.67 annually, or $1,118.05 monthly) -- therefore, $1,118.05 per month.

The rent for each year of this lease cannot, however, be higher than the "cap" described in paragraph 26 of this Notice.

26. "Cap" on Annual Rent. The rent for the year of a 1-year initial lease, or for each year of a 2-year initial lease, under the Landlord Supplemental Subsidy Program cannot exceed the HPD Adjusted 2001 Rent (the calculation of which is described in paragraph 16 of this Notice).

> For example: Assume the same facts as are presented at the end of paragraph 24, above. The "cap" on the total amount of rent that you could be charged for the year of a 1-year initial lease or for each year of a 2-year initial lease under the Landlord Supplemental Subsidy Program would be approximately $1,869.55 per month (vacancy rent for Apartment 19J at 1623 Third Avenue = $941.84 per month x 198.5% = $1,869.55 per month).

27. Eligibility to Continue in Landlord Supplemental Subsidy Program. Upon the expiration of the first lease under the Landlord Supplemental Subsidy Program, and subject to the

right under paragraph 40 of this Notice to move into the Limited Rent Increase Program, the named tenant(s) on that first lease will be offered a 1- or 2-year renewal lease, at the option of the tenant(s), under the Landlord Supplemental Subsidy Program. Subsequently, upon the expiration of each renewal lease, and subject to the right under paragraph 40 of this Notice to move into the Limited Rent Increase Program, the named tenant(s) will be entitled to receive another 1- or 2-year renewal lease, at the option of the tenant(s), under the Landlord Supplemental Subsidy Program. However, in order to receive renewal leases under this program, the named tenant(s) must (a) be in Good Standing, as defined in paragraph 10 of this Notice; (b) continue to be eligible for the Landlord Supplemental Subsidy Program; (c) be in compliance with all requirements of the Landlord Supplemental Subsidy Program; and (d) submit a complete and accurate application for a renewal lease under the Landlord Supplemental Subsidy Program at least 90 days before the expiration of their existing lease.

28. Subsequent 1-Year Leases. If you are participating in the Landlord Supplemental Subsidy Program and you choose, for a subsequent lease under the program, to receive a 1-year lease, then your total rent for the year of this lease will be the greater of the following:

(A) your rent under the Landlord Supplemental Subsidy Program for the prior year; or

(B) one-third (⅓) of your household's Modified Gross Income (the calculation of which is described in paragraph 14(B) of this Notice) for the prior year.

> For example: Assume the same facts as are presented at the end of paragraph 24, above. Assume, further, that in 2001 you earned $32,000, your spouse earned $4,500, and your child earned $19,700. In 2002, you earned $33,000, your spouse earned $5,500, and your child earned $21,500. Your mother had no income for either year. There were no non-taxable IRA distributions, pension income, annuity income, or Social Security benefits in either year, and neither you, your spouse, nor your child received any severance income in either year. Your household's aggregate income for 2001 and 2002 as calculated under the Mitchell-Lama program (Modified Gross Incomes) were, for argument sake, $41,200 and $45,000, respectively. Your rent under the Landlord Supplemental Subsidy Program in 2002 was, for argument sake, $1,150 per month.

Assume, too, that your household's True Gross Income for 2002 as calculated under paragraph 8 of this Notice -- $60,000 -- falls between 80% and 100% of median income figure for 4-person households in the New York metropolitan area as revised by the Secretary of the Department of Housing and Urban Development for 2002. You are therefore eligible to continue to participate in the City Subsidy Program.

You elect, for your lease under the program in 2003, to receive a 1-year lease. Your rent will be the greater of $1,150 per month (your Landlord Supplemental Subsidy Rent for 2002) or $1,250 per month (⅓ of 2002 Modified Gross Income = ⅓ x $45,000 = $15,000 annually, or $1,250 monthly) -- therefore, $1,250 per month.

The rent for the year of this lease cannot, however, be higher than the "cap" described in paragraph 30 of this Notice.

29. Subsequent 2-Year Leases. If you are participating in the Landlord Supplemental Subsidy Program and you choose, for a subsequent lease under the program, to receive a 2-year lease, then your total rent for each year of this lease will be the greater of the following:

(A) your rent under the Landlord Supplemental Subsidy Program for the prior year; or

(B) one-third (⅓) of your household's Modified Gross Income (the calculation of which is described in paragraph 14(B) of this Notice) for the higher of the 2 prior calendar years. However, if (i) the Modified Gross Income for your household was less than $100,000 in each of the 2 prior calendar years and (ii) the Modified Gross Income for your household in 1 of those 2 years exceeded the Modified Gross Income for your household in the other year by more than 25%, then you take one-third (⅓) of the average of the Modified Gross Income for your household for those 2 years.

For example: Assume the same facts as are presented at the end of paragraph 28, above, except that you elect, for your lease under the program in 2003, to receive a 2-year lease. Your rent for each year of the 2-year lease will be the greater of $1,150 per month (your Landlord Supplemental Subsidy Program rent for 2002) or $1,250 per month (⅓ of Modified Gross Income for the higher of 2001 and 2002 = ⅓ x $45,000 = $15,000 annually,

or $1,250 monthly) -- therefore, $1,250 per month.

If the Modified Gross Incomes for 2001 and 2002 had differed by more than 25%, then your rent for each year of the 2-year lease would have been the greater of $1,150 per month <u>or</u> $1,197.22 per month (⅓ of the <u>average</u> Modified Gross Income for the 2 prior years = ⅓ x $43,100 = $14,366.67 annually, or $1,197.22 monthly) -- therefore, $1,197.22 per month.

The rent for each year of this lease cannot, however, be higher than the "cap" described in paragraph 30 of this Notice.

30. <u>"Cap" on Annual Rent.</u> The rent for the year of a 1-year subsequent lease, or for each year of a 2-year subsequent lease, under the Landlord Supplemental Subsidy Program cannot exceed the HPD Adjusted 2001 Rent (the calculation of which is described in paragraph 16 of this Notice), as increased each year by 1½ times the increases granted by the New York City Rent Guidelines Board, cumulative compounded, for one year leases since the commencement of your first lease under the Landlord Supplemental Subsidy Program.

<u>For example</u>: Assume the same facts as are presented at the end of paragraph 28, above. Assume, further, that the New York City Rent Guidelines Board increases for 2002 and 2003 were each 4%. You would calculate the approximate "cap" on the total amount of rent that you could be charged for the year of a 1-year lease taken in 2003 or for each year of a 2-year lease taken in 2003 under the Landlord Supplemental Subsidy Program as follows: multiply the Rent Guidelines Board's 2002 increase (4%) by 150% (= 6%), then multiply that figure by the HPD Adjusted 2001 Rent under paragraph 16 of this Notice (6% x $1,869.55 = $112.17) and add that number to the HPD Adjusted 2001 Rent ($1,869.55 + $112.17 = $1,981.72). Next, multiply the Rent Guideline's Board's 2003 increase (4%) by 150% (= 6%), then multiply that figure by the prior sum (6% x $1,981.72 = $118.90) and add that number to the prior sum ($1,981.72 + $118.90 = $2,100.62). The "cap" would be approximately $2,100.62 per month.

**Rent Programs for Non-Purchasing Class <u>Members: The "Limited Rent Increase Program"</u>**

31. Income Eligibility. (a) Members of the Class who do not purchase their Ruppert-Yorkville apartments as part of the condominium conversion, and whose household's True Gross Income (the calculation of which is described in paragraph 8 of this Notice) for the prior calendar year is greater than 100% of the median income for the New York metropolitan statistical area as determined by the Secretary of the U.S. Department of Housing and Urban Development, are eligible to participate in the Limited Rent Increase Program. As of March 9, 2000 (the most recent figures available), the median income figures for the New York metropolitan statistical area as determined by the Secretary of the Department of Housing and Urban Development -- which vary according to the size of a household -- are as follows:

| Household Size | 100% of Median Income |
|---|---|
| 1 person | $39,312.50 |
| 2 people | $44,937.50 |
| 3 people | $50,562.50 |
| 4 people | $56,187.50 |
| 5 people | $60,687.50 |
| 6 people | $65,187.50 |
| 7 people | $69,687.50 |
| 8 people | $74,187.50 |

By comparing your household's True Gross Income (as defined in paragraph 8, above) for the year 2000 to the 100% of median income figures listed above for a household of your size, you can determine whether, if the rent programs under the Stipulation of Settlement were in effect today, you could participate in the Limited Rent Increase Program (to participate, your household's True Gross Income would have to be greater than the 100% of median income figure for a household of your size). Please note that the median income figures for the New York metropolitan statistical area are revised annually by the Secretary of the Department of Housing and Urban Development (and will probably be revised before the Blackbook is declared effective), and that in many cases your household's income will vary from year to year.

(b) In addition, all members of the Class who are not participating in the City Subsidy Program or the Landlord Supplemental Subsidy Program, regardless of their household's True Gross Income (the calculation of which is described in paragraph 8 of this Notice), are eligible to participate in the Limited Rent Increase Program. This includes Class members who at one time qualified for and participated in either the City Subsidy Program or the Landlord Supplemental Subsidy Program, but who subsequently fail to qualify for those programs.

32. Initial 1-Year Lease. If you are eligible to participate in the Limited Rent Increase Program and you choose, for your first lease under the program, to receive a 1-year

lease, then your total rent for the year of this lease will be the greater of the following:

(A) the HPD Adjusted 2001 Rent for your apartment (the calculation of which is described in paragraph 16 of this Notice); or

(B) one-third (⅓) of your household's True Gross Income (the calculation of which is described in paragraph 8 of this Notice) for the prior year.

The provisions of this paragraph do not apply to initial leases in the Limited Rent Increase Program for Class members who at one time qualified for and participated in either the City Subsidy Program or the Landlord Supplemental Subsidy Program, but who move into the Limited Rent Increase Program because they are no longer eligible for those other programs; their "initial" leases would have been under the City Subsidy Program or the Landlord Supplemental Subsidy Program. In these cases, rents will be calculated in accordance with paragraphs 36 and 37 of this Notice.

> For example: Assume that you a Class member living in Apartment 16F at 1641 Third Avenue. You live there with your spouse and your 3 children. In 1999, you earned $87,500 and your spouse had no income. In 2000, you earned $95,000 and your spouse earned $24,500. Your children had no income for either year. There were no non-taxable IRA distributions, pension income, annuity income, or Social Security benefits in either year, and neither you, your spouse, nor your children received any severance income in either year. Your Mitchell-Lama rent for 2000 (including any additional rent and surcharges) was $1,070 per month. You have chosen not to purchase your apartment as part of the condominium conversion.
>
> Under paragraph 8 of this Notice, your True Gross Income for 2000 is $119,500, which is greater than 100% of the median income for 5-person households in the New York metropolitan area ($60,687.50). You are therefore eligible to participate in the Landlord Supplemental Subsidy Program.
>
> You elect, for your initial lease under the program in 2001, to receive a 1-year lease. Your rent will be the greater of $2,720.76 per month (the HPD Adjusted 2001 Rent for your apartment) or $3,319.44 per month (⅓ of

2000 True Gross Income = ⅓ x $119,500 = $39,833.33 annually, or $3,319.44 monthly) -- therefore, $3,319.44 per month.

The rent for the year of this lease cannot, however, be higher than the "cap" described in paragraph 34 of this Notice.

33. Initial 2-Year Lease. If you are eligible to participate in the Limited Rent Increase Program and you choose, for your first lease under the program, to receive a 2-year lease, then your total rent for each year of this lease will be the greater of the following:

(A) the HPD Adjusted 2001 Rent for your apartment (the calculation of which is described in paragraph 16 of this Notice); or

(B) one-third (⅓) of your household's True Gross Income (the calculation of which is described in paragraph 8 of this Notice) for the higher of the 2 prior calendar years. However, if (i) the True Gross Income for your household was less than $100,000 in each of the 2 prior calendar years and (ii) the True Gross Income for your household in 1 of those 2 years exceeded the True Gross Income for your household in the other year by more than 25%, then you take one-third (⅓) of the average of the True Gross Income for your household for those 2 years.

The provisions of this paragraph do not apply to initial leases in the Limited Rent Increase Program for Class members who at one time qualified for and participated in either the City Subsidy Program or the Landlord Supplemental Subsidy Program, but who move into the Limited Rent Increase Program because they are no longer eligible for those other programs; their "initial" leases would have been under the City Subsidy Program or the Landlord Supplemental Subsidy Program. In these cases, rents will be calculated in accordance with paragraphs 36 and 37 of this Notice.

For example: Assume the same facts as are presented at the end of paragraph 32, above, except that you elect, for your initial lease under the program in 2001, to receive a 2-year lease. Your rent for each year of the 2-year lease will be the greater of $2,720.76 per month (the HPD Adjusted 2001 Rent for your apartment) or $3,319.44 per month (⅓ of True Gross Income for the higher of 1999 and 2000 = ⅓ x $119,500 = $39,833.33 annually, or $3,319.44 monthly -- therefore, $3,319.44 per month.

> If the True Gross Incomes for 1999 and 2000 were both less than $100,000, then your rent for each year of the 2-year lease would have been the greater of $2,720.76 per month <u>or</u> $2,875 per month (⅓ of the <u>average</u> True Gross Income for the 2 prior years = ⅓ x $103,500 = $34,500 annually, or $2,875 monthly) -- therefore, $2,875 per month.

The rent for each year of this lease cannot, however, be higher than the "cap" described in paragraph 34 of this Notice.

34. <u>"Cap" on Annual Rent.</u> The rent for the year of a 1-year initial lease, or for each year of a 2-year initial lease, under the Limited Rent Increase Program cannot be more than 50% higher than your Mitchell-Lama rent for the prior year (including base rent and any additional rent and surcharges).

> <u>For example</u>: Assume the same facts as are presented at the end of paragraph 32, above. The "cap" on the total amount of rent that you could be charged for the year of a 1-year initial lease or for each year of a 2-year initial lease under the Limited Rent Increase Program would be $1,605 per month (2000 Mitchell-Lama rent = $1,070 per month x 150% = $1,605 per month). In addition, as provided in paragraph 41 of this Notice, the rent charged can never exceed market rent for your apartment.

35. <u>Eligibility to Continue in Limited Rent Increase Program.</u> Upon the expiration of the first lease under the Limited Rent Increase Program, the named tenant(s) on that first lease will be offered a 1- or 2-year renewal lease, at the option of the tenant(s), under the Limited Rent Increase Program. (In the case of Class members who at one time qualified for and participated in either the City Subsidy Program or the Landlord Supplemental Subsidy Program but who elect to participate in the Limited Rent Increase Program because they no longer qualify for those other programs, the named tenant(s) on their last lease under the City Subsidy Program or Landlord Supplemental Subsidy Program will, upon the expiration of that last lease under the City Subsidy Program or Landlord Supplemental Subsidy Program, be offered a 1- or 2-year renewal lease, at the option of the tenant(s), under the Limited Rent Increase Program.) Subsequently, upon the expiration of each renewal lease, the named tenant(s) will be entitled to receive another 1- or 2-year renewal lease, at the option of the tenant(s), under the Limited Rent Increase Program. However, in order to receive renewal leases under this program, the named tenant(s) must (a) be in Good Standing, as defined in paragraph 10 of this Notice; (b) continue to be eligible for the Limited Rent Increase Program;

(c) be in compliance with all requirements of the Limited Rent Increase Program; and (d) submit a complete and accurate application for a renewal lease under the Limited Rent Increase Program at least 90 days before the expiration of their existing lease.

36. Subsequent 1-Year Leases. If you are participating in the Limited Rent Increase Program and you choose, for a subsequent lease under the program, to receive a 1-year lease, then your total rent for the year of this lease will be the greater of the following:

(A) your rent for the prior year; or

(B) one-third (⅓) of your household's True Gross Income (the calculation of which is described in paragraph 8 of this Notice) for the prior year; or

(C) the HPD Adjusted 2001 Rent (the calculation of which is described in paragraph 16 of this Notice), as increased each year by 1½ times the increases granted by the New York City Rent Guidelines Board, cumulative compounded, for one year leases since the commencement of your first lease under any of the subsidized or discounted rent programs.

> For example: Assume the same facts as are presented at the end of paragraph 32, above. Assume, further, that in 2001 you earned $98,000, your spouse earned $29,000, and your children had no income. In 2002 you earned $99,000, your spouse earned $34,500, and your children had a combined income of $17,500. There were no non-taxable IRA distributions, pension income, annuity income, or Social Security benefits in either year, and neither you, your spouse, nor your children received any severance income in either year. Your rent under the Limited Rent Increase Program in 2002 was, for argument sake, $3,050 per month, and the New York City Rent Guidelines Board increases for 2002 and 2003 were each 4%.
>
> You elect, for your lease under the program in 2003, to receive a 1-year lease. Your rent will be the greatest of $3,050 per month (your rent for 2002) or $4,194.44 per month (⅓ of 2002 True Gross Income = ⅓ x $151,000 = $50,333.33 annually, or $4,194.44 monthly) or $3,057.05 per month (for HPD Adjusted 2001 Rent as increased by 1½ times cumulative compounded Rent Guidelines Board increases, multiply the Rent Guidelines Board's 2002

increase (4%) by 150% (= 6%), then multiply that figure by the HPD Adjusted 2001 Rent (6% x $2,720.76 = $163.25) and add that number to the HPD Adjusted 2001 Rent ($2,720.76 + $163.25 = $2,884.01); next, multiply the Rent Guideline's Board's 2003 increase (4%) by 150% (= 6%), then multiply that figure by the prior sum (6% x $2,884.01 = $173.04) and add that number to the prior sum ($2,884.01 + $173.04 = $3,057.05)) -- therefore, $4,194.44 per month.

The rent for the year of this lease cannot, however, be higher than the "cap" described in paragraph 38 of this Notice.

37. Subsequent 2-Year Leases. If you are participating in the Limited Rent Increase Program and you choose, for a subsequent lease under the program, to receive a 2-year lease, then your total rent for each year of this lease will be the greater of the following:

(A) your rent for the prior year; or

(B) one-third (⅓) of your household's True Gross Income (the calculation of which is described in paragraph 8 of this Notice) for the higher of the 2 prior calendar years. However, if (i) the True Gross Income for your household was less than $100,000 in each of the 2 prior calendar years and (ii) the True Gross Income for your household in 1 of those 2 years exceeded the True Gross Income for your household in the other year by more than 25%, then you take one-third (⅓) of the average of the True Gross Income for your household for those 2 years; or

(C) the HPD Adjusted 2001 Rent (the calculation of which is described in paragraph 16 of this Notice), as increased each year by 1½ times the increases granted by the New York City Rent Guidelines Board, cumulative compounded, for one year leases since the commencement of your first lease under any of the subsidized or discounted rent programs.

For example: Assume the same facts as are presented at the end of paragraph 36, above, except that you elect, for your lease under the program in 2003, to receive a 2-year lease. Your rent for each year of the 2-year lease will be the greatest of $3,050 per month (your rent for 2002) or $4,194.44 per month (⅓ of True Gross Income for the higher of 2001 and 2002 = ⅓ x $151,000 = $50,333.33 annually, or $4,194.44 monthly) or $3,057.05 per month (for HPD Adjusted 2001 Rent as increased by 1½ times cumulative compounded

Rent Guidelines Board increases, multiply the Rent Guidelines Board's 2002 increase (4%) by 150% (= 6%), then multiply that figure by the HPD Adjusted 2001 Rent (6% x $2,720.76 = $163.25) and add that number to the HPD Adjusted 2001 Rent ($2,720.76 + $163.25 = $2,884.01); next, multiply the Rent Guideline's Board's 2003 increase (4%) by 150% (= 6%), then multiply that figure by the prior sum (6% x $2,884.01 = $173.04) and add that number to the prior sum ($2,884.01 + $173.04 = $3,057.05)) -- therefore, $4,194.44 per month.

If the True Gross Incomes for 2001 and 2002 had differed by more than 25% and were both less than $100,000, then your rent for each year of the 2-year lease would have been the greatest of $3,050 per month or $3,861.11 per month (⅓ of the average True Gross Income for the 2 prior years = ⅓ x $139,100 = $46,333.33 annually, or $3,861.11 monthly) or $3,057.05 per month -- therefore, $3,861.11 per month.

The rent for each year of this lease cannot, however, be higher than the "cap" described in paragraph 38 of this Notice.

38. "Cap" on Annual Rent. The rent for the year of a 1-year subsequent lease, or for each year of a 2-year subsequent lease, under the Limited Rent Increase Program cannot be higher than the market rent for the apartment.

**Rent Programs for Non-Purchasing Class Members: Additional Information**

39. No Movement Between City Subsidy and Landlord Supplemental Subsidy Programs. A Class member participating in the City Subsidy Program may not subsequently participate in the Landlord Supplemental Subsidy Program, and a Class member participating in the Landlord Supplemental Subsidy Program may not subsequently participate in the City Subsidy Program. Therefore, once a Class member chooses no longer to participate in, or no longer qualifies for, either the City Subsidy Program or the Landlord Supplemental Subsidy Program, that Class member is permanently ineligible for both of those programs.

40. Movement Into Limited Rent Increase Program. However, a Class member participating in either the City Subsidy Program or the Landlord Supplemental Subsidy Program may, once he or she no longer qualifies for or chooses no longer to participate in that program, participate in the Limited Rent Increase Program (even if his or her household's income, as

described above, for the prior calendar year is less than 100% of the median income for the New York metropolitan statistical area as determined by the Secretary of the U.S. Department of Housing and Urban Development).

41. No Above-Market Rent. Under no circumstances will the rent charged to a member of the Class ever exceed the market rent (i.e., the rent charged and received for a comparable non-rent regulated apartment outside of the rent programs) for his or her apartment.

42. No Decrease in Rent. Under the proposed Settlement, the rent for an apartment under any of the three rent programs cannot decrease from one year to the next. Since the rent for an apartment under any of the three rent programs is always the greater of several different figures, one of which is the rent for the prior year, the rent for any given year can never be lower than the rent for the prior year, even if there is a decrease in your household's income.

43. Submission of Income Affidavits. Each member of the Class who participates in one of the three rent programs must, together with his or her application to participate in that rent program, submit an Income Affidavit attesting to the income earned by all people in the Class member's household for the prior calendar year and identifying each member of the Class member's household (whether or not each member earned income). Subsequent Income Affidavits must be submitted on a yearly basis in order to qualify to receive subsequent renewal leases. If any member of the household has not filed an income tax return for the prior calendar year by the time the Class member must submit an Income Affidavit, the Class member must use the best information available to estimate income, and must submit a Supplemental Income Affidavit confirming the actual income of his or her household within 15 days after the relevant income tax return is filed. Any rent calculated based on estimated information contained in an Income Affidavit will be recalculated when the Supplemental Income Affidavit is submitted (with the recalculated rent being applied retroactively to the commencement of that lease), and any shortfall or overpayment must be paid to the landlord or tenant, as the case may be, within 10 days after demand.

44. Furnishing Verifying Information. Upon request, each Class member's household must furnish to the New York City Department of Housing Preservation and Development and/or the landlord, as the case may be, for verification purposes, certified copies of their New York State Income Tax return for the previous year and with a transcript of their Federal Income Tax return for the previous year. However, if the tax returns have not been filed at the time of the request, the Class member must furnish them to the Department of Housing Preservation and Development and/or the landlord, as the case may be, and/or

request a copy of the relevant transcript, within 15 days after they are filed. The landlord will keep all information provided in the Income and Supplemental Income Affidavits, and all verifying information, strictly confidential (subject to compliance with any law or court order, and subject to the landlord's right to provide the information to the City of New York in connection with the City Subsidy Program).

45. Penalties for Providing False Information or Failing to Provide Information. If a member of the Class submits false information to the landlord, fails to furnish verifying information within a reasonable time after request, or fails to submit a Supplemental Income Affidavit if required, that Class member's eligibility to participate in any of the rent programs will (after written notice and a reasonable opportunity to cure) terminate and the landlord will be entitled to charge market rent for the apartment. In addition, that Class member will be required to pay a penalty to the landlord equal to the difference between (a) the rent actually charged during the period in which the rent was based on false or estimated information or in which the Class member failed to furnish the verifying information, and (b) the rent properly chargeable during that period (which, in the case of a failure to furnish verifying information or a failure to submit a Supplemental Income Affidavit, shall be the market rent for the apartment). The Class member will also be required to pay the landlord the maximum interest allowed by law on the amount of the penalty, as well as all of the landlord's collection costs (including attorneys' fees). (If, however, the false information provided to the landlord was based on information from an income tax return that was subsequently amended and the Class member provides corrected information and a copy of the amended income tax return to the landlord within 15 days after the amended income tax return is filed, the Class member will be required to pay the penalty and interest, but his or her eligibility to participate in any of the rent programs will not terminate.)

46. Lease Deemed To Be Signed. If a Class member receives, for his or her signature, a lease or renewal lease from the landlord under one of the rent programs, but fails both (a) to sign and return that lease to the landlord, and (b) to vacate the apartment before the later of the scheduled commencement of the term of that lease or 30 days after the mailing or personal delivery of that lease to the Class member, then the Class member will be deemed to have signed and agreed to the terms of that lease, unless he or she has commenced an arbitration proceeding regarding any dispute or disagreement with the terms of that lease. If the Class member has commenced an arbitration proceeding, then he or she will be deemed to have agreed to all of the provisions of that lease other than those that have been submitted to arbitration. If the Class member is disputing the amount of the rent in the new lease, then the arbitrators will determine, at the start of the arbitration proceeding, whether

during the pendency of the arbitration the Class member will pay the rent in the new lease or the rent under the prior lease, and if the Class member fails to pay that rent during the pendency of the arbitration, the landlord may obtain possession of the apartment in a court proceeding and collect the unpaid rent.

47. Failure to Elect or Timely Apply for Rent Program. If a member of the Class fails to elect or timely submit an application for one of the rent programs, that Class member will nevertheless be offered a lease by the landlord. The terms of the lease will be set by the landlord in its sole discretion, except that the annual rent will not exceed market rent for the apartment. If the Class member receives, for his or her signature, a lease from the landlord but fails both (a) to sign and return that lease to the landlord, and (b) to vacate the apartment before the later of the scheduled commencement of the term of that lease or 30 days after the mailing or personal delivery of that lease to the Class member, then the Class member will be deemed to have signed and agreed to the terms of that lease. If the Class member fails to pay the new rent set forth in that lease, the landlord may obtain possession of the apartment in a court proceeding and collect the unpaid rent.

48. No Subletting or Assigning. The Stipulation of Settlement provides that a member of the Class who is participating in one of the rent programs is prohibited from subletting his or her apartment or assigning his or her lease and that, upon a violation of this prohibition, the Class member is no longer eligible to participate in any of the rent programs and the landlord is entitled to charge market rent for the apartment.

49. Default Under Lease. If a Class member who is participating in one of the rent programs either fails, without a legally permissible reason, to pay the rent due (after the expiration of any applicable grace period), or is in default under any other provision of his or her lease (after written notice and the expiration of a 5-day cure period), that Class member's eligibility to participate in any of the rent programs will terminate and the landlord may obtain possession of the apartment in a court proceeding and collect unpaid rent.

**Arbitration of Disputes**

50. Any disputes concerning or arising out of the administration of the rent programs will be submitted to expedited arbitration. These disputes may include, among other things, a Class member's "Good Standing"; a Class member's eligibility to participate in any of the rent programs; any dispute relating to Income Affidavits, the calculation of income, or the calculation of rents; a Class member's compliance with the requirements of the rent programs; and the market rent for an apartment.

51. The parties will establish a standing panel of 3 arbitrators to hear and determine disputes. One arbitrator will be chosen by the Ruppert Yorkville Tenants Association (or its successor), one will be chosen by the landlord, and the third will be agreed upon by the Ruppert Yorkville Tenants Association and the landlord (or, if they are unable to agree, by the two chosen arbitrators). If, for any reason, the parties are unable to establish a standing panel of arbitrators, these disputes will be arbitrated at the American Arbitration Association in New York City, before a panel of 3 arbitrators (one to be selected by the Class member, one to be selected by the landlord, and the third to be agreed upon by the Class member and the landlord; if they are unable to agree, by the 2 selected arbitrators; if they are unable to agree, by the American Arbitration Association).

52. The arbitrators may, in their discretion, award costs and reasonable attorneys' fees to the prevailing party if they find that an arbitration was commenced in bad faith.

53. Notwithstanding the Stipulation of Settlement's provision for mandatory arbitration of disputes concerning or arising out of the administration of the rent programs, the Supreme Court of the State of New York, New York County will retain jurisdiction with respect to implementing and enforcing the terms of the proposed Settlement. Each of the parties, <u>including each member of the Class</u>, agrees to submit to the jurisdiction of this Court for purposes of implementing and enforcing the terms of the proposed Settlement.

**<u>Terms of Releases of Claims</u>**

54. If the proposed Settlement is approved by the members of the Class and by the Court, then class representatives Lila Dyas and Richard Catrone and all of the members of the Class will release defendants Yorkville Housing Co. and Yorkville Associates from any and all claims of any kind, whether known or unknown, that were, could, or might have been asserted in this lawsuit through the date of the Stipulation of Settlement, to the extent that they arise out of or relate to the claims asserted in the Complaint (including, among other things, claims in connection with the withdrawal of Ruppert-Yorkville from the Mitchell-Lama program). The respective affiliates, subsidiaries, predecessors, successors, and assigns of Yorkville Housing Co. and Yorkville Associates, and all of their current or former officers, directors, employees, agents, trustees, advisors, attorneys, representatives, principals, shareholders, and general or limited partners, and all of those partners' employees, agents, advisors, representatives, and general or limited partners, will also be released.

55. This release will <u>not</u>, however, release (a) the performance of any and all of Defendants' obligations under the proposed Settlement, or (b) any claims by the Attorney General of

the State of New York, or any complaint that a member of the Class may file with the Attorney General of the State of New York, in connection with the condominium conversion of Ruppert-Yorkville.

56. In addition, if the proposed Settlement is approved by the members of the Class and by the Court, then class representatives Lila Dyas and Richard Catrone and all of the members of the Class agree not to bring any lawsuit, arbitration, or administrative proceeding of any kind asserting the claims that they have released under the Stipulation of Settlement. Any party who violates this agreement not to sue must pay all costs and expenses, including reasonable attorneys' fees, of defending against any such lawsuit, arbitration, or administrative proceeding.

57. In addition, if the proposed Settlement is approved by the members of the Class and by the Court, then class representatives Lila Dyas and Richard Catrone, all of the members of the Class, and plaintiffs' counsel agree not to take, and not to cause any other person to take, any action to impede Defendants' efforts to withdraw Ruppert-Yorkville from the Mitchell-Lama program in accordance with the Stipulation of Settlement.

58. For their part, defendants Yorkville Housing Co. and Yorkville Associates, and their respective affiliates, subsidiaries, predecessors, successors, and assigns, will, if the proposed Settlement is approved by the members of the Class and by the Court, release class representatives Lila Dyas and Richard Catrone and all of the members of the Class from any and all claims of any kind, whether known or unknown, that were, could, or might have been asserted in this lawsuit through the date of the Stipulation of Settlement, to the extent that they arise out of or relate to the counterclaim asserted by the Defendants in their Answer. The respective heirs, executors, administrators, representatives, successors, and assigns of the class representatives and of the members of the Class will also be released.

59. This release will <u>not</u>, however, release the performance of any and all of the Class members' obligations under the proposed Settlement.

60. In addition, if the proposed Settlement is approved by the members of the Class and by the Court, then Yorkville Housing Co. and Yorkville Associates agree not to bring any lawsuit, arbitration, or administrative proceeding of any kind asserting the claims that they have released under the Stipulation of Settlement. Any party who violates this agreement not to sue must pay all costs and expenses, including reasonable attorneys' fees, of defending against any such lawsuit, arbitration, or administrative proceeding.

**Reimbursement of Legal Fees and Expenses**
**Paid by Ruppert Yorkville Tenants Association**

61. The legal fees and disbursements incurred by the attorneys for the Class in this lawsuit through November 30, 2000, in the total amount of $142,478.09, have been paid in full by the Ruppert Yorkville Tenants Association. In addition, the legal fees and disbursements incurred by the attorneys for the Class in this lawsuit after November 30, 2000, and to be incurred by them in this lawsuit on an on-going basis through the date, if any, that the Blackbook is declared effective, will continue to be paid by the Ruppert Yorkville Tenants Association.

62. Under the terms of the Stipulation of Settlement, Defendants will pay to the Ruppert Yorkville Tenants Association the total amount of reasonable legal fees and expenses incurred by the attorneys for the Class in this lawsuit through November 30, 2000. In addition, over and above this payment, Defendants will also pay to the Ruppert Yorkville Tenants Association the total amount of reasonable legal fees and expenses incurred and to be incurred by the attorneys for the Class in this lawsuit between November 30, 2000 and the date, if any, that the Blackbook is declared effective, in an amount not to exceed $250,000. (For purposes of determining the reasonableness of the legal fees and expenses incurred and to be incurred by the attorneys for the Class, Defendants acknowledge that the hourly billing rates charged by the attorneys for the Class are reasonable, and will not challenge the reasonableness of those billing rates.)

63. These payments by Defendants are subject to receipt by Defendants' counsel of copies of the billing statements submitted and to be submitted to the Ruppert Yorkville Tenants Association by the attorneys for the Class.

64. The legal fees and expenses described above will be paid by Defendants to the Ruppert Yorkville Tenants Association within 10 days after <u>either</u> the date that the Blackbook is declared effective <u>or</u> the date the Court's Final Order and Judgment is finally affirmed on appeal or is no longer subject to appeal, whichever is later.

## CLASS VOTE TO APPROVE OR TERMINATE PROPOSED SETTLEMENT

THE STIPULATION OF SETTLEMENT PROVIDES FOR A VOTE BY THE MEMBERS OF THE CLASS TO APPROVE OR TERMINATE THE PROPOSED SETTLEMENT. EACH MEMBER OF THE CLASS MAY VOTE FOR OR AGAINST THE PROPOSED SETTLEMENT BY COMPLETING THE BALLOT THAT IS ATTACHED AS THE LAST PAGE OF THIS NOTICE, INCLUDING THE NAME, ADDRESS (INCLUDING APARTMENT NUMBER), SIGNATURE, AND VOTE OF FOR OR AGAINST THE PROPOSED SETTLEMENT, AND THEN MAILING THE BALLOT TO THE ATTORNEYS FOR THE CLASS, AS FOLLOWS: WOLF HALDENSTEIN ADLER

FREEMAN & HERZ LLP, 270 MADISON AVENUE, 9th FLOOR, NEW YORK, NEW YORK 10016, ATTN: MICHAEL E. FLEISS, ESQ.

NO MORE THAN ONE BALLOT PER APARTMENT MAY BE SUBMITTED. IF MORE THAN ONE BALLOT IS RECEIVED FOR AN APARTMENT, ALL BALLOTS FOR THAT APARTMENT WILL BE CONSIDERED NULL AND VOID AND WILL BE DISREGARDED.

IN ORDER TO BE VALID, THE BALLOT MUST BE POSTMARKED WITHIN 20 DAYS FOLLOWING THE DATE OF THIS NOTICE.

The proposed Settlement will be approved by the members of the Class unless more than one-third (⅓) of the total members of the Class timely mail ballots to the attorneys for the Class voting against the proposed Settlement. THEREFORE, IF YOU ARE IN FAVOR OF THE PROPOSED SETTLEMENT, YOU MAY COMPLETE AND MAIL YOUR BALLOT AS PROVIDED ABOVE OR YOU MAY DO NOTHING, IN WHICH CASE YOU WILL BE COUNTED IN FAVOR OF THE PROPOSED SETTLEMENT. IF YOU ARE OPPOSED TO THE PROPOSED SETTLEMENT, YOU MUST COMPLETE AND TIMELY MAIL YOUR BALLOT IN ORDER FOR YOUR VOTE AGAINST THE PROPOSED SETTLEMENT TO BE COUNTED. If more than one-third (⅓) of the total members of the Class timely mail ballots to the attorneys for the Class voting against the Proposed Settlement, the proposed Settlement will be terminated.

## RIGHT TO WITHDRAW FROM THE PROPOSED SETTLEMENT

The Stipulation of Settlement provides both parties with the right to withdraw from and terminate the proposed Settlement upon the occurrence or non-occurrence of certain events. For example, if the Court's Final Order and Judgment approving the proposed Settlement and dismissing all of the claims in this lawsuit is not entered substantially in the form provided for in the Stipulation of Settlement, or if that Final Order and Judgment is reversed or substantially modified on appeal, then either party may withdraw from and terminate the proposed Settlement.

In addition, upon the occurrence or non-occurrence of certain other events, the Stipulation of Settlement provides one party but not the other party with the right to withdraw from and terminate the proposed Settlement. For example, plaintiffs will terminate the proposed Settlement if more than one-third (⅓) of the members of the Class timely return ballots voting against the proposed Settlement. Similarly, Defendants have the right to withdraw from and terminate the proposed Settlement if (among other things) plaintiffs' counsel fails timely to submit written comments on the Red Herring to the New York State Attorney General's office; the Blackbook is not accepted for filing by the Attorney General's office within 30 days after entry of the Court's Final Order and Judgment in this lawsuit; Defendants cannot, despite reasonable efforts, successfully withdraw Ruppert-Yorkville from the Mitchell-Lama program within 60 days

after the Blackbook is accepted for filing by the Attorney General's office; or Defendants cannot, despite reasonable efforts, sell the minimum number of Ruppert-Yorkville apartments necessary to declare the Blackbook effective in accordance with its terms.

As a result of any withdrawal from and termination of the proposed Settlement, or in the event the Court does not approve the proposed Settlement, the proposed Settlement and any actions taken in connection with it will become null and void and have no further force and effect. The parties will be restored to their respective positions in the lawsuit before the signing of the Stipulation of Settlement (with the exception of costs incurred in providing this Notice to the members of the Class), and plaintiffs will cooperate with Defendants in seeking the prompt judicial resolution of the lawsuit without delay.

## THE PROPOSED SETTLEMENT IS NOT AN ADMISSION

The proposed Settlement, whether or not approved by the Court or by the members of the Class, does not constitute and shall not in any way be construed or used as an admission or concession of, or evidence of, the validity or merit or lack of validity or merit of any of the claims or counterclaims being released under the proposed Settlement, or of any wrongdoing, liability, fault, or omission or lack of wrongdoing, liability, fault, or omission on the part of the parties, persons, or entities being released under the proposed Settlement, or of any damages or lack of damages to the class representatives or the members of the Class. If, however, the proposed Settlement is approved by the Court and the members of the Class, then the parties, persons, and entities being released under the proposed Settlement may file and use the Stipulation of Settlement and the Court's Final Order and Judgment in any lawsuit or other proceeding in order to support a defense, claim, or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense, claim, or counterclaim.

## NOTICE OF SETTLEMENT HEARING AND RIGHT TO APPEAR

Notice is hereby given that a hearing will be held before the Honorable Justice Ira Gammerman of the Supreme Court of the State of New York, County of New York, at the Courthouse, located at 60 Centre Street, Room 242, New York, New York, on _____, 2001 at ___ :____ __.m. (or on such other date and at such other time as the Court may direct) (the "Hearing"), to determine whether the proposed Settlement of this lawsuit on the terms and conditions provided for in the Stipulation of Settlement is fair, reasonable, and adequate and should be approved by the Court, and whether a Final Judgment as provided in the Stipulation of Settlement should be issued by the Court.

At the Hearing, any member of the Class may appear personally or by counsel to object to or express views regarding the proposed Settlement, including why it should or should not be approved by the Court as fair, reasonable, and adequate. However, any member of the Class who wishes to object to the proposed Settlement must, at least ten (10) days before the date of the Hearing, (i) file the objections, in writing, in the Office of the County Clerk for New York County, located at the Supreme Court of the State of New York, County of New York, 60 Centre Street, Room 141B, New York, New York 10007, and (ii) mail copies of the objections, in writing, to both of the following:

Michael E. Fleiss, Esq.
Wolf Haldenstein Adler Freeman & Herz LLP
270 Madison Avenue
New York, New York 10016
Attorneys for the Plaintiff

Dale C. Christensen, Jr., Esq.
Seward & Kissel LLP
One Battery Park Plaza
New York, New York 10004
Attorneys for the Defendants

Any member of the Class who does not timely file and mail objections in the manner provided shall be deemed to have waived his or her objections and shall forever be barred from making any such objections in this or any other legal proceeding.

## SCOPE OF THIS NOTICE AND FURTHER INFORMATION

The descriptions of this lawsuit, of the terms and conditions of the Stipulation of Settlement, and of the other matters described in this Notice are only summaries.

For the full details of the terms and conditions of the proposed Settlement, you may refer to the Stipulation of Settlement, a copy of which (without its attachments) is attached to this Notice.

For further details concerning this lawsuit, you may refer to the pleadings and other papers in this lawsuit (including the original Stipulation of Settlement with all attachments), all of which may be inspected in the Records Room of the Supreme Court of the State of New York, County of New York, located at 60 Centre Street, Room 103B, New York, New York 10007, during normal business hours.

Any inquiries concerning this lawsuit, the proposed Settlement, and other matters described in this Notice should be directed to the following attorney for the Class and the Subclass:

Michael E. Fleiss, Esq.
Wolf Haldenstein Adler Freeman & Herz LLP
Attorneys for the Plaintiffs
270 Madison Avenue
9th Floor
New York, New York 10016
(212) 545-4697

Dated: March ___, 2001

WOLF HALDENSTEIN ADLER FREEMAN
& HERZ LLP
Attorneys for the Plaintiffs

By:_____
Michael E. Fleiss
270 Madison Avenue
9th Floor
New York, New York 10016
(212) 545-4600

**BALLOT FOR RUPPERT-YORKVILLE**
**PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT**

Name: _____

Address: _____

Apartment Number: _____

Please check one:

|__| **In favor of/for the proposed Settlement**

|__| **Opposed to/against the proposed Settlement**

Signature: _____

**PLEASE NOTE:** In order for your vote to be valid and counted, this ballot must be mailed so as to be postmarked within twenty (20) days following the date of this Notice of Proposed Settlement of Class Action Lawsuit. This ballot must be mailed to counsel for the Class as follows: Wolf Haldenstein Adler Freeman & Herz LLP, 270 Madison Avenue, 9th Floor, New York, New York 10016, Attn: Michael E. Fleiss, Esq.

No more than one ballot per apartment may be submitted. If more than one ballot is received for an apartment, all ballots for that apartment will be considered null and void and will be disregarded.

The proposed Settlement shall be approved by the members of the Class unless more than one-third (⅓) of the total members of the Class shall timely mail ballots to counsel for the Class voting against the proposed Settlement.

Exhibit C

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

| | |
|---|---|
| LILA DYAS and RICHARD CATRONE on Behalf of Themselves and All Others Similarly Situated,<br><br>Plaintiffs,<br><br>- against -<br><br>YORKVILLE TOWERS HOUSING CO., INC., YORKVILLE TOWERS ASSOCIATES, JOHN/JANE DOES NOS. 1-10, and JOHN DOE CORPORATIONS NOS. 1-10,<br><br>Defendants. | Index No. 98/121496 |

**FINAL ORDER AND JUDGMENT**
**APPROVING CLASS ACTION SETTLEENT**

WHEREAS, plaintiffs Lila Dyas and Richard Catrone (the "Class Representatives"), the named parties in the above-captioned class action (the "Action"), individually and on behalf of the Class they represent (as described below) (collectively, the "Plaintiffs"), and Yorkville Towers Housing Co., Inc. ("Yorkville Housing Company") and Yorkville Towers Associates (a/k/a Yorkville Towers Associates, Limited Partnership) ("Yorkville Associates") (collectively, the "Defendants") have entered into a Stipulation and Agreement of Settlement and Dismissal, dated March 22, 2001, including the exhibits annexed thereto (the "Proposed Settlement"); and

WHEREAS, by Memorandum Decision, dated April 27, 2000, the Court certified a class consisting of all residential tenants

of Ruppert Towers and Yorkville Towers, located at 1601, 1619, 1623 and 1641 Third Avenue, New York, New York, and a subclass consisting of all members of the class who, between the time Defendants decided to withdraw Ruppert Towers and Yorkville Towers from the Mitchell Lama program and the time Defendants made this decision public, entered into leases or renewal leases for apartments at Ruppert Towers or Yorkville Towers (the class and subclass, collectively, the "Class"); and

WHEREAS, on or about September 13, 2000, a Notice of Class Action Lawsuit was mailed to the members of the Class advising them, among other things, of the pendency of the Action and their right to be excluded from the Class; and

WHEREAS, eleven individual households out of some 1,200 requested to be excluded from the Class; and

WHEREAS, _____ of the individual households who requested to be excluded from the Class subsequently rescinded their request to be excluded under the terms of the Proposed Settlement and became members of the Class;

WHEREAS, the parties applied to this Court, pursuant to CPLR § 908, for preliminary approval of the Proposed Settlement; and

WHEREAS, by Order dated _____, 2001 (the "Preliminary Approval Order"), the Court preliminarily approved the Proposed Settlement and scheduled a hearing for _____, 2001 (the "Section 908 Hearing") to consider the fairness,

reasonableness and adequacy of the Proposed Settlement to the Class and whether it should be approved by the Court, and whether a judgment should be entered dismissing the Action with prejudice and without costs; and

WHEREAS, the Proposed Settlement provided that it shall be approved by the Class unless more than one-third (1/3) of the total members of the Class vote against the Proposed Settlement; and

WHEREAS, the Court ordered that Notice of Proposed Settlement be mailed by first class mail to each member of the Class; and

WHEREAS, the Notice of Proposed Settlement informed the Class members, among other things, of their right to vote for or against the Proposed Settlement and also of their right to object to the Proposed Settlement, and the affidavit filed with the Court on _____, 2001, establishes that there has been full compliance with the Court's directives with respect to mailing the Notice of Proposed Settlement to the members of the Class; and

WHEREAS, fewer than one-third (1/3) of the total members of the Class voted against the Proposed Settlement, thus, pursuant to its terms, the Proposed Settlement has been approved by the Class; and

WHEREAS, the parties have complied with the terms of the Preliminary Approval Order and the Proposed Settlement; and

WHEREAS, the Section 908 Hearing was held on _____, 2001, at which time all interested persons were afforded the opportunity to be heard; and

WHEREAS, the Court has duly considered all of the submissions and arguments presented with respect to the Proposed Settlement;

NOW, THEREFORE, after due deliberation, it is hereby ORDERED that:

1. The Proposed Settlement is fair, reasonable and adequate, is in the best interests of the Class, and is approved for consummation in accordance with the terms of the Proposed Settlement.

2. The mailing of the Notice of Proposed Settlement described above constitutes the best notice practicable under the circumstances and is in full compliance with the notice requirements of due process and CPLR § 908.

3. In consideration of the Condominium Conversion Plan, the Rent Programs and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, described in the Proposed Settlement for the benefit of the Class, and providing the Defendants have satisfied the terms of the Proposed Settlement, the Class Representatives, all of the members of the Class, and their respective heirs, executors, administrators, representatives, successors and assigns, hereby forever unconditionally and irrevocable release

and discharge Yorkville Housing Company, Yorkville Associates and their respective affiliates, subsidiaries, predecessors, successors and assigns, and each and all of their current or former respective officers, directors, employees, agents, trustees, advisors, attorneys, representatives, principals, shareholders and partners (general or limited), and those partners' employees, agents, representatives and partners (general or limited) (collectively, the "Yorkville Released Parties") from any and all claims, rights, causes of action, complaints, agreements, promises (express or implied), contracts, undertakings, indemnities, covenants, guarantees, grievances, liabilities, damages, rights, obligations, expenses, debts and demands whatsoever, in law or equity, known or unknown, of whatsoever kind or nature that were, could or might have been asserted in this Action to the extent they arise out of or relate to the claims asserted in the Complaint by the Class Representatives, on behalf of themselves or any member of the Class, whether individually, directly, representatively, derivatively or in any other capacity against the Yorkville Released Parties, including, but not limited to, those arising out of, in connection with or in any way related to the dissolution of Yorkville Housing Company as a Mitchell Lama company or the withdrawal of Yorkville Towers and Ruppert Towers from the Mitchell Lama program, from the beginning of time until the date that this Stipulation is executed, provided, however,

that this does not release the Yorkville Released Parties from performing their obligations under the Proposed Settlement, nor does it release any claims by the State Attorney General under the Martin Act or any complaint that a tenant of Ruppert Towers or Yorkville Towers may file with the State Attorney General in connection with the Condominium Conversion Plan (the "Yorkville Released Claims").

4. The Class Representatives, all members of the Class, and their respective heirs, executors, administrators, representatives and assigns are permanently barred and enjoined from commencing or prosecuting, either directly, representatively, or in any other capacity, any and all of the Yorkville Released Claims against the Yorkville Released Parties, or from taking, or causing any other person to take, any action that would impede, or have the effect of impeding, Defendants' efforts to dissolve Yorkville Housing Company as a Mitchell Lama company or to withdraw Yorkville Towers and Ruppert Towers from the Mitchell Lama program in accordance with the terms of the Proposed Settlement.

5. In consideration of the release and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, described in the Proposed Settlement for the benefit of the Defendants, and providing that the Plaintiffs have satisfied the terms of the Proposed Settlement, Yorkville Housing Company, Yorkville Associates and their respective affiliates,

subsidiaries, predecessors, successors and assigns, hereby forever unconditionally and irrevocable release and discharge the Class Representatives, all of the members of the Class, and their respective heirs, executors, administrators, representatives, successors and assigns (collectively, the "Tenant Released Parties") from any and all claims, rights, causes of action, complaints, agreements, promises (express or implied), contracts, undertakings, indemnities, covenants, guarantees, grievances, liabilities, damages, rights, obligations, expenses, debts and demands whatsoever, in law or equity, known or unknown, of whatsoever kind or nature that were, could or might have been asserted in this Action to the extent they arise out of or relate to the counterclaim asserted in the Answer by the Defendants against the Tenant Released Parties, from the beginning of time until the date that this Stipulation is executed, provided, however, that this does not release the Tenant Released Parties from performing their obligations under the Proposed Settlement (the "Tenant Released Claims").

6. Yorkville Housing Company, Yorkville Associates and their respective affiliates, subsidiaries, predecessors, successors and assigns are permanently barred and enjoined from commencing or prosecuting any and all of the Tenant Released Claims against the Tenant Released Parties.

7. Pursuant to CPLR §§ 908 and 3217(a), the Action (including the counterclaim previously discontinued without

prejudice) is hereby settled and dismissed, with prejudice, on the merits, and without costs to either party.

8. Neither this Final Order and Judgment, the Preliminary Approval Order, the Proposed Settlement, nor any negotiations or proceedings in connection with the Proposed Settlement, nor any act performed or document executed pursuant to or in furtherance of the Proposed Settlement, shall in any way be construed, used or deemed to be (a) evidence of an admission of liability or of damages to the Class Representatives or the Class on the part of the Defendants, or of the value of any claims or the amount of any damages suffered on the part of the Class Representatives or of the Class or (b) an admission or concession of, or evidence of, any fault or omission of either the Defendants or the Plaintiffs in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal, other than in such proceedings as may be necessary to consummate or enforce the Proposed Settlement or this Final Order and Judgment, except that the parties may file and use the Proposed Settlement or this Final Order and Judgment in any action or proceeding in order to support a defense, claim, or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense, claim or counterclaim.

9. In the event that for any reason the Proposed Settlement is terminated or fails to become effective in accordance with its terms, or either party exercises its right to withdraw from the Proposed Settlement under the terms therein, the Proposed Settlement shall become null and void and of no further force and effect. In such event, the Proposed Settlement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice as to the rights of any and all parties thereto, who shall be restored to their respective positions prior to the execution of the Proposed Settlement, with the exception of the costs incurred in providing notice to the Class.

10. The Court shall retain jurisdiction to enforce the terms of the Proposed Settlement subject only to the parties' agreement in the Proposed Settlement that certain disputes with respect to the administration of the Rent Programs are subject to expedited arbitration.

11. There being no just reason for delay, this judgment shall be deemed final pursuant to New York State law.

Dated: _____, 2001

E N T E R:

_____
J.S.C.

70600.002 #219187

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK
----------X

LILA DYAS and RICHARD CATRONE, on Behalf of Themselves and All Others Similarly Situated,

Plaintiffs,

Index No. 121496/98

P. C. No.14488

-against-

YORKVILLE TOWERS HOUSING CO., INC., YORKVILLE TOWERS ASSOCIATES, JOHN/JANE DOES NOS. 1-10, and JOHN DOE CORPORATIONS NOS. 1-10,

The Names of the "John/Jane Doe" and "John Doe Corporation" Defendants Being Fictitious and Unknown to Plaintiffs, the Persons Intended Being the Individuals and Corporations Which, as Agents, Representatives, Principals, or Affiliates of Yorkville Towers Housing Co., Inc. and/or Yorkville Towers Associates, or on Behalf of Yorkville Towers Housing Co., Inc. and/or Yorkville Towers Associates, Engaged in or Committed the Fraud and Misrepresentations Alleged Herein,

Defendants.
----------X

IRA GAMMERMAN, J.

In this class action relating to the proposed withdrawal of Mitchell-Lama rental housing from Mitchell-Lama regulation, plaintiffs and defendants seek approval of a proposed settlement.

The Mitchell-Lama program anticipated that at some point the housing constructed under the program would no longer be subject to regulation.

The wisdom of such a program, with its potential for forcing people, including people in their senior years or suffering from disabilities, to relocate from homes they have occupied for long

periods of time, is an issue on which differences of opinion might be expressed. However, this problem results from the statute enacted by the elected Legislature. The only role that can be played by a Court is to apply the law as the elected Legislature enacted it, subject to such equitable and common law principles as may be applicable.

In some circumstances, owners of Mitchell-Lama buildings have been found to have waived their statutory right to withdraw from the program. Thus, in Columbus Park Corporation v Department of Housing Preservation and Development of the City of New York, 80 NY2d 19, rearg denied, 80 NY2d 925 (1992), the Court of Appeals held that certain covenants in the agreements and deeds pursuant to which the owners acquired the property, constituted a waiver and prevented it from being voluntarily withdrawn from the Mitchell-Lama program prior to forty years (one property) and fifty years (a second property). Even then, however, that withdrawal was merely delayed until the end of the time periods specified in the covenants. Moreover, the uncertainties of litigation are demonstrated by the fact that the trial court's decision in Columbus Park, 149 Misc 2d 66, 561 NYS2d 389 (Sup Ct, NY County 1990), was reversed by the Appellate Division, with two dissents, 170 AD2d 145, 574 NYS2d 680 (1st Dept 1991), which decision was, in turn, reversed by the Court of Appeals. The holding in Columbus Park was based on the Court's reading of clauses in the documents relating to the buildings. The documents relating to the Yorkville and Ruppert buildings are

different, and therefore the ultimate outcome in this case would not necessarily be the same as in Columbus Park. Whether or not the documents in this case, read together, preclude withdrawal, would be the subject of further litigation, if the case were not settled, and, in my opinion, finally be determined at an appellate level.

Plaintiffs here base their claims on other grounds as well, including claims based on representations made to some of the tenants, and the owners' failure to affirmatively advise tenants of the potential deregulation. Plaintiffs contend that as the result of these representations and omissions, defendants may not avail themselves of the statutory right to withdraw. The complaint asserts other grounds as well.

Most lawsuits are resolved by settlement, before, not after, trial. A settlement comes about when each side is willing to compromise, the plaintiff taking less than it believes would be won if the case were litigated to conclusion, and the defendant giving more than it believes would be lost.

If this case were litigated to conclusion, it is possible that the plaintiffs would lose and be left without any protection against market rents. Alternatively, if the plaintiffs win, that might well result in only an additional few years, to 2003 or 2008, before withdrawal would be permissible and plaintiffs would then be exposed to the full pressure of market rents, with no protection at all,

The proposed settlement is the product of intense negotiations involving not only counsel for both sides, but the New York City Department of Housing Preservation and Development and state and local elected officials as well. As a result of these efforts, if the settlement is approved, class members will receive varying degrees of protection. In addition, if the proposed condominium conversion plan is approved by the New York State Attorney General, class members will have an opportunity to purchase their apartments at insider rates, together with the right to "flip" the apartment to an outside purchaser.

I have received numerous written comments, all of which have been read and considered.[1] Most notably, Lila Dyas, the first-named class representative, objected to the proposed settlement, both in writing and at the hearing. Most of the comments center

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[1]Many of the comments expressed disagreement with the proposed prices for the purchase of the apartments. The purchase price of the units will depend on the approval of the conversion plan by the Attorney General. Any such comments should be directed to the Attorney General in connection with the proposed conversion.

Many comments expressed dissatisfaction with the physical state of the building. The seventh cause of action in the complaint alleges breach of the warranty of habitability. The proposed settlement includes a release and covenant not to sue that applies to any claims that were or could have been raised in this action, and applies to the claims raised in the seventh cause of action relating to the physical problems in the building. I note that with regard to the allegations of breach of the warranty of habitability, the release and covenants not to sue do not preclude class members, in the event the settlement is approved, from asserting claims for conditions that either continue or arise after the effective date of the settlement. However, any claim for rent abatement based on matters encompassed in the present complaint, would be limited to time periods after the effective date of the settlement.

on the amount of the new rents, on the criteria that will be used to set the new rents, and on certain aspects of the settlement that appear unfair to people in specific circumstances.

The terms of the settlement are up to counsel for the parties. I have no power to dictate what the terms of settlement should be, only to approve or reject a proposed settlement, in which latter case the claims must be resolved by litigation.

I recognize that approval of the settlement will mean that some tenants will have to relocate, and that for many class members, the increase in rents will force a choice between relocating and substantially lowering their present standard of living in order to be able to pay the increased rents. This is especially problematic because alternative safe, decent housing at an affordable rent is not necessarily available for those class members who cannot afford to stay in their present homes. I also recognize that from the point of a view of a class member who must leave his or her home because he or she cannot afford to stay, and who must face the prospect of finding a new home in a difficult housing market, the fact that the new, unaffordable, rent is lower than market rent is of little comfort. I also recognize that the criteria that will be used to set the new rents will impact unfairly on some class members, especially those who undergo changes in their income, who will be paying more for a small apartment than other class members will be paying for a large apartment, or who will be paying more than

other class members with a greater net worth but a lower "gross income" as defined by the proposed settlement,

Unfortunately, while the class action vehicle has the advantage (as demonstrated by this case) of providing relief to persons who could otherwise not afford to litigate their claims, is not necessarily suited to hand-tailoring a settlement to meet the special needs, however legitimate, of each and every class member.

I do not believe that the proposed settlement is perfect. However, the choice before me is limited to whether the settlement is a better prospect for the class members as a whole, than the prospect of litigating the claims to conclusion, factoring in the possibility that the defendants could prevail, in which case all class members would be subject to market rents without restriction. I am satisfied that the attorneys for both sides, working in tandem with HPD and others, have worked out, through considerable effort, a settlement that, while far from ideal, gives appreciable protection to the class as a whole.

Notwithstanding the foregoing, I decline to approve the settlement at this time. Whether the settlement should be approved is a complex one involving the balancing of many factors. Here, because of the critical importance of the outcome to the lives of the plaintiffs, one of the substantial factors to be considered, was the vote of the class members.

Out of 1257 tenants, 547 voted. Of these, 73 voted to reject the settlement. Counsel for both sides urge this as

demonstrating widespread support by the class members for the proposed settlement.

However, there are a substantial number of complaints that the class members were not able to cast meaningful votes because they were not able to understand the admittedly very complex proposed settlement, and that the opportunity to obtain explanation and guidance was inadequate. Many class members expressed a lack of understanding of the proposed settlement terms. Indeed, some class members who state that they voted for the proposed settlement, assert that their vote was the result of a lack of understanding of the proposed terms.

Further, it appears that the tenant Board promulgated a notice indicating that the vote was going to be postponed. Given the large numbers of tenants who did not vote, there is a significant possibility that the result of the vote reflects a belief that the vote was, indeed, going to be postponed. It also appears that, as the result of notices distributed by the Board and other input, class members may have been led to believe that the choice was solely between the settlement and market rents. Obviously, absent a full evaluation of the plaintiffs' legal arguments and the facts, it is not possible to predict which party will prevail if the case is litigated.

Having reviewed these comments, I am not satisfied that the goal of a meaningful vote has been achieved.

Accordingly, counsel for both sides are directed to confer and to jointly propose a plan for a new vote to be taken. The proposal shall provide for the following:

1. A form for tenants to provide the data on which to base the calculation of the tenant's new rent.

2. A procedure to provide to any class member who so requests, and who properly completes that form, a statement of his or her new rent under either a one year or two year first renewal lease, a statement of how the rent for the following renewal will be calculated, and under what circumstances the tenant will not be eligible for a renewal lease in the relevant program. This statement shall also state on what terms and conditions the class member will be eligible for subsequent renewal leases. The statement shall also set forth the maximum purchase price of the class member's unit under the proposed condominium conversion.

3. A new vote. As with the previous vote, the proposed settlement will be deemed approved by the class members unless more than one-third class members cast votes opposing it. Class members who do not vote, will be counted as voting in favor of the proposed settlement.

4. Any written communications recommending that class members vote either for or against the settlement shall state, in print size no smaller than the largest print size used on the notice, "The Court has not yet decided who would win the lawsuit if the settlement is not approved."

5. Provision shall be made for providing a copy of this decision and order to each class member, together with the above-described form.

In order to resolve some of the confusion and concerns expressed by the class members, I note that it is my understanding that, as stated in Stipulation and Agreement of Settlement, ¶ 6, class members will be eligible for continued renewal leases as long as they meet the requirements set forth in ¶ 5, to wit, that they remain in Good Standing, remain eligible for the applicable Rent Program, are in compliance with the requirements of the applicable Rent Program, and timely submit accurate and complete applications to continue to participate in the Rent Program at least ninety days before the expiration of their existing lease, with the rates to be determined in accordance with subparagraph a or b of ¶ 5. However, once a class member fails to qualify for the City Subsidy or Landlord Supplemental Subsidy Program, or elects not to participate, he or she cannot thereafter return to that program, but may participate in the Limited Rent Increase Program.

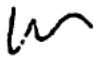
Pending the new vote, the motion to confirm the settlement is held in abeyance.

Nothing herein is intended to preclude the parties from revising the proposed settlement to address any of the claimed inequities discussed by the class members, provided only that any such revised proposed agreement be presented to me prior to the vote.

This constitutes the decision and order of the court.

Dated: July 27, 2001

E N T E R:



J.S.C.

IRA GAMMERMAN

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK
----------X
LILA DYAS and RICHARD CATRONE, on
Behalf of Themselves and
All Others Similarly Situated,

Index No. 121496/98

Plaintiffs,

P. C. No.14488

-against-

YORKVILLE TOWERS HOUSING CO., INC.,
YORKVILLE TOWERS ASSOCIATES,
JOHN/JANE DOES NOS. 1-10, and
JOHN DOE CORPORATIONS NOS. 1-10,

Defendants.
----------X

IRA GAMMERMAN, J

The Court is aware of issues in the treatment of income for purposes of determining eligibility for the three subsidized or discounted rent programs offered under the Proposed Settlement and the calculation of rent thereunder and has determined that (i) returns of principal (including those in connection with IRA distributions and rollovers or pension or annuity payments) shall not be included in the definition of "True Gross Income" for either of those purposes and (ii) tax exempt interest income shall be included in that definition for both such purposes.

The Court further finds that tenants who qualify for the Landlord Supplemental Subsidy Program shall not be deprived of their eligibility for that program or removed from that program merely because their income falls below 80% of Area Media Income.

The Court therefore directs the parties to attach this memorandum order to the materials being distributed to the

tenants in connection with their vote on the Proposed Settlement and that the Stipulation and Agreement of Settlement And Dismissal is hereby clarified and modified as stated herein,.

SO ORDERED:

8/15/01

8/15/01 - Claims closed as of 6/29/01

JSC

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

| | |
|---|---|
| LILA DYAS and RICHARD CATRONE, on Behalf of Themselves and All Others Similarly Situated, | |
| Plaintiffs, | Index No. 121496/98 |
| -against- | Part Calendar No. 14488 |
| YORKVILLE TOWERS HOUSING CO., INC., YORKVILLE TOWERS ASSOCIATES, JOHN/JANE DOES NOS. 1-10, and JOHN DOE CORPORATIONS NOS. 1-10, | |
| Defendants. | |

**FINAL ORDER AND JUDGMENT**
**APPROVING CLASS ACTION SETTLEMENT**

*WHEREAS*, plaintiffs Lila Dyas and Richard Catrone (the "Class Representatives"), the named parties in the above-captioned class action (the "Action"), individually and on behalf of the Class they represent (as described below) (collectively, the "Plaintiffs"), and Yorkville Towers Housing Co., Inc. ("Yorkville Housing Company") and Yorkville Towers Associates (a/k/a Yorkville Towers Associates, Limited Partnership) ("Yorkville Associates") (collectively, the "Defendants") have entered into a Stipulation and Agreement of Settlement and Dismissal, dated March 22, 2001, including the exhibits annexed thereto, as clarified and amended by the Court's August 15, 2001 Order, (the "Proposed Settlement"); and

*WHEREAS*, by Memorandum Decision dated April 27, 2000, the Court certified a class consisting of all residential tenants

of Ruppert Towers and Yorkville Towers, located at 1601, 1619, 1623 and 1641 Third Avenue, New York, New York, and a subclass consisting of all members of the class who, between the time Defendants decided to withdraw Ruppert Towers and Yorkville Towers from the Mitchell Lama program and the time Defendants made this decision public, entered into leases or renewal leases for apartments at Ruppert Towers or Yorkville Towers (the class and subclass, collectively, the "Class"); and

WHEREAS, on or about September 13, 2000, a Notice of Class Action Lawsuit was mailed to the members of the Class advising them, among other things, of the pendency of the Action and their right to be excluded from the Class; and

WHEREAS, eleven individual households out of some 1,200 requested to be excluded from the Class; and

WHEREAS, two of the individual households who requested to be excluded from the Class subsequently rescinded their request to be excluded under the terms of the Proposed Settlement and became members of the Class;

WHEREAS, the parties applied to this Court, pursuant to CPLR § 908, for preliminary approval of the Proposed Settlement; and

WHEREAS, by Order dated March 22, 2001 (the "Preliminary Approval Order"), the Court preliminarily approved the Proposed Settlement and scheduled a hearing for July 10, 2001 (the "Section 908 Hearing") to consider the fairness,

reasonableness and adequacy of the Proposed Settlement to the Class and whether it should be approved by the Court, and whether a judgment should be entered dismissing the Action with prejudice and without costs; and

WHEREAS, the Proposed Settlement provided that it would be deemed to be approved by the Class unless more than one-third (1/3) of the total members of the Class vote against the Proposed Settlement; and

WHEREAS, the Court ordered that Notice of Proposed Settlement be mailed by first class mail to each member of the Class; and

WHEREAS, the Notice of Proposed Settlement was mailed by first class mail to each Class member on April 11, 2001 and informed the Class members, among other things, of their right to vote for or against the Proposed Settlement and also of their right to object to the Proposed Settlement, and the affidavit filed with the Court on July 10, 2001, establishes that there has been full compliance with the Court's directives with respect to mailing the Notice of Proposed Settlement to the members of the Class; and

WHEREAS, fewer than one-third (1/3) of the total members of the Class voted against the Proposed Settlement, thus, pursuant to its terms, the Proposed Settlement was approved by the Class; and

WHEREAS, the Section 908 Hearing was held on July 10,

2001, at which time all interested persons were afforded the opportunity to be heard; and

WHEREAS, by Decision and Order dated July 27, 2001 (the "July 27, 2001 Order"), the Court held the motion to approve the Proposed Settlement in abeyance and directed, among other things, (a) that, upon their request, Class members be provided with a statement of (i) their initial rent under the Proposed Settlement; (ii) the terms and conditions under which they would be eligible for subsequent renewal leases; (iii) how their rent under those subsequent renewal leases would be calculated; and (iv) the maximum purchase price for their apartment under the proposed Condominium Conversion Plan (collectively, the "Rent and Purchase Information"), (b) that a second vote by the Class members on the Proposed Settlement be held (the "Second Tenant Vote") and (c) that Class members be provided with a copy of the July 27, 2001 Order; and

WHEREAS, the July 27,2001 Order provided further that the Proposed Settlement would be deemed approved by the Class unless more than one-third (1/3) of the total Class members voted against the Proposed Settlement in the Second Tenant Vote; and

WHEREAS, following a conference before the Court on August 16, 2001, each Class member received by hand delivery a copy of the July 27, 2001 Order, together with a notice informing the Class members of, among other things, (a) their right to request and receive from the Defendants their Rent and Purchase

Information and (b) the Second Tenant Vote on the Proposed Settlement (the "Notice of Second Tenant Vote"); and

WHEREAS, on or before September 10, 2001, some 372 Class members requested and received a statement of their Rent and Purchase Information from the Defendants; and

WHEREAS, fewer than one-third (1/3) of the total members of the Class voted against the Proposed Settlement in the Second Tenant Vote which was conducted during the period August 16 through September 21, 2001, thus, pursuant to the July 27, 2001 Order, the Proposed Settlement has been approved by the Class; and

WHEREAS, by Order of the Court dated August 15, 2001, the Class was closed as of June 29, 2001, therefore any tenant renting a vacant apartment in Ruppert Towers and Yorkville Towers after June 29, 2001 would neither be a member of the Class, nor be eligible to participate in the benefits available to Class members under the Proposed Settlement, and would be subject to market rents after the buildings are withdrawn from the Mitchell-Lama program and his or her Mitchell-Lama lease expires; and

WHEREAS, the parties have complied with the terms of the Preliminary Approval Order, the Proposed Settlement and the July 27, 2001 Order; and

WHEREAS, the Court has duly considered all of the submissions and arguments presented with respect to the Proposed

Settlement;

NOW, THEREFORE, after due deliberation, it is hereby ORDERED that:

1. The Proposed Settlement is fair, reasonable and adequate, is in the best interests of the Class, and is approved for consummation in accordance with the terms of the Proposed Settlement.

2. The mailing of the Notice of Proposed Settlement and the by-hand delivery of the Notice of Second Tenant Vote described above constitutes the best notice practicable under the circumstances and is in full compliance with the notice requirements of due process, CPLR § 908 and the Preliminary Approval Order.

3. In consideration of the Condominium Conversion Plan, the Rent Programs and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, described in the Proposed Settlement for the benefit of the Class, and providing the Defendants have satisfied the terms of the Proposed Settlement, the Class Representatives, all of the members of the Class, and their respective heirs, executors, administrators, representatives, successors and assigns, hereby forever unconditionally and irrevocably release and discharge Yorkville Housing Company, Yorkville Associates and their respective affiliates, subsidiaries, predecessors, successors and assigns, and each and all of their current or

former respective officers, directors, employees, agents, trustees, advisors, attorneys, representatives, principals, shareholders and partners (general or limited), and those partners= employees, agents, representatives and partners (general or limited) (collectively, the "Yorkville Released Parties") from any and all claims, rights, causes of action, complaints, agreements, promises (express or implied), contracts, undertakings, indemnities, covenants, guarantees, grievances, liabilities, damages, rights, obligations, expenses, debts and demands whatsoever, in law or equity, known or unknown, of whatsoever kind or nature that were, could or might have been asserted in this Action to the extent they arise out of or relate to the claims asserted in the Complaint by the Class Representatives, on behalf of themselves or any member of the Class, whether individually, directly, representatively, derivatively or in any other capacity against the Yorkville Released Parties, including, but not limited to, those arising out of, in connection with or in any way related to the dissolution of Yorkville Housing Company as a Mitchell Lama company or the withdrawal of Yorkville Towers and Ruppert Towers from the Mitchell Lama program, from the beginning of time until the date that the Proposed Settlement was executed, provided, however, that this does not release the Yorkville Released Parties from performing their obligations under the Proposed Settlement, nor does it release any claims by the State Attorney

General under the Martin Act or any complaint that a tenant or Ruppert Towers or Yorkville Towers may file with the State Attorney General in connection with the Condominium Conversion Plan (the "Yorkville Released Claims").

4. The Class Representatives, all members of the Class, and their respective heirs, executors, administrators, representatives and assigns are permanently barred and enjoined from commencing or prosecuting, either directly, representatively, or in any other capacity, any and all of the Yorkville Released Claims against the Yorkville Released Parties, or from taking, or causing any other person to take, any action that would impede, or have the effect of impeding, Defendants' efforts to dissolve Yorkville Housing Company as a Mitchell-Lama company or to withdraw Yorkville Towers and Ruppert Towers from the Mitchell Lama program in accordance with the terms of the Proposed Settlement.

5. In consideration of the release and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, described in the Proposed Settlement for the benefit of the Defendants, and providing that the Plaintiffs have satisfied the terms of the Proposed Settlement, Yorkville Housing Company, Yorkville Associates and their respective affiliates, subsidiaries, predecessors, successors and assigns, hereby forever unconditionally and irrevocably release and discharge the Class Representatives, all of the members of the Class, and their

respective heirs, executors, administrators, representatives, successors and assigns (collectively, the "Tenant Released Parties") from any and all claims, rights, causes of action, complaints, agreements, promises (express or implied), contracts, undertakings, indemnities, covenants, guarantees, grievances, liabilities, damages, rights, obligations, expenses, debts and demands whatsoever, in law or equity, known or unknown, of whatsoever kind or nature that were, could or might have been asserted in this Action to the extent they arise out of or relate to the counterclaim asserted in the Answer by the Defendants against the Tenant Released Parties, from the beginning of time until the date that the Proposed Settlement was executed, provided, however, that this does not release the Tenant Released Parties from performing their obligations under the Proposed Settlement (the "Tenant Released Claims").

6. Yorkville Housing Company, Yorkville Associates and their respective affiliates, subsidiaries, predecessors, successors and assigns are permanently barred and enjoined from commencing or prosecuting any and all of the Tenant Released Claims against the Tenant Released Parties.

7. Pursuant to CPLR § 908 and 3217(a), the Action (including the counterclaim previously discontinued without prejudice) is hereby settled and dismissed, with prejudice, on the merits, and without costs to either party.

8. Neither this Final Order and Judgment, the

Preliminary Approval Order, the Proposed Settlement, nor any negotiations or proceedings in connection with the Proposed Settlement, nor any act performed or document executed pursuant to or in furtherance of the Proposed Settlement, shall in any way be construed, used or deemed to be (a) evidence of an admission of liability or of damages to the Class Representatives or the Class on the part of the Defendants, or of the value of any claims or the amount of any damages suffered on the part of the Class Representatives or of the Class or (b) an admission or concession of, or evidence of, any fault or omission of either the Defendants or the Plaintiffs in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal, other than in such proceedings as may be necessary to consummate or enforce the Proposed Settlement or this Final Order and Judgment, except that the parties may file and use the Proposed Settlement or this Final Order and Judgment in any action or proceeding in order to support a defense, claim, or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense, claim or counterclaim.

9. In the event that for any reason the Proposed Settlement is terminated or fails to become effective in accordance with its terms, or either party exercises its right to withdraw from the Proposed Settlement under the terms therein,

the Proposed Settlement shall become null and void and of no further force and effect. In such event, the Proposed Settlement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice as to the rights of any and all parties thereto, who shall be restored to their respective positions prior to the execution of the Proposed Settlement, with the exception of the costs incurred in providing notice to the Class.

10. The Court shall retain jurisdiction to enforce the terms of the Proposed Settlement, this Final Order and Judgment and any related matters subject only to the parties' agreement in the Proposed Settlement that certain disputes with respect to the administration of the Rent Programs are subject to expedited arbitration.

11. There being no just reason for delay, this judgment shall be deemed final pursuant to New York State law.

Dated: October 5, 2001

E N T E R .

J.S.C.

IRA GAMMERMAN

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## Document Number 15 —
## FLOOR PLANS

All dimensions set forth on the following floor plans and Schedule B of the Declaration are approximate and may exceed the usable floor area of the Unit which is so depicted. The following floor plans are subject to variations between such floor plans and the actual condominium floor plans to be filed with the Office of the City Register, New York County, and to changes in fenestration and other revisions which are deemed advisable by the local department of buildings or other agencies having jurisdiction over same, or which are necessitated by job conditions, or are permitted to be made by Sponsor in accordance with the Plan.

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# RUPPERT YORKVILLE TOWERS

CONDOMINIUM

## DRAWINGS LIST

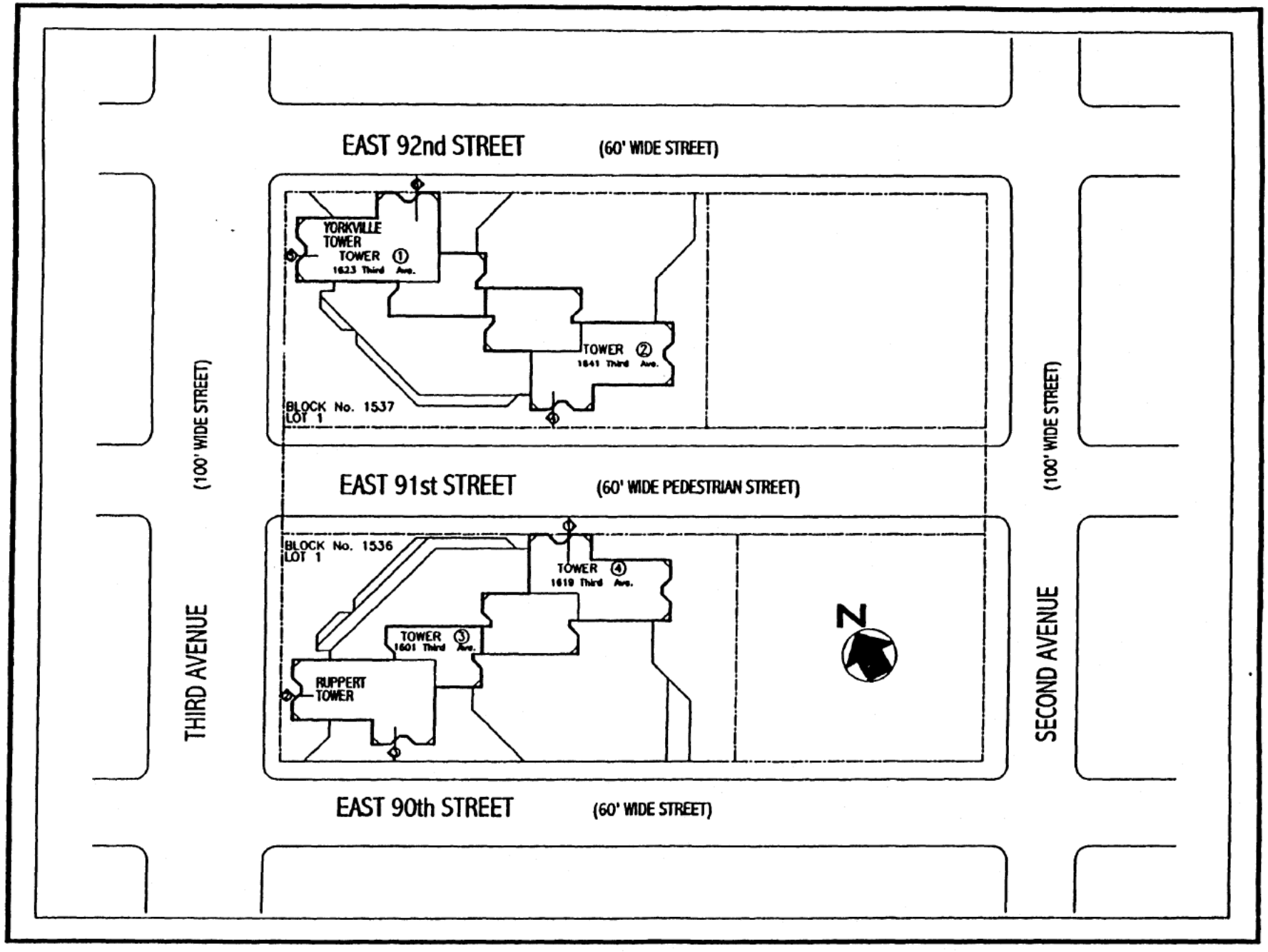
A-1 COVER SHEET
A-2 SITE PLAN
A-3 SECTIONS

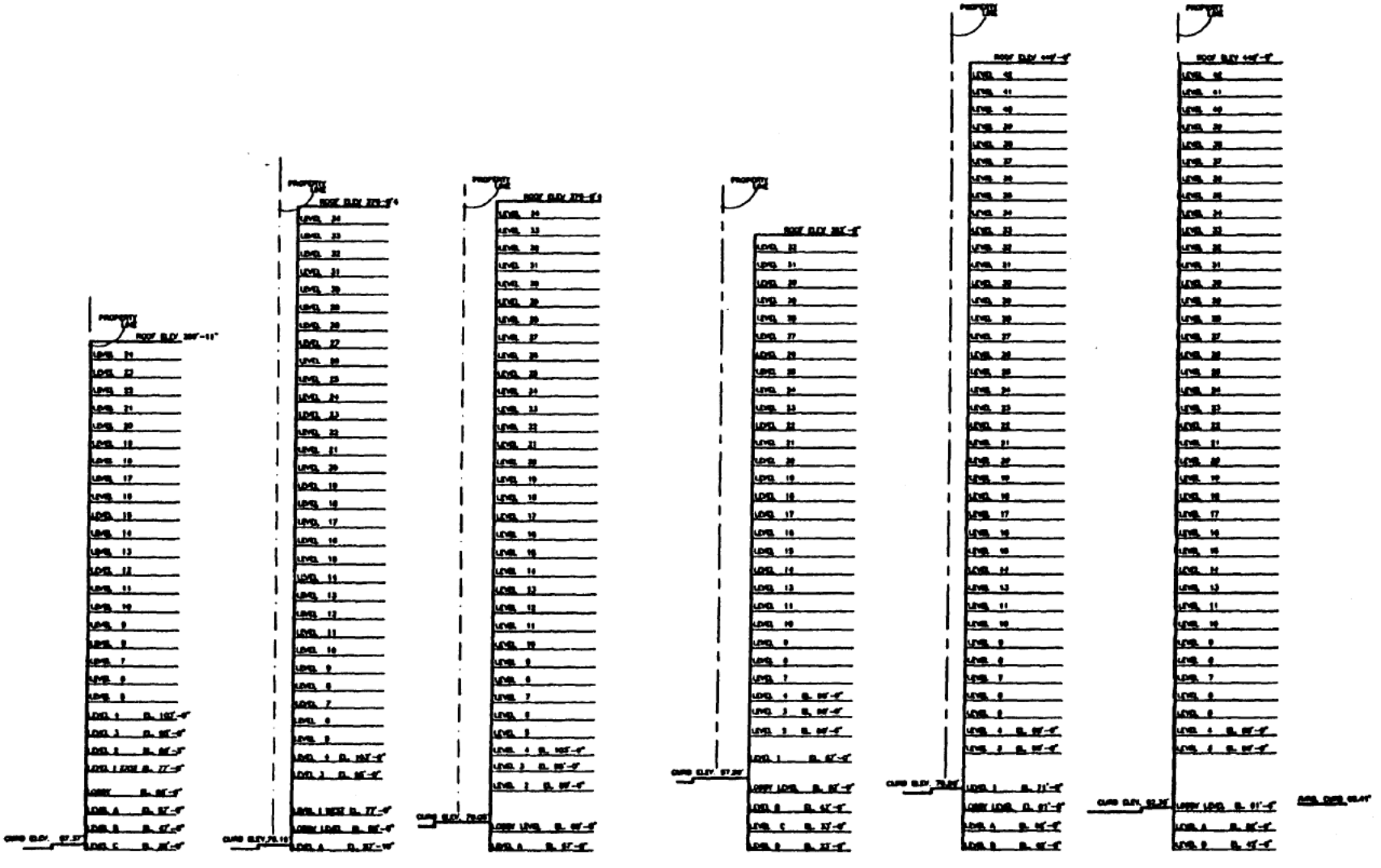
### RUPPERT TOWER
1601-1619 THIRD AVENUE

| DWG. No | DESCRIPTION |
|---|---|
| A-4 | LEVEL C |
| A-5 | LEVEL B |
| A-6 | LEVEL A |
| A-7 | LEVEL L |
| A-8 | LEVEL 1 |
| A-9 | LEVEL 2 |
| A-10 | LEVEL 3 |
| A-11 | LEVEL 4 - LEVEL 12 (WEST) |
| A-12 | LEVEL 4 - LEVEL 12 (EAST) |
| A-13 | LEVEL 13 - LEVEL 16 (WEST) |
| A-14 | LEVEL 17 - LEVEL 18 (WEST) |
| A-15 | LEVEL 13 & LEVEL 14 (EAST) |
| A-16 | LEVEL 15 - LEVEL 17 (EAST) |
| A-17 | LEVEL 18 (EAST) |
| A-18 | LEVEL 19 - LEVEL 21 (WEST) |
| A-19 | LEVEL 22 & LEVEL 23 (WEST) |
| A-20 | LEVEL 19 (EAST) |
| A-21 | LEVEL 20 - LEVEL 24 (EAST) |
| A-22 | LEVEL 24 - LEVEL 29 (WEST) |
| A-23 | LEVEL 25 - LEVEL 29 (EAST) |
| A-24 | LEVEL 30 - LEVEL 34 (WEST) |
| A-25 | BULKHEAD & ROOF PLAN |

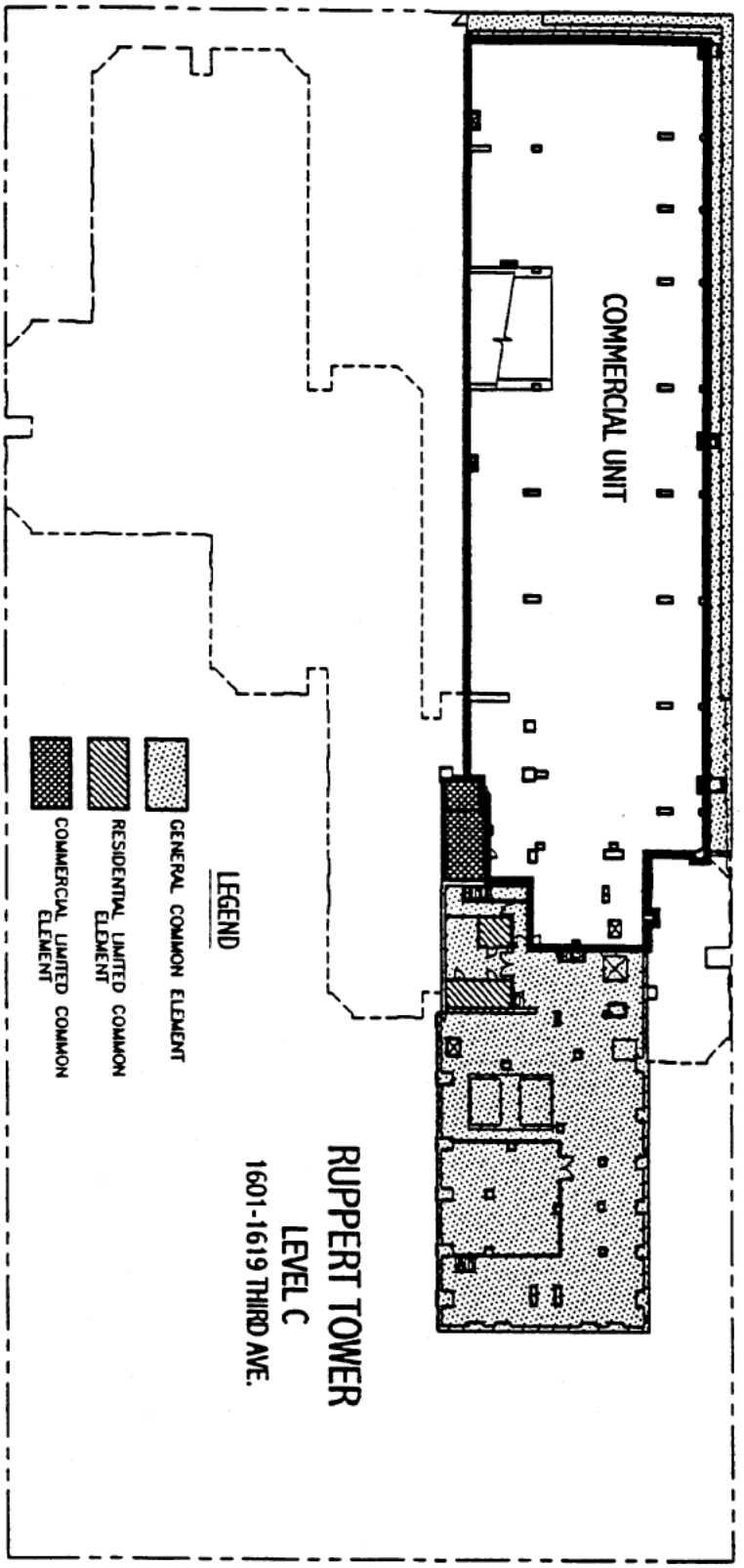
### YORKVILLE TOWER
1623-1641 THIRD AVENUE

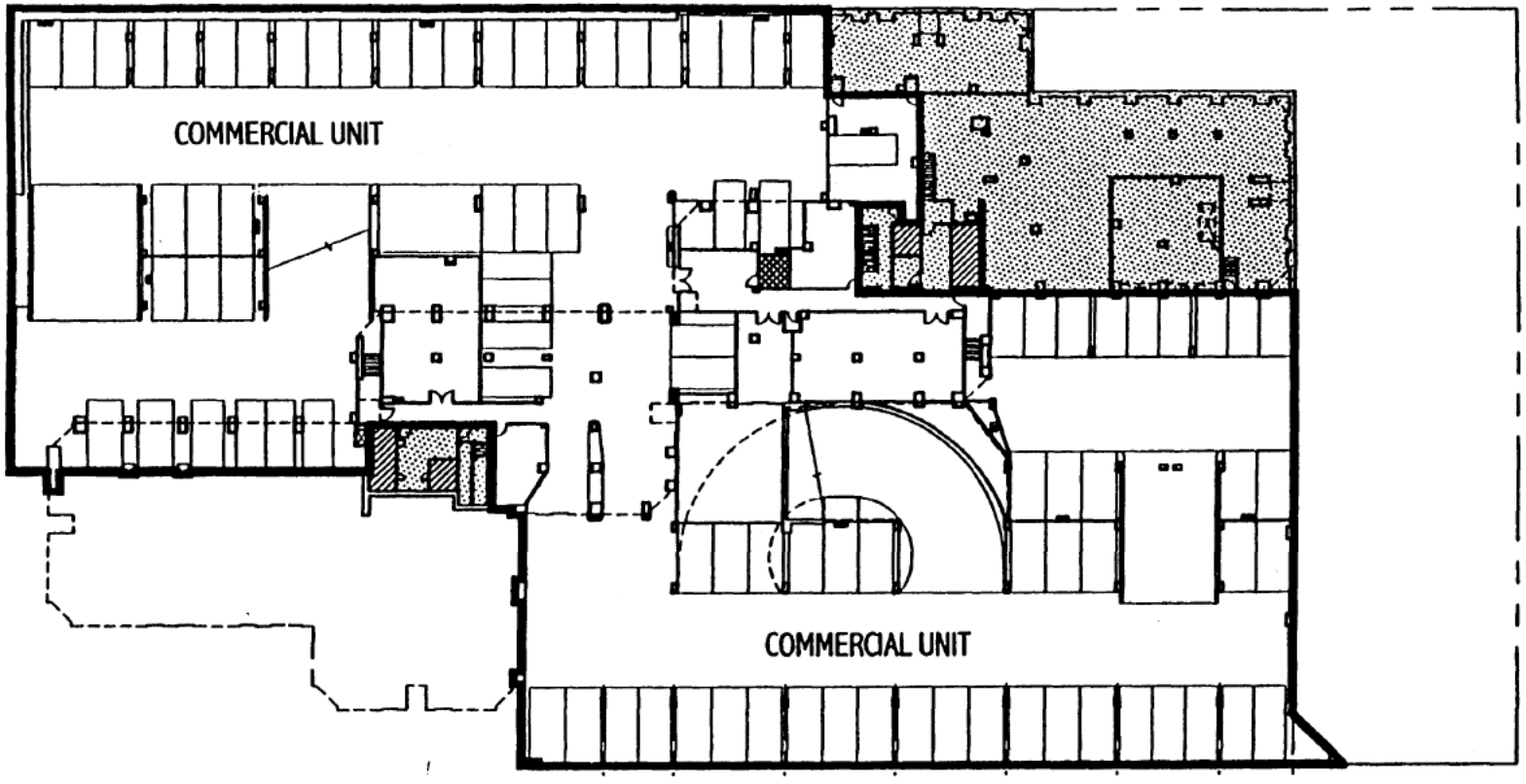
| DWG. No | DESCRIPTION |
|---|---|
| A-26 | LEVEL D |
| A-27 | LEVEL C |
| A-28 | LEVEL B |
| A-29 | LEVEL A |
| A-30 | LEVEL L |
| A-31 | LEVEL 1 |
| A-32 | LEVEL 2 |
| A-33 | LEVEL 3 |
| A-34 | LEVEL 4 - LEVEL 21 (WEST) |
| A-35 | LEVEL 4 - LEVEL 17 (EAST) |
| A-36 | LEVEL 22 & LEVEL 23 (WEST) |
| A-37 | LEVEL 24 - LEVEL 26 (WEST) |
| A-38 | LEVEL 18 & LEVEL 19 (EAST) |
| A-39 | LEVEL 20 - LEVEL 22 (EAST) |
| A-40 | LEVEL 23 & LEVEL 24 (EAST) |
| A-41 | LEVEL 25 - LEVEL 32 (EAST) |
| A-42 | LEVEL 27 & LEVEL 28 (WEST) |
| A-43 | LEVEL 29 - LEVEL 37 (WEST) |
| A-44 | LEVEL 38 - LEVEL 42 (WEST) |
| A-45 | LEVEL 33 - LEVEL 37 (EAST) |
| A-46 | ROOF PLAN. (WEST) |
| A-47 | ROOF PLAN (EAST) |


EAST 92nd STREET
(60' WIDE STREET)
YORKVILLE TOWER
TOWER ①
1623 Third Ave.
TOWER ②
1641 Third Ave.
BLOCK No. 1537
LOT 1
(100' WIDE STREET)
EAST 91st STREET
(60' WIDE PEDESTRIAN STREET)
BLOCK No. 1536
LOT 1
TOWER ④
1619 Third Ave.
TOWER ③
1601 Third Ave.
RUPPERT TOWER
N
THIRD AVENUE
SECOND AVENUE
EAST 90th STREET
(60' WIDE STREET)




RUPPERT YORKVILLE


COMMERCIAL UNIT
RUPPERT TOWER
LEVEL C
1601-1619 THIRD AVE.
LEGEND
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
COMMERCIAL LIMITED COMMON ELEMENT



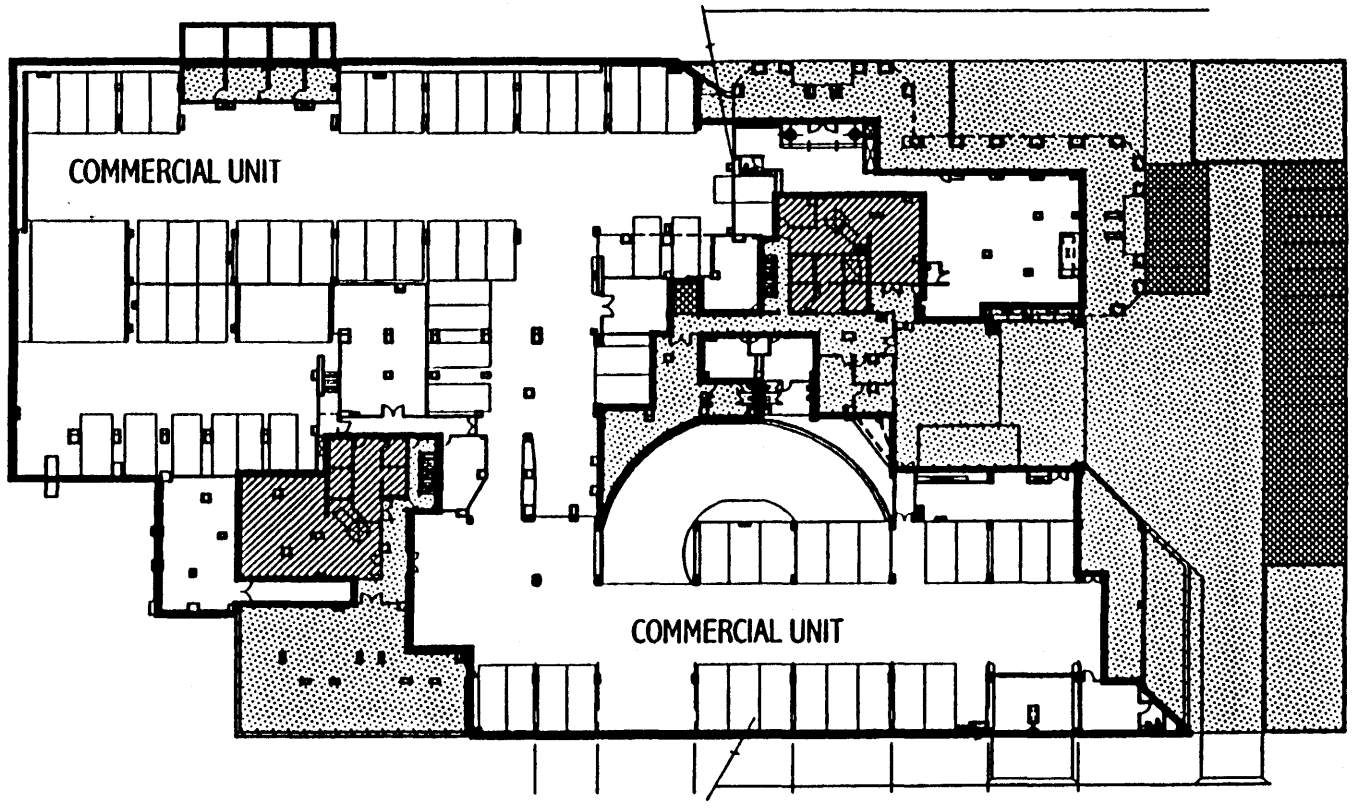

# RUPPERT TOWER

## LEVEL B

1601-1619 THIRD AVE.

LEGEND

- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT



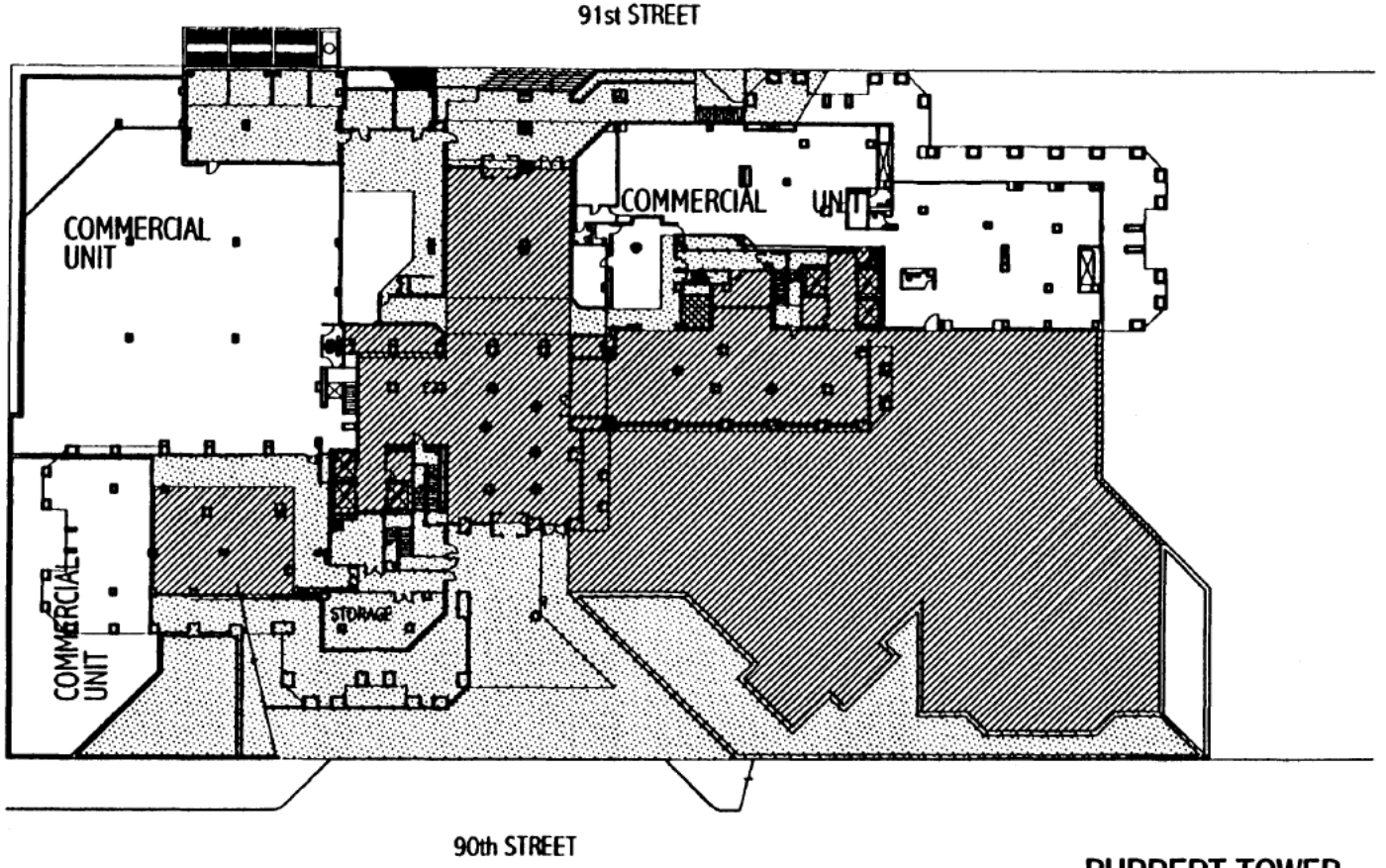

# RUPPERT TOWER

## LEVEL A

1601-1619 THIRD AVE.

LEGEND

- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT



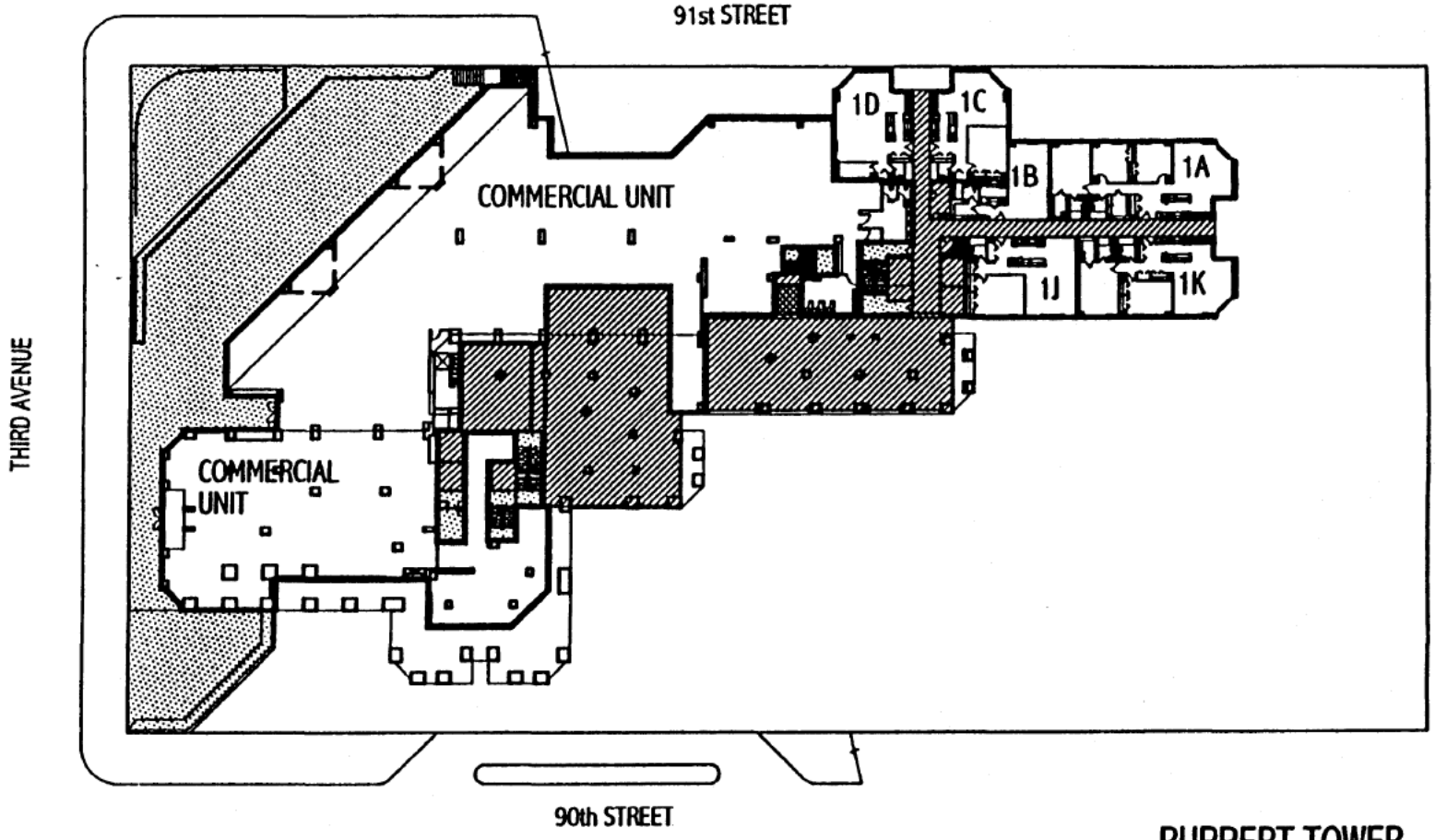

# RUPPERT TOWER

## LEVEL L

1601-1619 THIRD AVE.

LEGEND

- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT



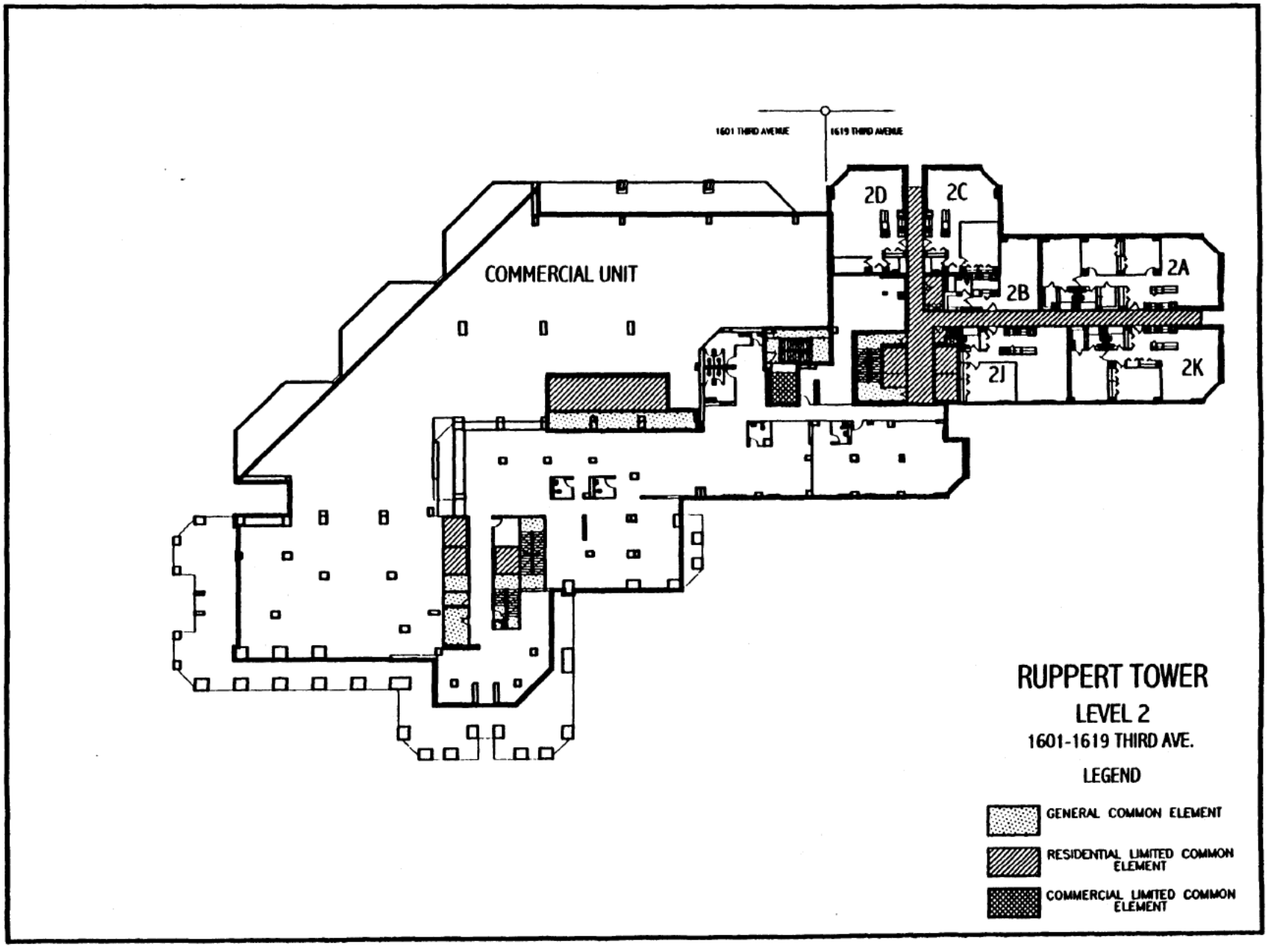

# RUPPERT TOWER

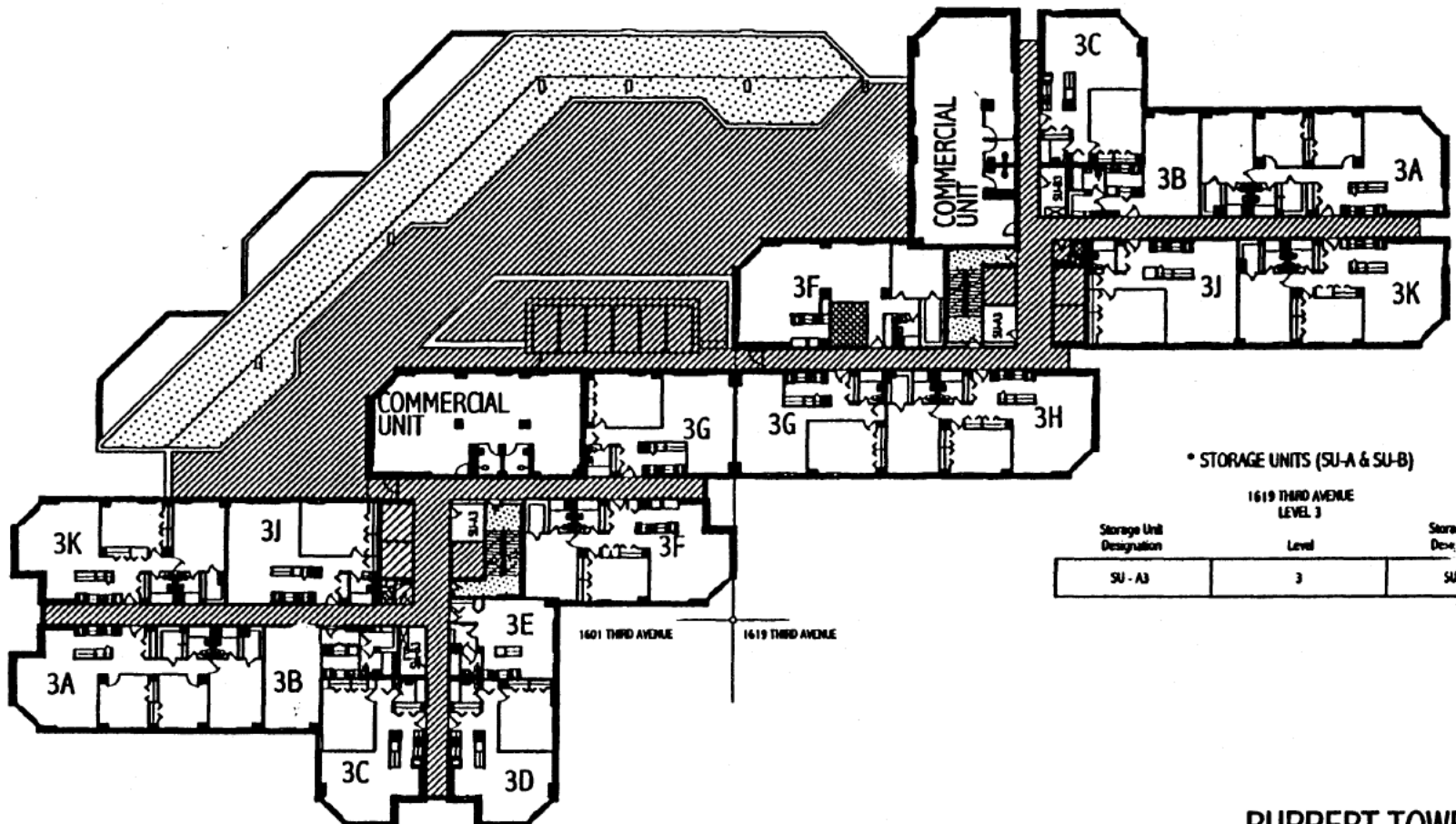
## LEVEL 1

1601-1619 THIRD AVE.

**LEGEND**

- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT


1601 THIRD AVENUE
1619 THIRD AVENUE
COMMERCIAL UNIT
2D
2C
2A
2B
2J
2K
RUPPERT TOWER
LEVEL 2
1601-1619 THIRD AVE.
LEGEND
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
COMMERCIAL LIMITED COMMON ELEMENT




* STORAGE UNITS (SU-A & SU-B)

1619 THIRD AVENUE
LEVEL 3

| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A3 | 3 | SU - B3 |

* STORAGE UNITS (SU-A & SU-B)

1601 THIRD AVENUE
LEVEL 3

| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A3 | 3 | SU - B3 |

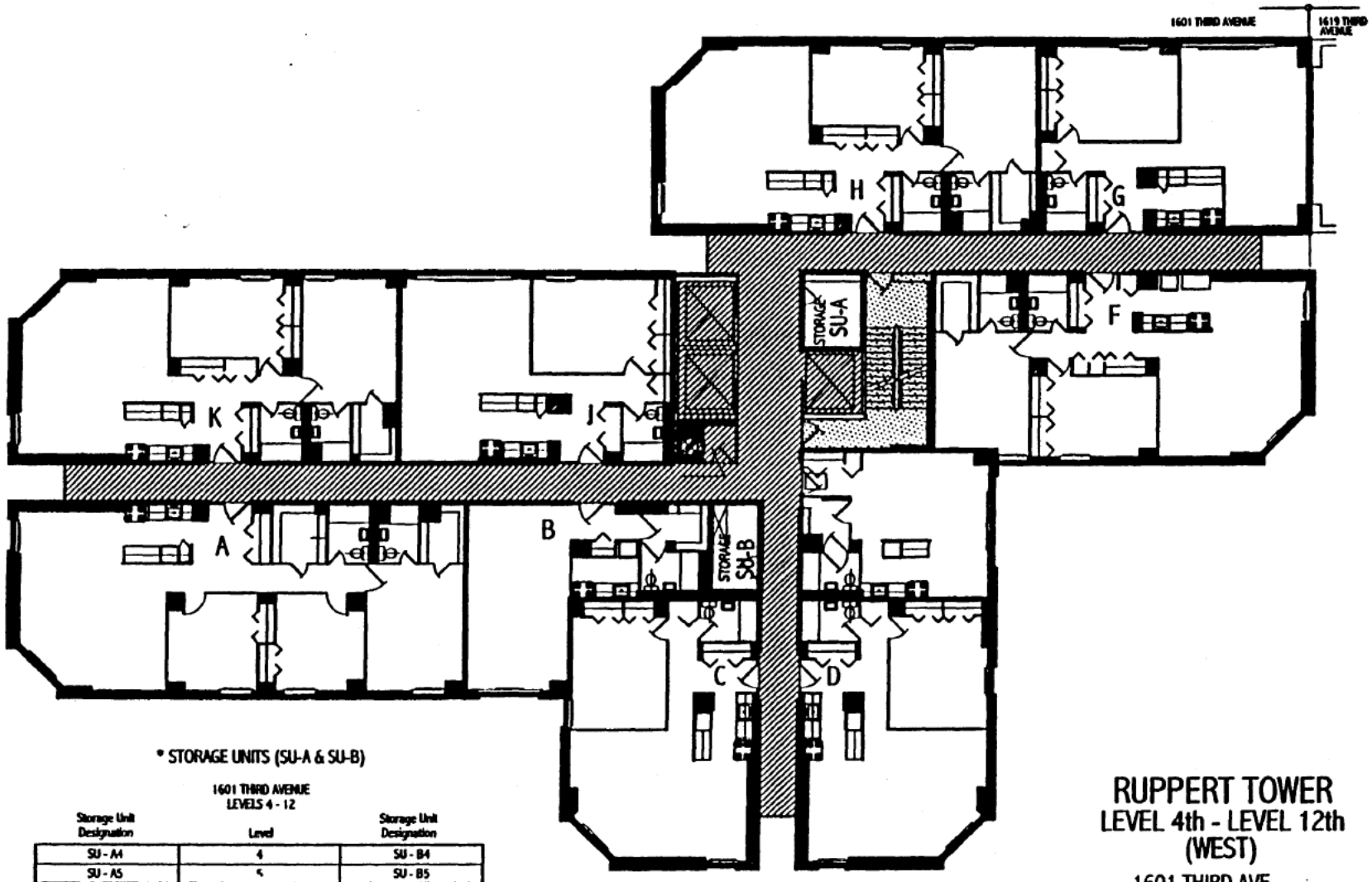
# RUPPERT TOWER

## LEVEL 3

1601-1619 THIRD AVE.

LEGEND

- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT




* STORAGE UNITS (SU-A & SU-B)

1601 THIRD AVENUE
LEVELS 4 - 12

| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A4 | 4 | SU - B4 |
| SU - A5 | 5 | SU - B5 |
| SU - A6 | 6 | SU - B6 |
| SU - A7 | 7 | – |
| SU - A8 | 8 | – |
| SU - A9 | 9 | SU - B9 |
| SU - A10 | 10 | SU - B10 |
| SU - A11 | 11 | SU - B11 |
| SU - A12 | 12 | SU - B12 |

# RUPPERT TOWER
## LEVEL 4th - LEVEL 12th (WEST)
1601 THIRD AVE.

LEGEND

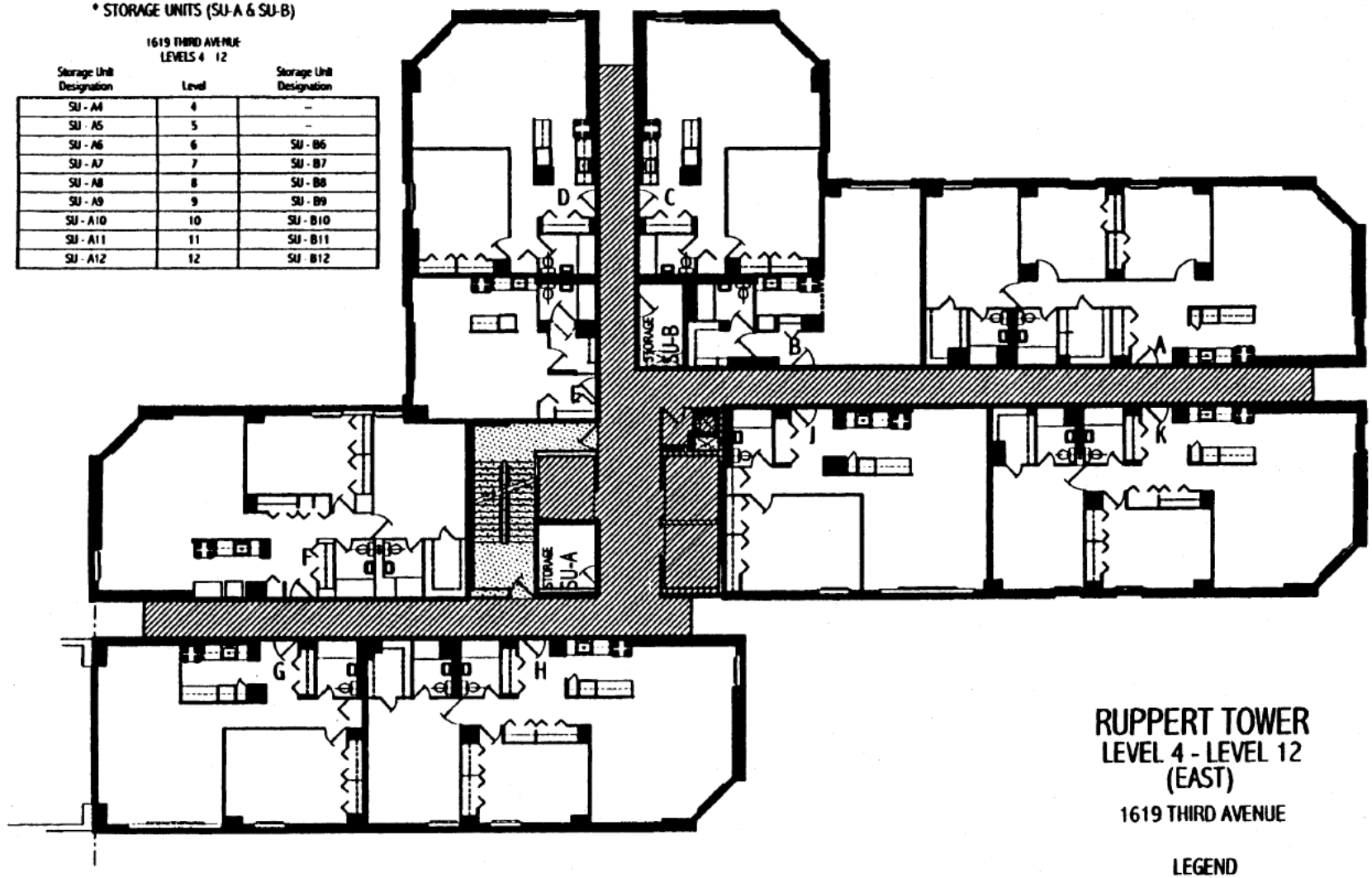
GENERAL COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

* STORAGE UNITS (SU-A & SU-B)

1619 THIRD AVENUE
LEVELS 4 - 12

| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A4 | 4 | – |
| SU - A5 | 5 | – |
| SU - A6 | 6 | SU - B6 |
| SU - A7 | 7 | SU - B7 |
| SU - A8 | 8 | SU - B8 |
| SU - A9 | 9 | SU - B9 |
| SU - A10 | 10 | SU - B10 |
| SU - A11 | 11 | SU - B11 |
| SU - A12 | 12 | SU - B12 |



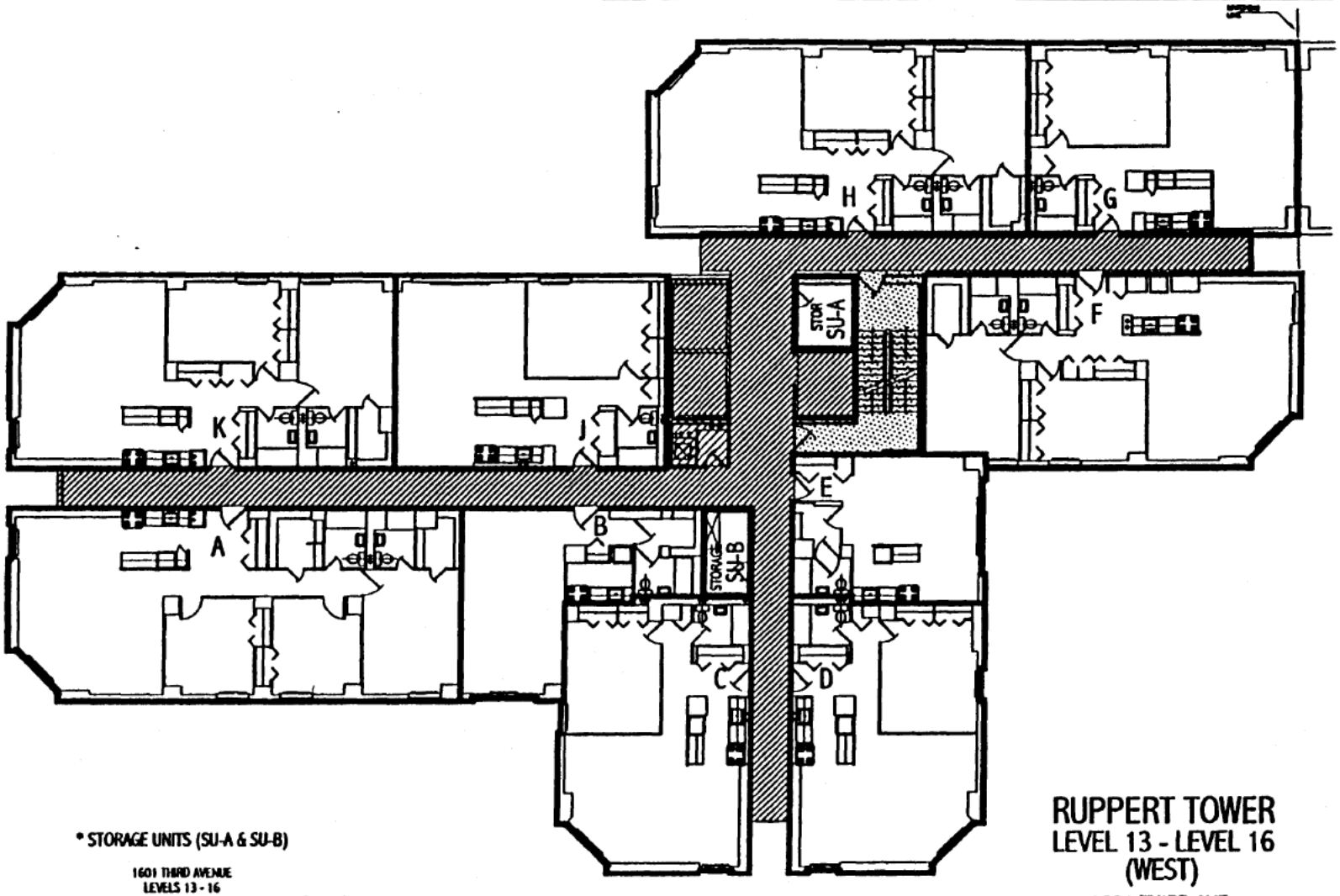

# RUPPERT TOWER
## LEVEL 4 - LEVEL 12
## (EAST)

1619 THIRD AVENUE

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT




# RUPPERT TOWER
## LEVEL 13 - LEVEL 16
## (WEST)

1601 THIRD AVE.

**LEGEND**

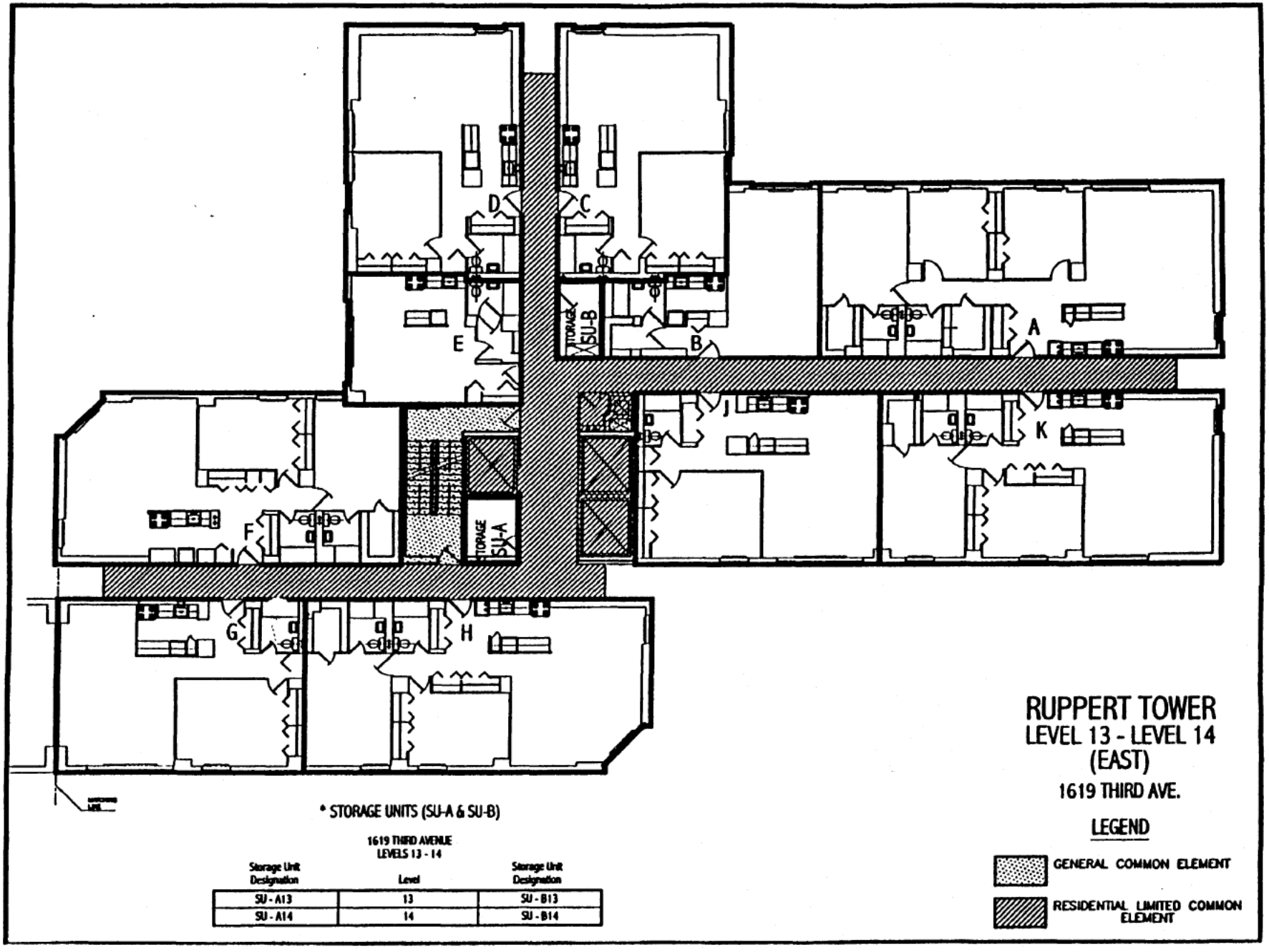
GENERAL COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

* STORAGE UNITS (SU-A & SU-B)

1601 THIRD AVENUE
LEVELS 13 - 16

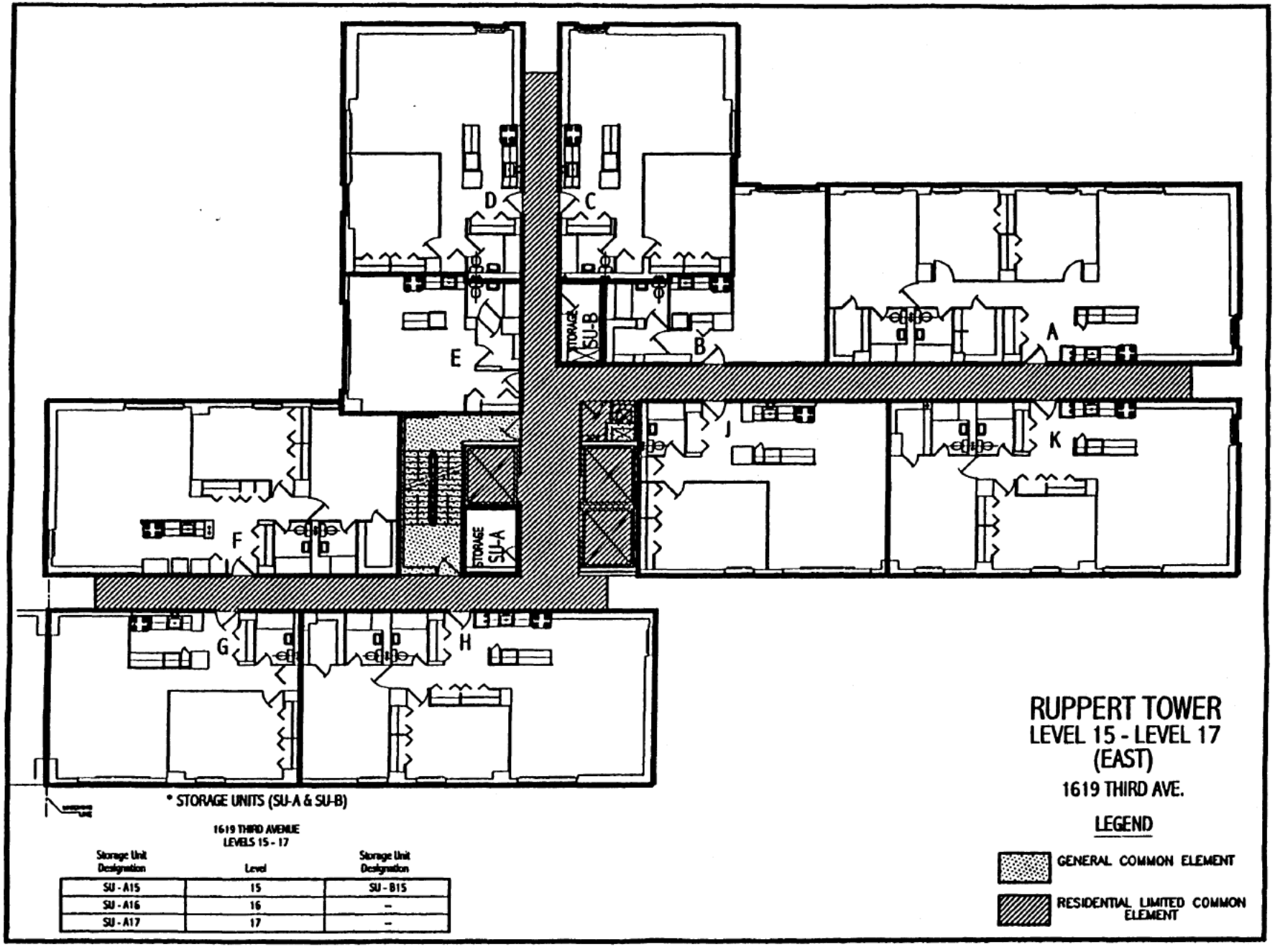
| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A13 | 13 | SU - B13 |
| SU - A14 | 14 | SU - B14 |
| SU - A15 | 15 | SU - B15 |
| SU - A16 | 16 | SU - B16 |




* STORAGE UNITS (SU-A & SU-B)

1619 THIRD AVENUE
LEVELS 13 - 14

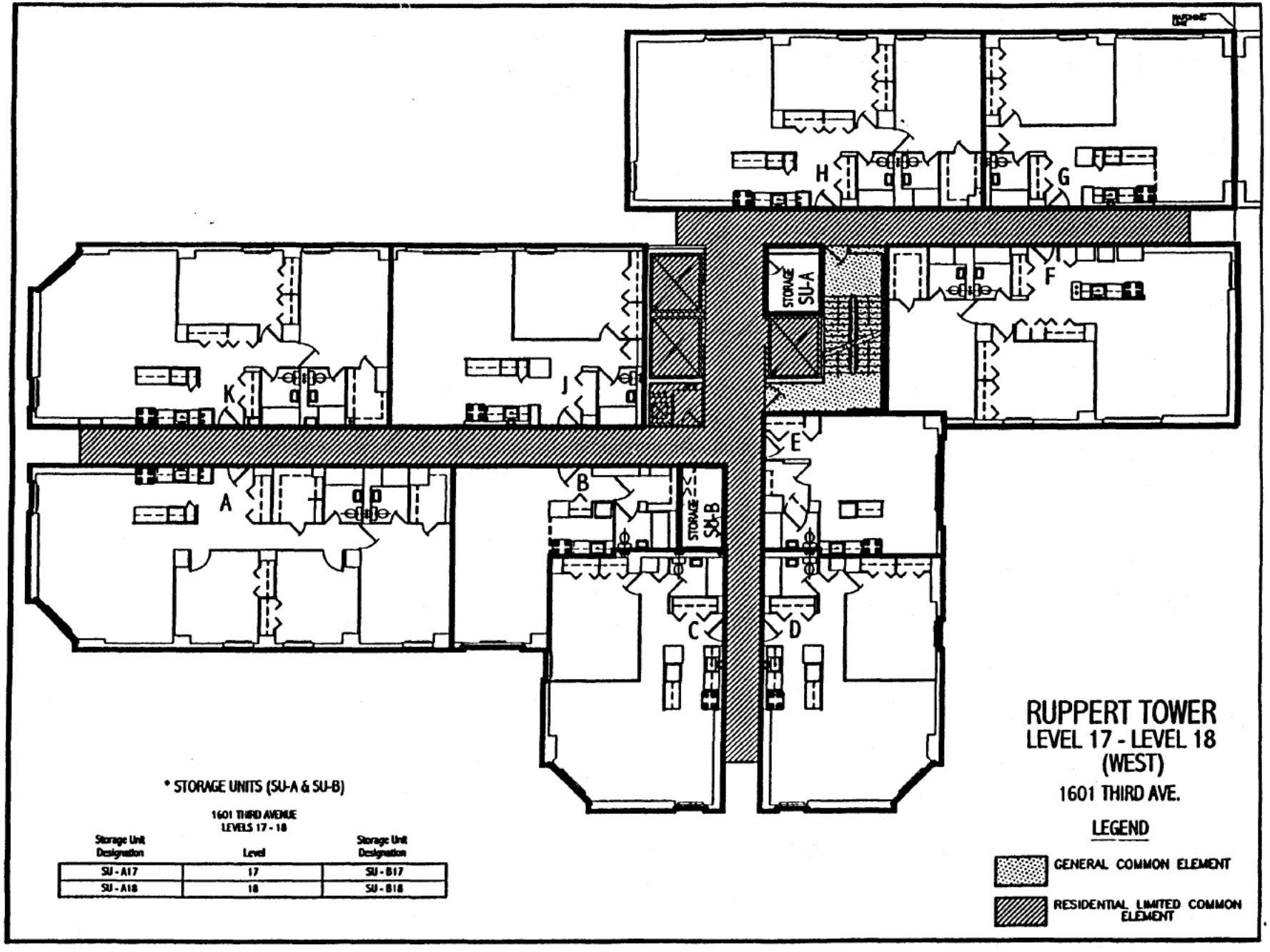
| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A13 | 13 | SU - B13 |
| SU - A14 | 14 | SU - B14 |




* STORAGE UNITS (SU-A & SU-B)

1619 THIRD AVENUE
LEVELS 15 - 17

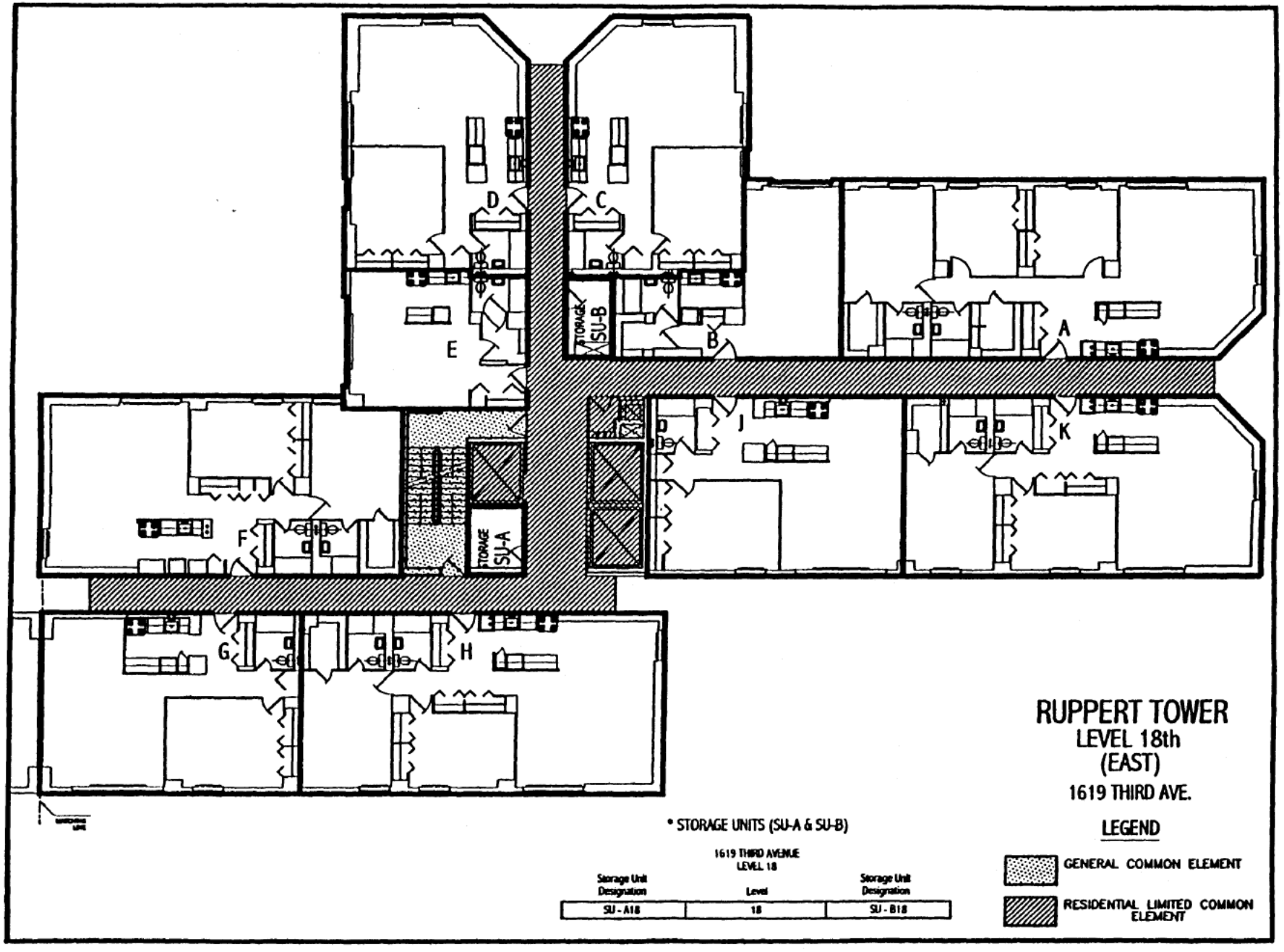
| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A15 | 15 | SU - B15 |
| SU - A16 | 16 | – |
| SU - A17 | 17 | – |




* STORAGE UNITS (SU-A & SU-B)

1601 THIRD AVENUE
LEVELS 17 - 18

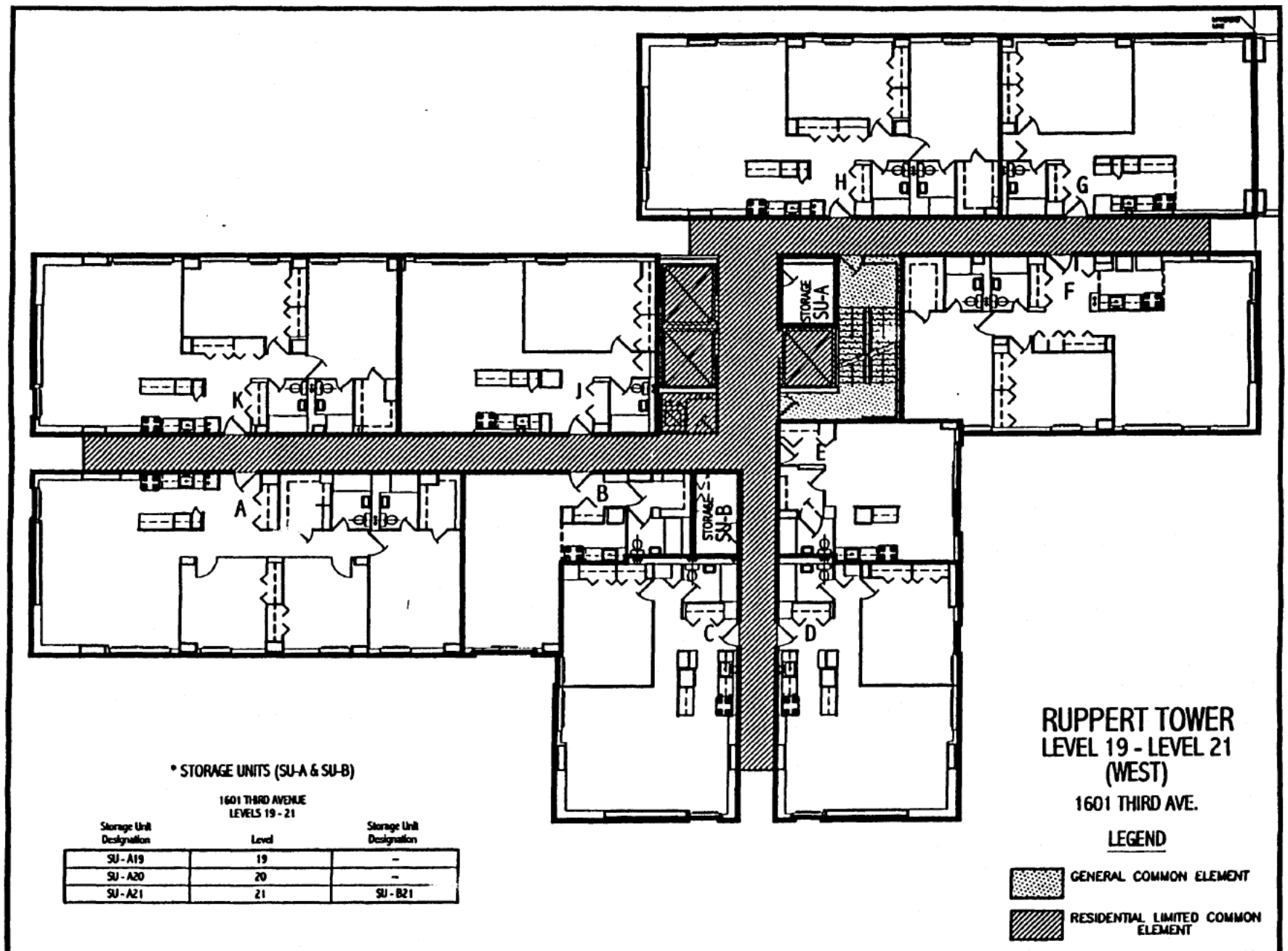
| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A17 | 17 | SU - B17 |
| SU - A18 | 18 | SU - B18 |




* STORAGE UNITS (SU-A & SU-B)

1619 THIRD AVENUE
LEVEL 18

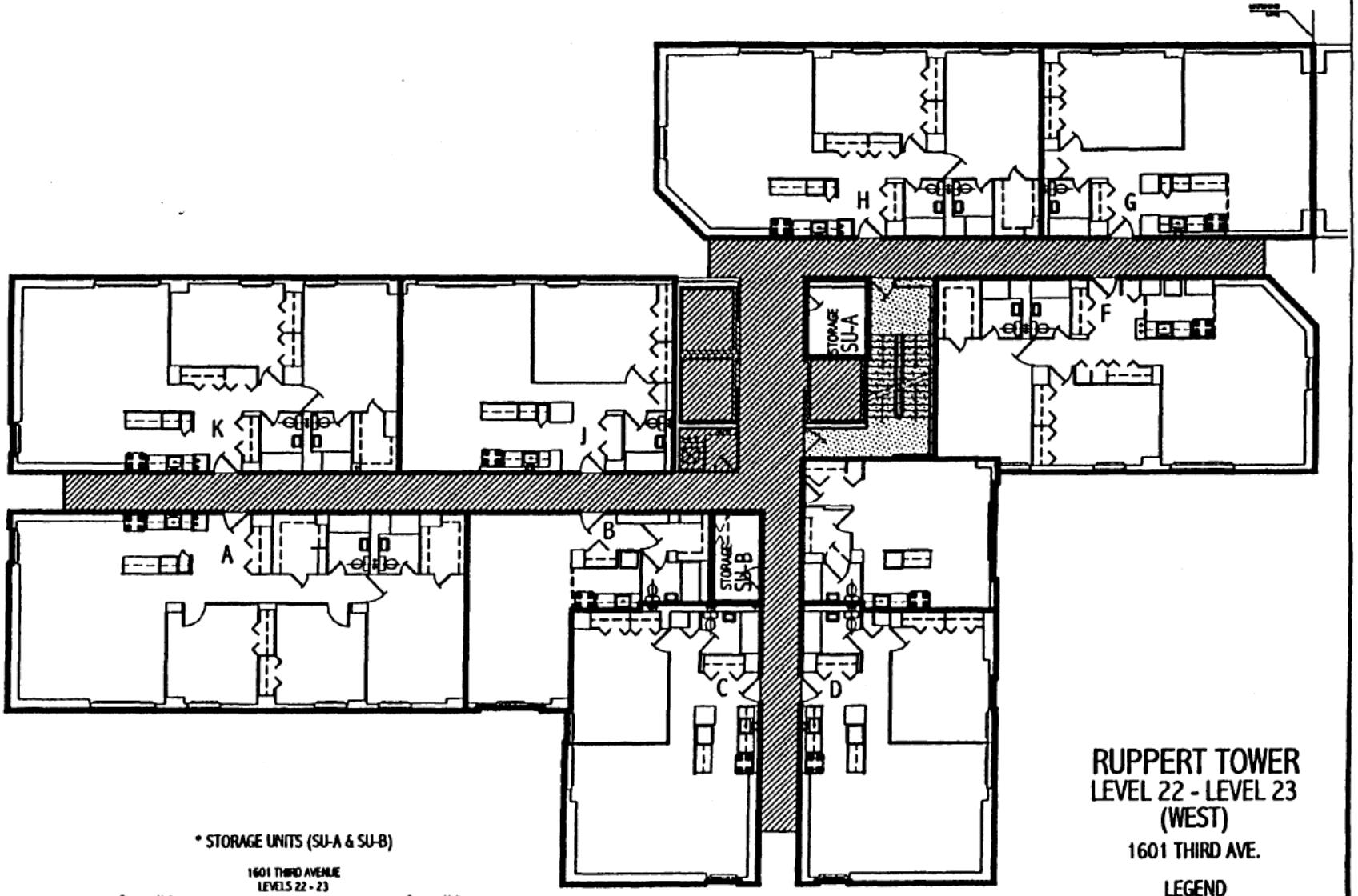
| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A18 | 18 | SU - B18 |




* STORAGE UNITS (SU-A & SU-B)

1601 THIRD AVENUE
LEVELS 19 - 21

| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A19 | 19 | – |
| SU - A20 | 20 | – |
| SU - A21 | 21 | SU - B21 |




# RUPPERT TOWER
## LEVEL 22 - LEVEL 23
## (WEST)
1601 THIRD AVE.

**LEGEND**

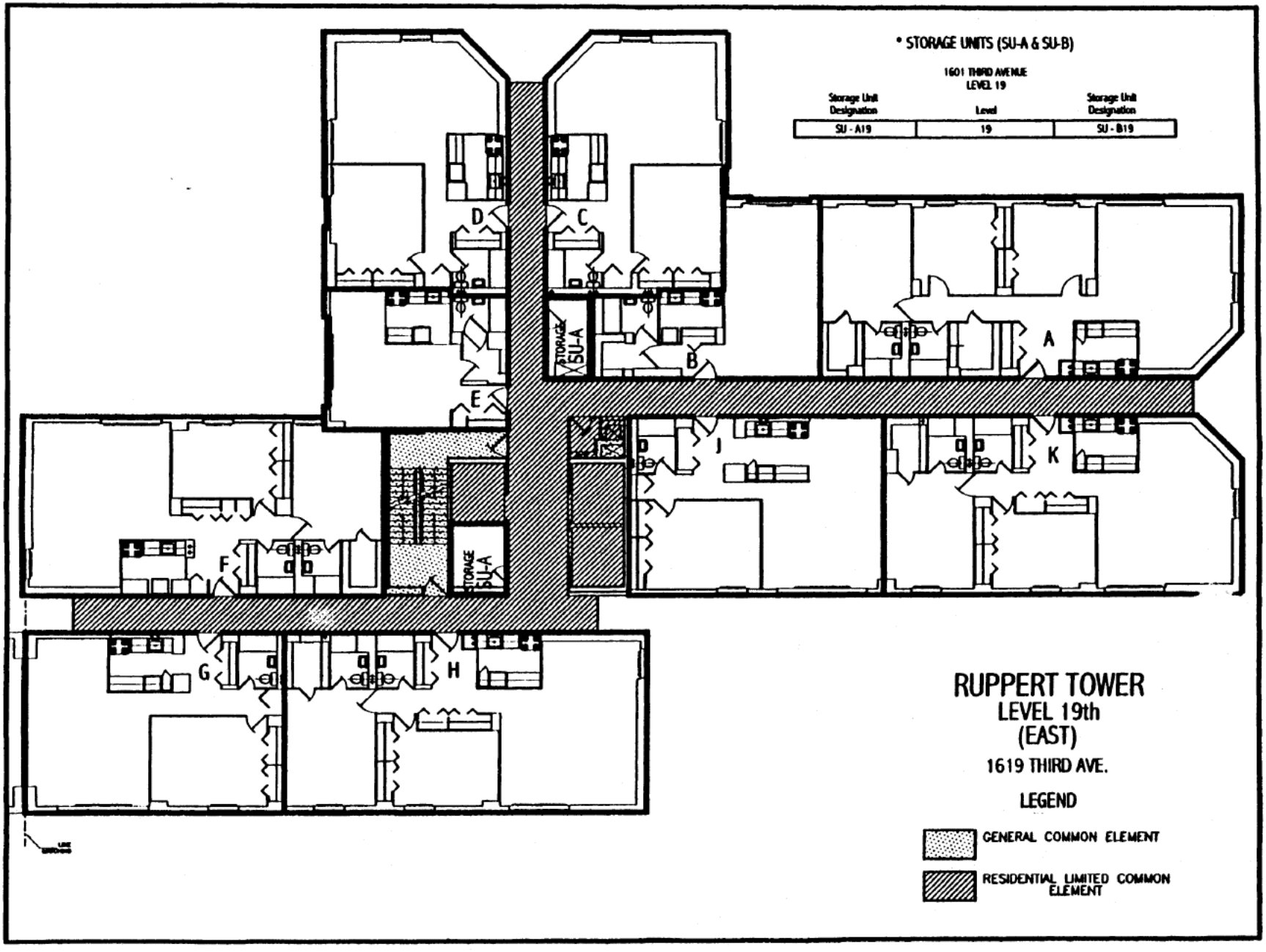
GENERAL COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

* STORAGE UNITS (SU-A & SU-B)

1601 THIRD AVENUE
LEVELS 22 - 23

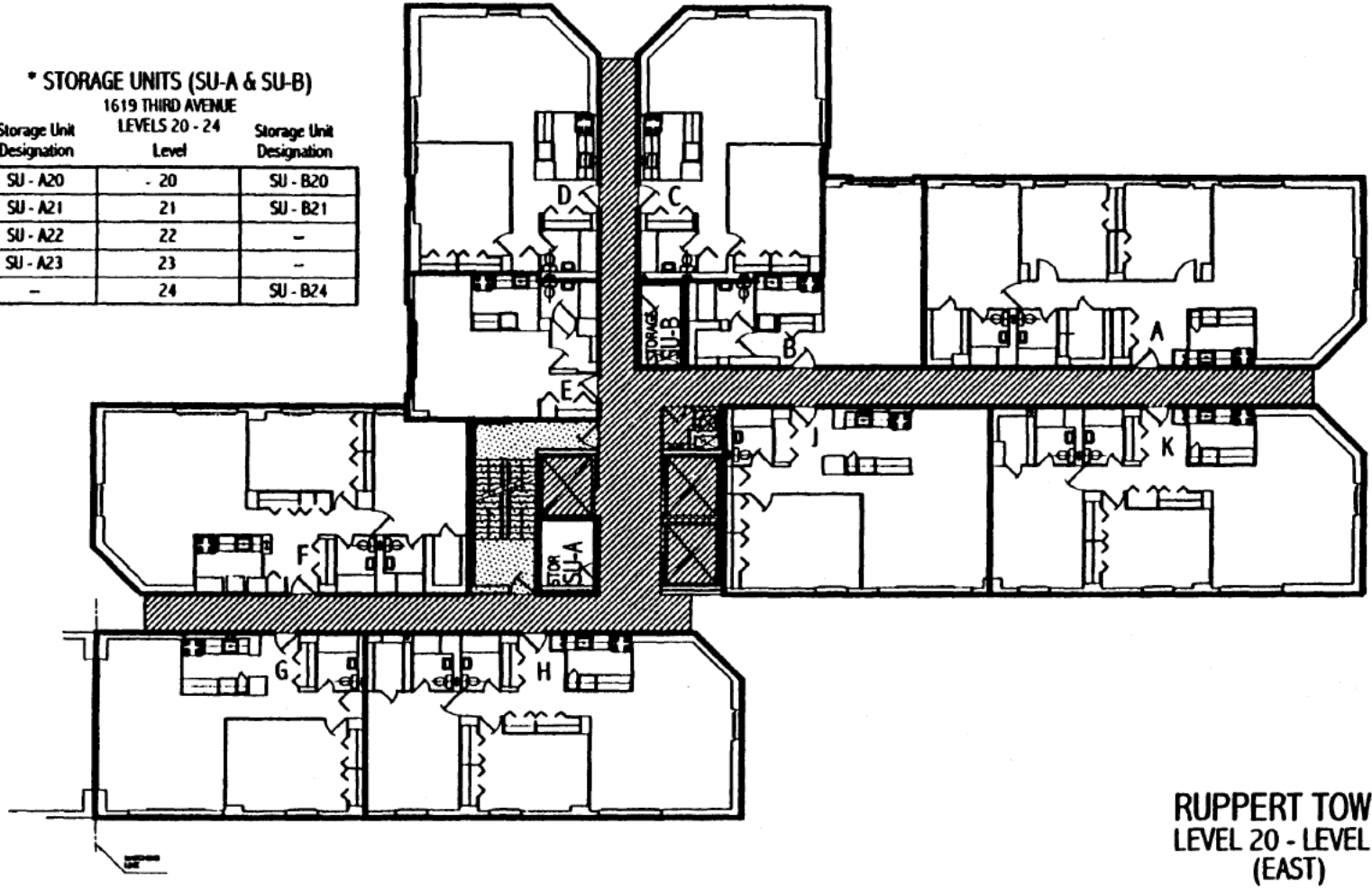
| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A22 | 22 | SU - B22 |
| SU - A23 | 23 | SU - B23 |


* STORAGE UNITS (SU-A & SU-B)
1601 THIRD AVENUE
LEVEL 19
Storage Unit Designation
Level
Storage Unit Designation
SU - A19
19
SU - B19
A
B
C
D
E
F
G
H
J
K
STORAGE SU-A
STORAGE SU-A
RUPPERT TOWER
LEVEL 19th
(EAST)
1619 THIRD AVE.
LEGEND
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT

## * STORAGE UNITS (SU-A & SU-B)

1619 THIRD AVENUE
LEVELS 20 - 24

| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A20 | 20 | SU - B20 |
| SU - A21 | 21 | SU - B21 |
| SU - A22 | 22 | – |
| SU - A23 | 23 | – |
| – | 24 | SU - B24 |

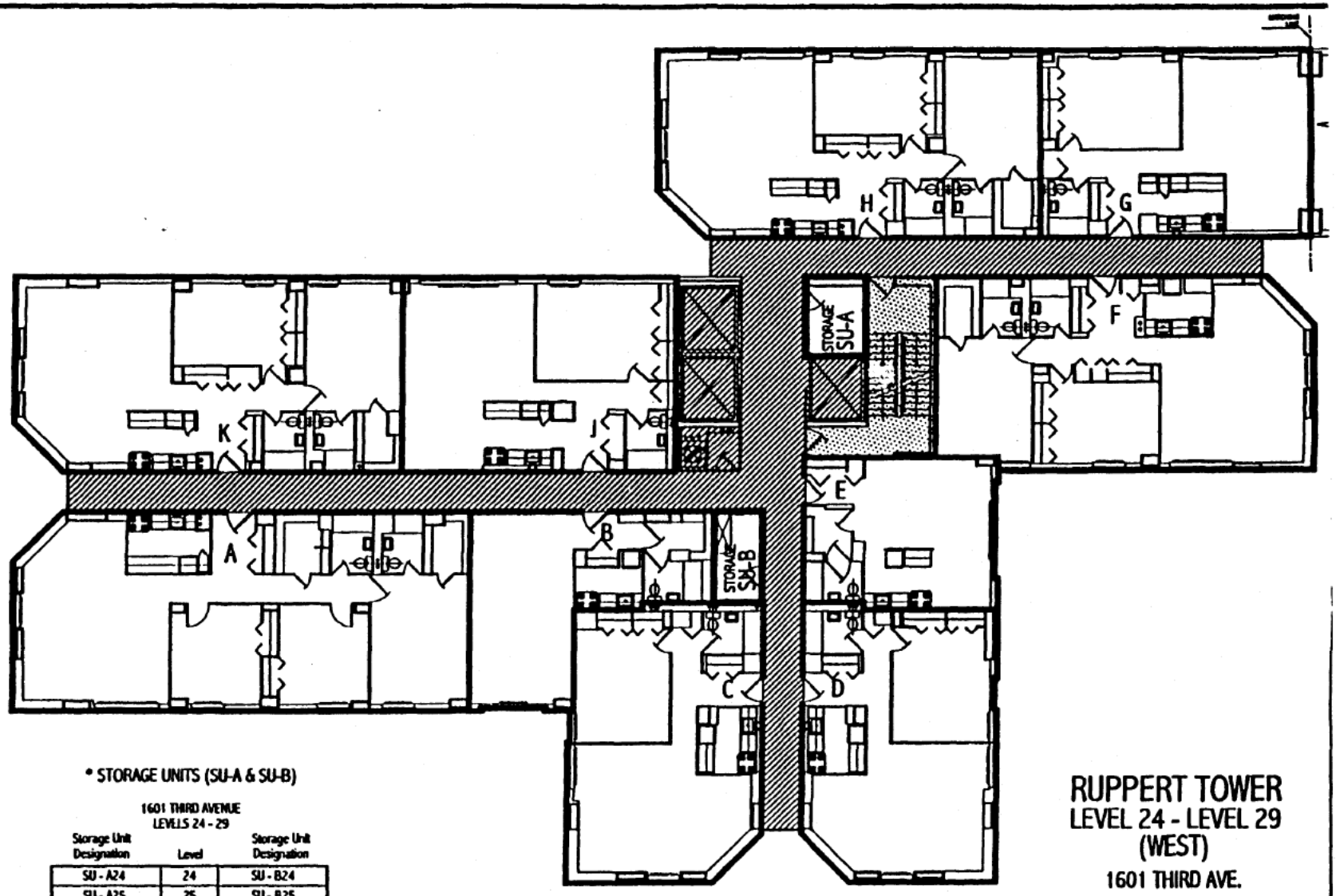



# RUPPERT TOWER
## LEVEL 20 - LEVEL 24 (EAST)
1619 THIRD AVE.

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT




* STORAGE UNITS (SU-A & SU-B)

1601 THIRD AVENUE
LEVELS 24 - 29

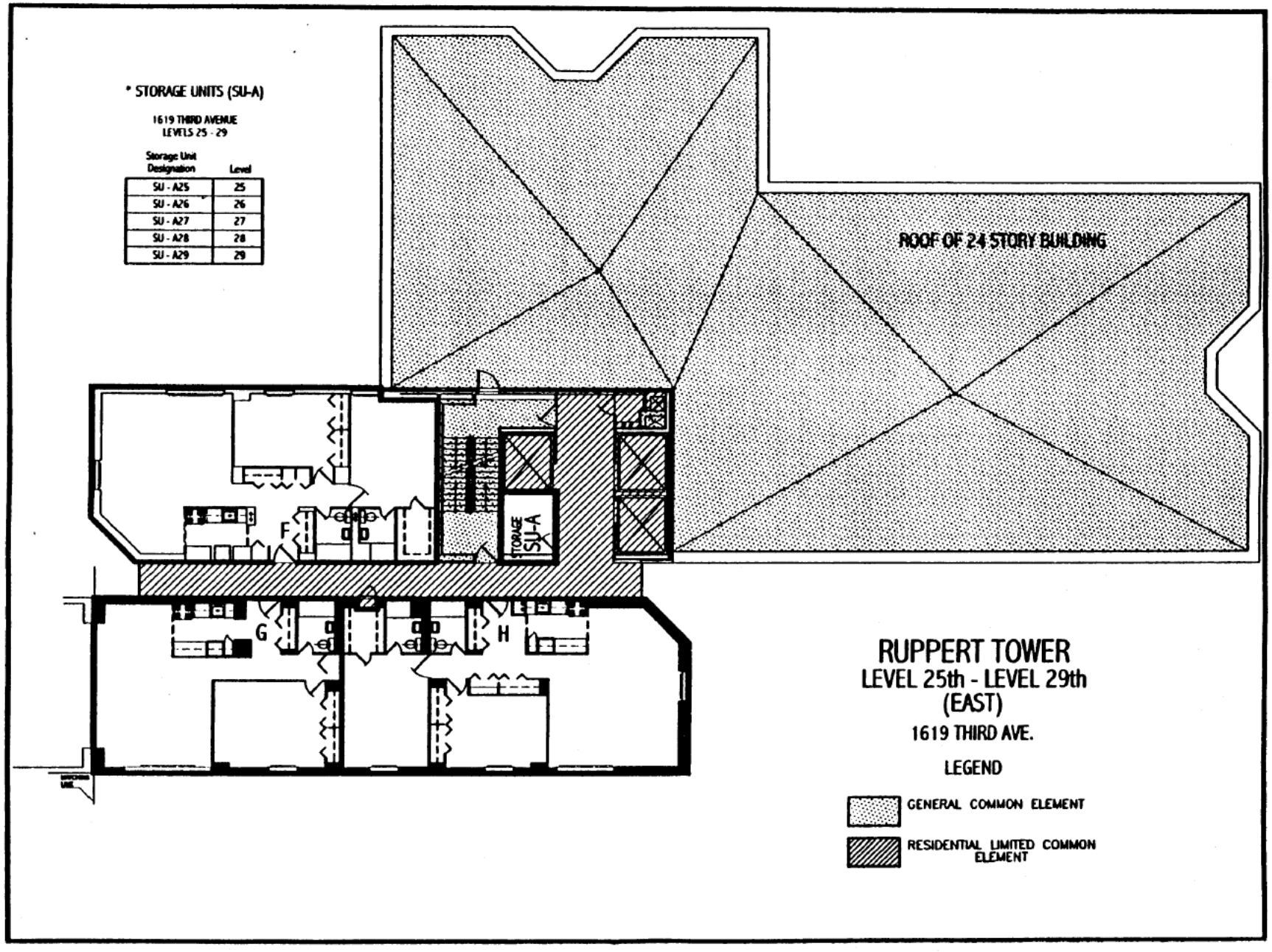
| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A24 | 24 | SU - B24 |
| SU - A25 | 25 | SU - B25 |
| SU - A26 | 26 | SU - B26 |
| SU - A27 | 27 | – |
| SU - A28 | 28 | – |
| SU - A29 | 29 | – |

# RUPPERT TOWER
## LEVEL 24 - LEVEL 29
## (WEST)
1601 THIRD AVE.

LEGEND

GENERAL COMMON ELEMENT

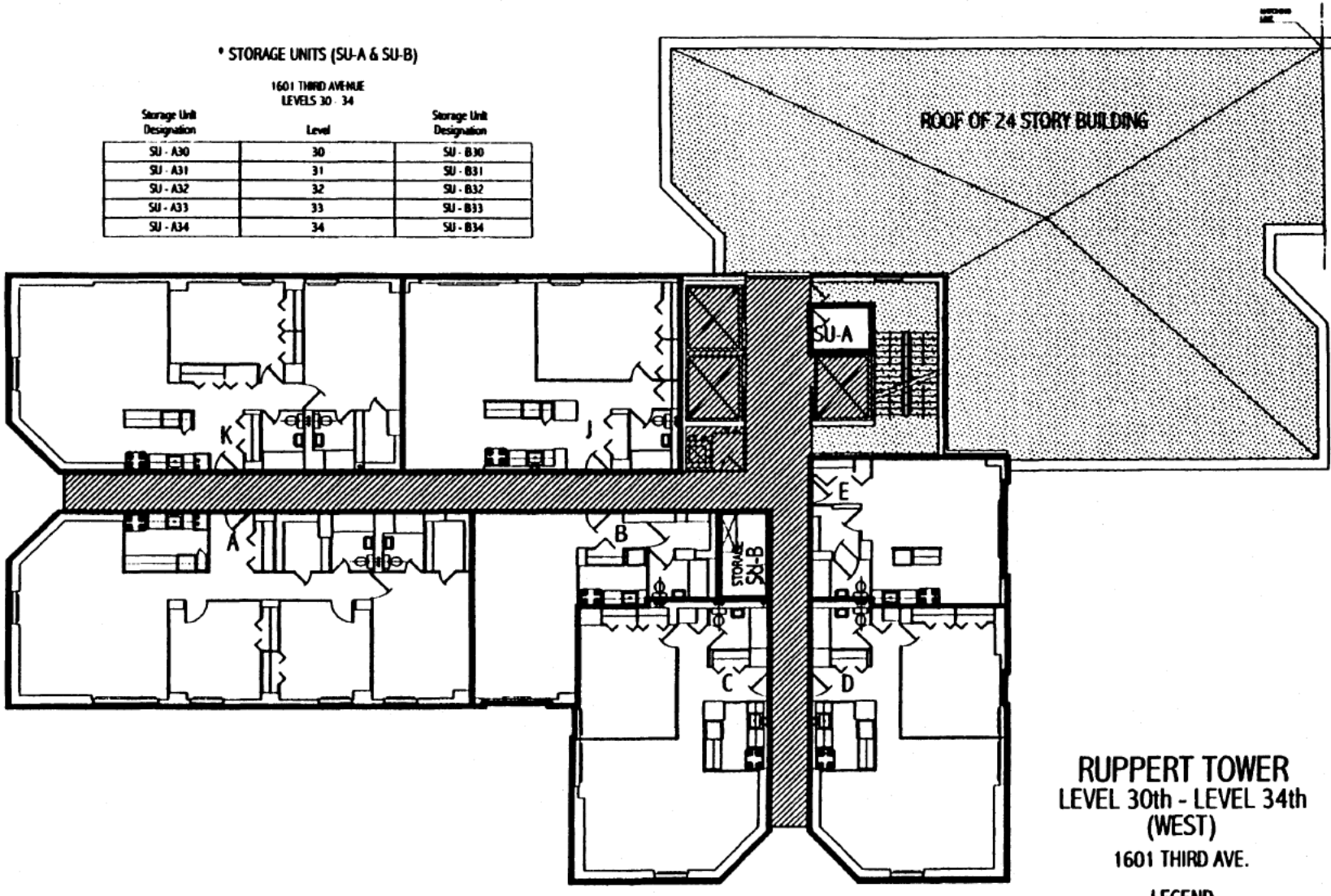
RESIDENTIAL LIMITED COMMON ELEMENT


* STORAGE UNITS (SU-A)
1619 THIRD AVENUE
LEVELS 25 - 29
Storage Unit Designation
Level
SU - A25
25
SU - A26
26
SU - A27
27
SU - A28
28
SU - A29
29
ROOF OF 24 STORY BUILDING
STORAGE SU-A
F
G
H
RUPPERT TOWER
LEVEL 25th - LEVEL 29th
(EAST)
1619 THIRD AVE.
LEGEND
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT

* STORAGE UNITS (SU-A & SU-B)

1601 THIRD AVENUE
LEVELS 30 - 34

| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A30 | 30 | SU - B30 |
| SU - A31 | 31 | SU - B31 |
| SU - A32 | 32 | SU - B32 |
| SU - A33 | 33 | SU - B33 |
| SU - A34 | 34 | SU - B34 |

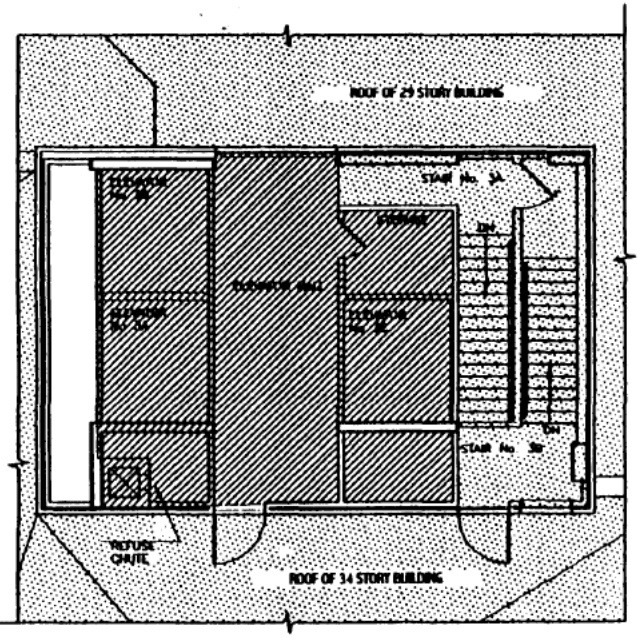



# RUPPERT TOWER
## LEVEL 30th - LEVEL 34th (WEST)
1601 THIRD AVE.

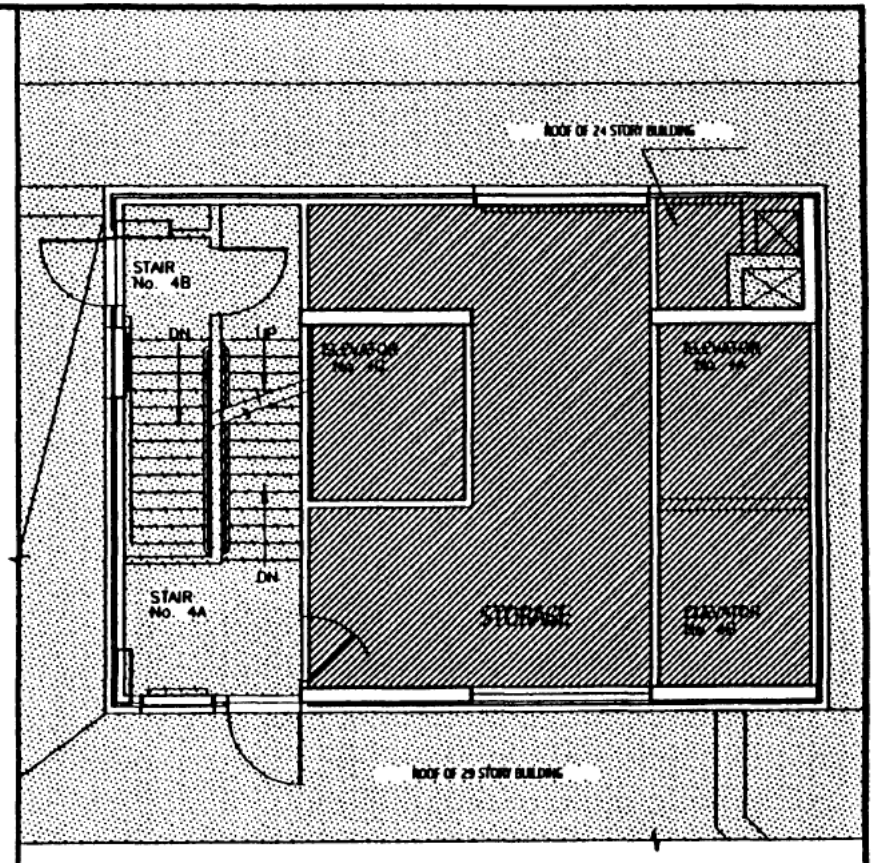
LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT




ROOF PLAN
1601 THIRD AVE.



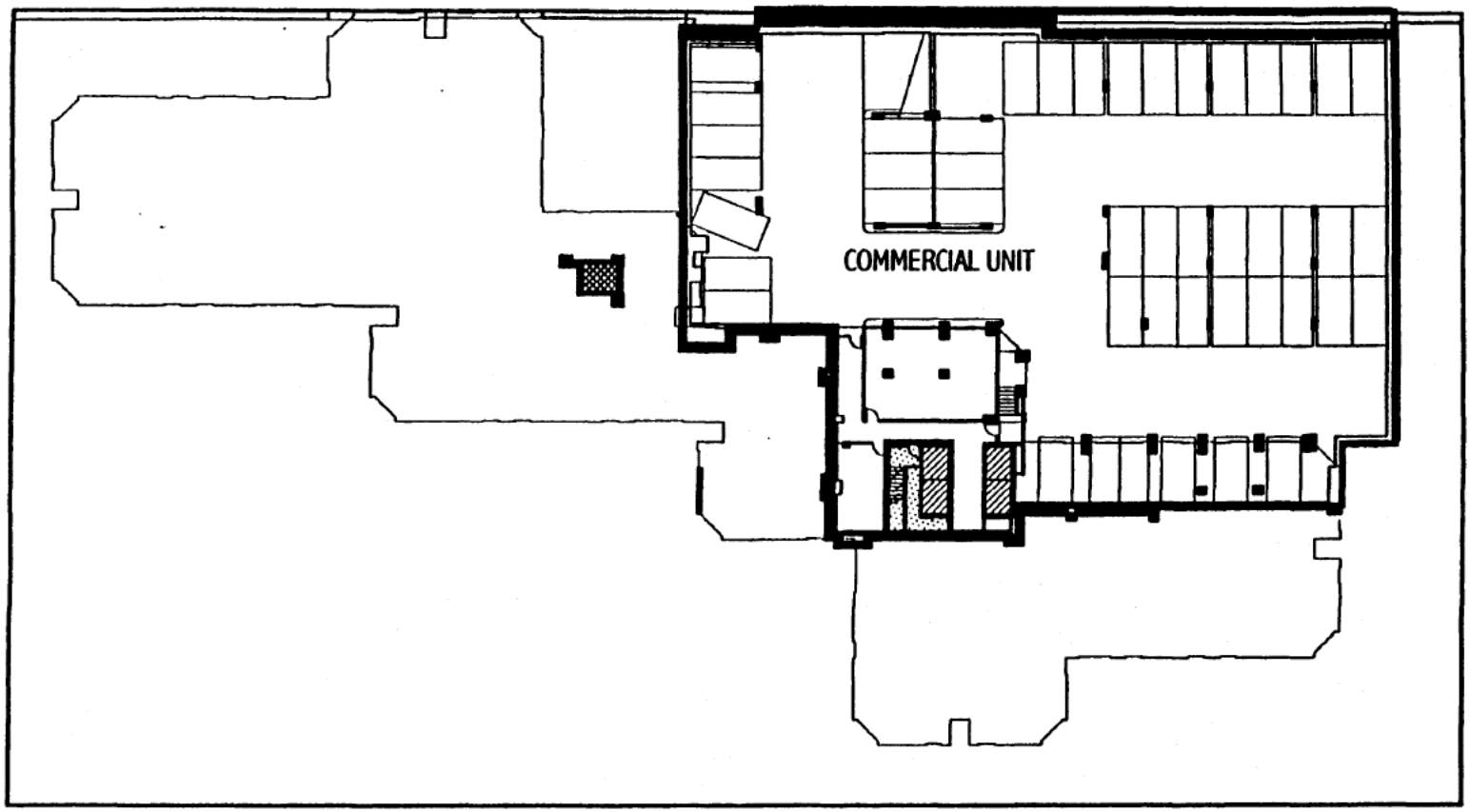

BULKHEAD PLAN
1619 THIRD AVE.

# RUPPERT TOWER
## BULKHEAD & ROOF PLAN
1601-1619 THIRD AVE.

LEGEND

GENERAL COMMON ELEMENT

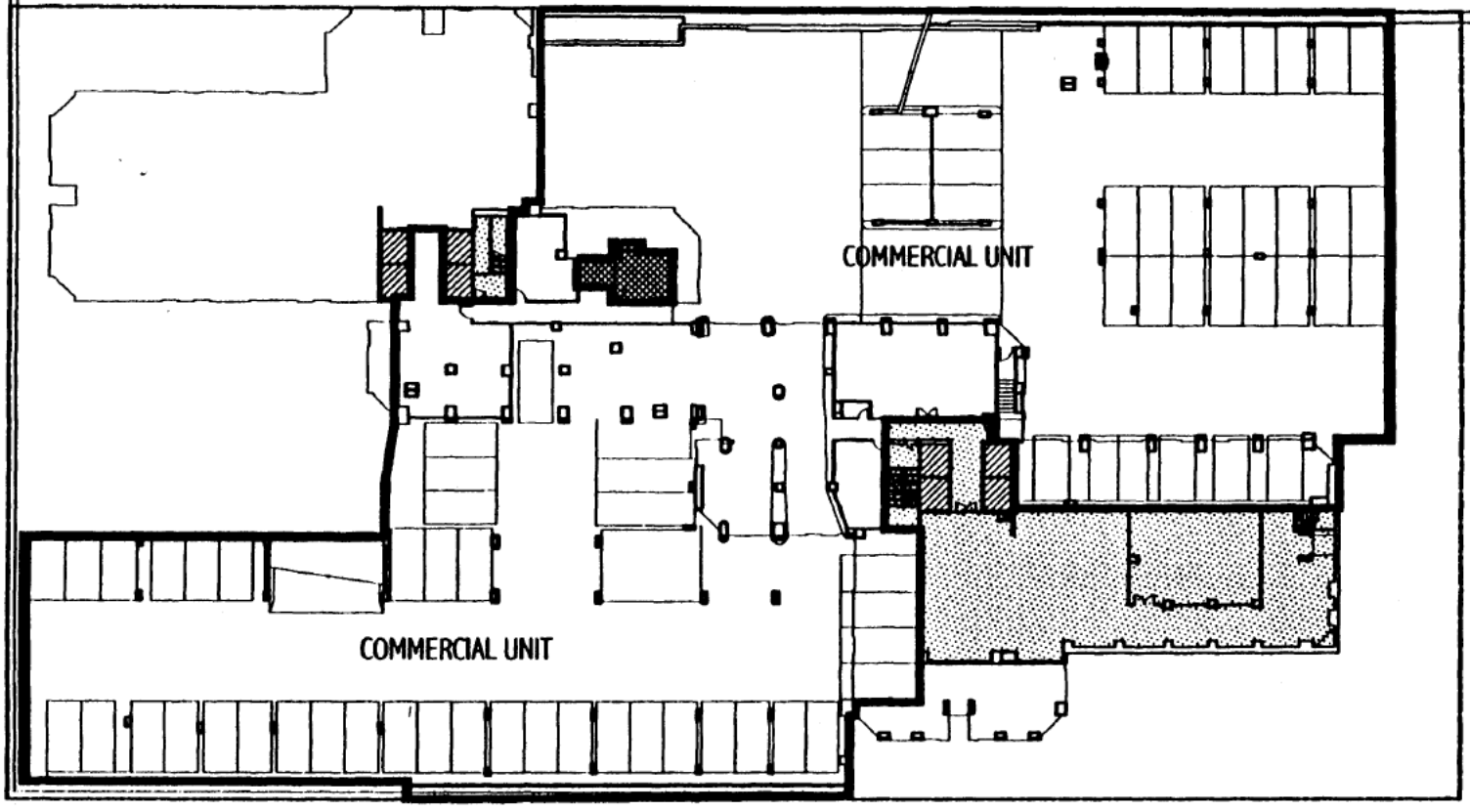
RESIDENTIAL LIMITED COMMON ELEMENT




# YORKVILLE TOWER
## LEVEL D
1623-1641 THIRD AVE

**LEGEND**

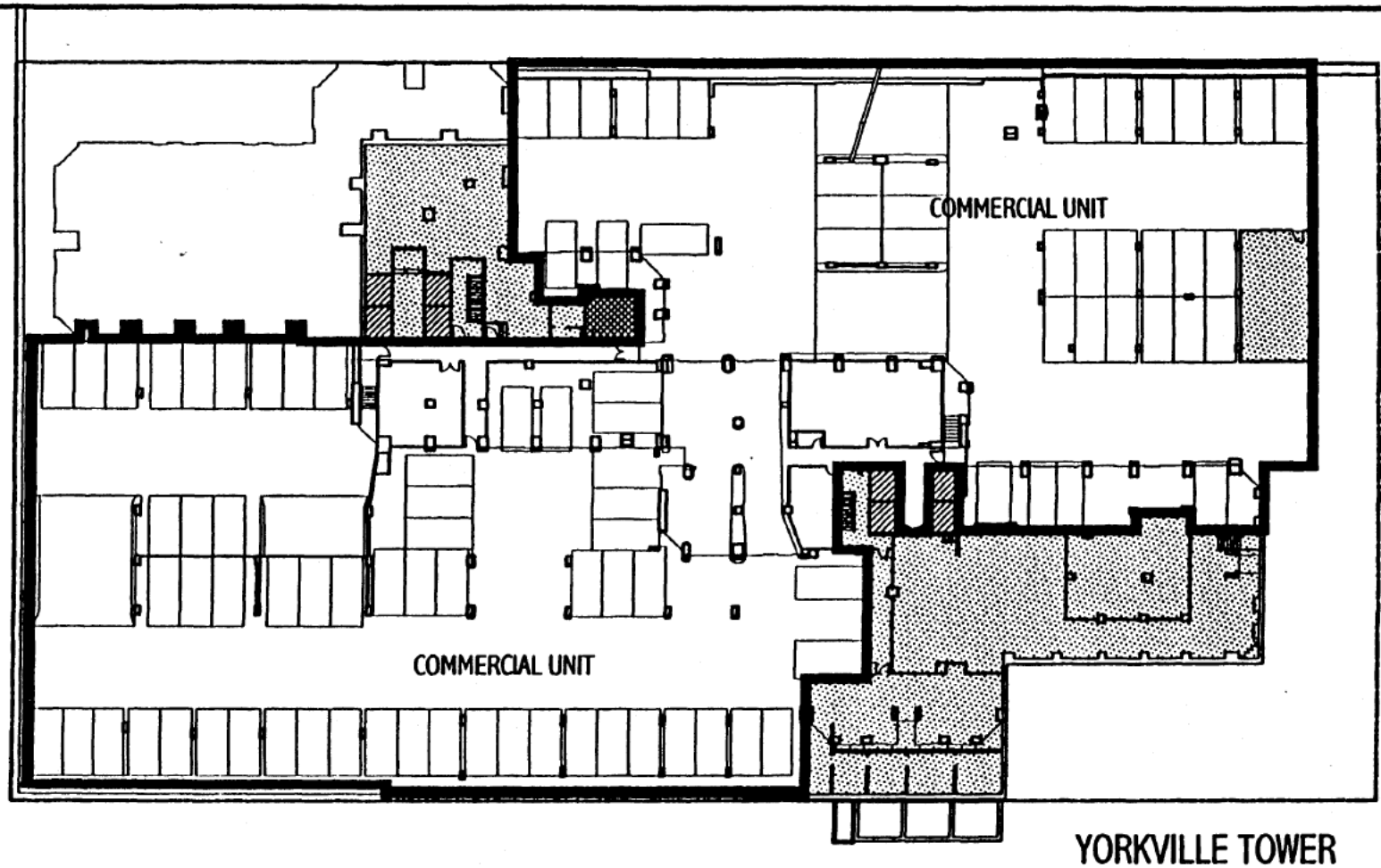
- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT




# YORKVILLE TOWER
## LEVEL C
1623-1641 THIRD AVE

LEGEND

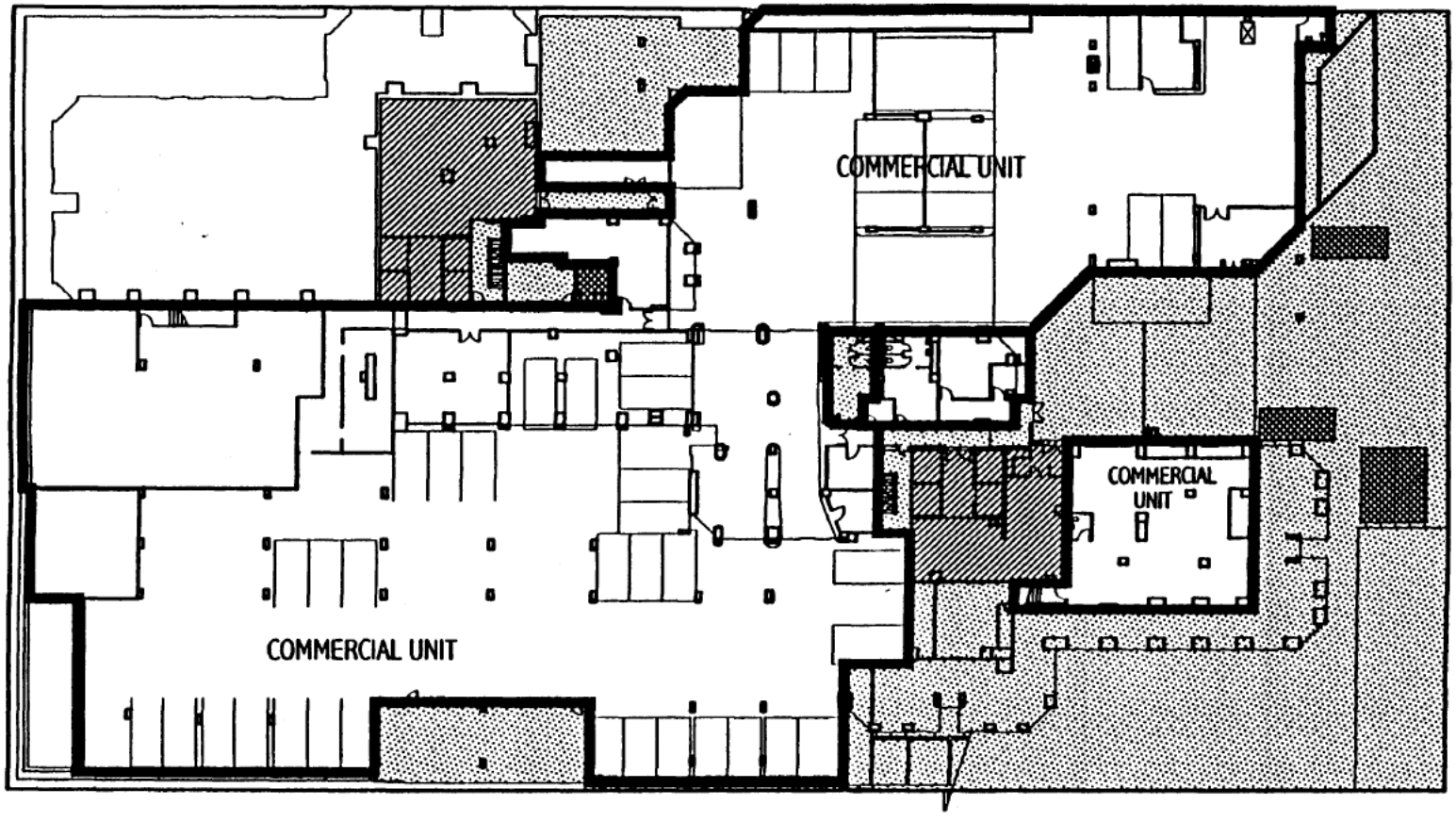
- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT




# YORKVILLE TOWER
## LEVEL B
1623-1641 THIRD AVE

**LEGEND**

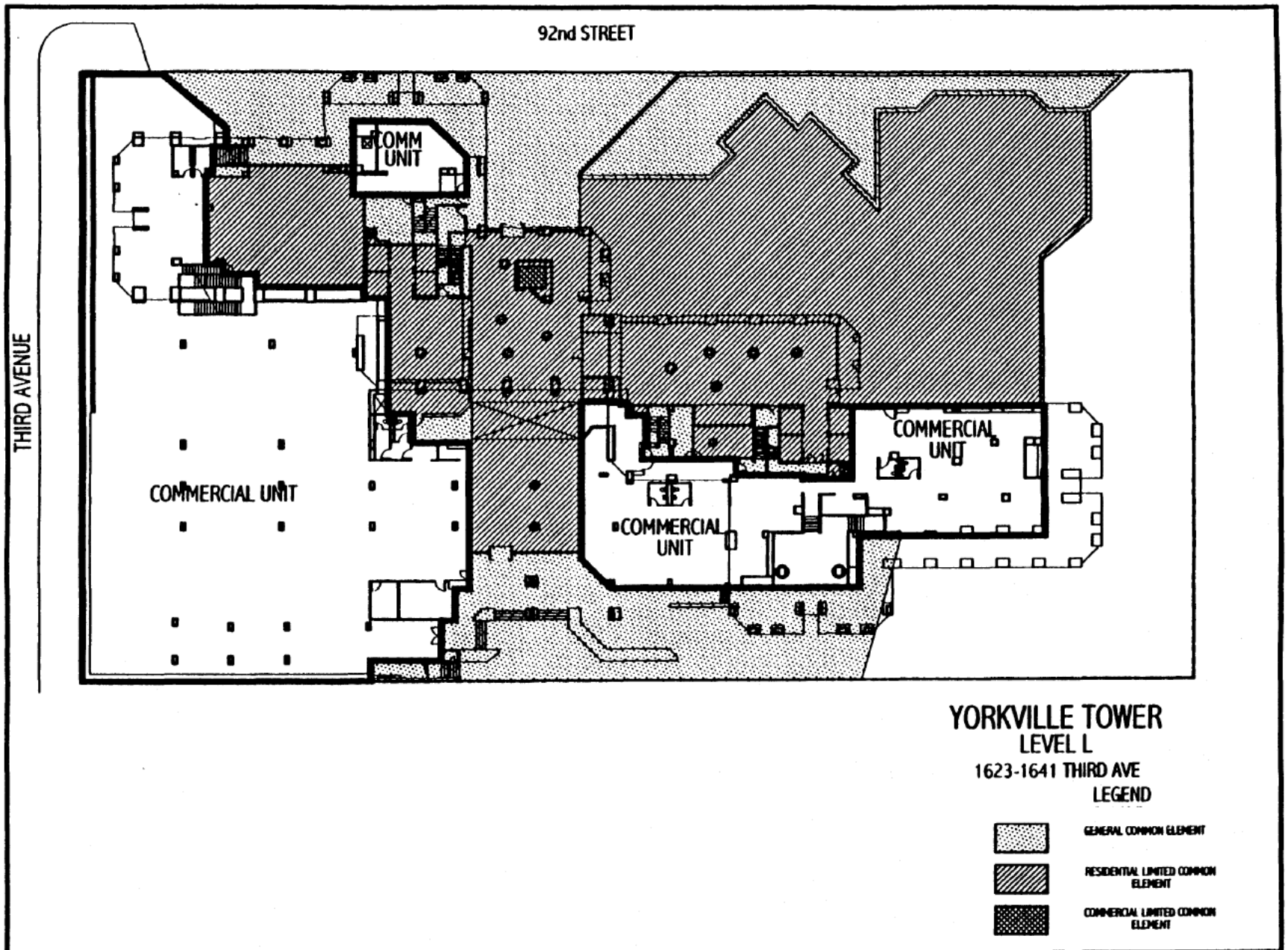
- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT

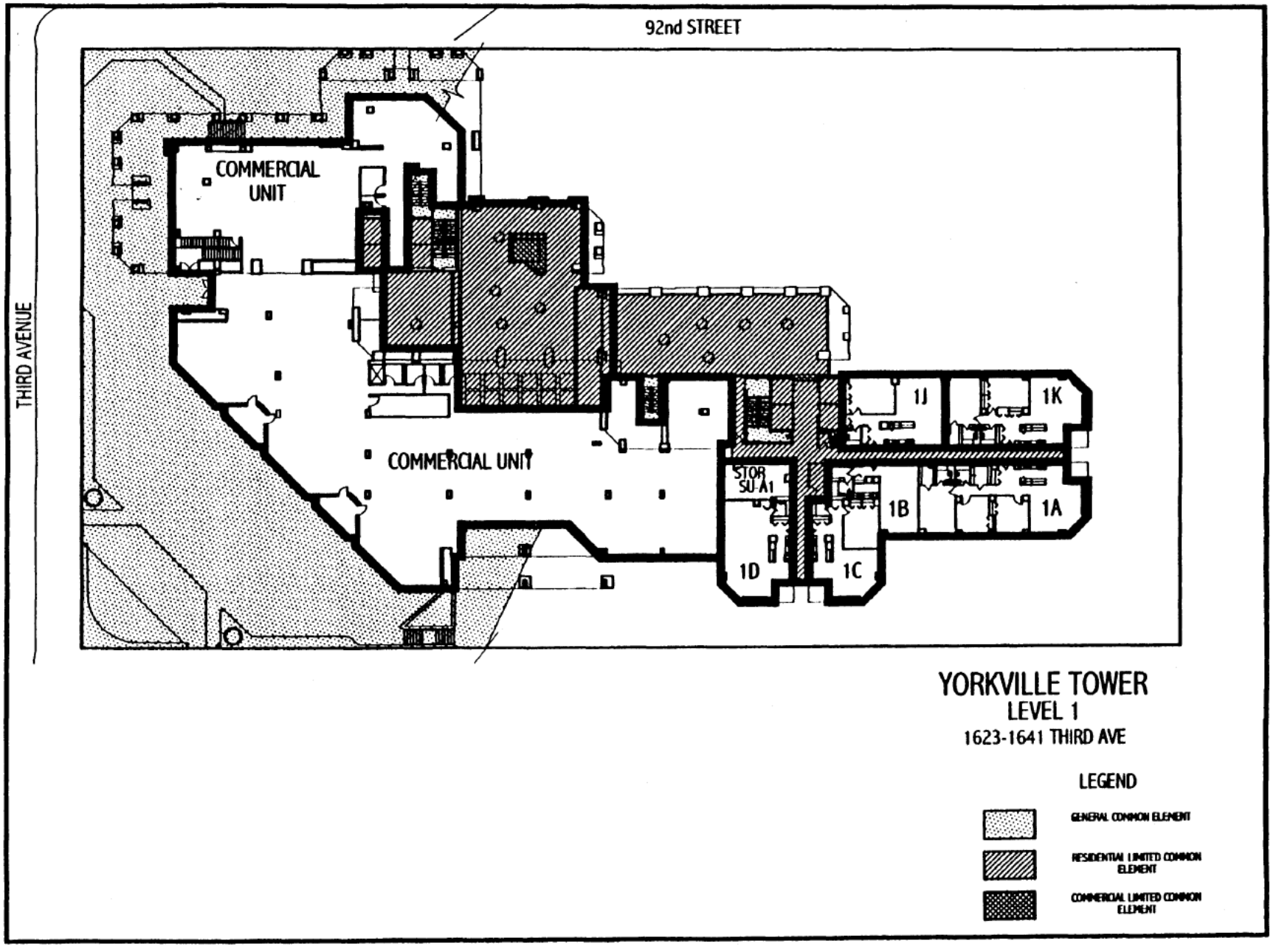


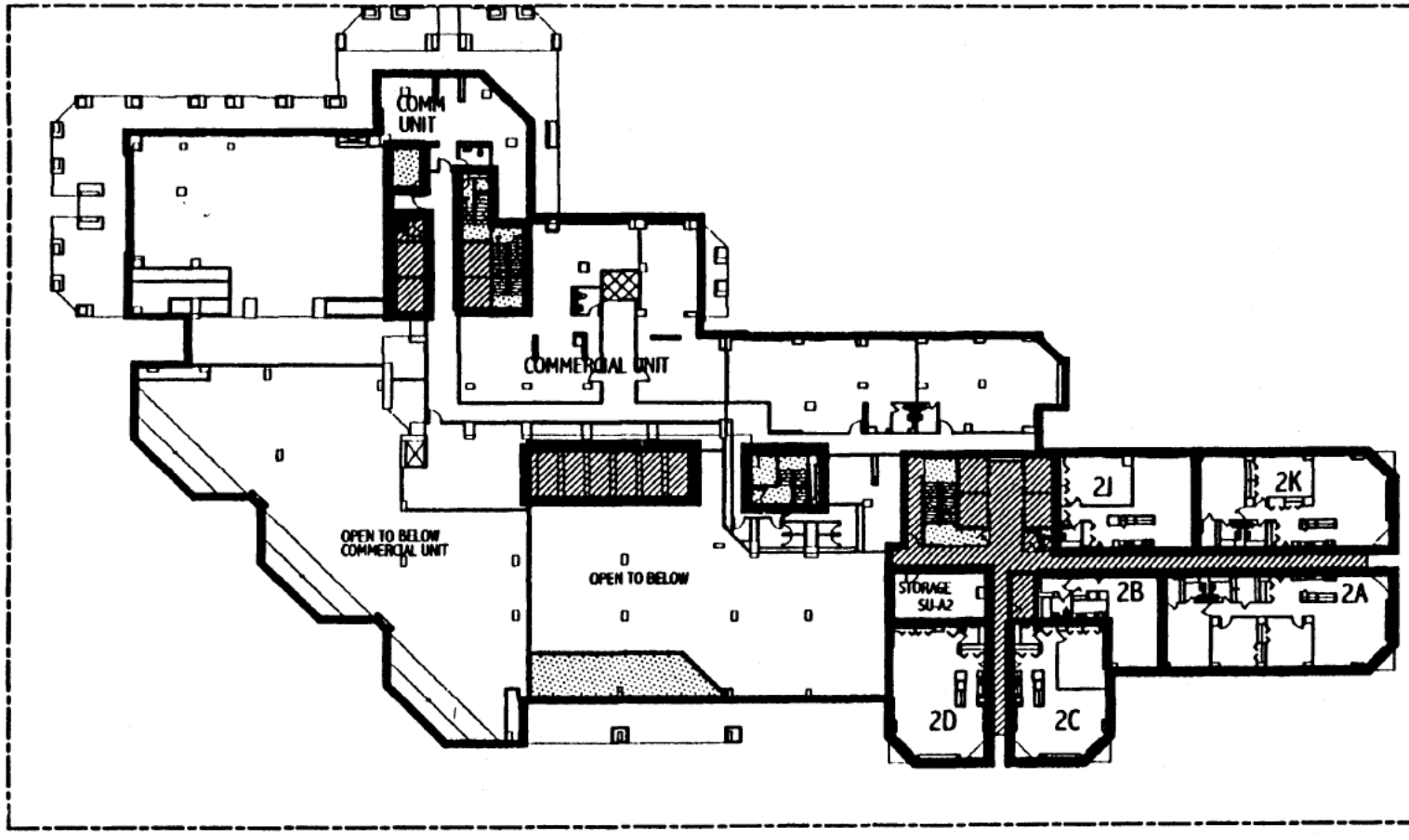

# YORKVILLE TOWER
## LEVEL A
1623-1641 THIRD AVE

**LEGEND**

- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT


92nd STREET
THIRD AVENUE
COMM UNIT
COMMERCIAL UNIT
COMMERCIAL UNIT
COMMERCIAL UNIT
YORKVILLE TOWER
LEVEL L
1623-1641 THIRD AVE
LEGEND
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
COMMERCIAL LIMITED COMMON ELEMENT

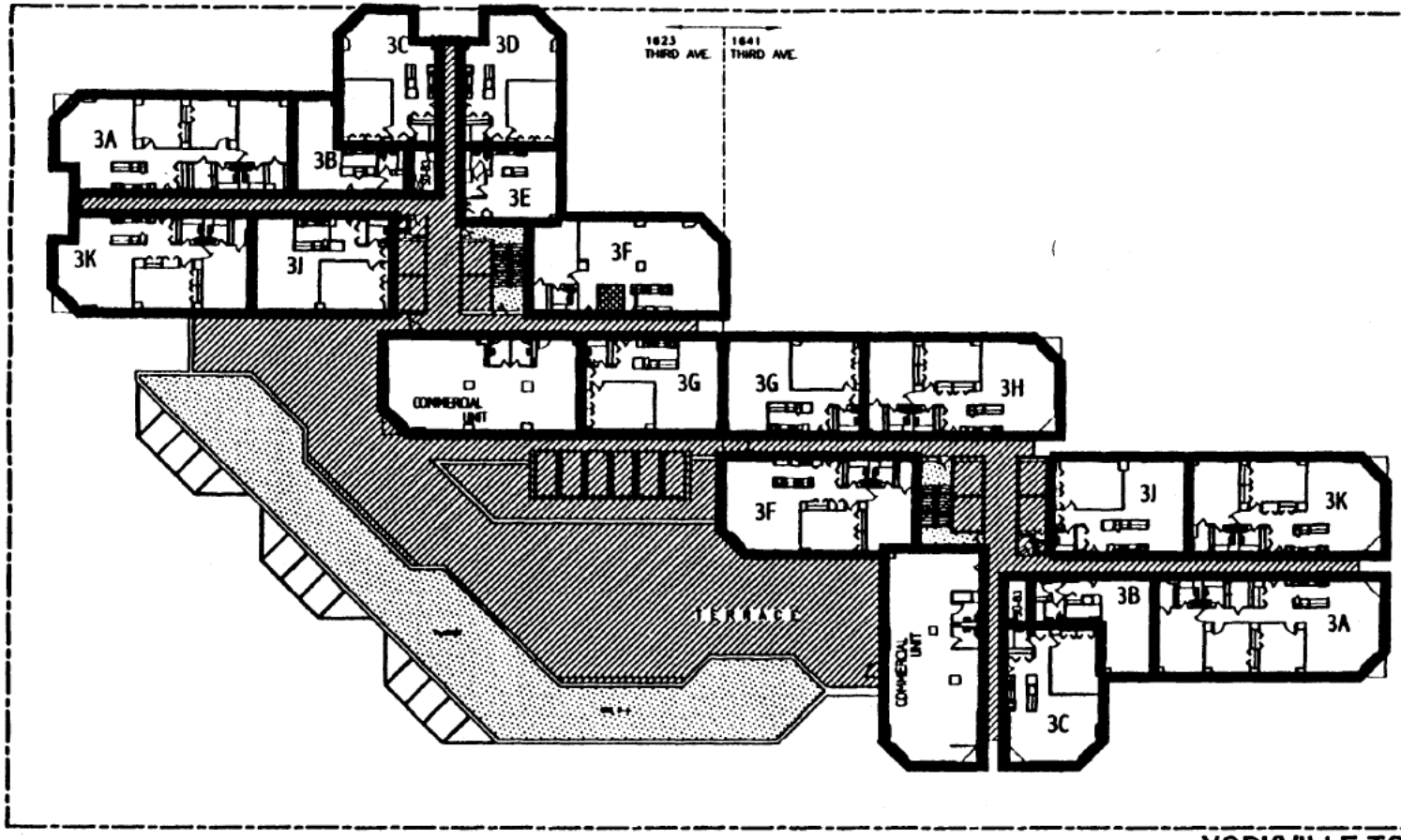

92nd STREET
THIRD AVENUE
COMMERCIAL UNIT
COMMERCIAL UNIT
STOR SU A1
1J
1K
1B
1A
1D
1C
YORKVILLE TOWER
LEVEL 1
1623-1641 THIRD AVE
LEGEND
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
COMMERCIAL LIMITED COMMON ELEMENT




# YORKVILLE TOWER
## LEVEL 2
1623-1641 THIRD AVE

LEGEND

- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT




# YORKVILLE TOWER
## LEVEL 3
### 1623-1641 THIRD AVE

* STORAGE UNITS (SU-B)

1623 THIRD AVENUE
LEVEL 3

| Storage Unit Designation | Level |
|---|---|
| SU - B3 | 3 |

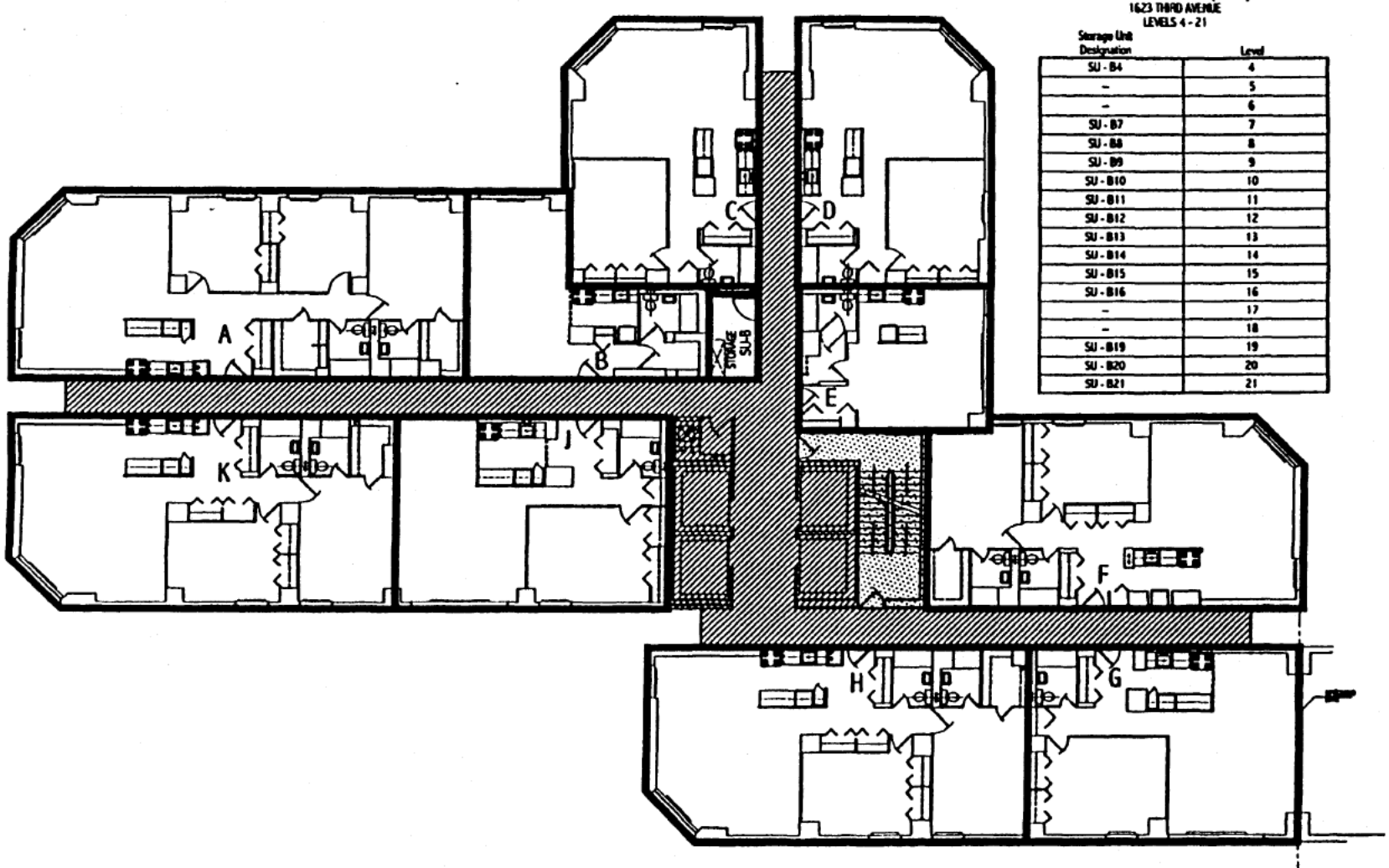
* STORAGE UNITS (SU-B)

1641 THIRD AVENUE
LEVEL 3

| Storage Unit Designation | Level |
|---|---|
| SU - B3 | 3 |

LEGEND

- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- COMMERCIAL LIMITED COMMON ELEMENT




* STORAGE UNITS (SU-B)
1623 THIRD AVENUE
LEVELS 4 - 21

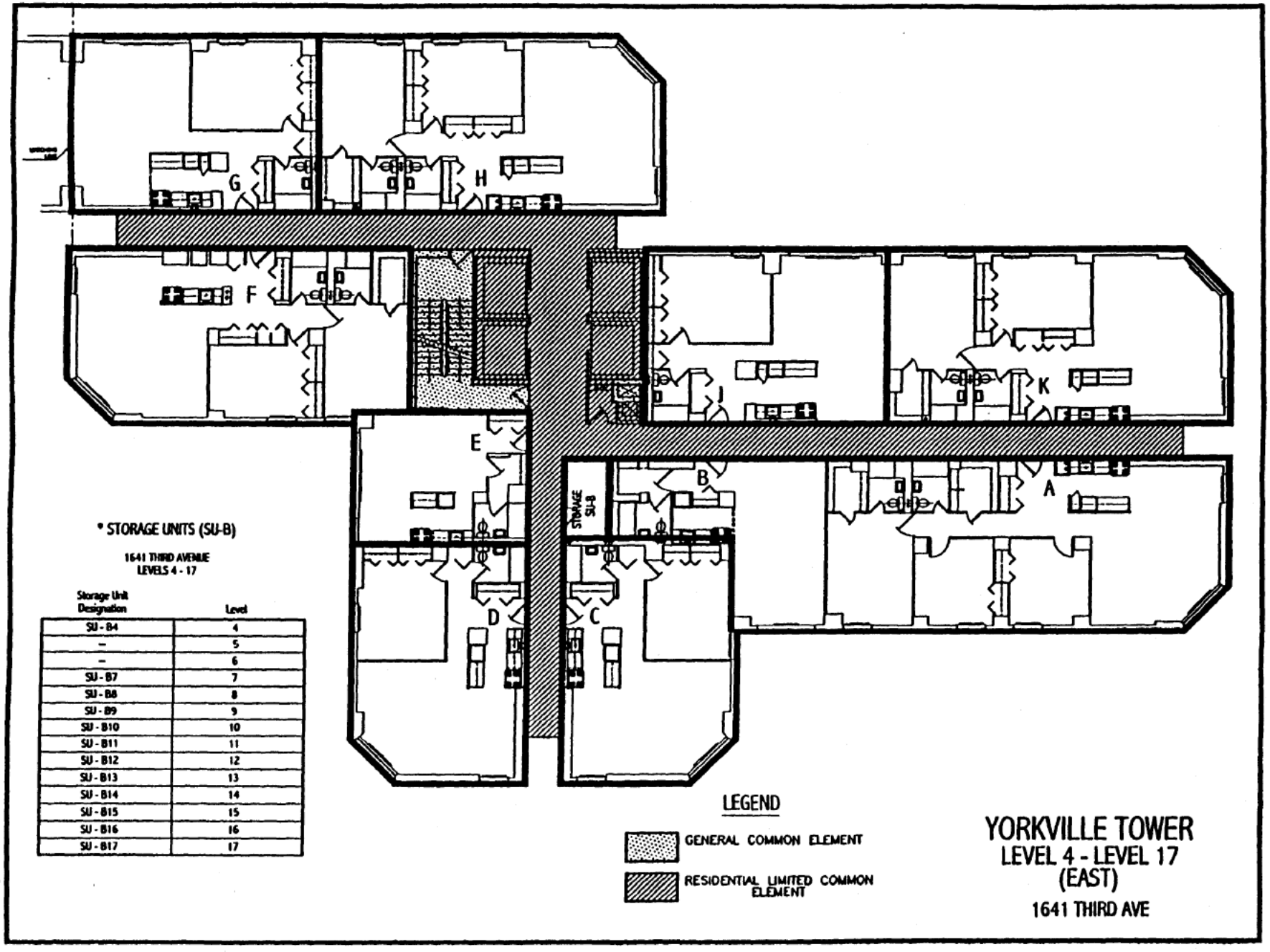
| Storage Unit Designation | Level |
|---|---|
| SU - B4 | 4 |
| – | 5 |
| – | 6 |
| SU - B7 | 7 |
| SU - B8 | 8 |
| SU - B9 | 9 |
| SU - B10 | 10 |
| SU - B11 | 11 |
| SU - B12 | 12 |
| SU - B13 | 13 |
| SU - B14 | 14 |
| SU - B15 | 15 |
| SU - B16 | 16 |
| – | 17 |
| – | 18 |
| SU - B19 | 19 |
| SU - B20 | 20 |
| SU - B21 | 21 |

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

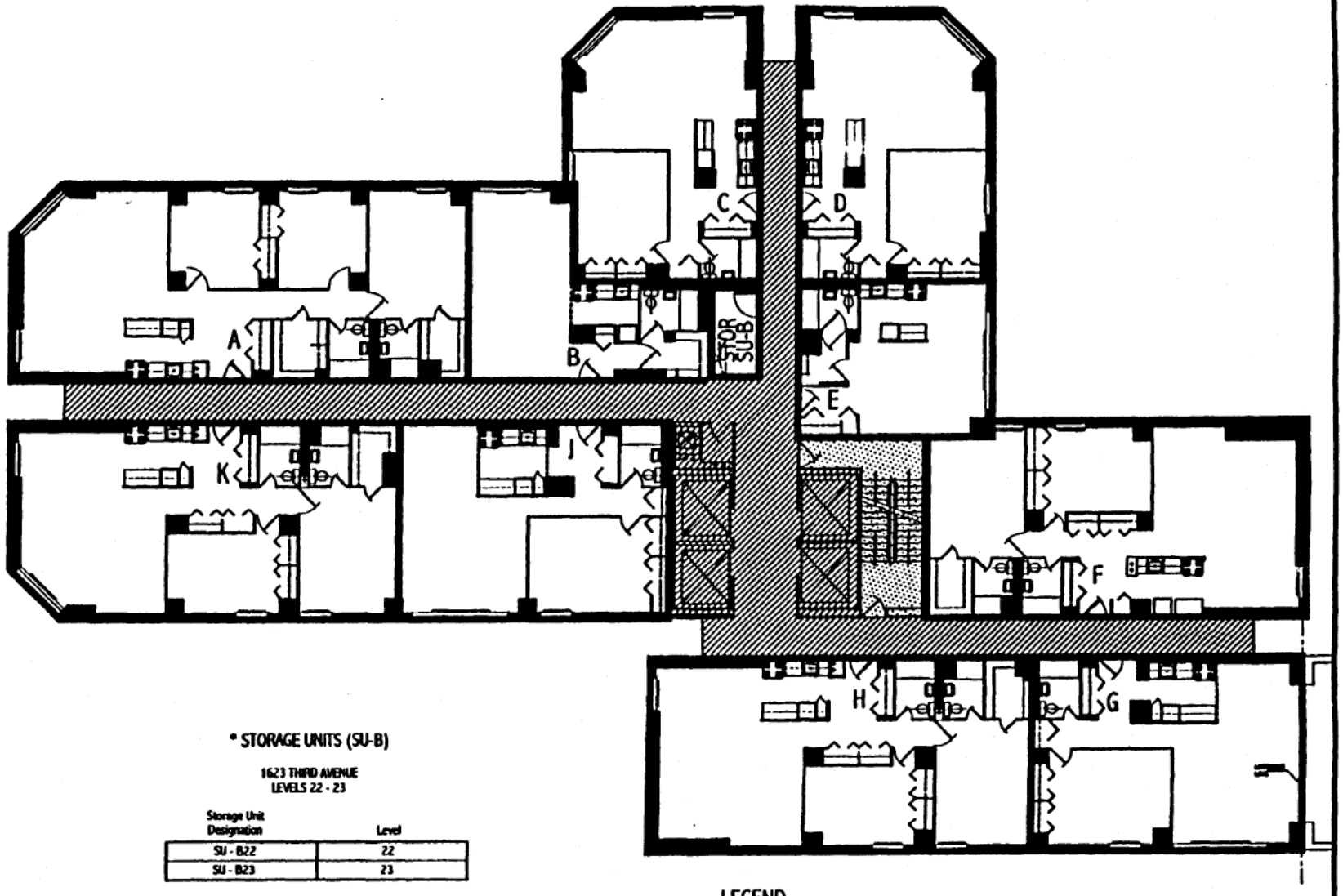
# YORKVILLE TOWER
## LEVEL 4 - LEVEL 21
## (WEST)
1623 THIRD AVE




* STORAGE UNITS (SU-B)

1641 THIRD AVENUE
LEVELS 4 - 17

| Storage Unit Designation | Level |
|---|---|
| SU - B4 | 4 |
| – | 5 |
| – | 6 |
| SU - B7 | 7 |
| SU - B8 | 8 |
| SU - B9 | 9 |
| SU - B10 | 10 |
| SU - B11 | 11 |
| SU - B12 | 12 |
| SU - B13 | 13 |
| SU - B14 | 14 |
| SU - B15 | 15 |
| SU - B16 | 16 |
| SU - B17 | 17 |




* STORAGE UNITS (SU-B)

1623 THIRD AVENUE
LEVELS 22 - 23

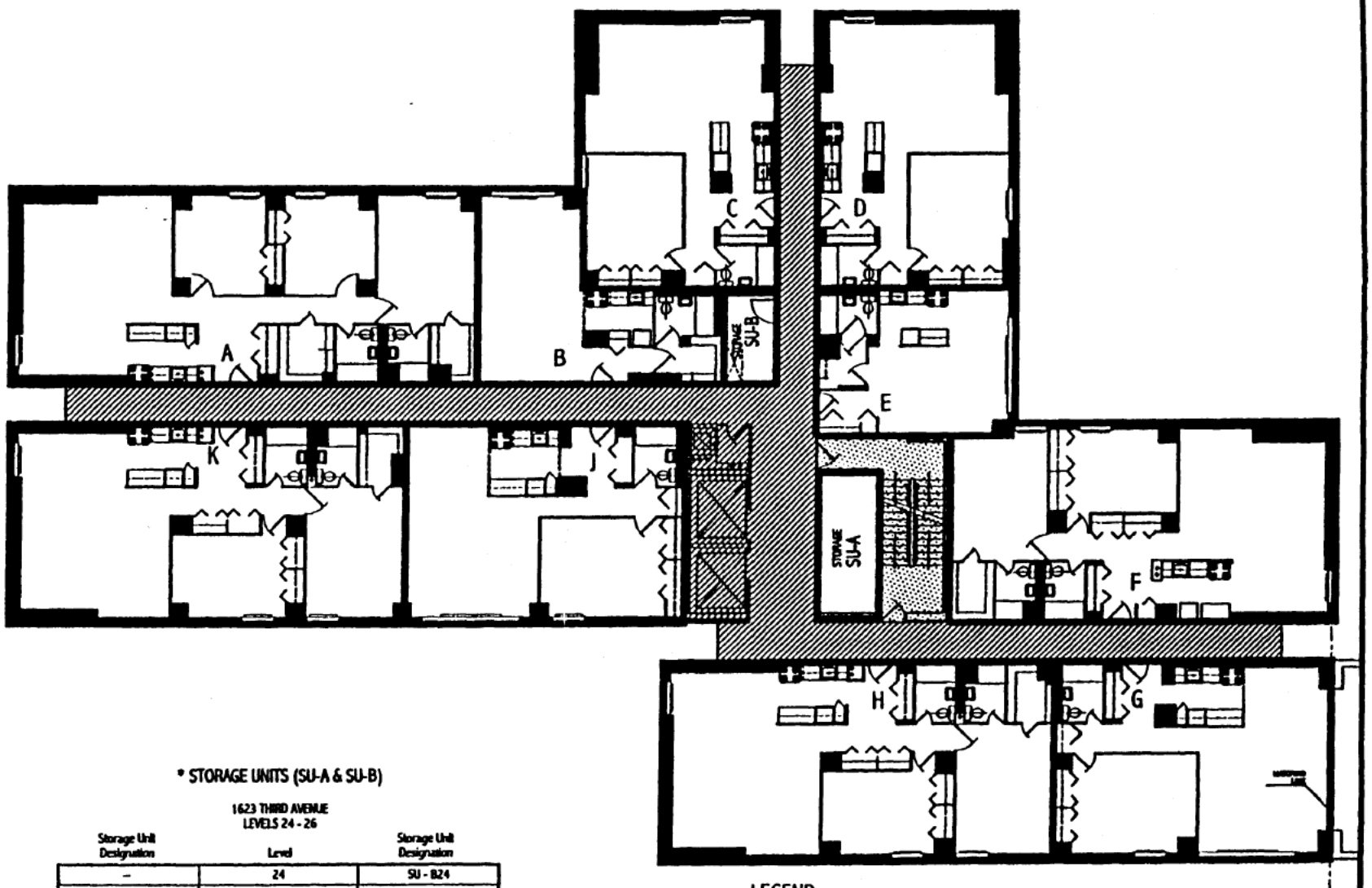
| Storage Unit Designation | Level |
|---|---|
| SU - B22 | 22 |
| SU - B23 | 23 |

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

# YORKVILLE TOWER
## LEVEL 22 - LEVEL 23 (WEST)
1623 THIRD AVENUE




* STORAGE UNITS (SU-A & SU-B)

1623 THIRD AVENUE
LEVELS 24 - 26

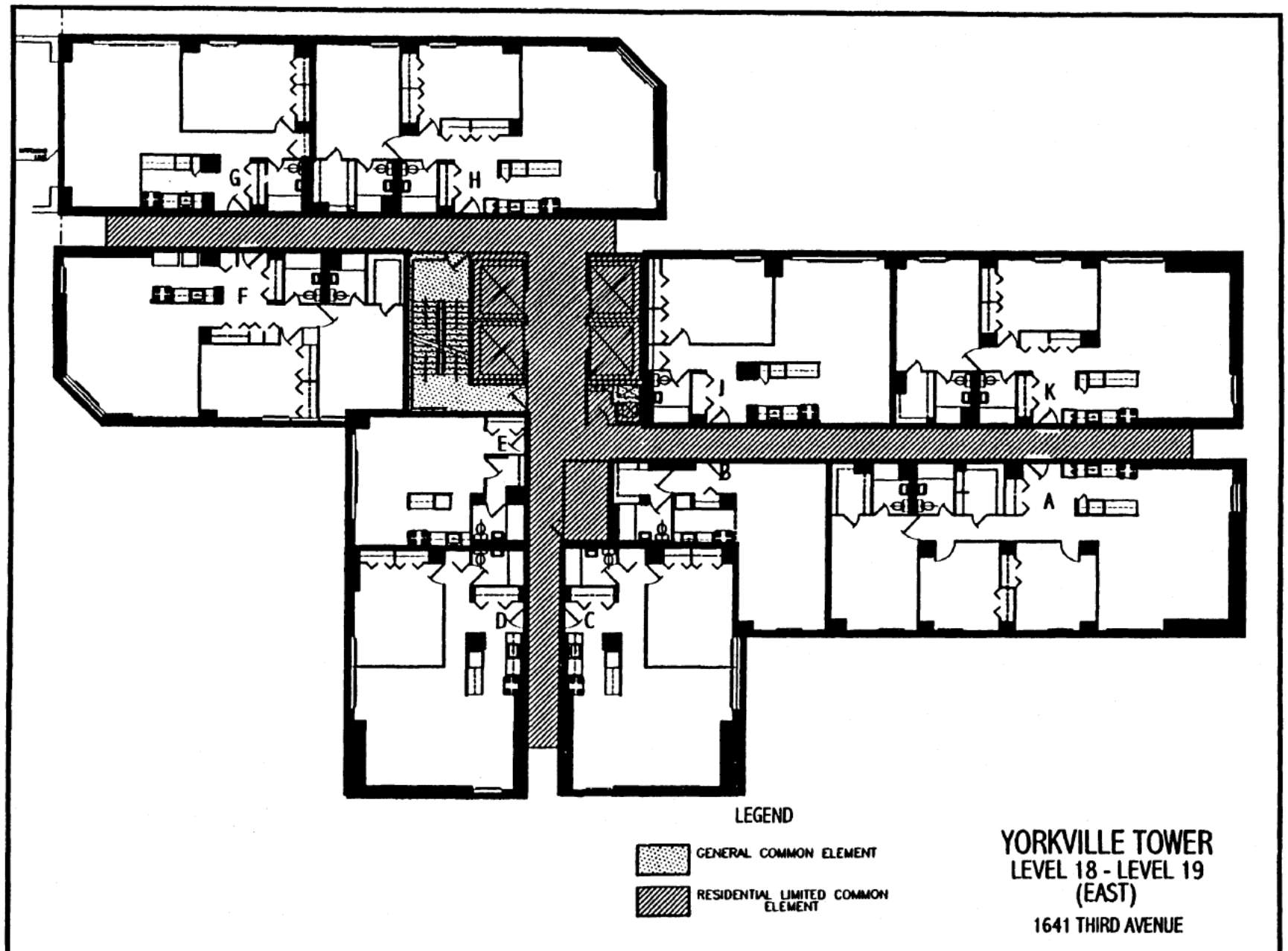
| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| – | 24 | SU - B24 |
| – | 25 | SU - B25 |
| SU - A26 | 26 | SU - B26 |

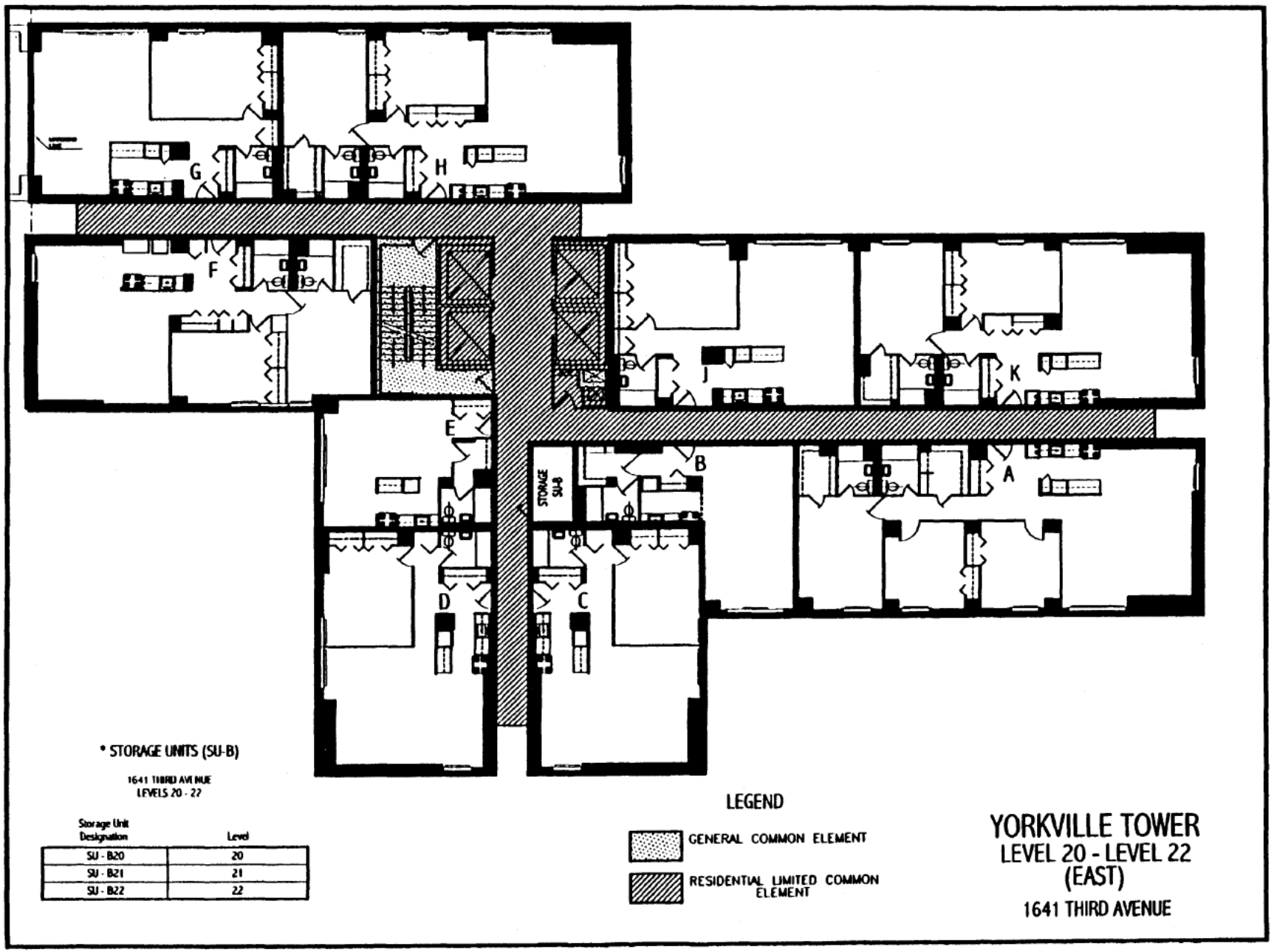
LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

# YORKVILLE TOWER
## LEVEL 24 - LEVEL 26 (WEST)
1623 THIRD AVENUE

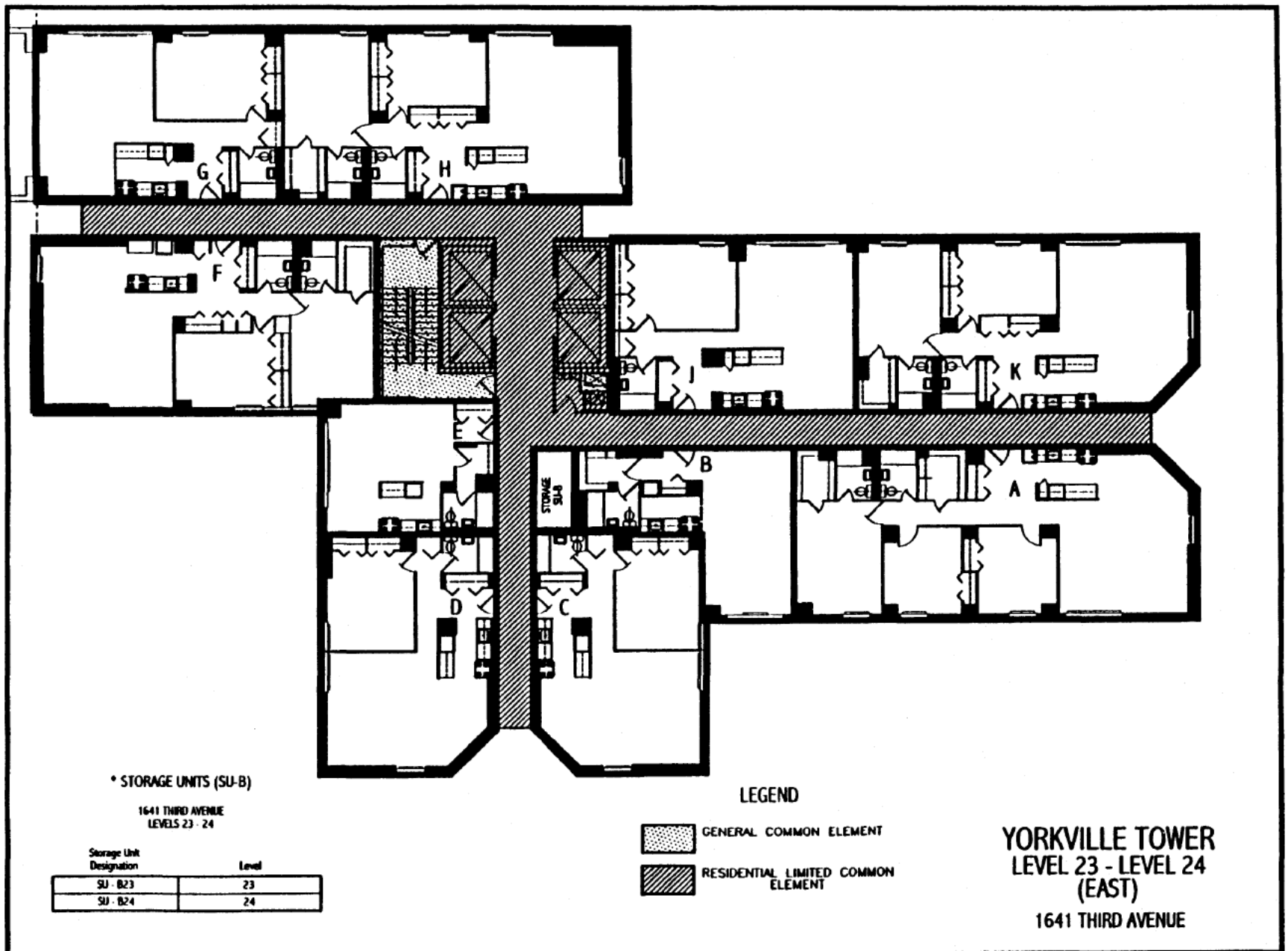

G
H
F
J
K
E
B
A
D
C
LEGEND
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
YORKVILLE TOWER
LEVEL 18 - LEVEL 19
(EAST)
1641 THIRD AVENUE




* STORAGE UNITS (SU-B)

1641 THIRD AVENUE
LEVELS 20 - 22

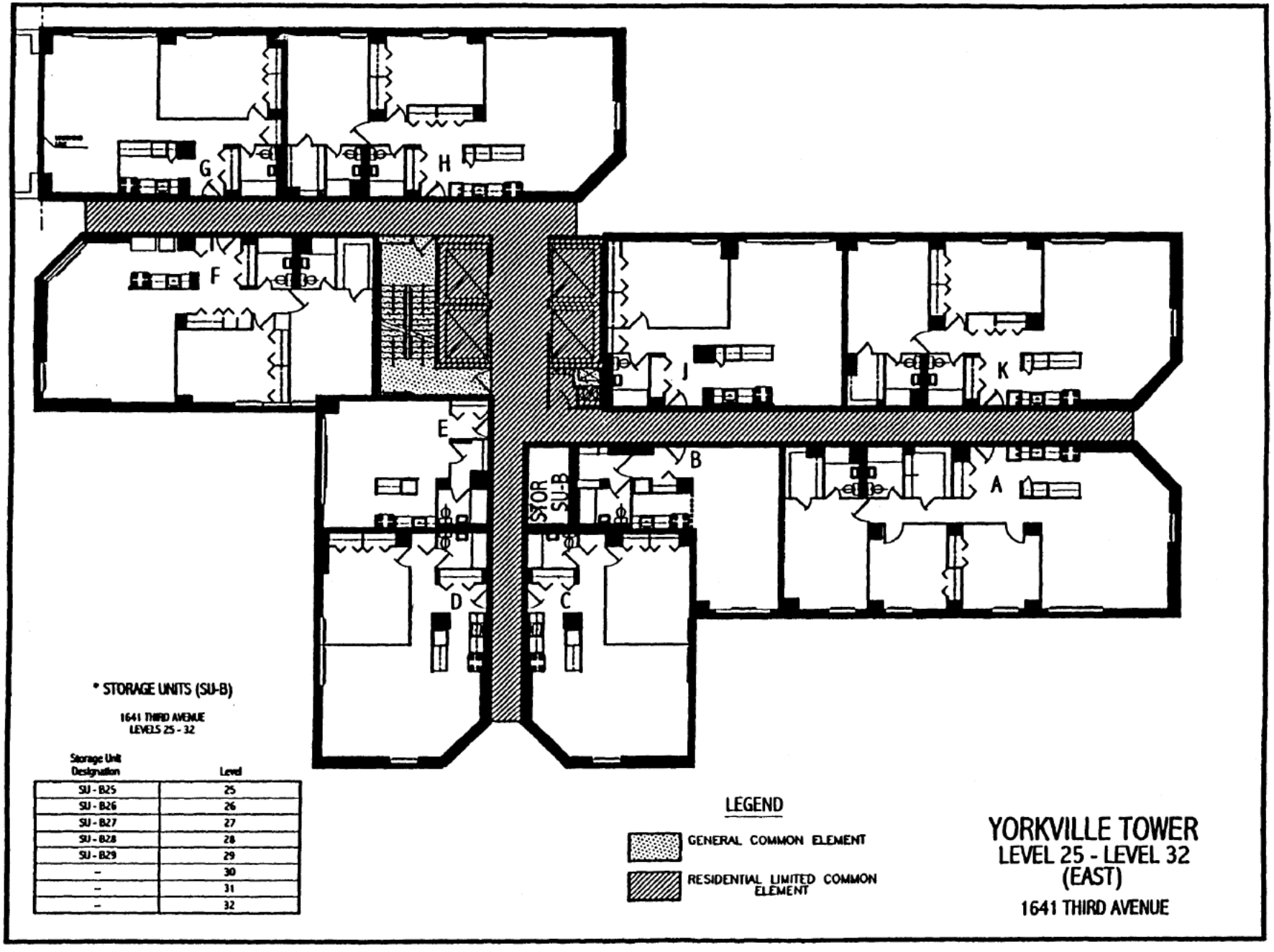
| Storage Unit Designation | Level |
|---|---|
| SU - B20 | 20 |
| SU - B21 | 21 |
| SU - B22 | 22 |




* STORAGE UNITS (SU-B)

1641 THIRD AVENUE
LEVELS 23 - 24

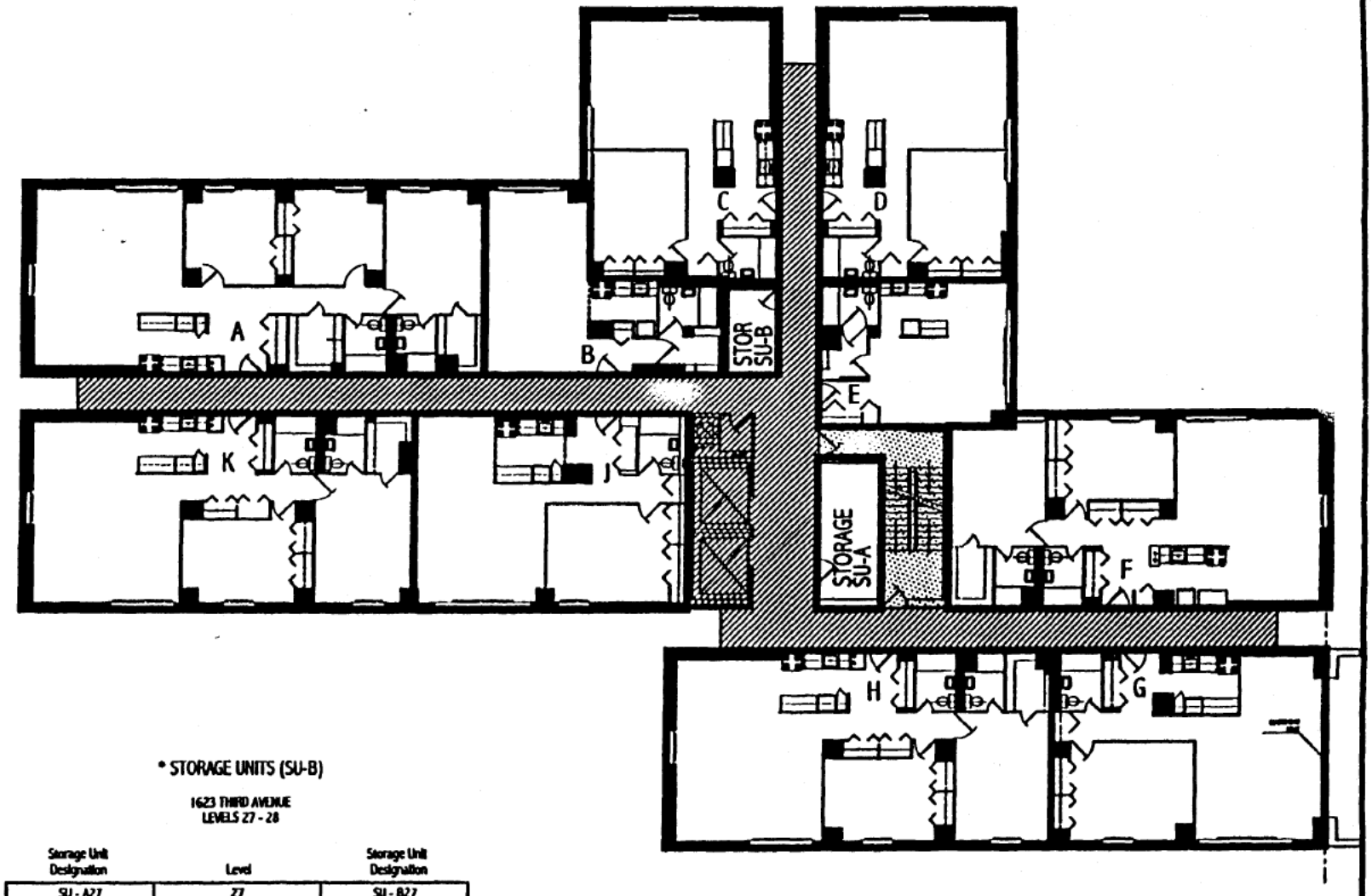
| Storage Unit Designation | Level |
|---|---|
| SU - B23 | 23 |
| SU - B24 | 24 |




* STORAGE UNITS (SU-B)

1641 THIRD AVENUE
LEVELS 25 - 32

| Storage Unit Designation | Level |
|---|---|
| SU - B25 | 25 |
| SU - B26 | 26 |
| SU - B27 | 27 |
| SU - B28 | 28 |
| SU - B29 | 29 |
| – | 30 |
| – | 31 |
| – | 32 |




* STORAGE UNITS (SU-B)

1623 THIRD AVENUE
LEVELS 27 - 28

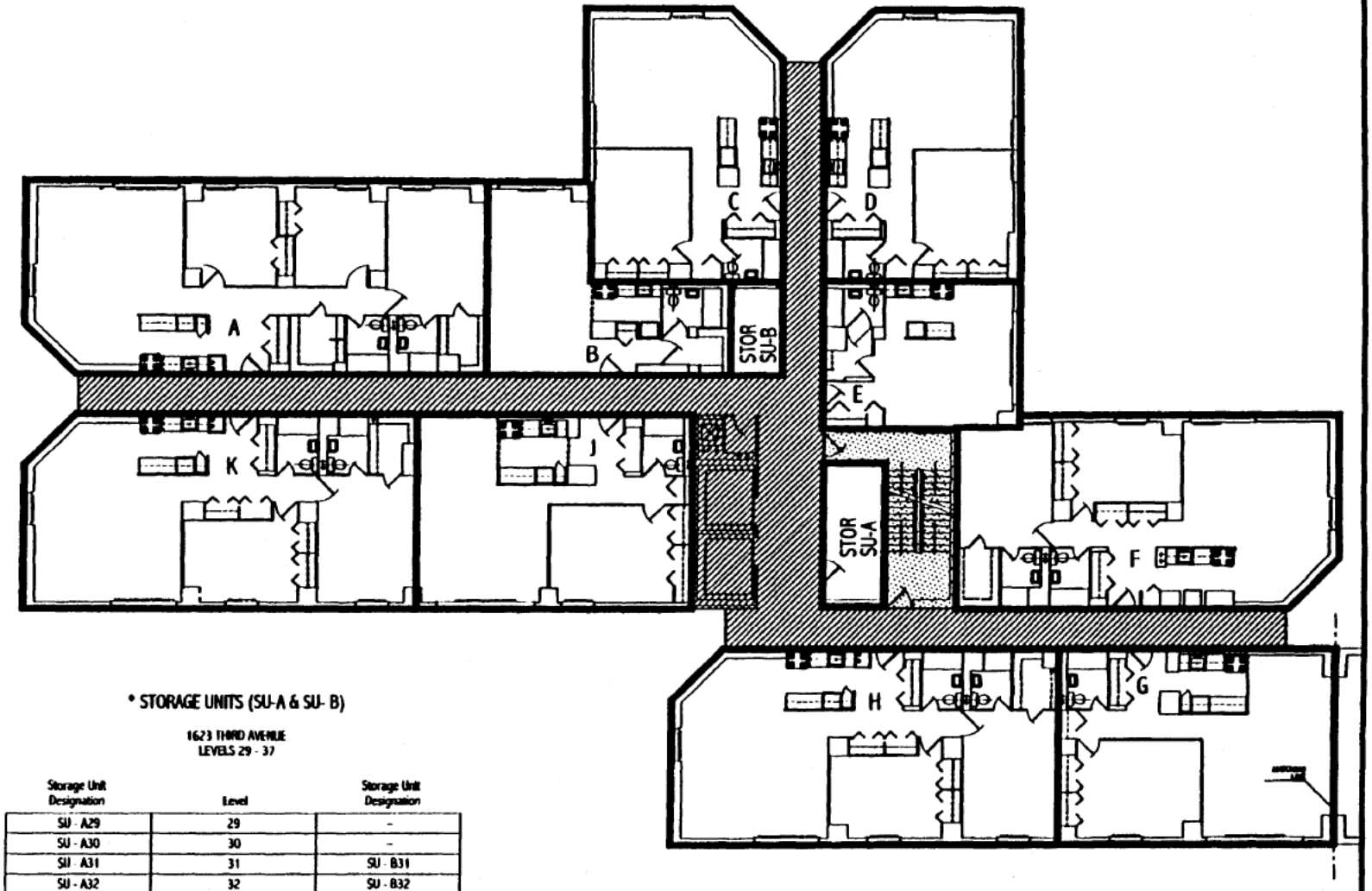
| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A27 | 27 | SU - B27 |
| SU - A28 | 28 | SU - B28 |

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

# YORKVILLE TOWER
## LEVEL 27 - LEVEL 28 (WEST)
1623 THIRD AVENUE




* STORAGE UNITS (SU-A & SU- B)

1623 THIRD AVENUE
LEVELS 29 - 37

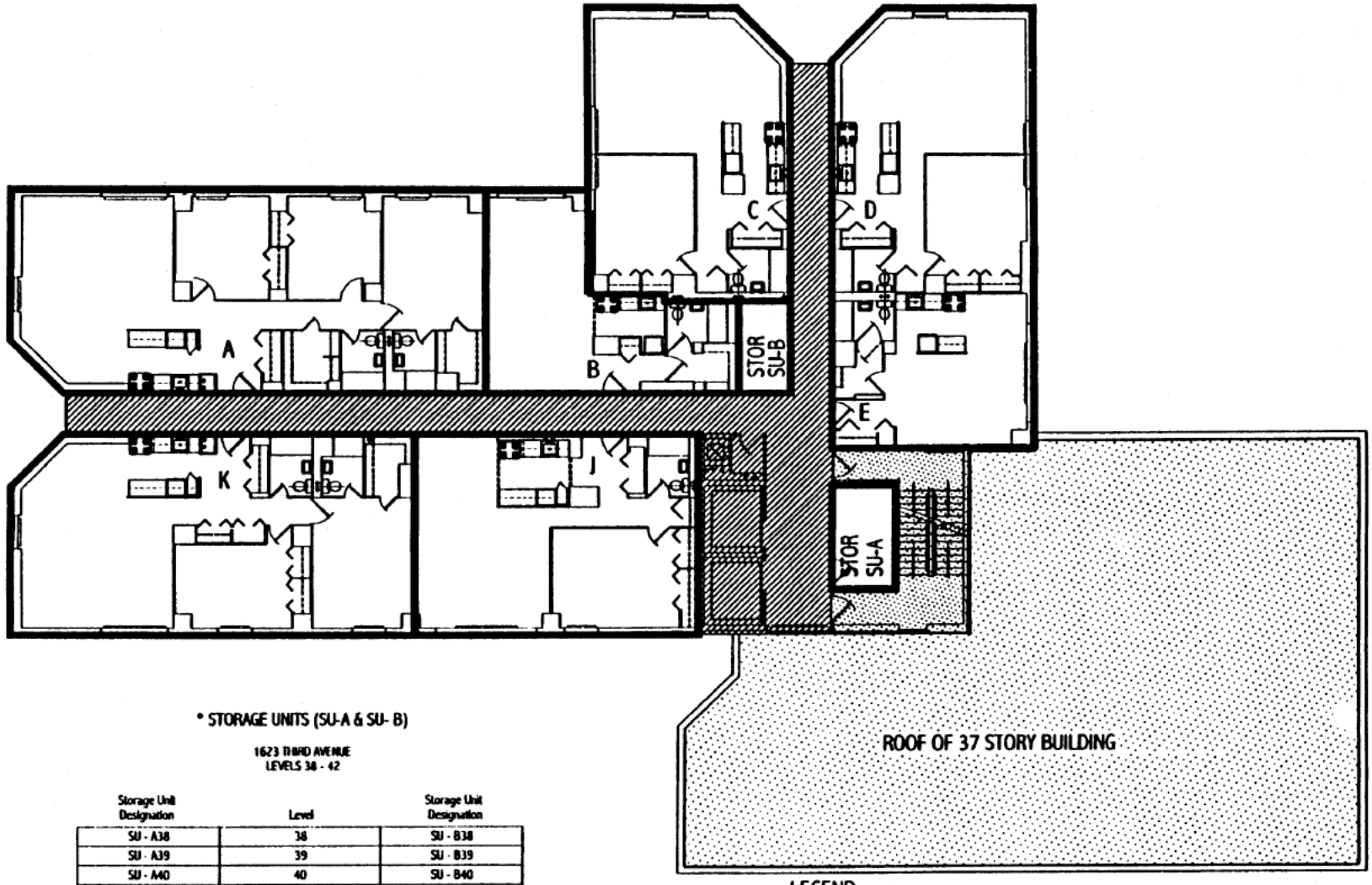
| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A29 | 29 | – |
| SU - A30 | 30 | – |
| SU - A31 | 31 | SU - B31 |
| SU - A32 | 32 | SU - B32 |
| SU - A33 | 33 | SU - B33 |
| SU - A34 | 34 | SU - B34 |
| SU - A35 | 35 | – |
| SU - A36 | 36 | – |
| SU - A37 | 37 | – |

LEGEND

GENERAL COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

# YORKVILLE TOWER
## LEVEL 29-LEVEL 37 (WEST)
1623 THIRD AVENUE




* STORAGE UNITS (SU-A & SU- B)

1623 THIRD AVENUE
LEVELS 38 - 42

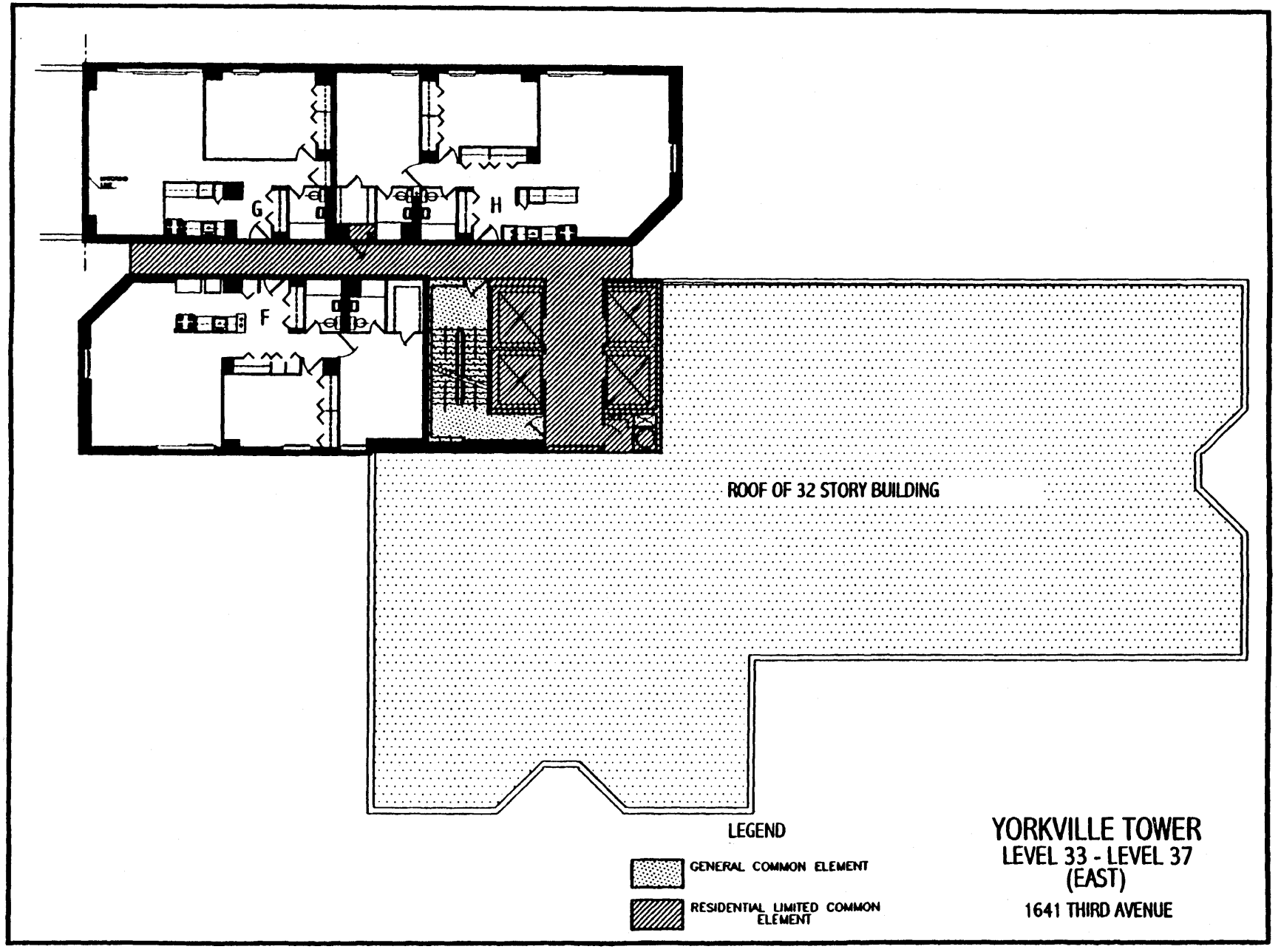
| Storage Unit Designation | Level | Storage Unit Designation |
|---|---|---|
| SU - A38 | 38 | SU - B38 |
| SU - A39 | 39 | SU - B39 |
| SU - A40 | 40 | SU - B40 |
| SU - A41 | 41 | SU - B41 |
| SU - A42 | 42 | SU - B42 |

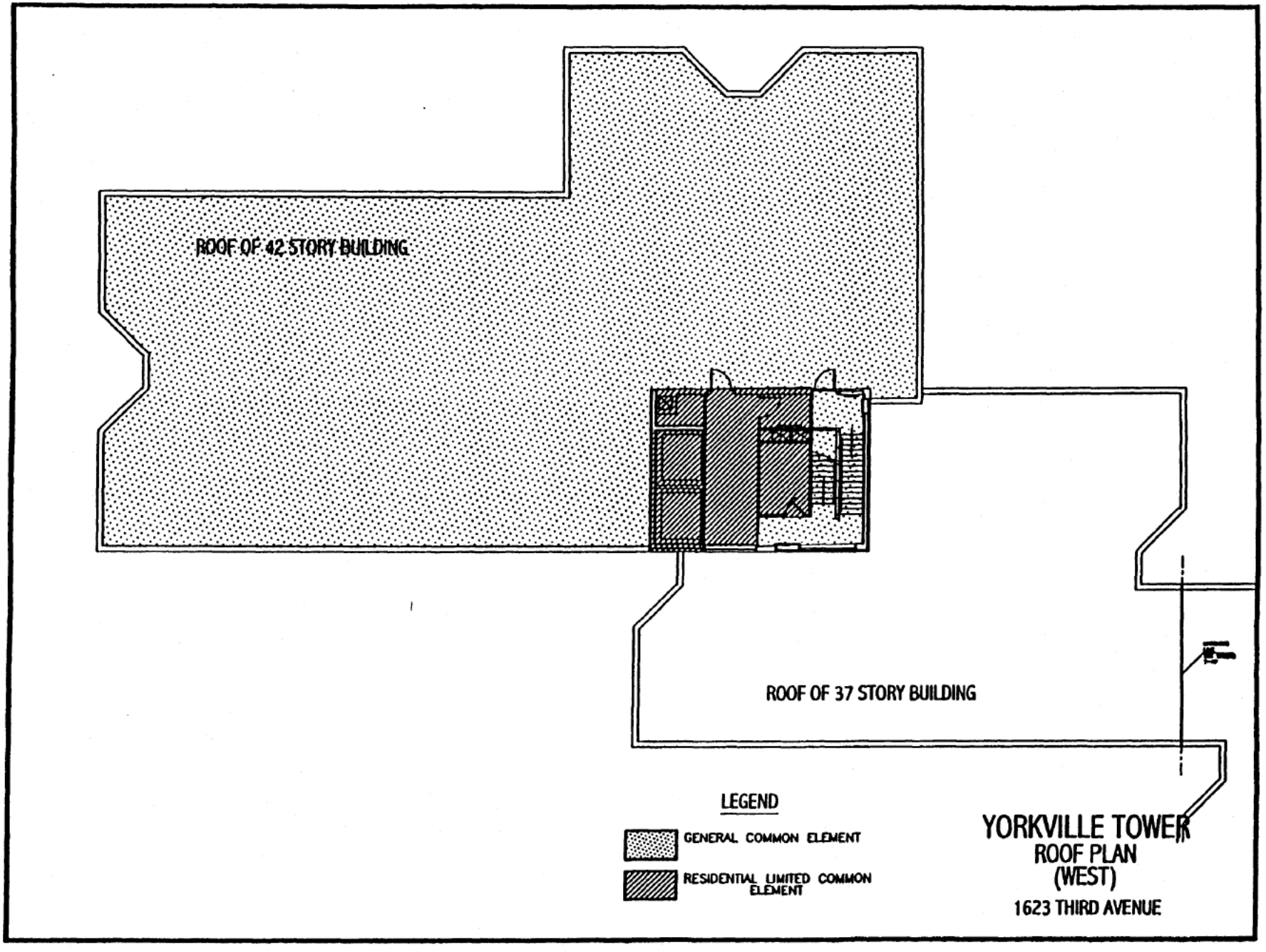
LEGEND

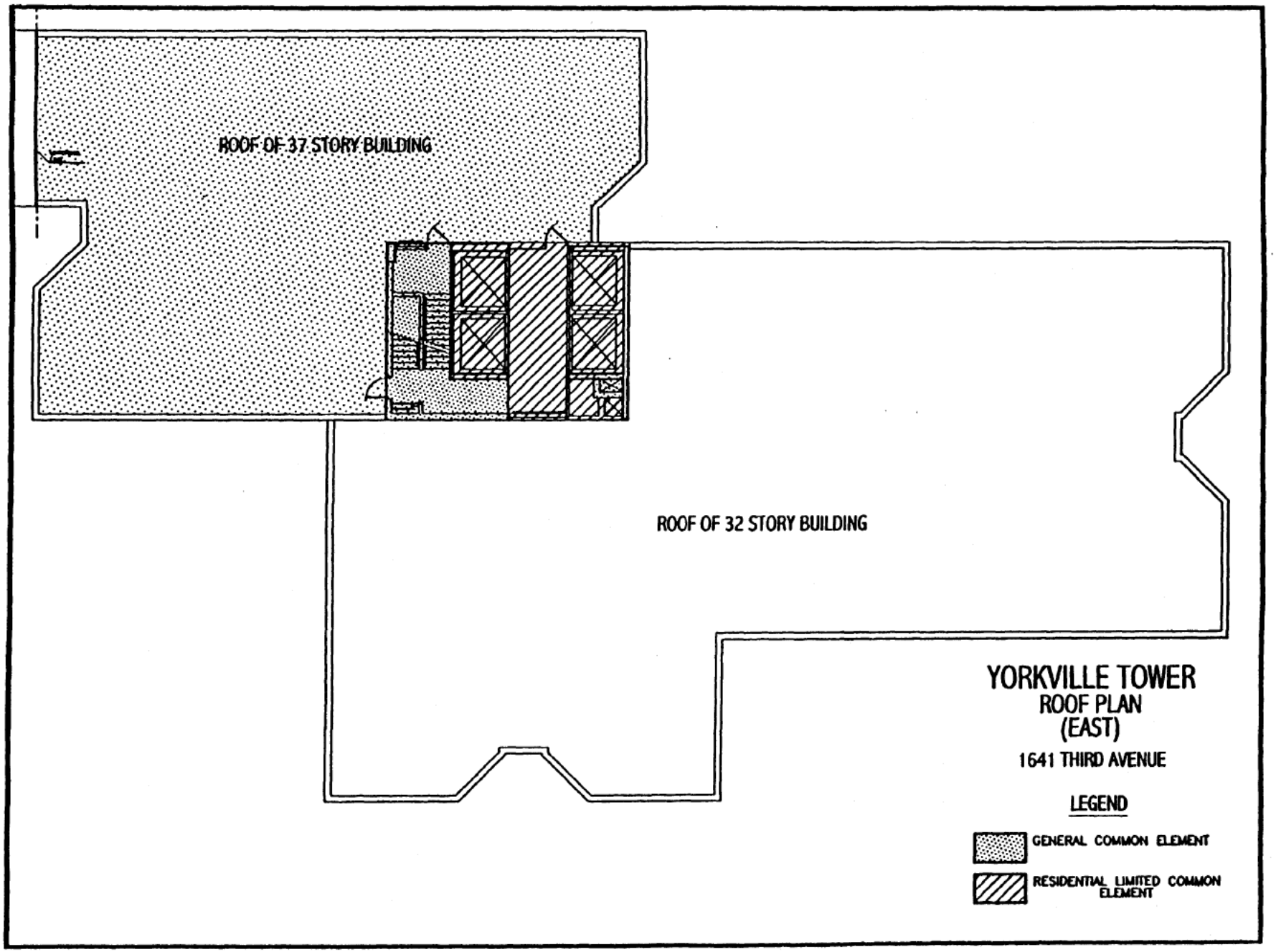
GENERAL COMMON ELEMENT

RESIDENTIAL LIMITED COMMON ELEMENT

# YORKVILLE TOWER
## LEVEL 38 - LEVEL 42 (WEST)
1623 THIRD AVENUE

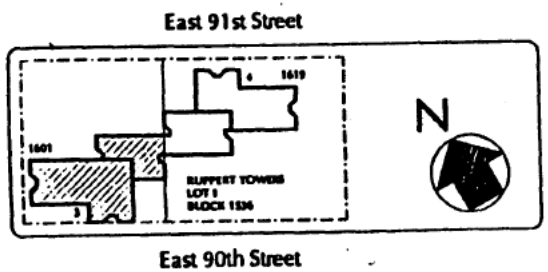

G
H
F
ROOF OF 32 STORY BUILDING
LEGEND
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
YORKVILLE TOWER
LEVEL 33 - LEVEL 37
(EAST)
1641 THIRD AVENUE

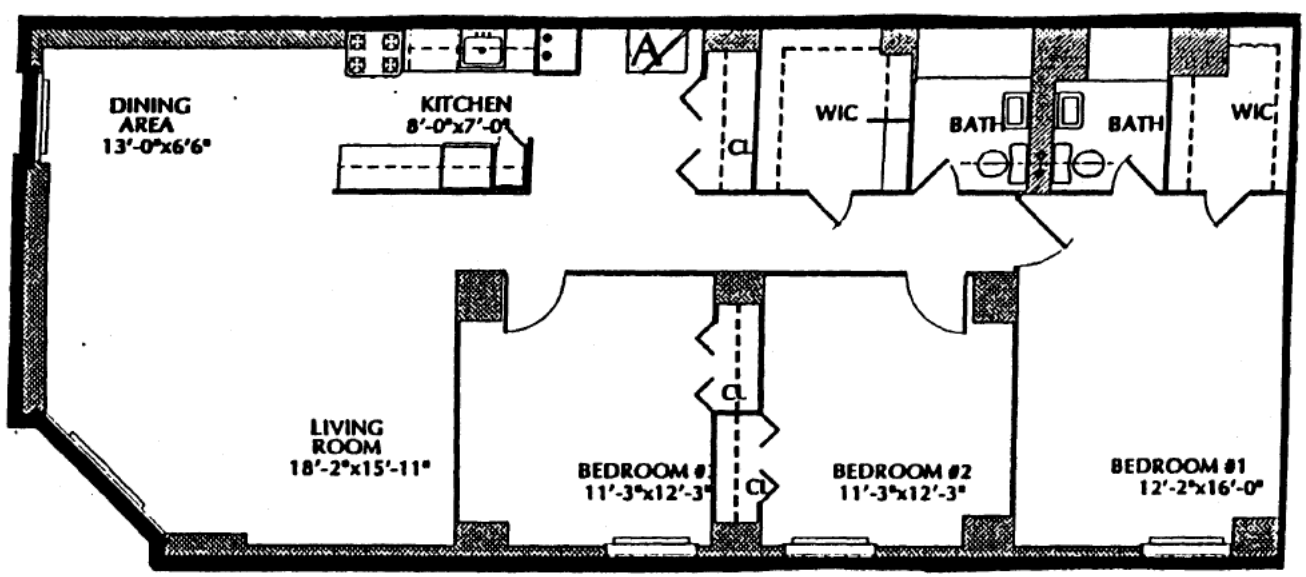

ROOF OF 42 STORY BUILDING
ROOF OF 37 STORY BUILDING
LEGEND
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
YORKVILLE TOWER
ROOF PLAN
(WEST)
1623 THIRD AVENUE

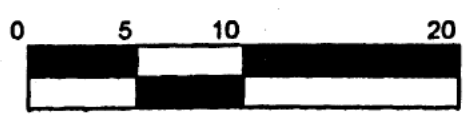

ROOF OF 37 STORY BUILDING
ROOF OF 32 STORY BUILDING
YORKVILLE TOWER
ROOF PLAN
(EAST)
1641 THIRD AVENUE
LEGEND
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT

# RUPPERT TOWER

## 1601 THIRD AVENUE
## 4th - 18th FLOORS
## APARTMENT A



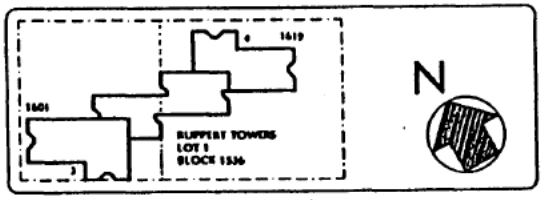



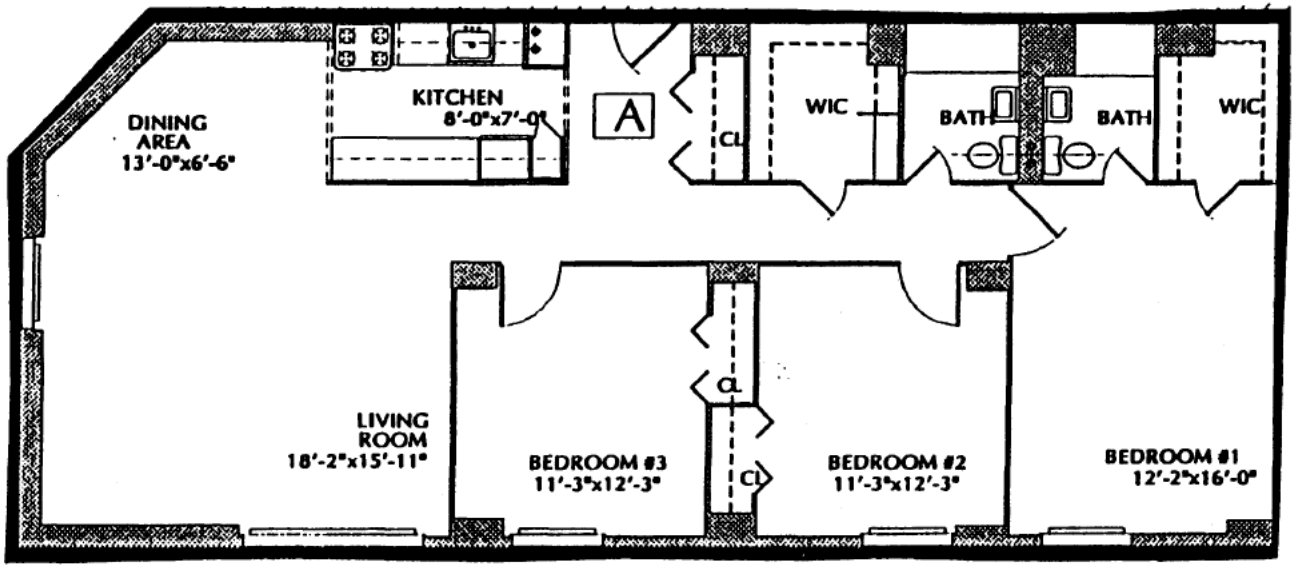



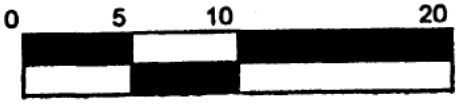

934

# RUPPERT TOWER

## 1601 THIRD AVENUE
## 24th - 34th FLOORS
## APARTMENT A



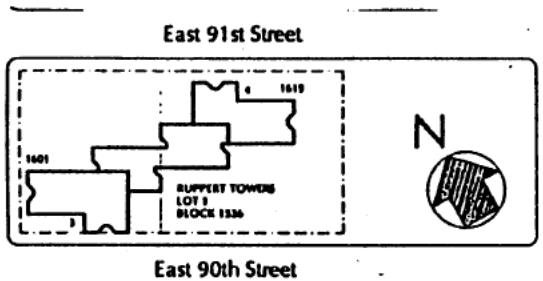



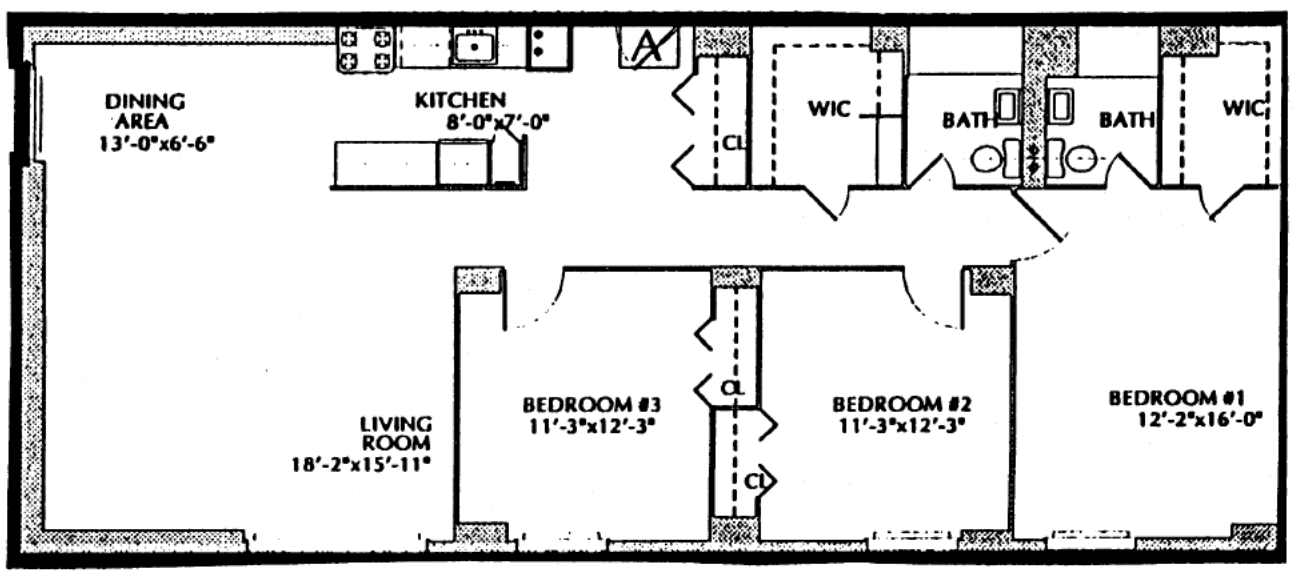



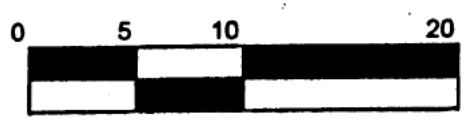

935

# RUPPERT TOWER

## 1601 THIRD AVENUE
## 19th - 23rd FLOORS
## APARTMENT A



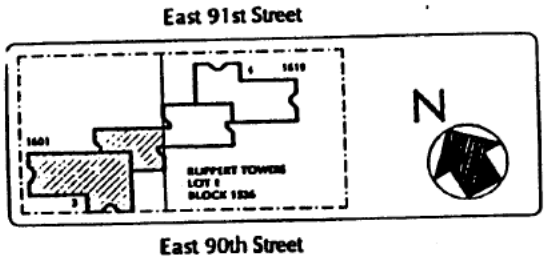



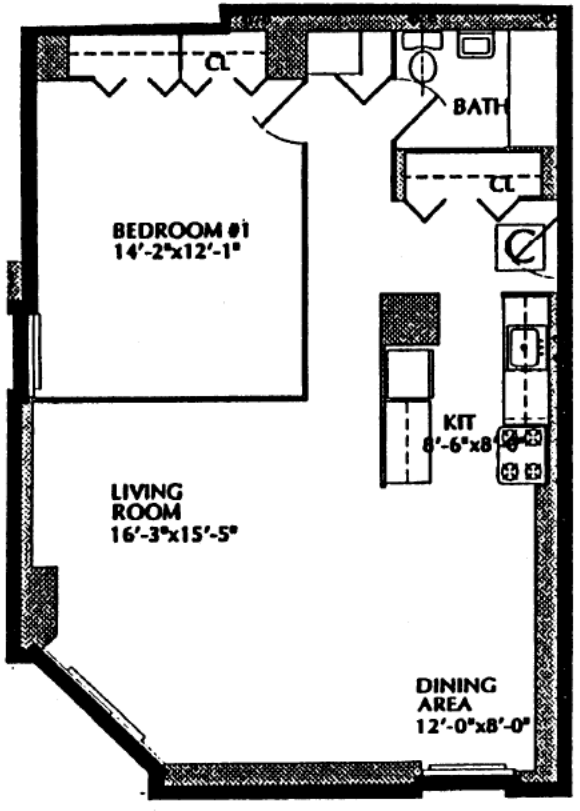




936

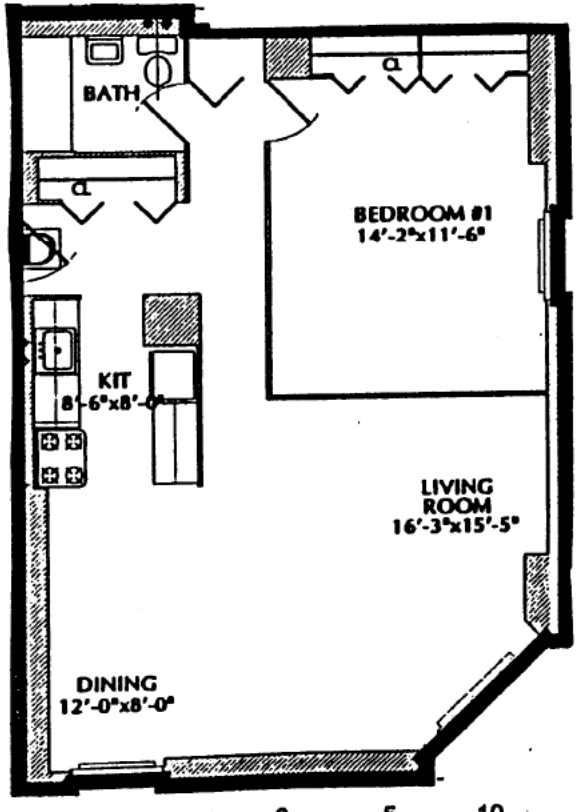
# RUPPERT TOWER

1601 THIRD AVENUE
4th - 18th FLOORS
APARTMENT C
APARTMENT D

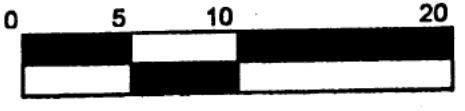



C

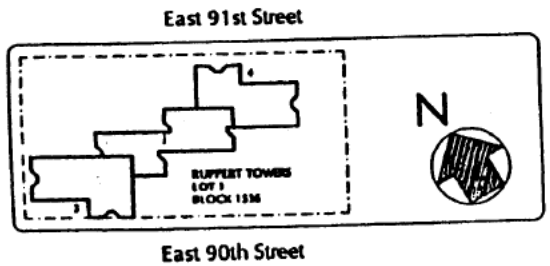



D



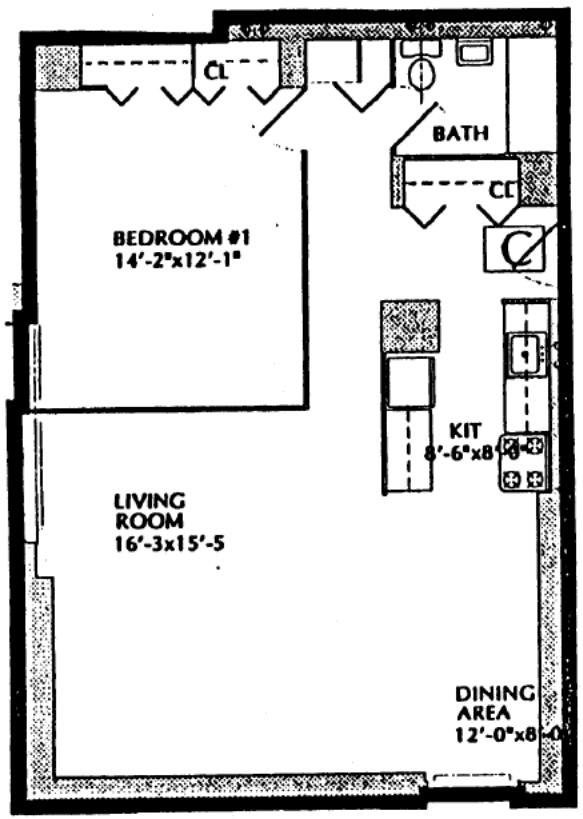
# RUPPERT TOWER

1601 THIRD AVENUE
19th - 23rd FLOORS
APARTMENT C
APARTMENT D

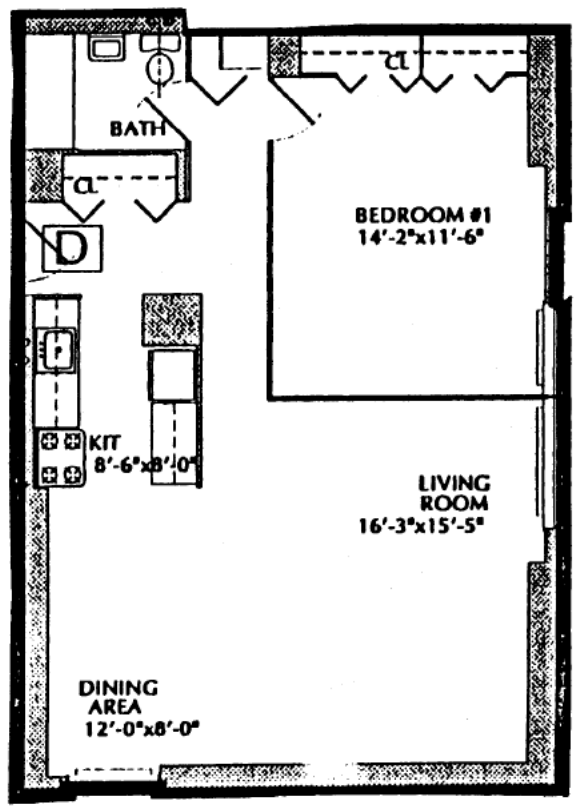


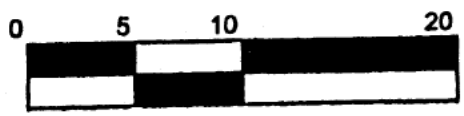

938

C



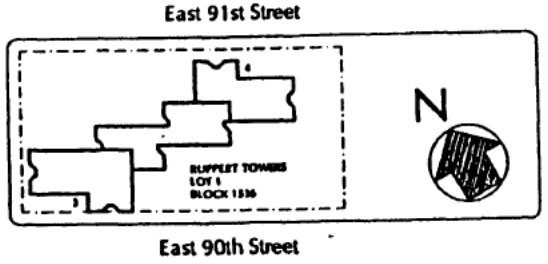

D



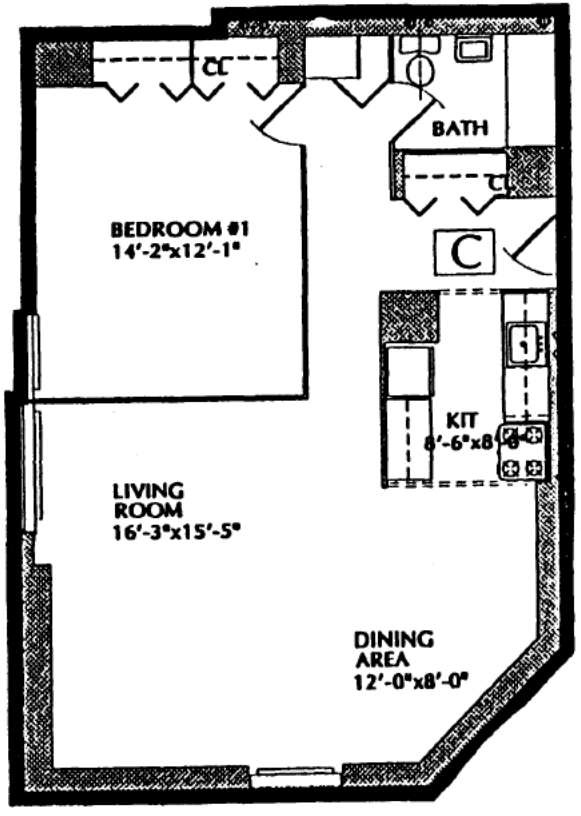



# RUPPERT TOWER

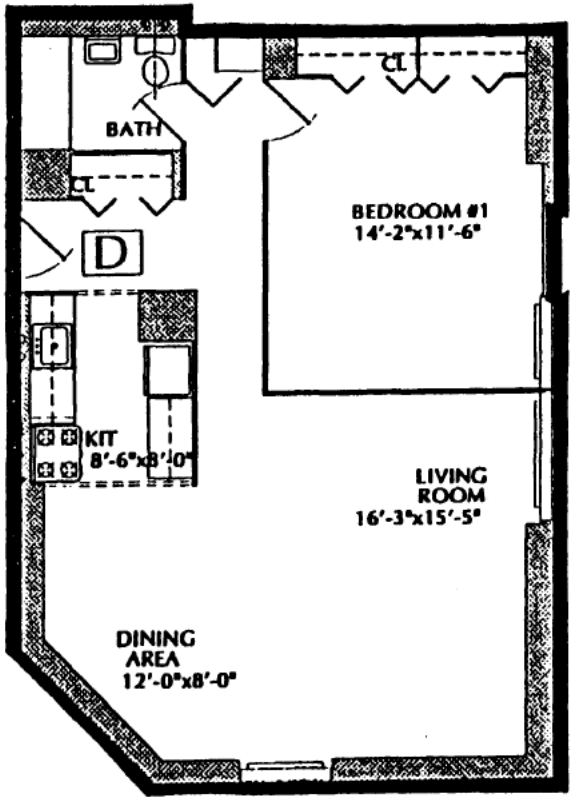
1601 THIRD AVENUE
24th - 34th FLOORS
APARTMENT C
APARTMENT D

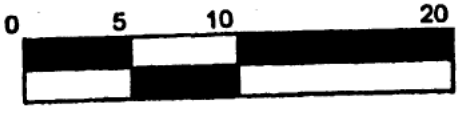



C




D

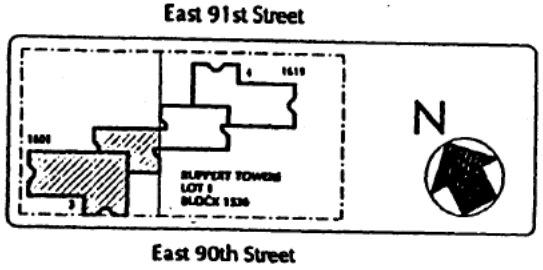


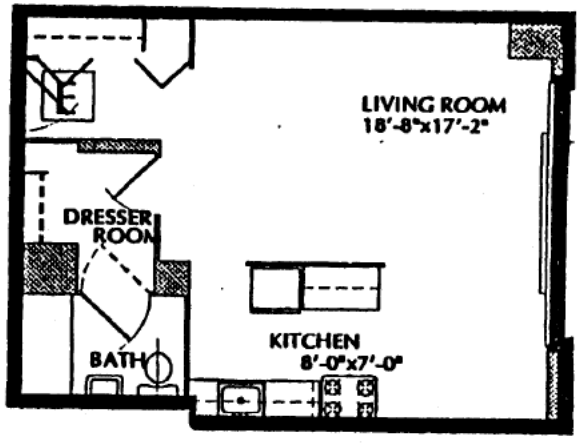




939

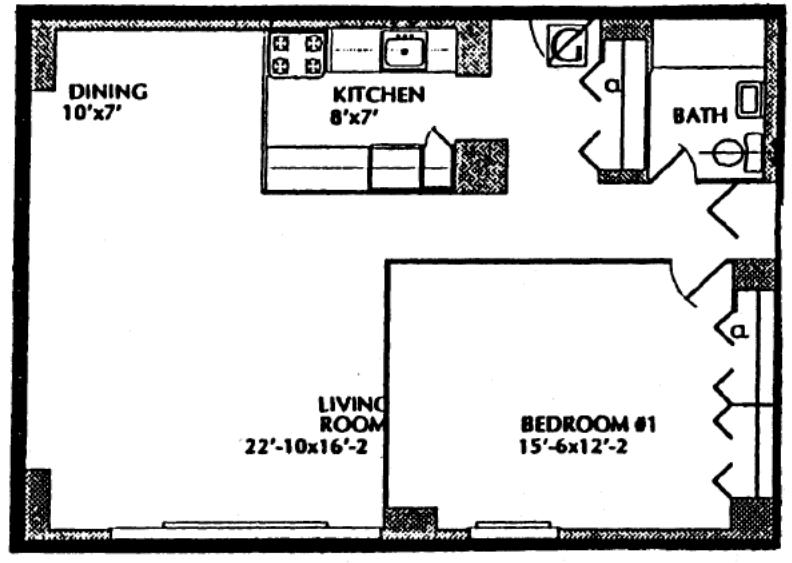
# RUPPERT TOWER

1601 THIRD AVENUE
4th - 29th FLOORS
APARTMENT E
APARTMENT G

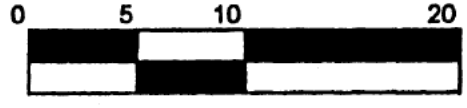



E



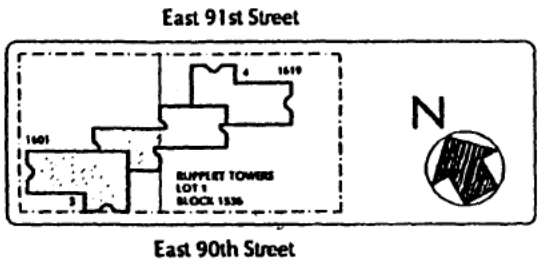

G

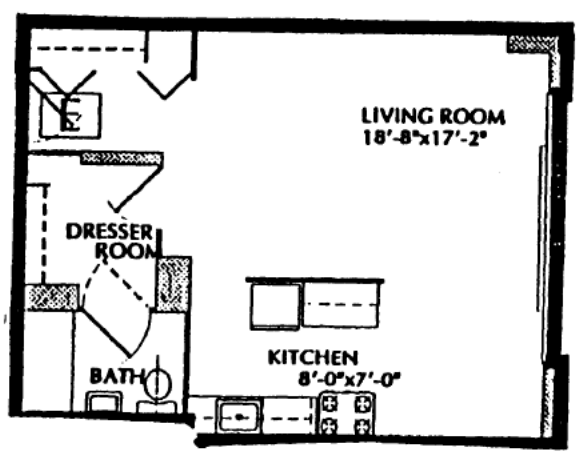


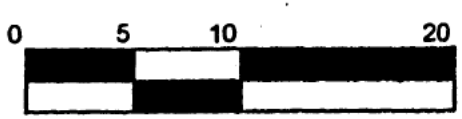

940

# RUPPERT TOWER

1601 THIRD AVENUE
30th - 34th FLOORS
APARTMENT E



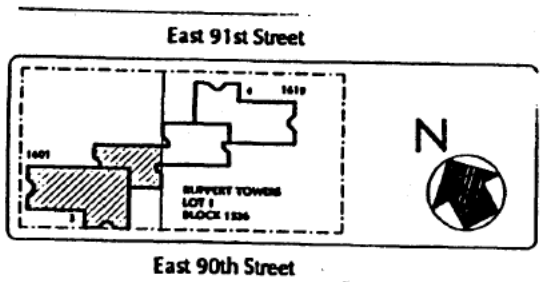



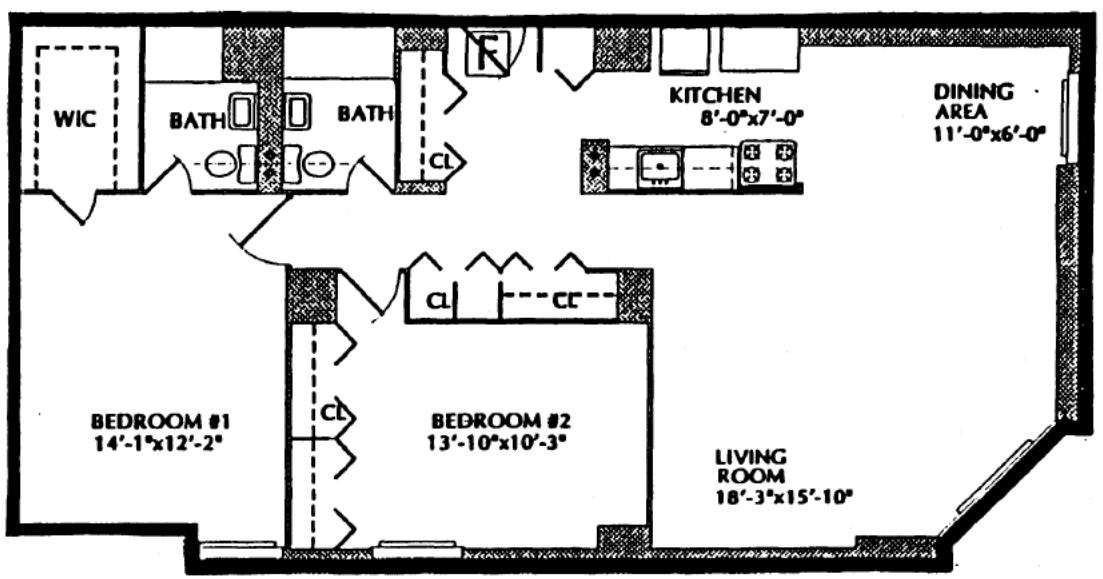



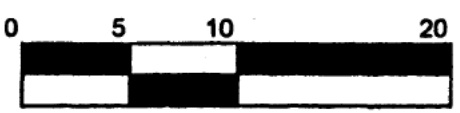

941

# RUPPERT TOWER

## 1601 THIRD AVENUE
## 4th - 16th FLOORS
## APARTMENT F



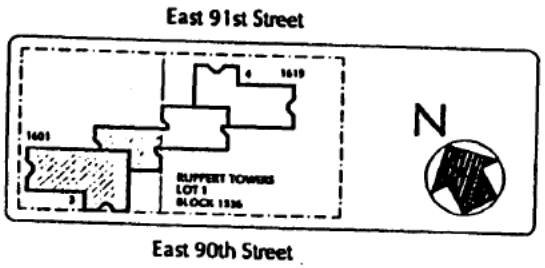



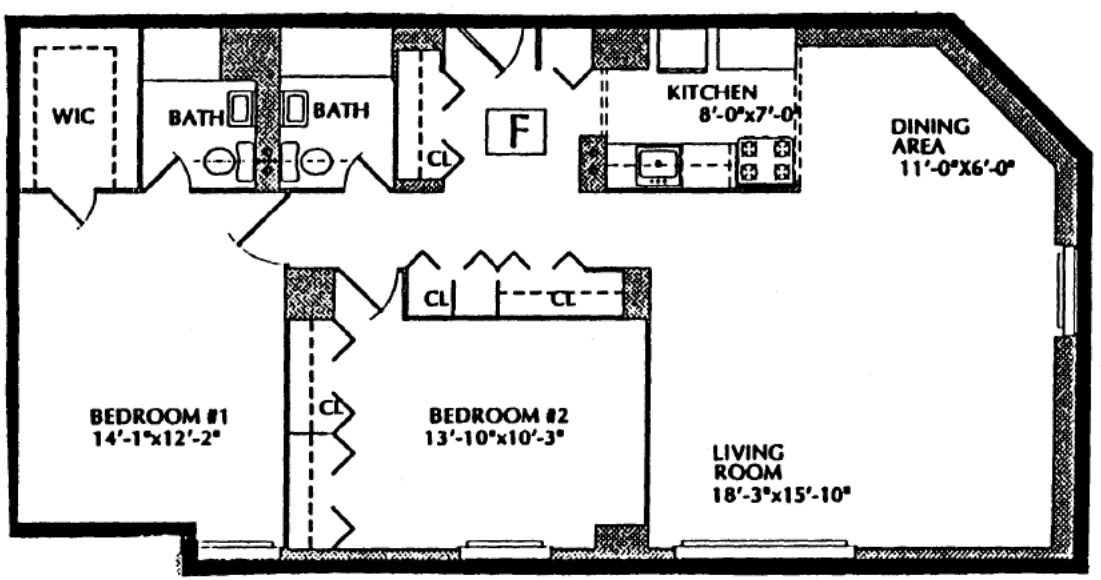



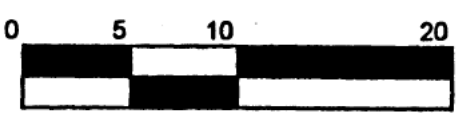

942

# RUPPERT TOWER

## 1601 THIRD AVENUE
## 17th - 21st FLOORS
## APARTMENT F



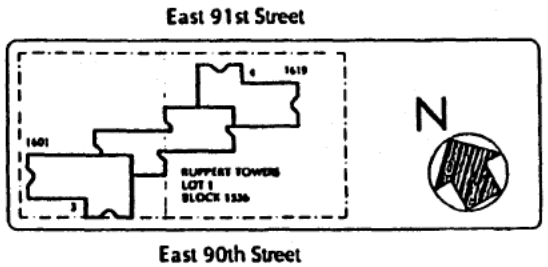



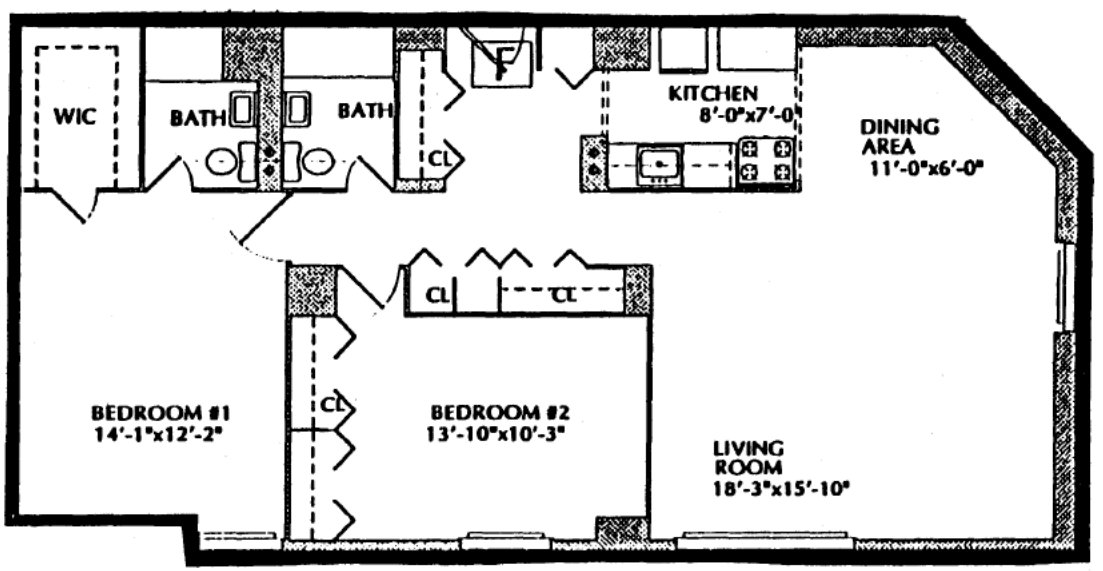



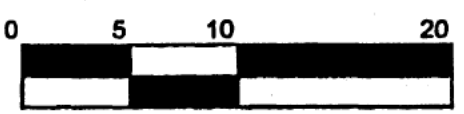

943

# RUPPERT TOWER

## 1601 THIRD AVENUE
## 22nd - 29th FLOORS
## APARTMENT F

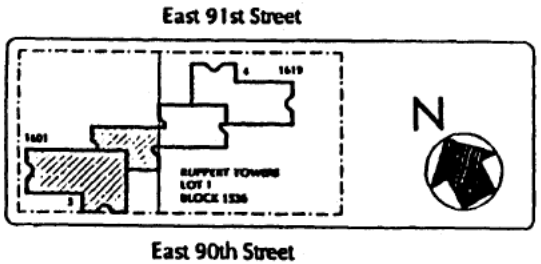


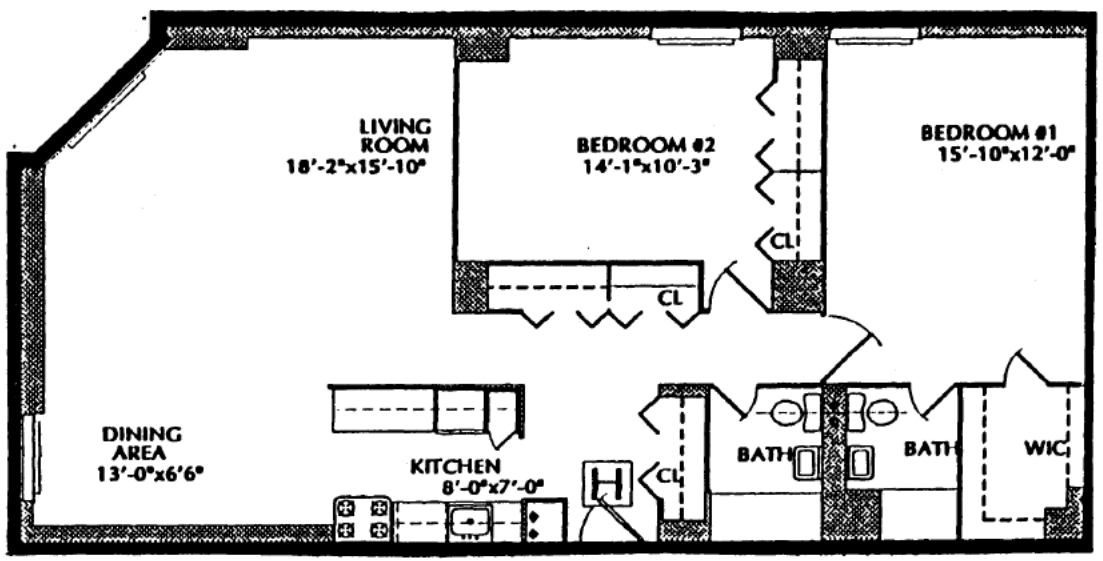



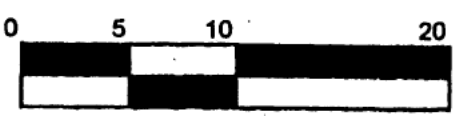



# RUPPERT TOWER

## 1601 THIRD AVENUE
## 4th - 16th FLOORS
## APARTMENT H



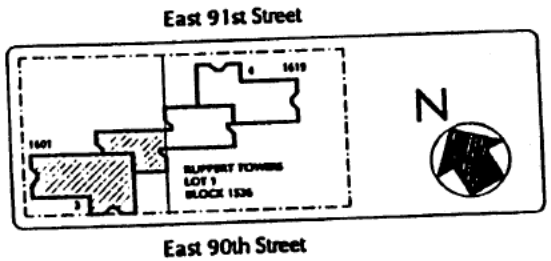



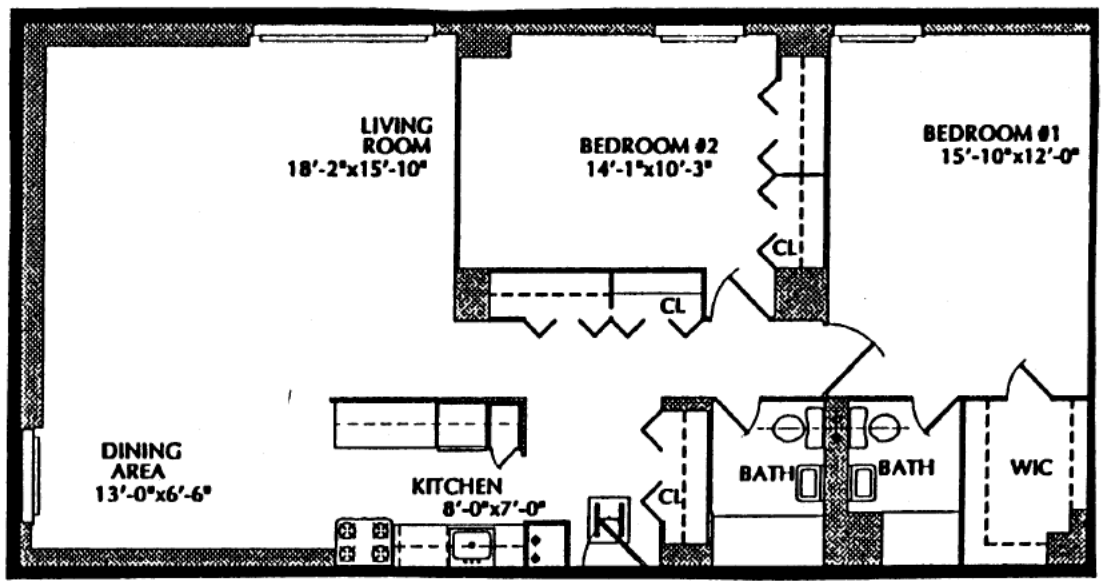



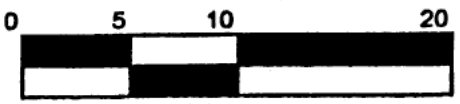

945

# RUPPERT TOWER

## 1601 THIRD AVENUE
## 17th - 21st FLOORS
## APARTMENT H



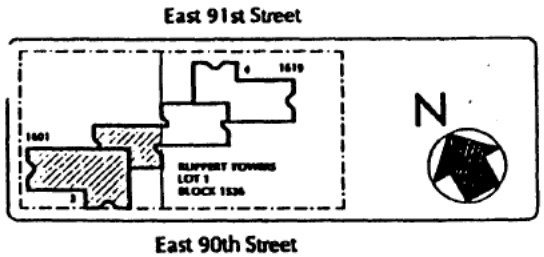



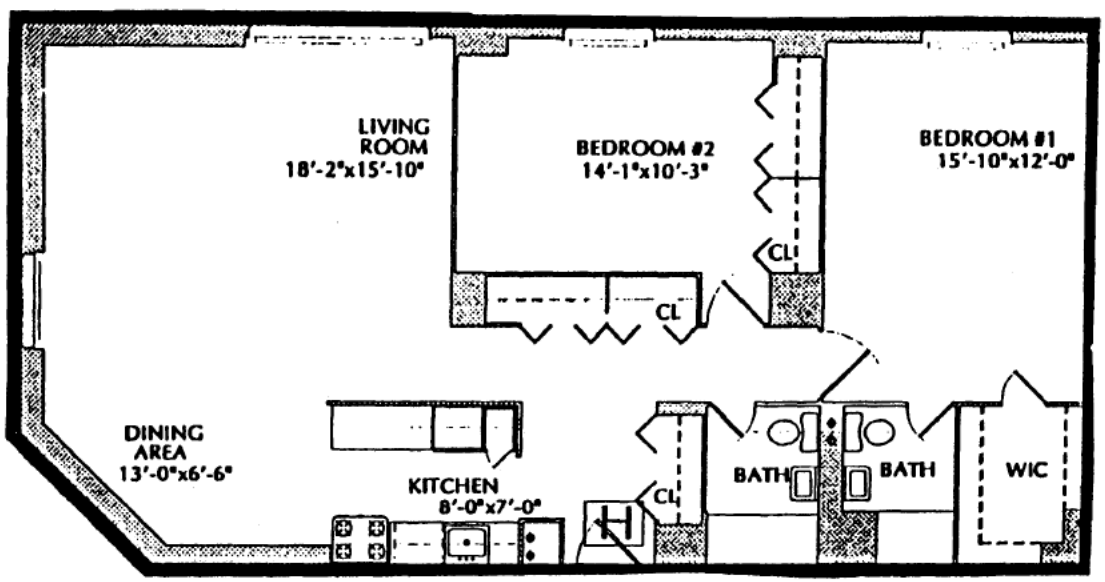



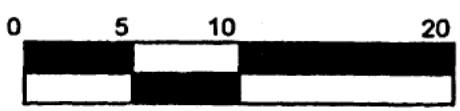

946

# RUPPERT TOWER

## 1601 THIRD AVENUE
## 22nd - 29th FLOORS
## APARTMENT H

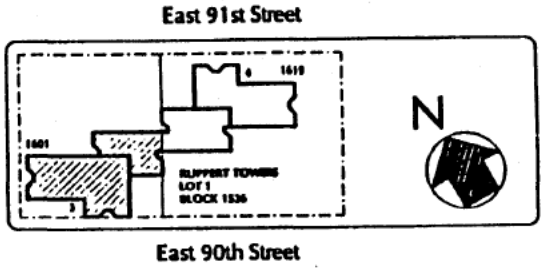


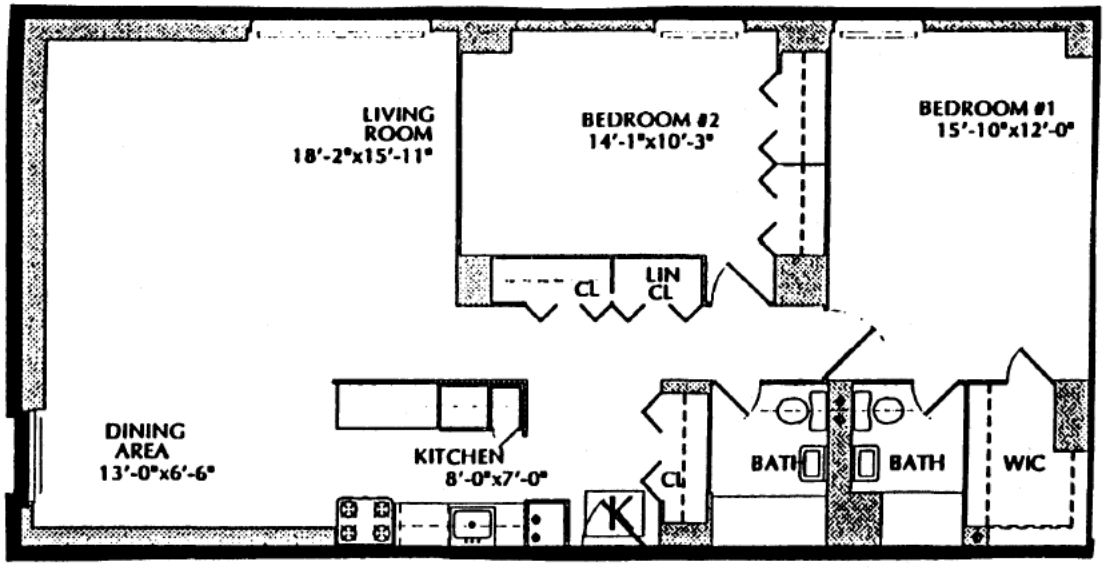



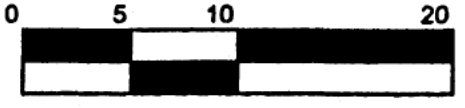



# RUPPERT TOWER

1601 THIRD AVENUE
19th - 23rd FLOORS
APARTMENT K

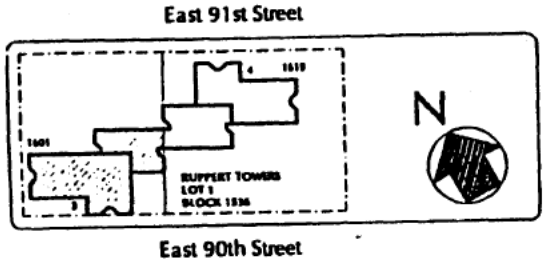


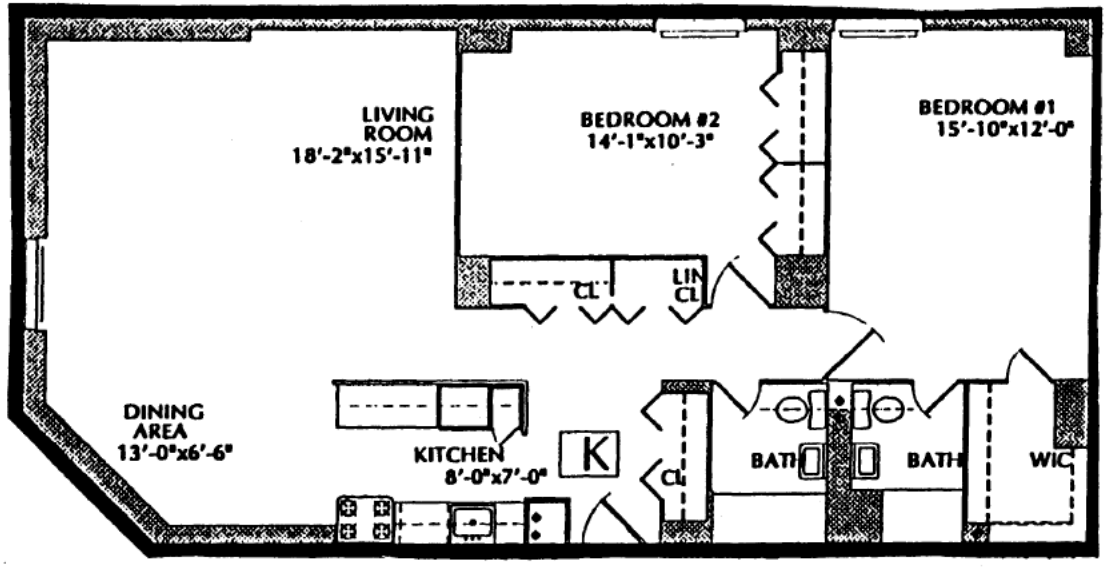



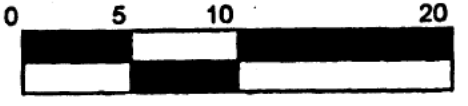



# RUPPERT TOWER

## 1601 THIRD AVENUE
## 24th - 34th FLOORS
## APARTMENT K

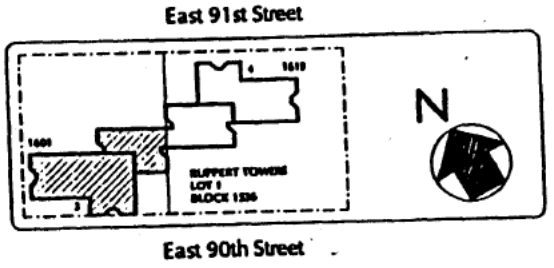


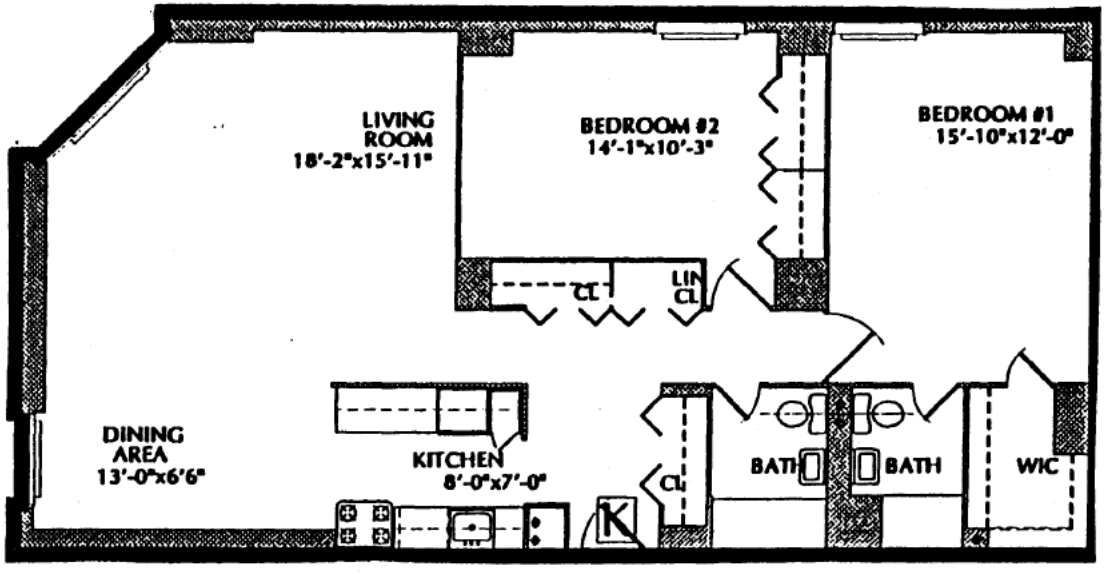



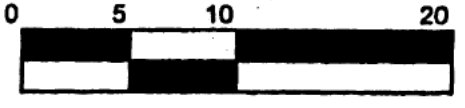



# RUPPERT TOWER

## 1601 THIRD AVENUE
## 4th - 18th FLOORS
## APARTMENT K



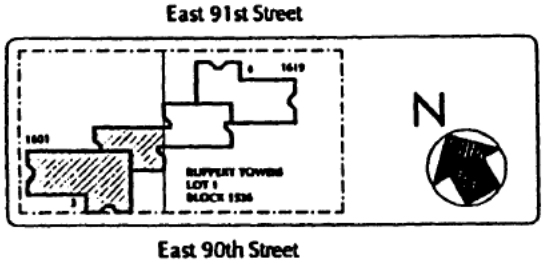



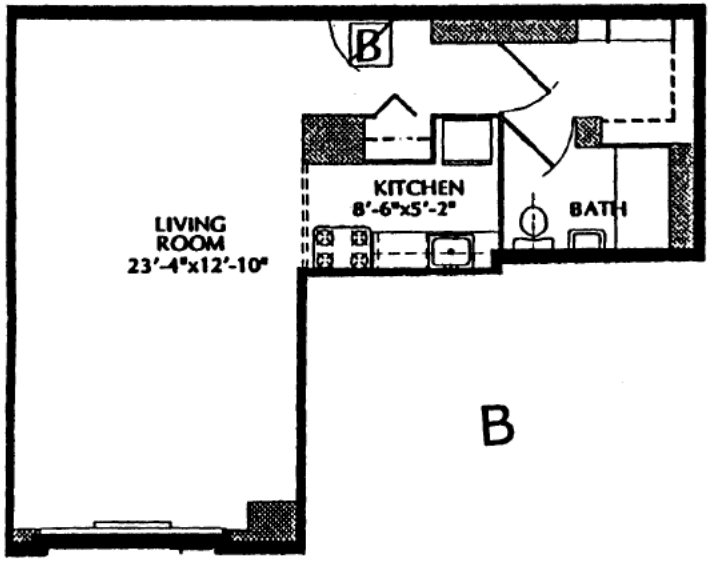




950

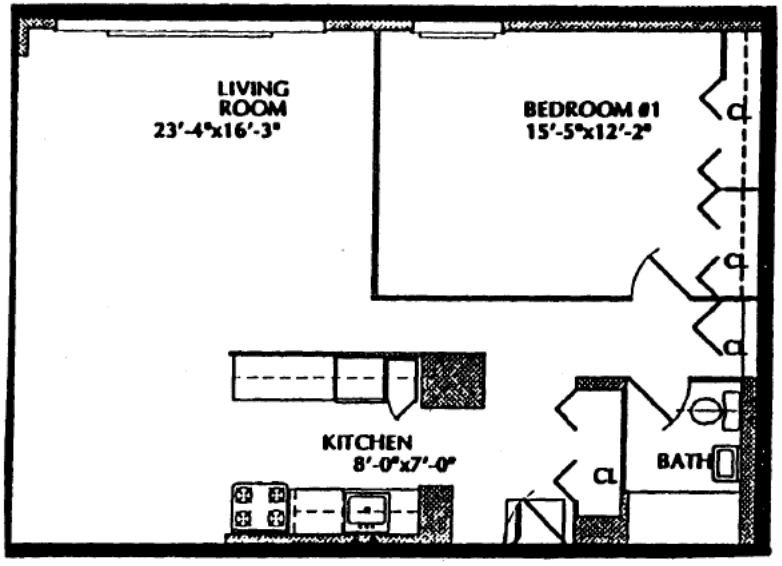
# RUPPERT TOWER

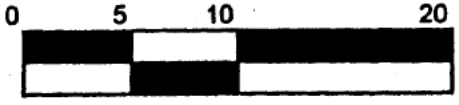
1601 THIRD AVENUE
3rd - 34th FLOORS
APARTMENT B
APARTMENT J




J

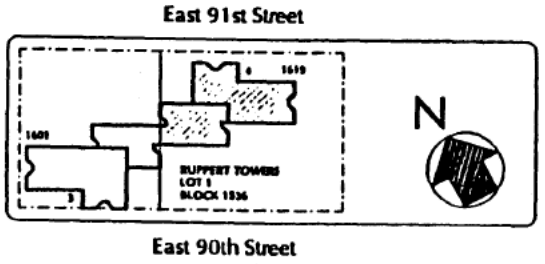


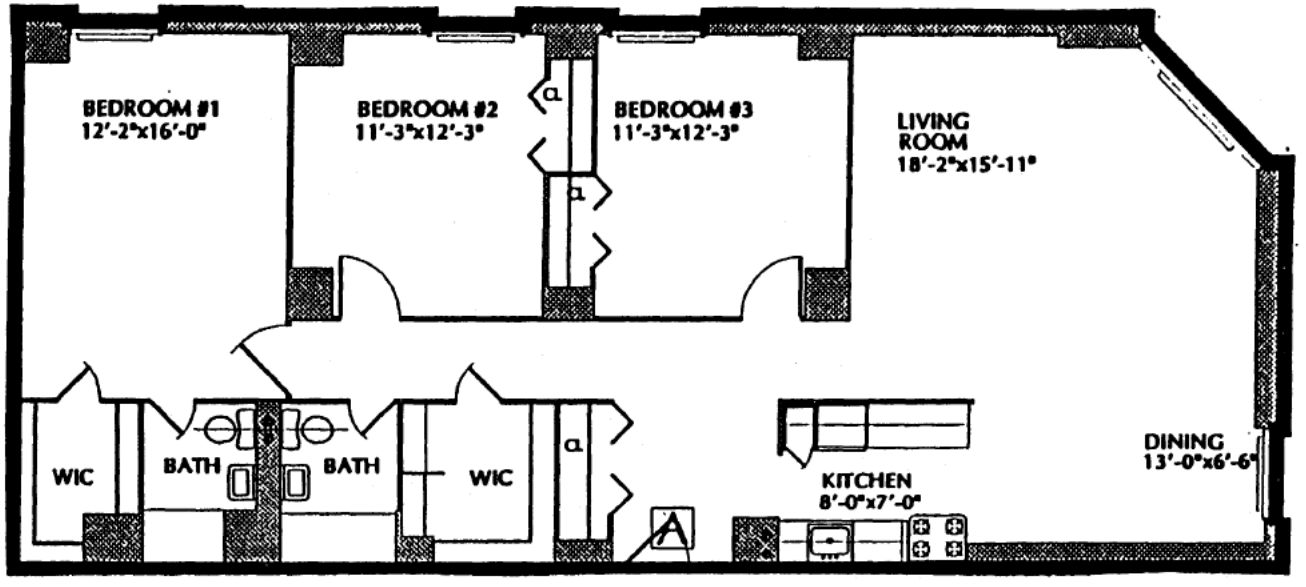



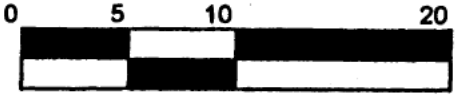

951

# RUPPERT TOWER

## 1619 THIRD AVENUE
## 2nd - 12th FLOORS
## APARTMENT A

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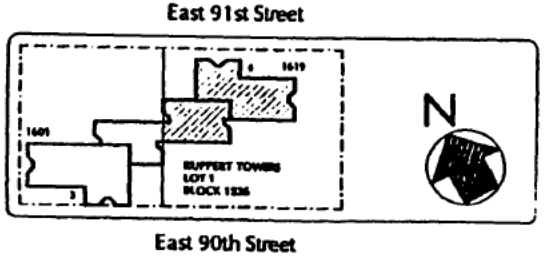
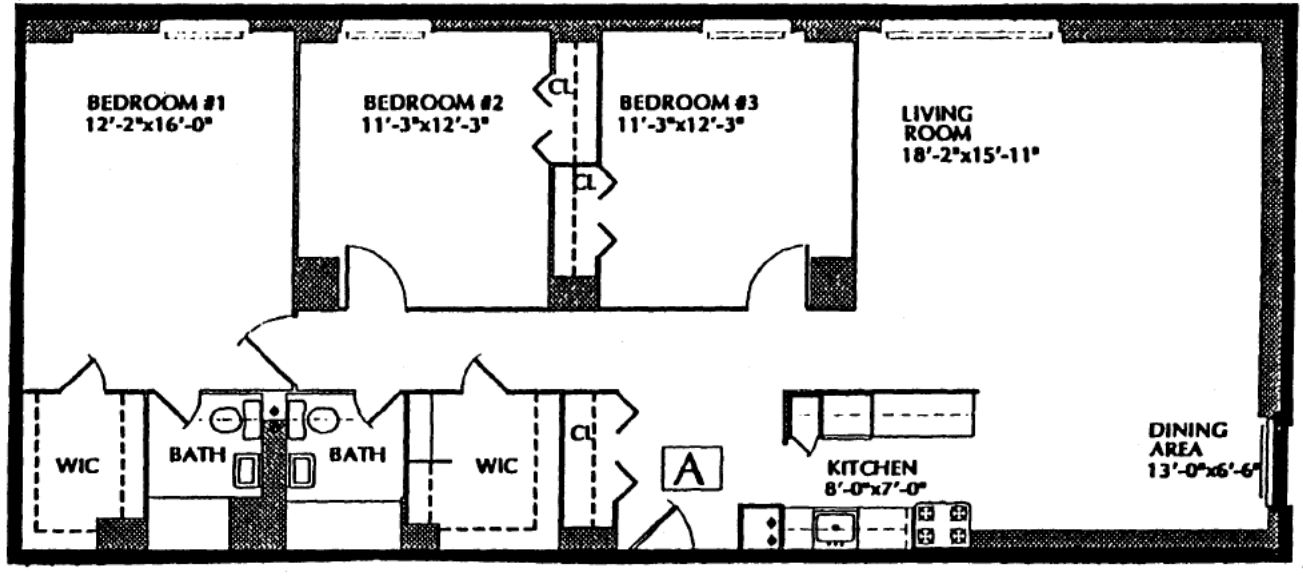
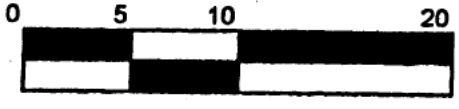



# RUPPERT TOWER

## 1619 THIRD AVENUE
## 13th - 17th FLOORS
## APARTMENT A

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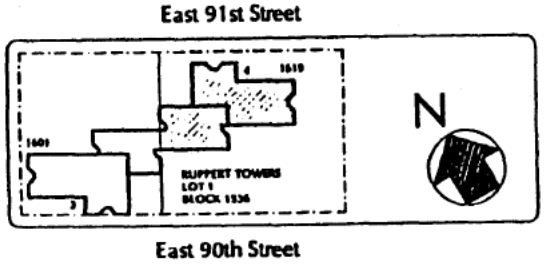
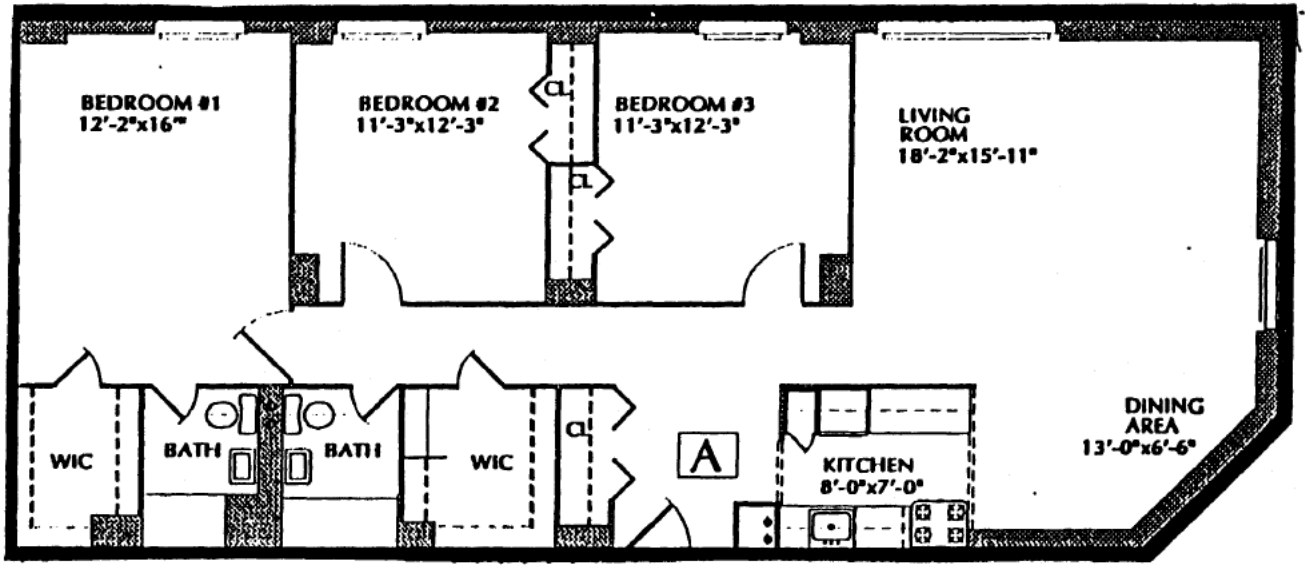
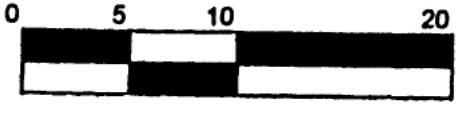



# RUPPERT TOWER

## 1619 THIRD AVENUE
## 18th - 24th FLOORS
## APARTMENT A

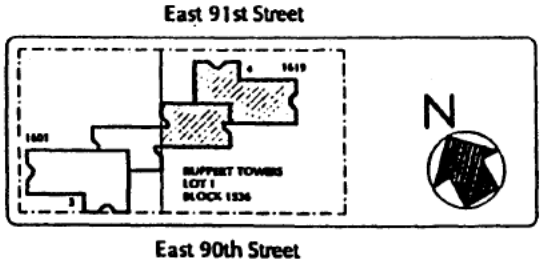


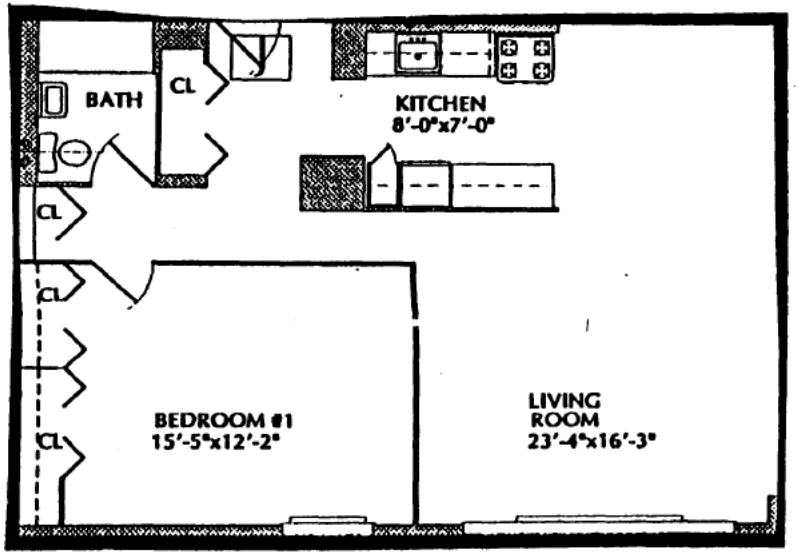

954

# RUPPERT TOWER

1619 THIRD AVENUE
1st - 24th FLOORS
APARTMENT B
APARTMENT J

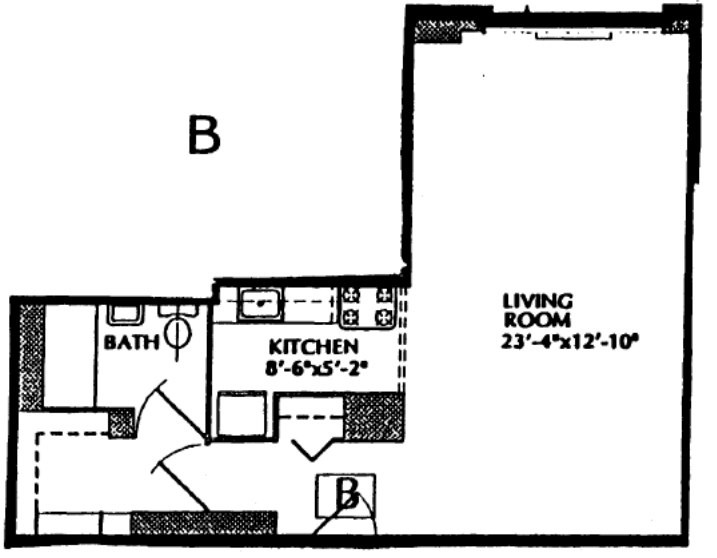


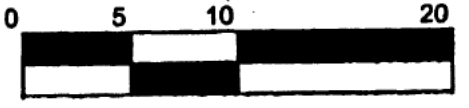

955




J

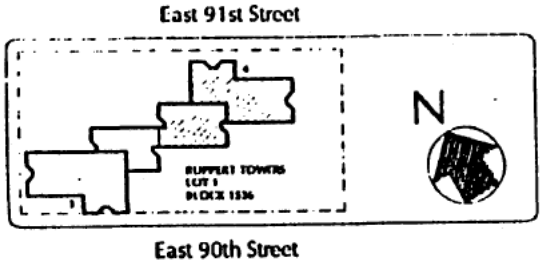
B

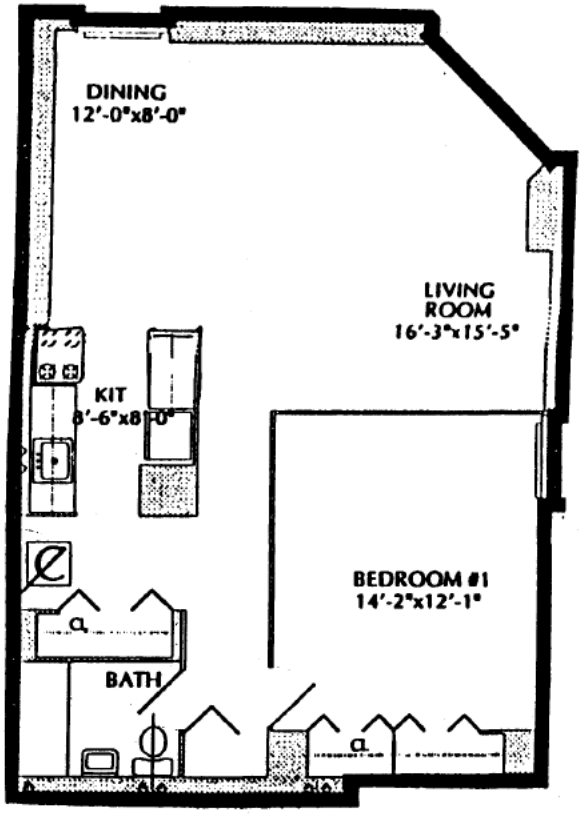


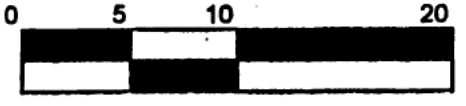



# RUPPERT TOWER

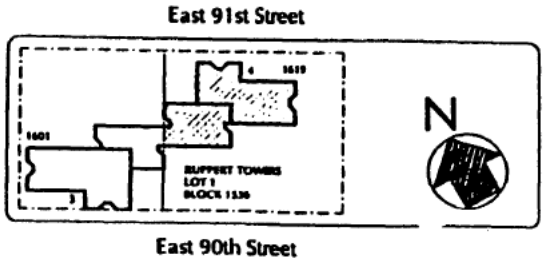
## 1619 THIRD AVENUE
## 2nd - 12th FLOORS
## APARTMENT C



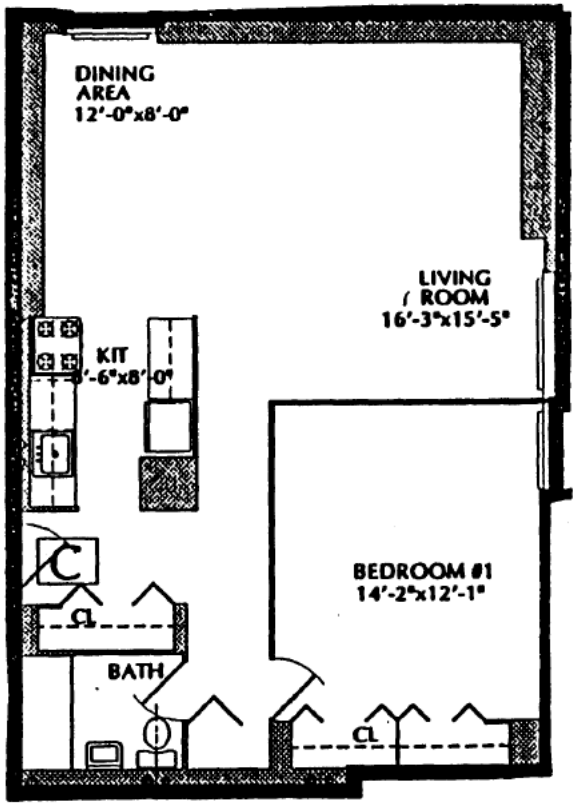



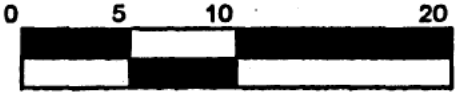

956




# RUPPERT TOWER

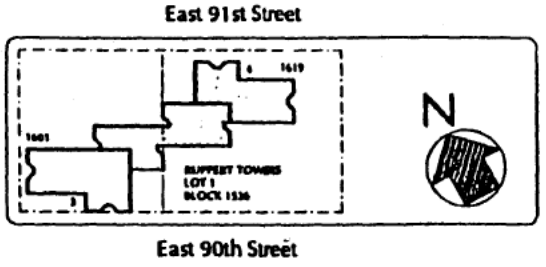
## 1619 THIRD AVENUE
## 13th - 17th FLOORS
## APARTMENT C

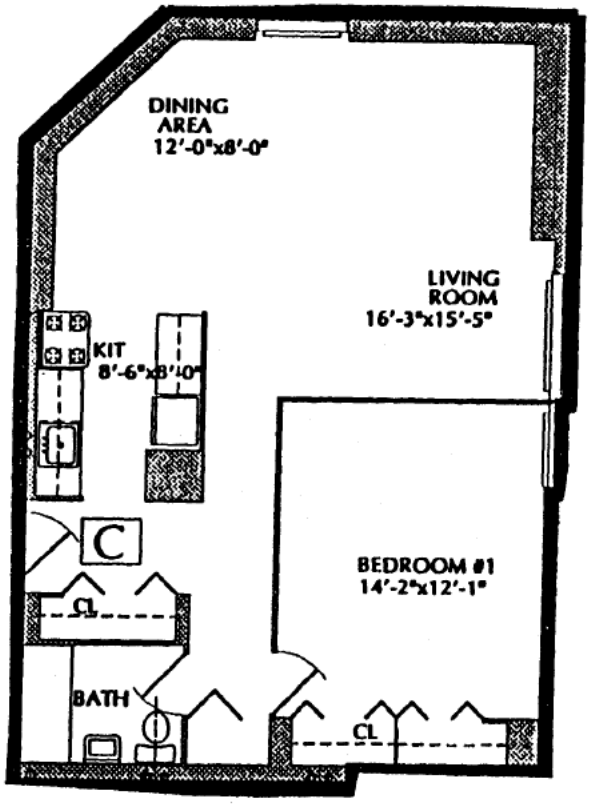


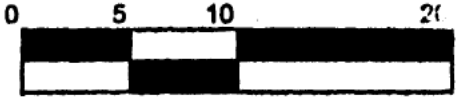



# RUPPERT TOWER

## 1619 THIRD AVENUE
## 18th - 24th FLOORS
## APARTMENT C



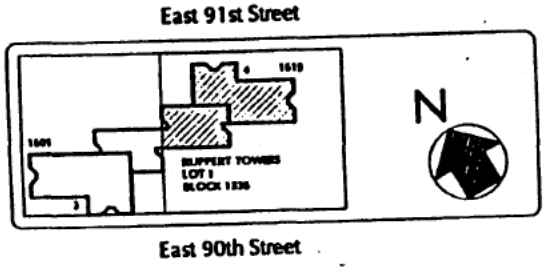



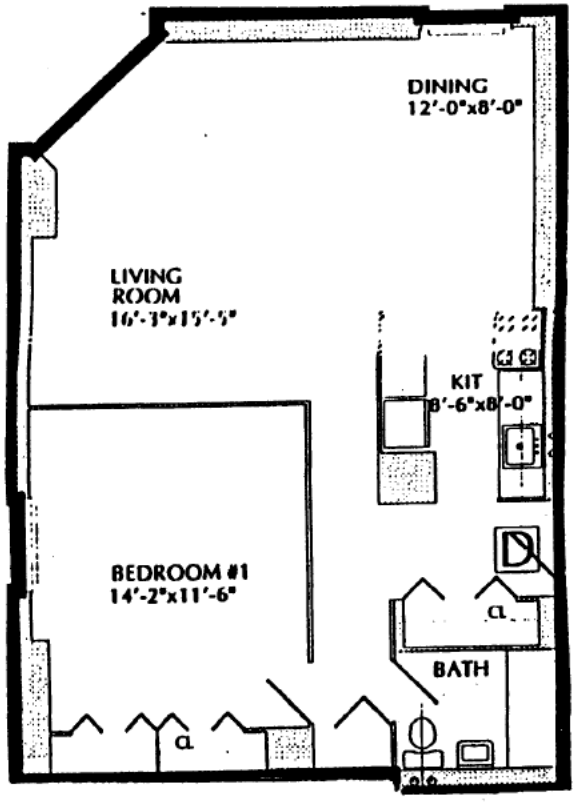




958

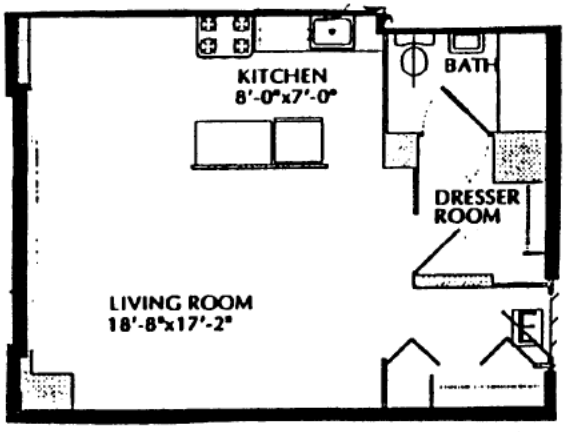
# RUPPERT TOWER

1619 THIRD AVENUE
4th - 12th FLOORS
APARTMENT D
APARTMENT E

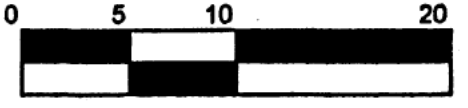



D



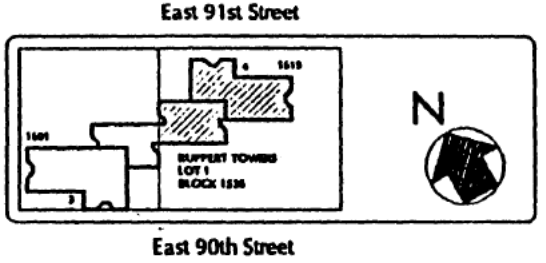

E

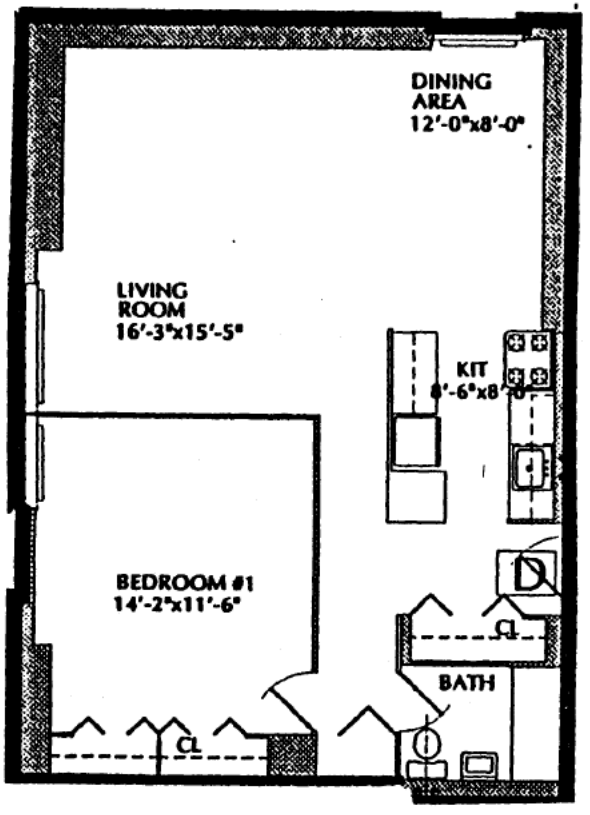



959

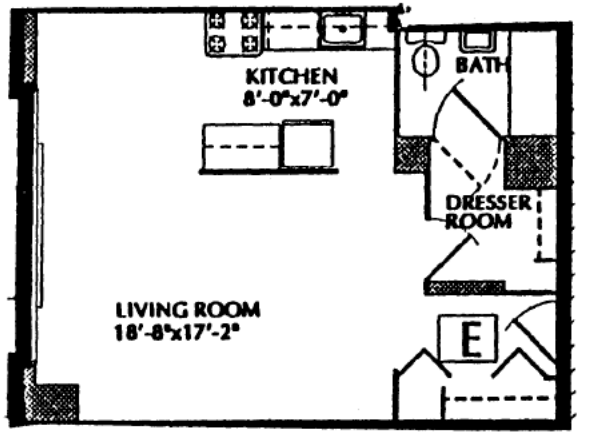
# RUPPERT TOWER

1619 THIRD AVENUE
13th - 17th FLOORS
APARTMENT D
APARTMENT E

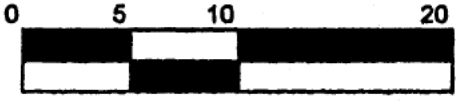



D



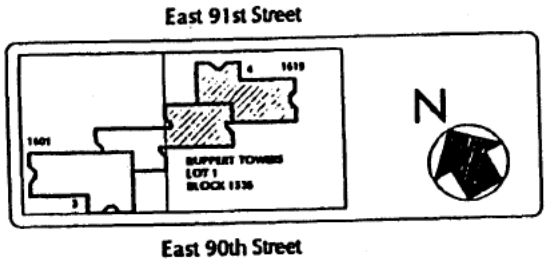

E

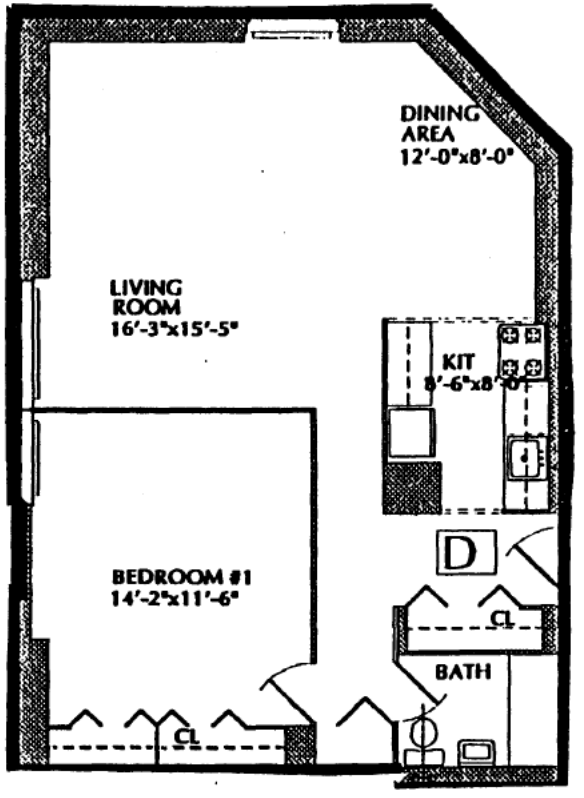



960

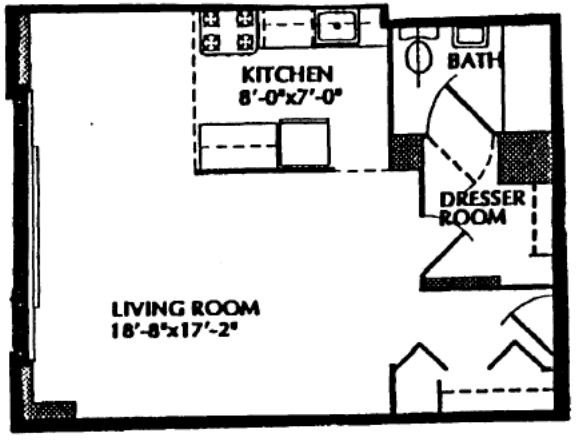
# RUPPERT TOWER

1619 THIRD AVENUE
18th - 24th FLOORS
APARTMENT D
APARTMENT E

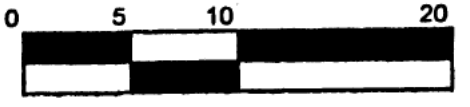



D



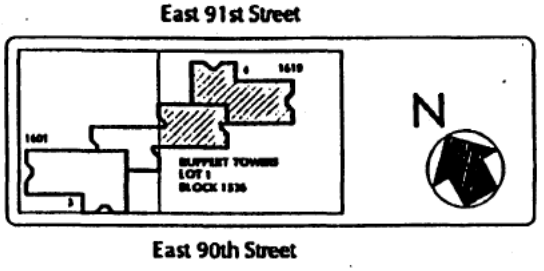

E

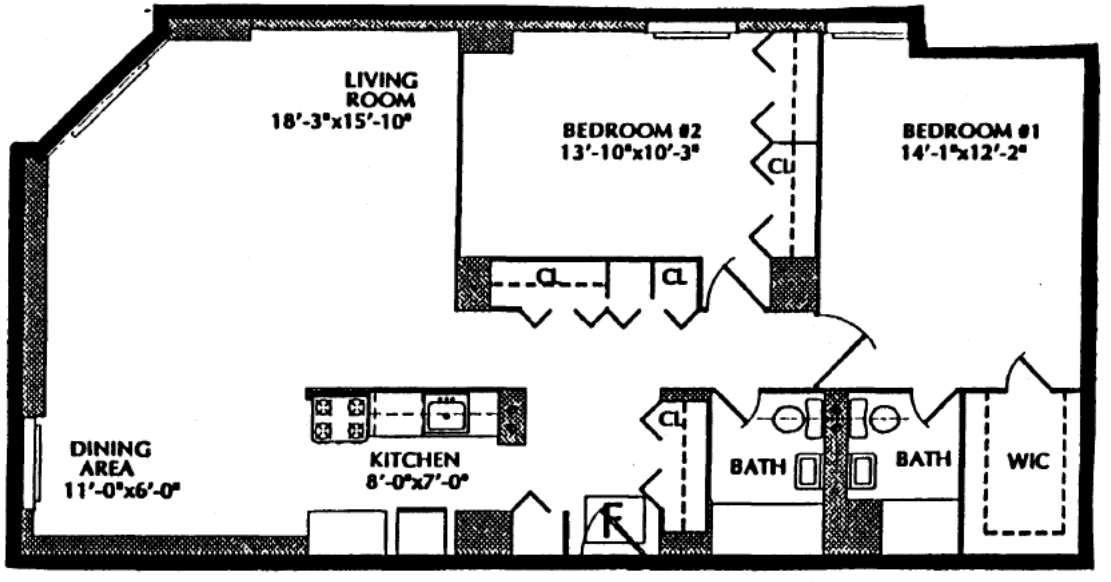


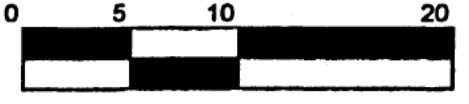

961

# RUPPERT TOWER

## 1619 THIRD AVENUE
## 4th - 14th FLOORS
## APARTMENT F



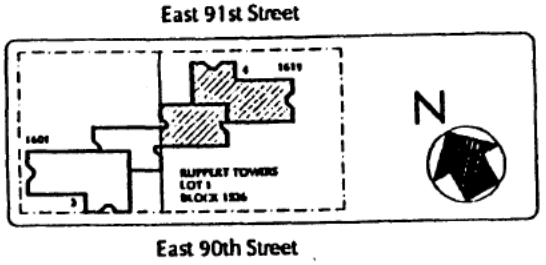



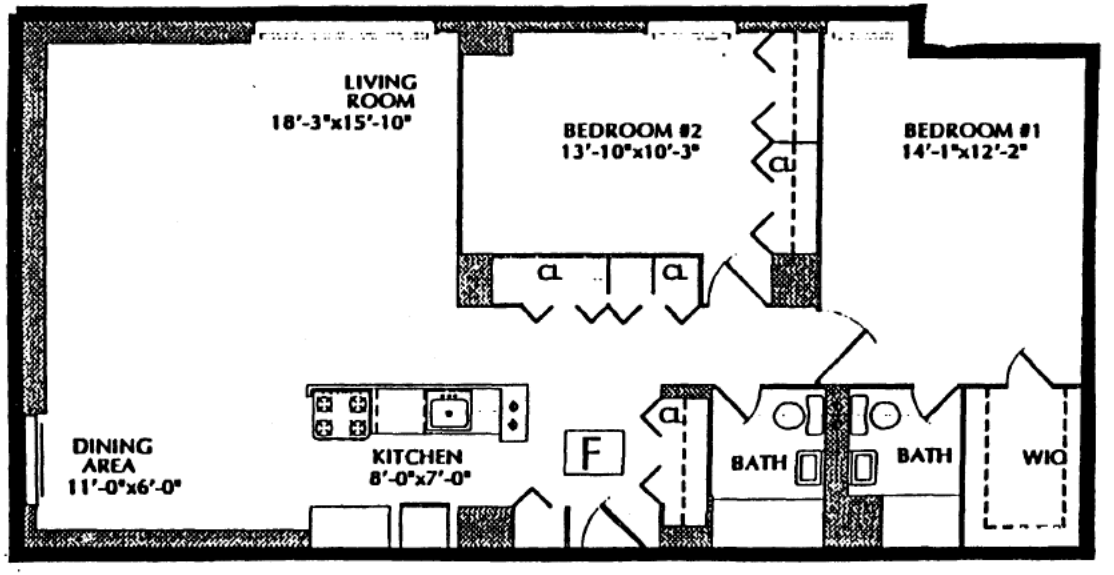



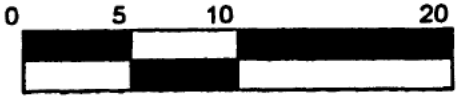

962

# RUPPERT TOWER

## 1619 THIRD AVENUE
## 15th - 19th FLOORS
## APARTMENT F



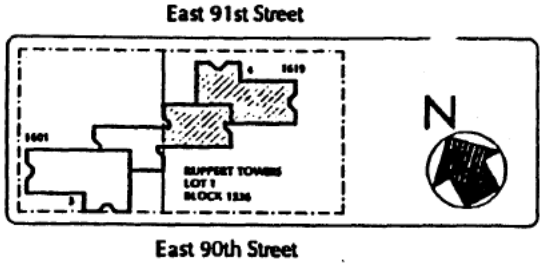



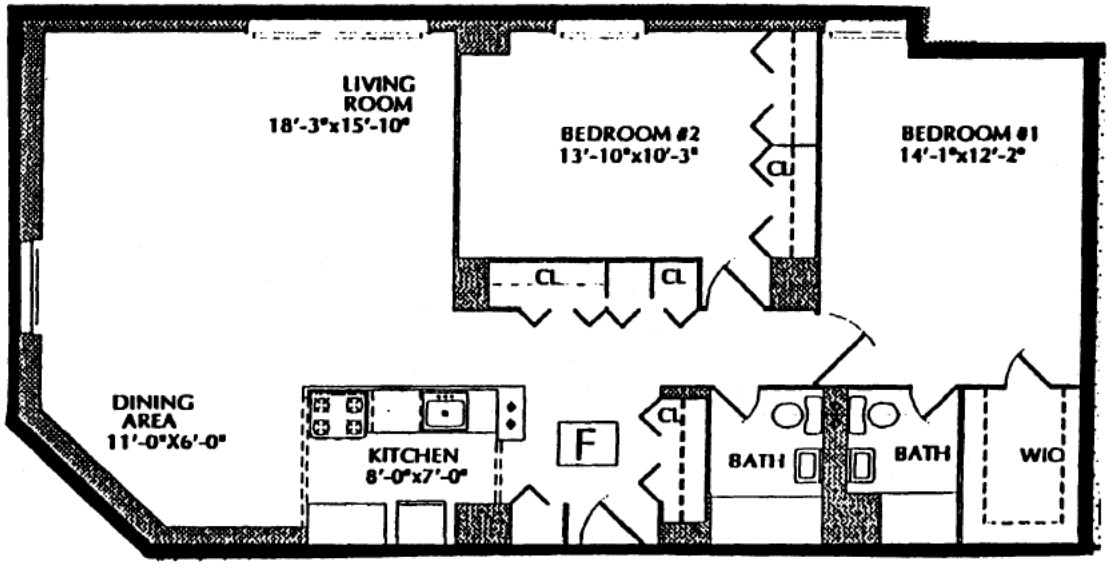



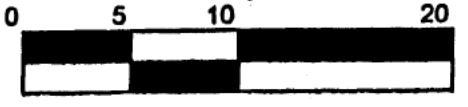

963

# RUPPERT TOWER

1619 THIRD AVENUE
20th - 29th FLOORS
APARTMENT F



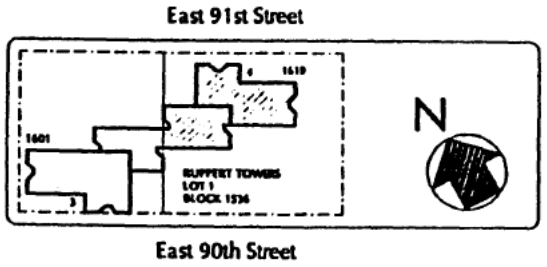



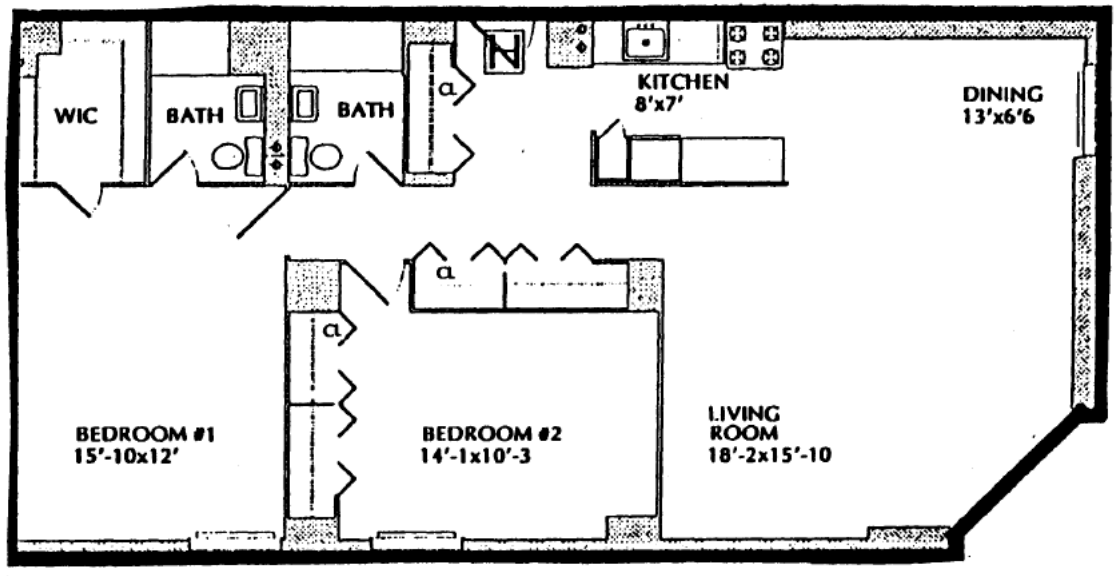



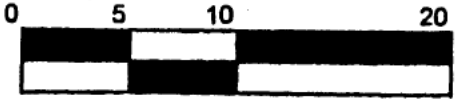

964

# RUPPERT TOWER

## 1619 THIRD AVENUE
## 3rd - 14th FLOORS
## APARTMENT H

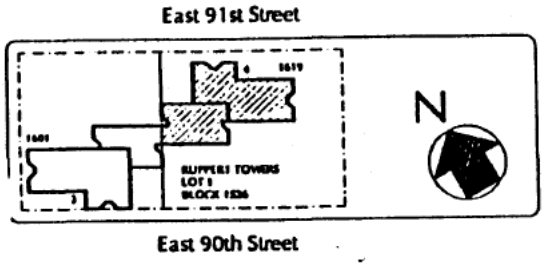


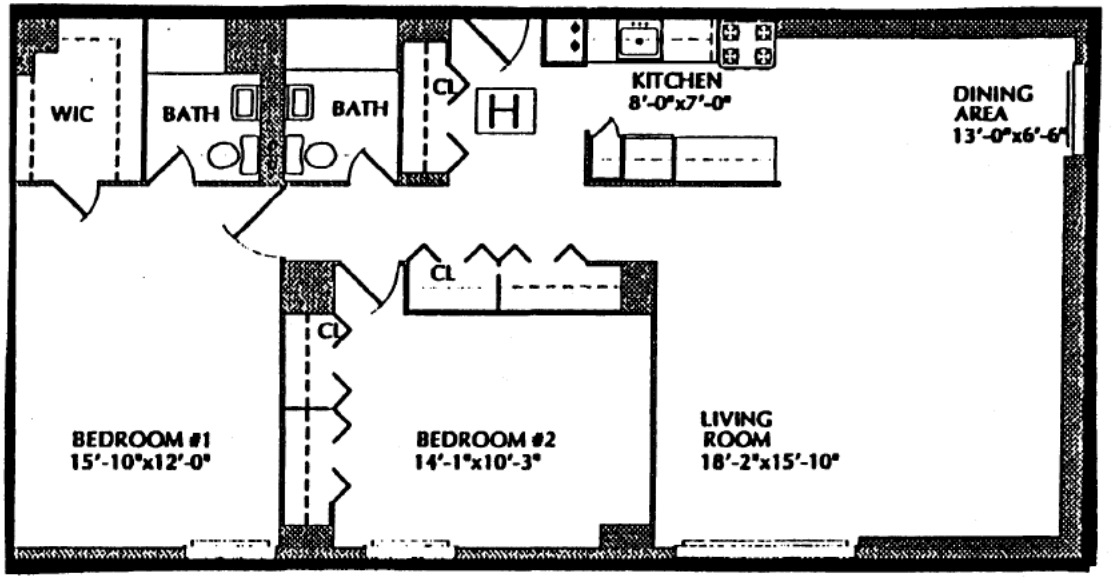



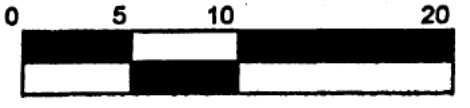



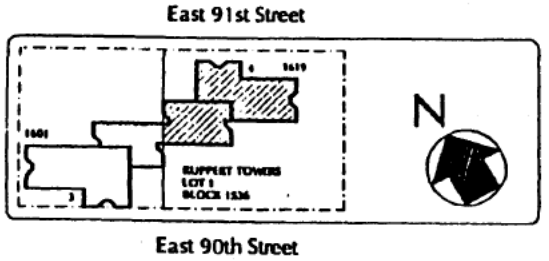
# RUPPERT TOWER

1619 THIRD AVENUE
15th - 19th FLOORS
APARTMENT H



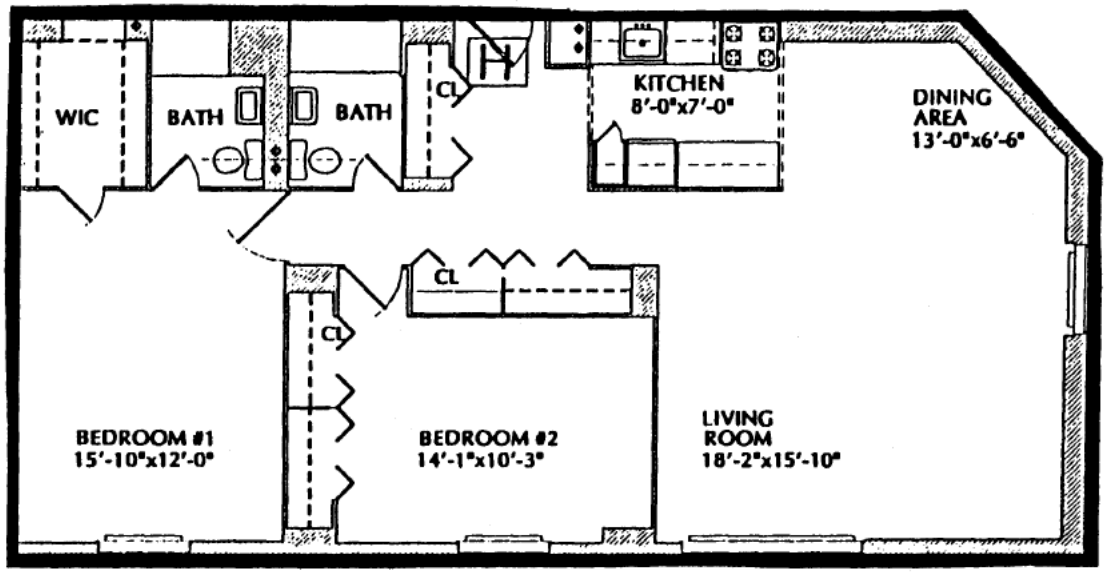



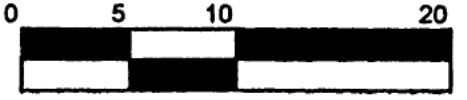






# RUPPERT TOWER

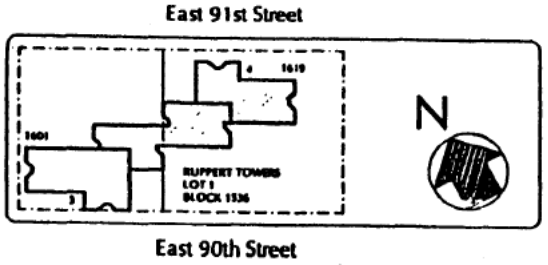
## 1619 THIRD AVENUE
## 20th - 29th FLOORS
## APARTMENT H

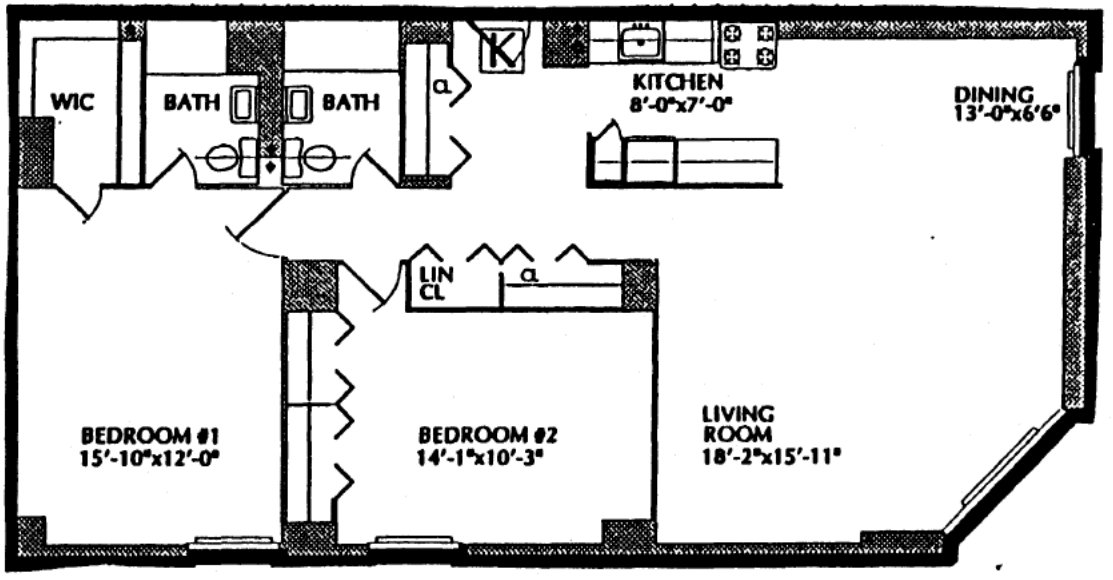


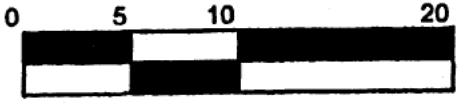



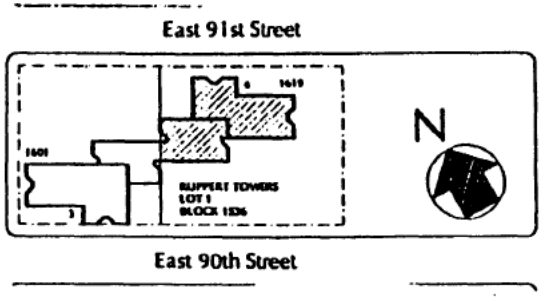
# RUPPERT TOWER

1619 THIRD AVENUE
2nd - 12th FLOORS
APARTMENT K



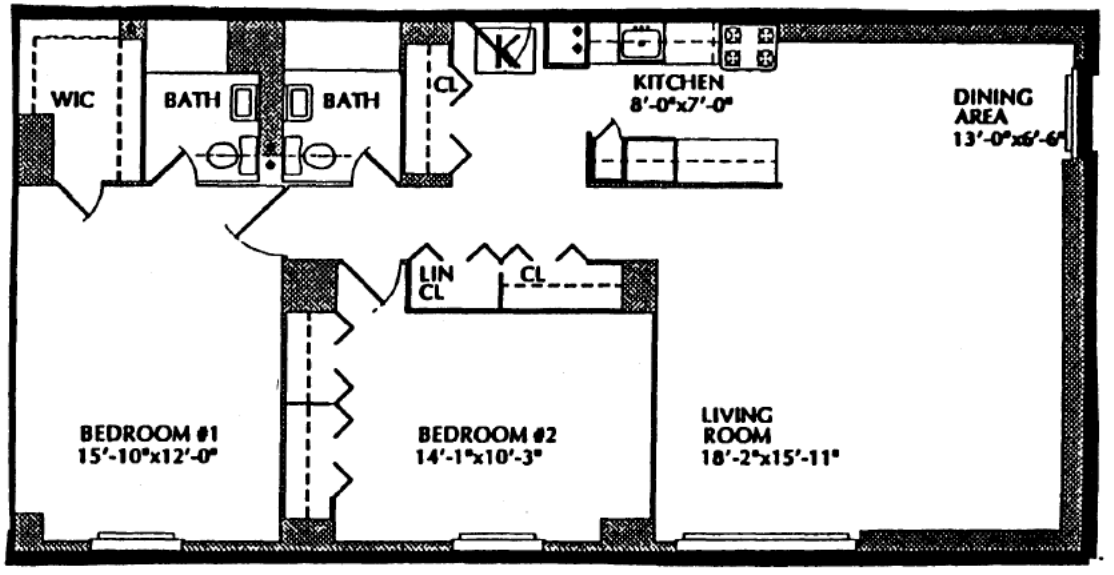



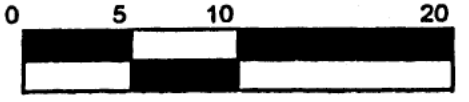






# RUPPERT TOWER

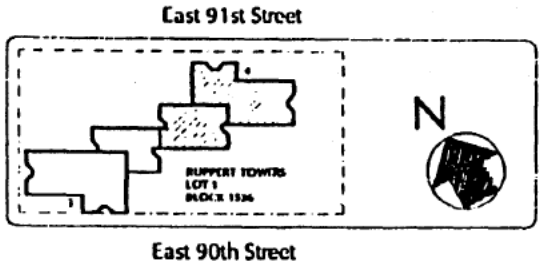
## 1619 THIRD AVENUE
## 13th - 17th FLOORS
## APARTMENT K

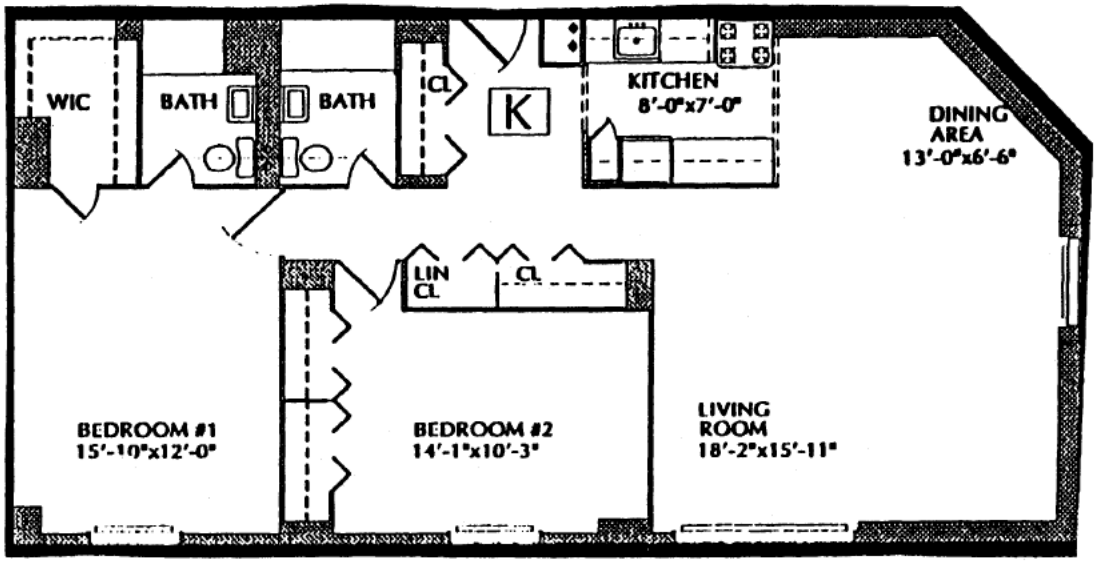


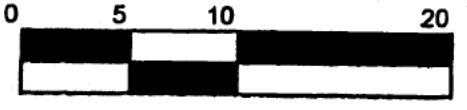



# RUPPERT TOWER

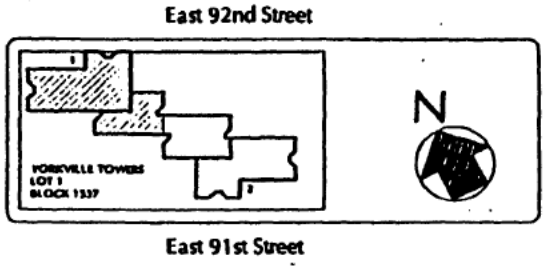
1619 THIRD AVENUE
18th - 24th FLOORS
APARTMENT K



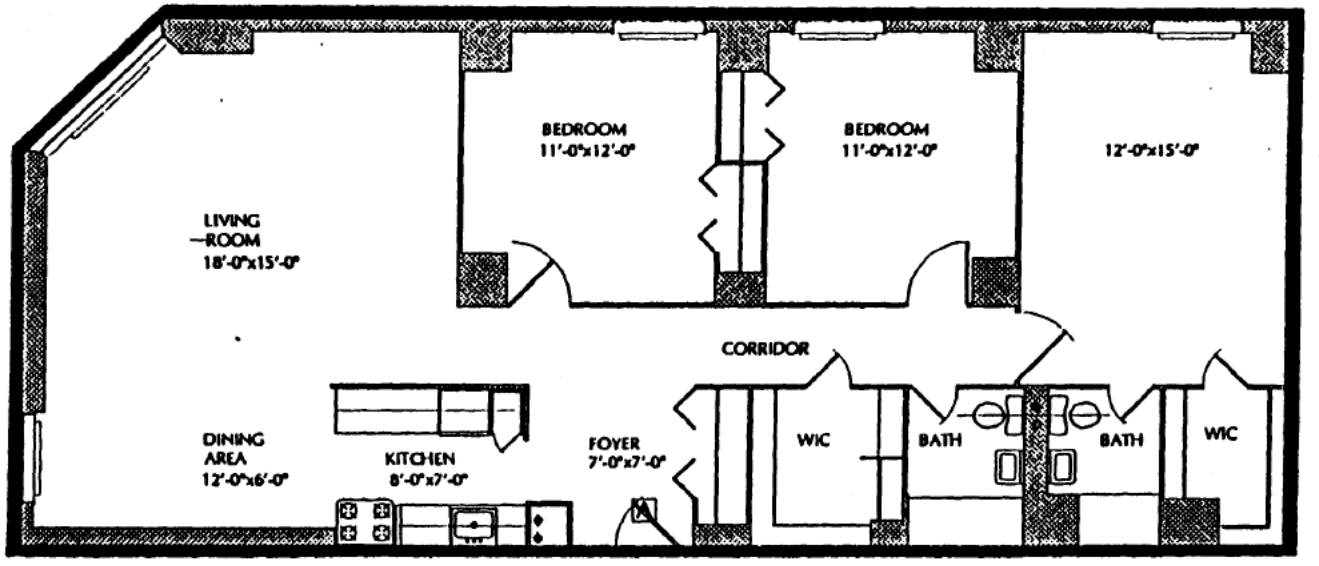



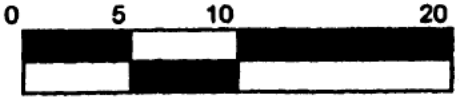

970



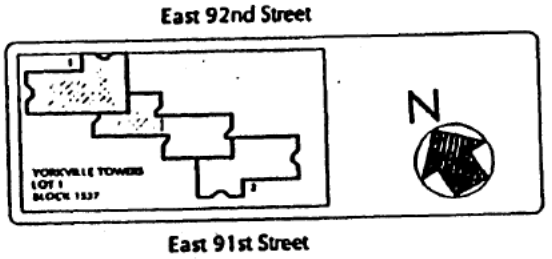

# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 4th - 23th FLOORS
## APARTMENT A



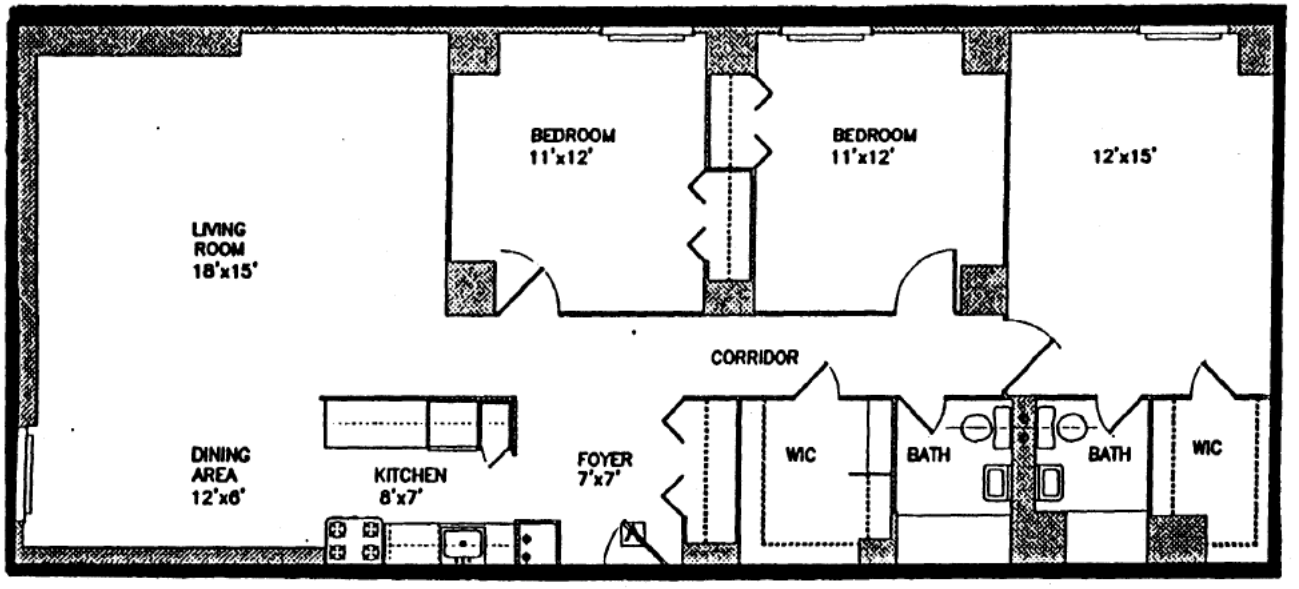



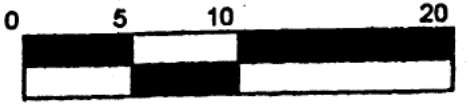

971

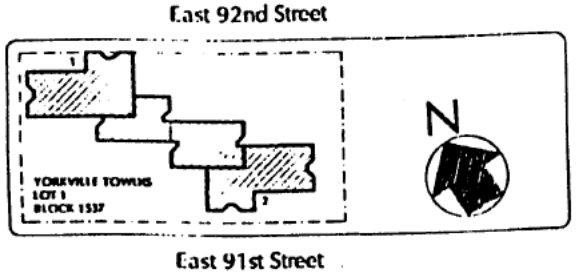



# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 24th - 28th FLOORS
## APARTMENT A

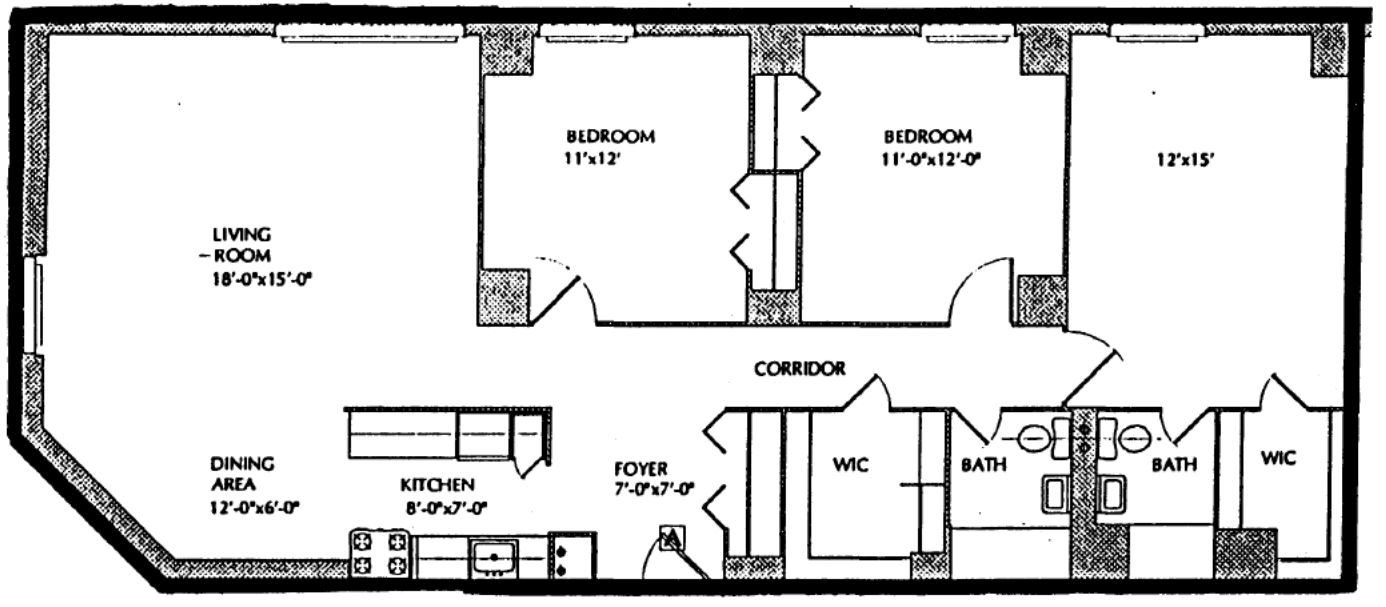


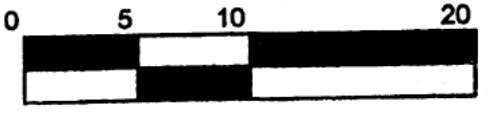





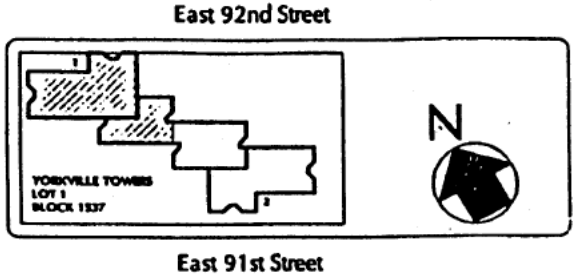

# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 29th - 42nd FLOORS
## APARTMENT A



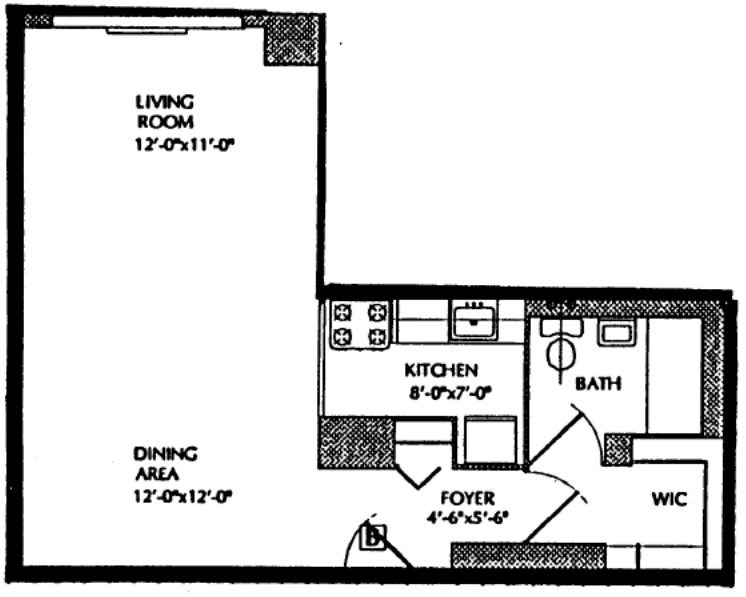

973



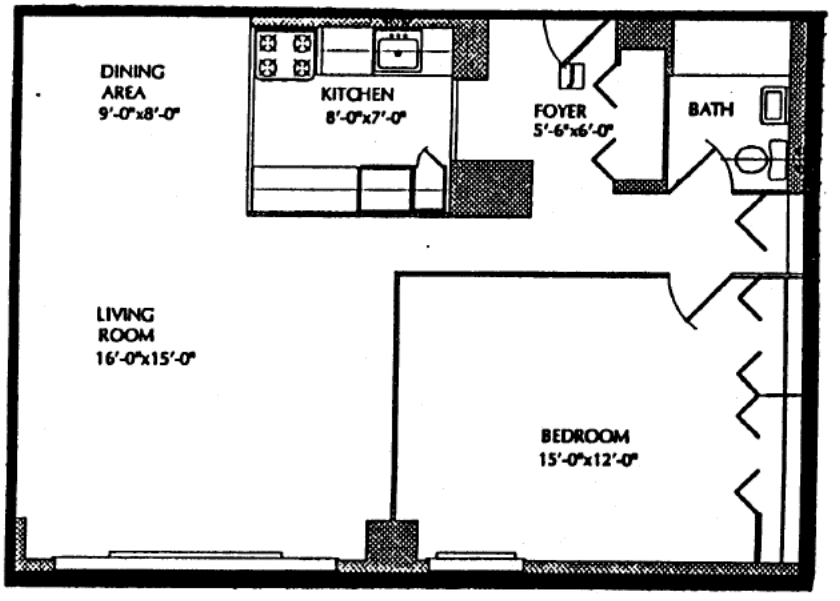

# YORKVILLE TOWER

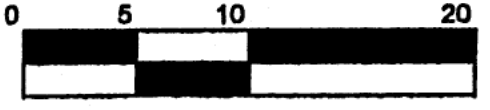
## 1623 THIRD AVENUE
## 3rd - 42nd FLOORS
## APARTMENT B
## APARTMENT J

B




J

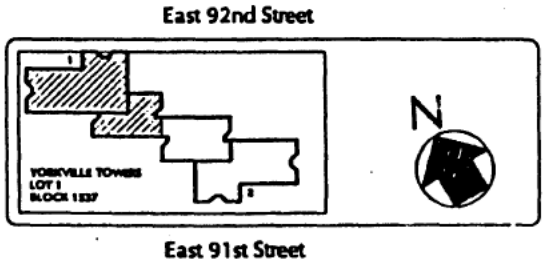


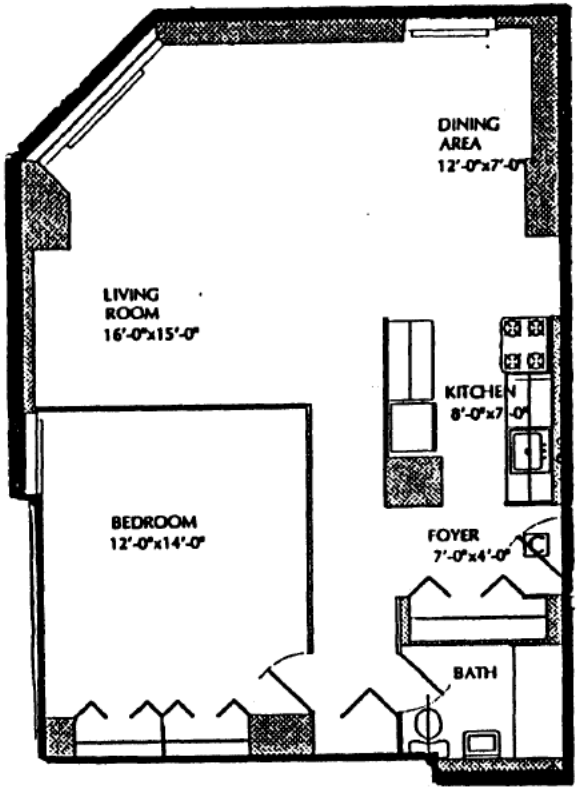

974

# YORKVILLE TOWER

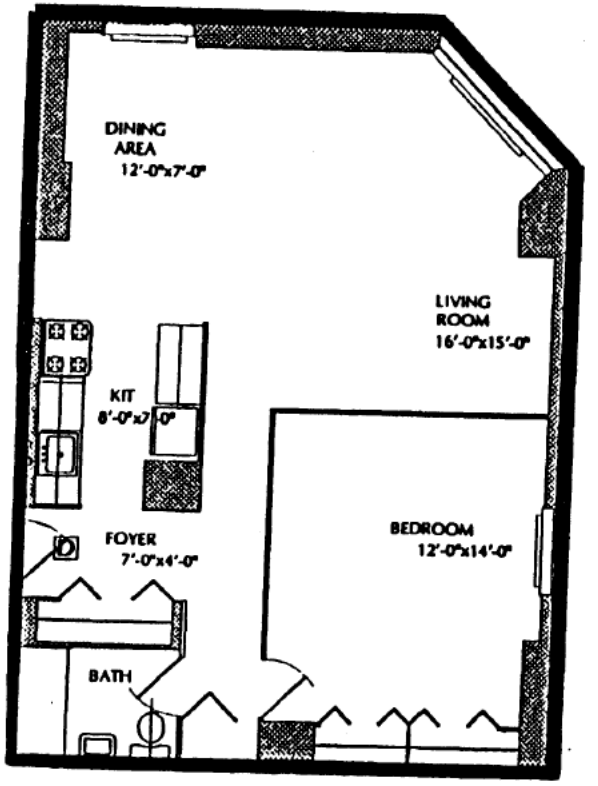
1623 THIRD AVENUE
4th - 23rd FLOORS
APARTMENT C
APARTMENT D

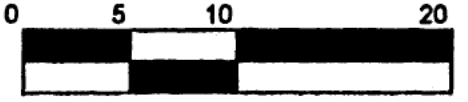



C




D

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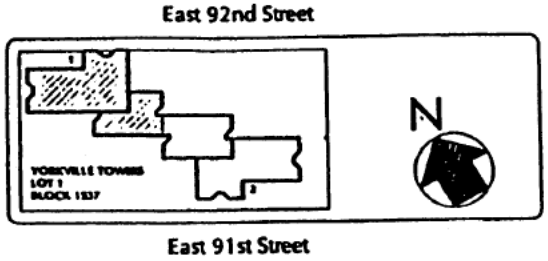
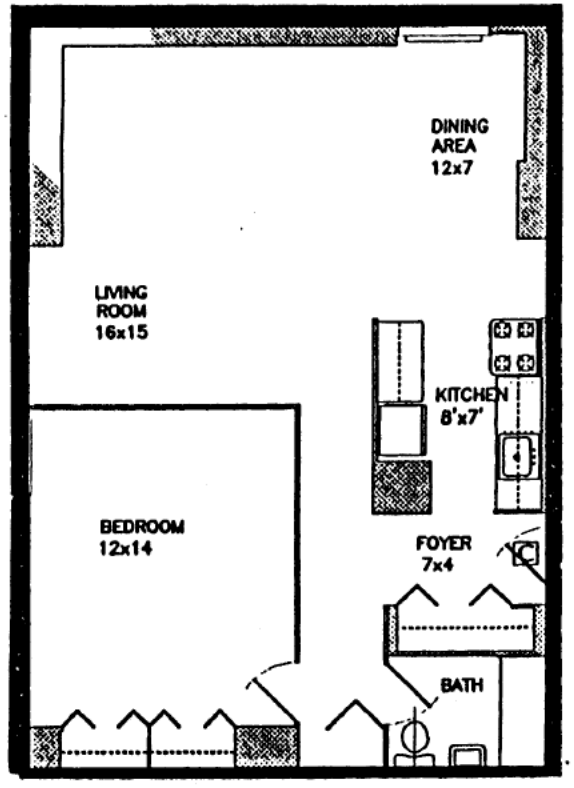
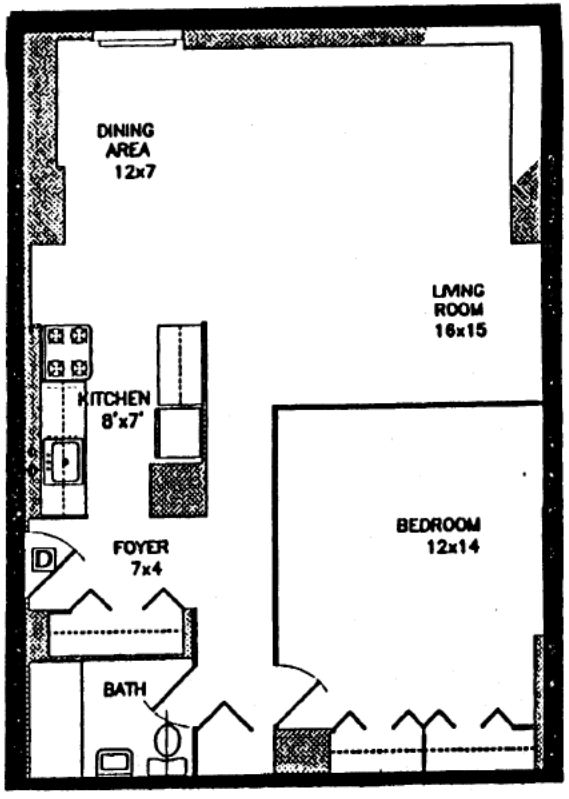
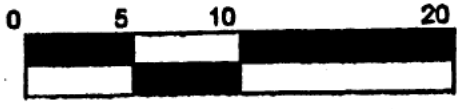



# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 24th - 28th FLOORS
## APARTMENT C
## APARTMENT D



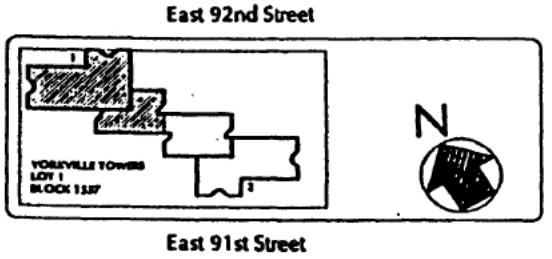



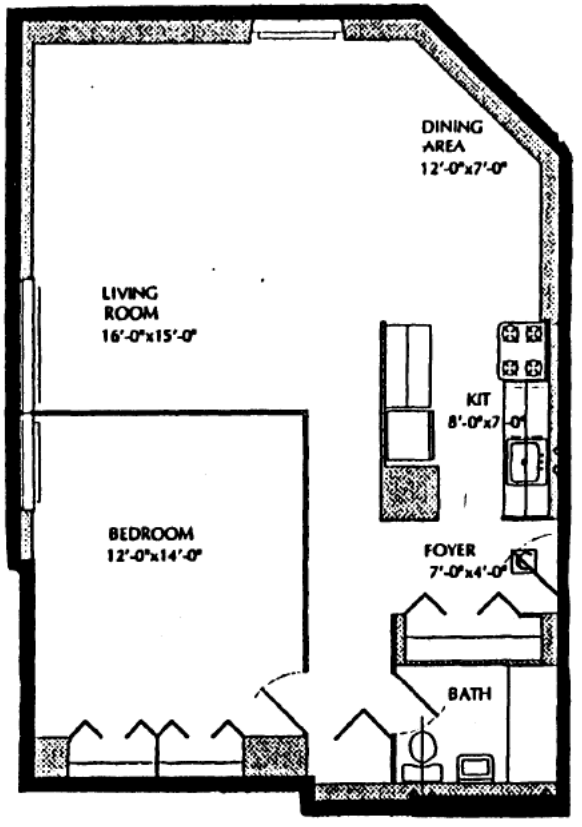

976

# YORKVILLE TOWER

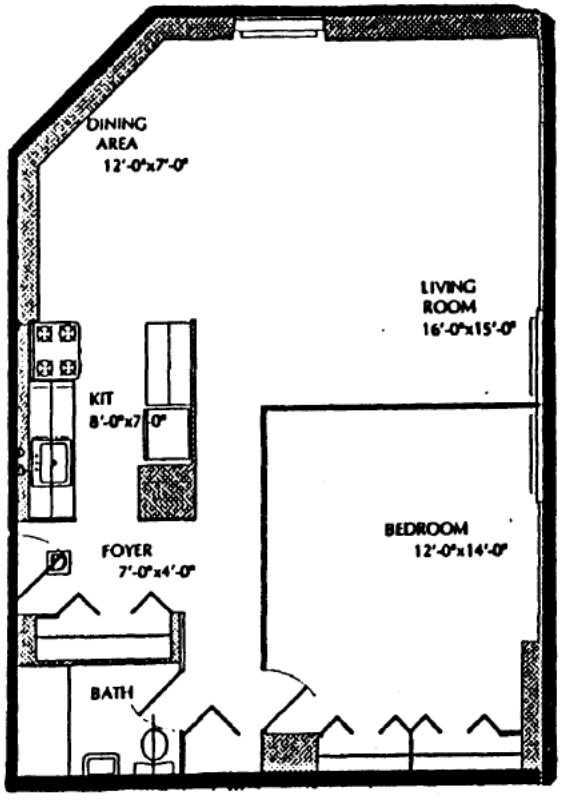
## 1623 THIRD AVENUE
## 29th - 42nd FLOORS
## APARTMENT C
## APARTMENT D

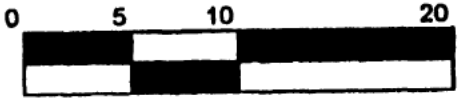



C




D

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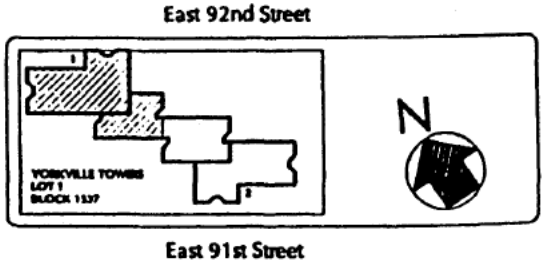
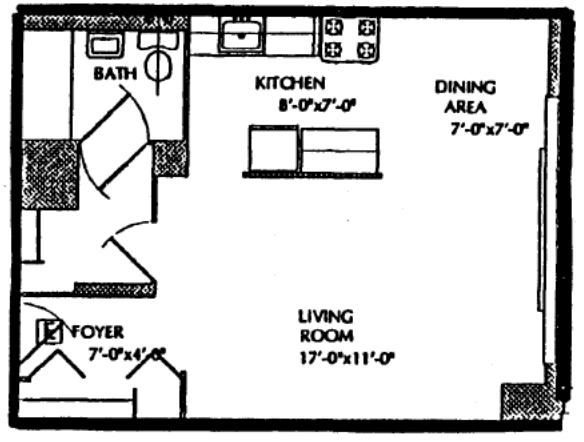


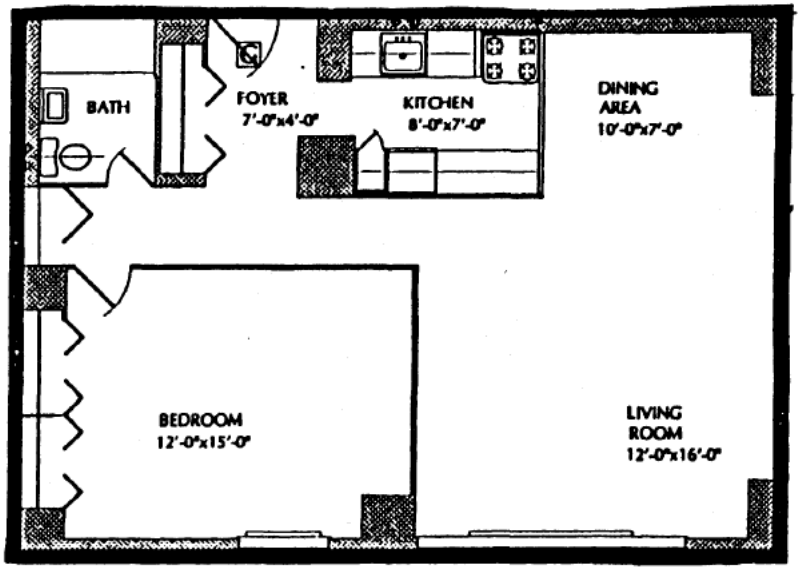

# YORKVILLE TOWER

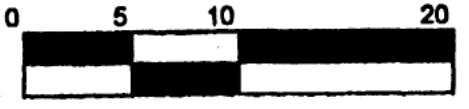
## 1623 THIRD AVENUE
## 4th - 37th FLOORS
## APARTMENT E
## APARTMENT G

E

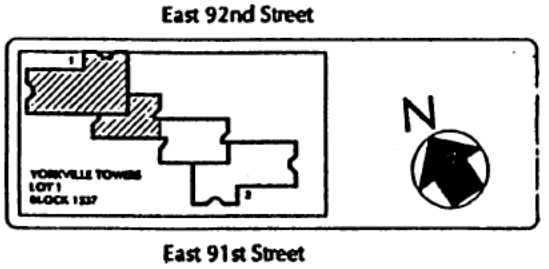



G



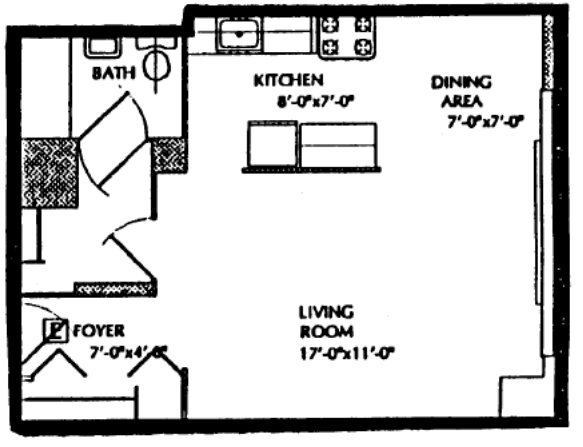



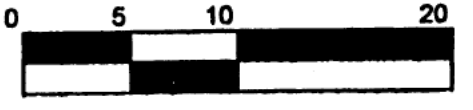

978

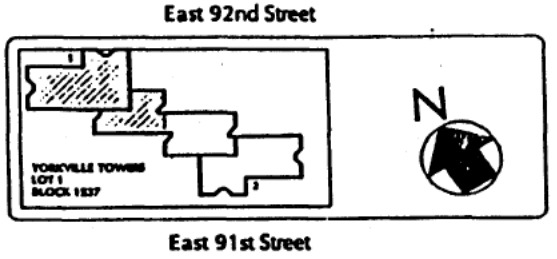



# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 38th - 42nd FLOORS
## APARTMENT E

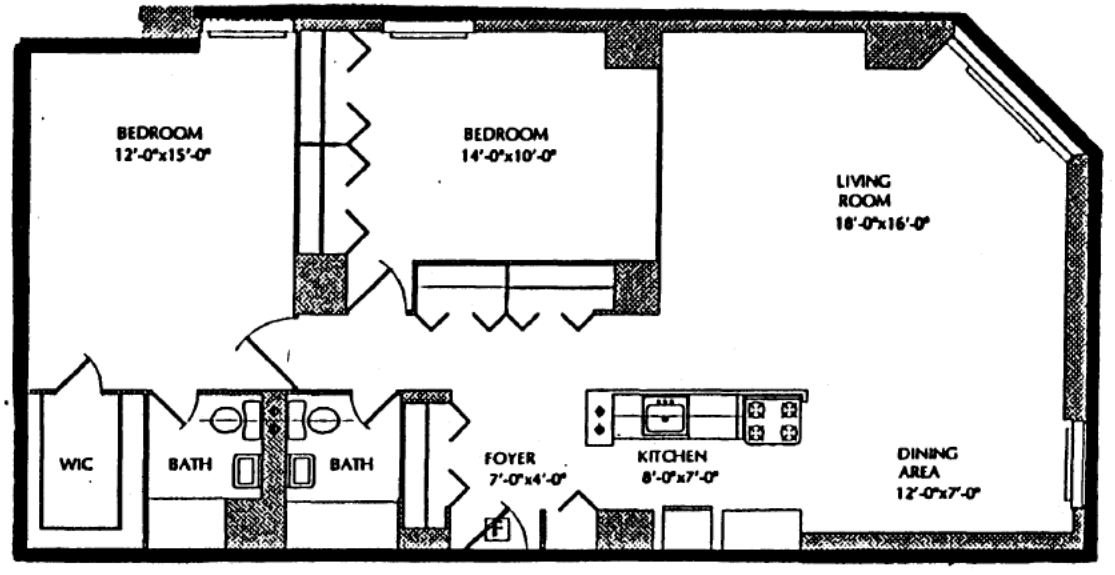


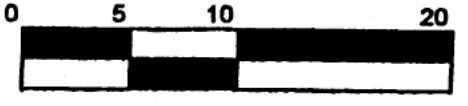





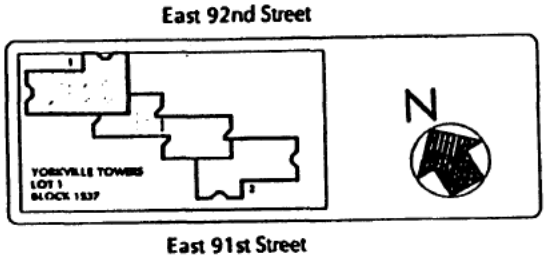

# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 4th - 21st FLOORS
## APARTMENT F



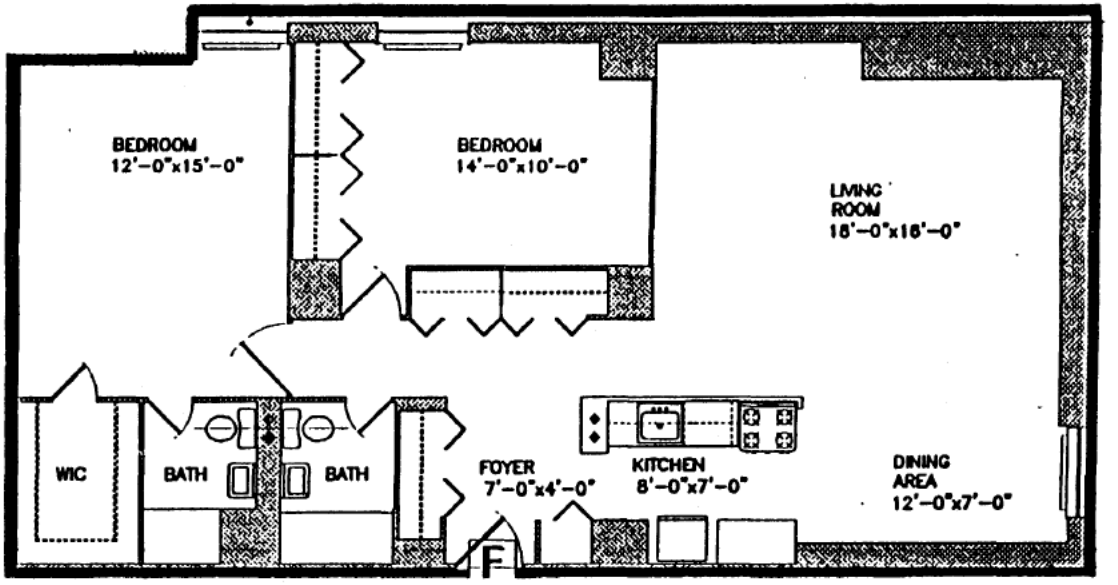



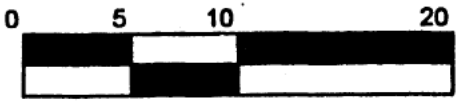

980

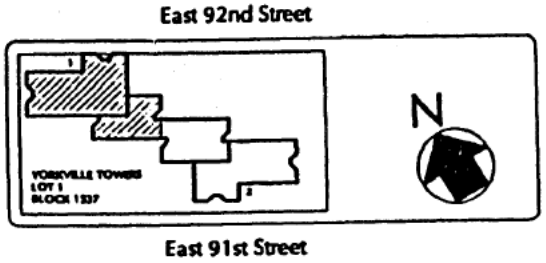



# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 22nd - 26th FLOORS
## APARTMENT F

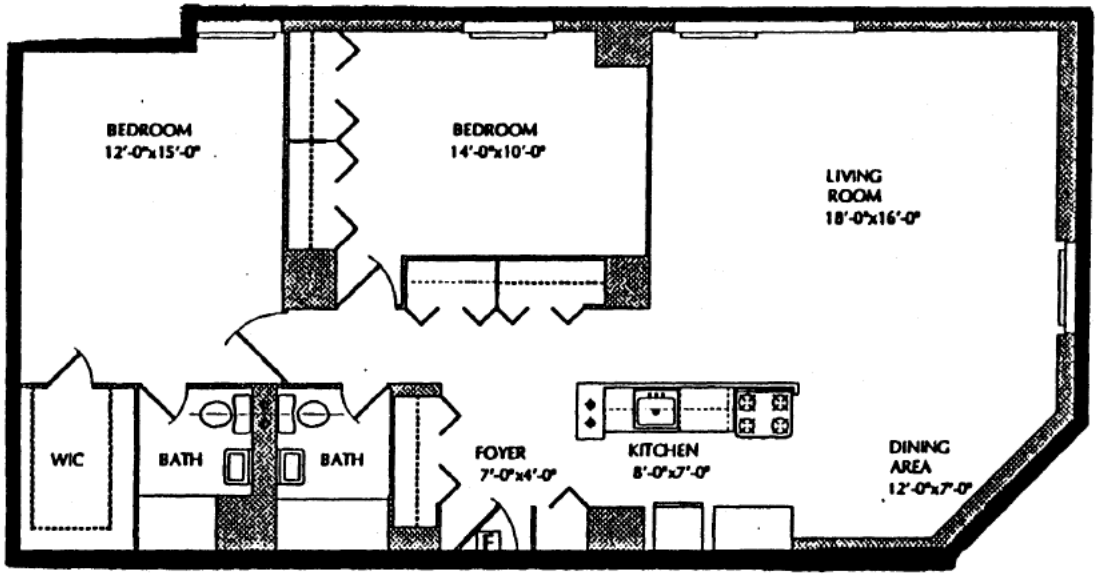


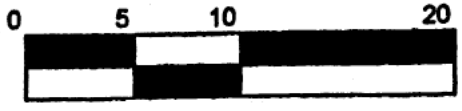



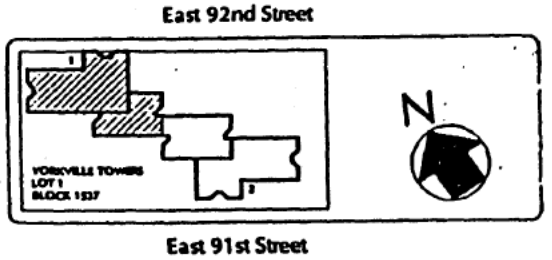



# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 27th - 37th FLOORS
## APARTMENT F

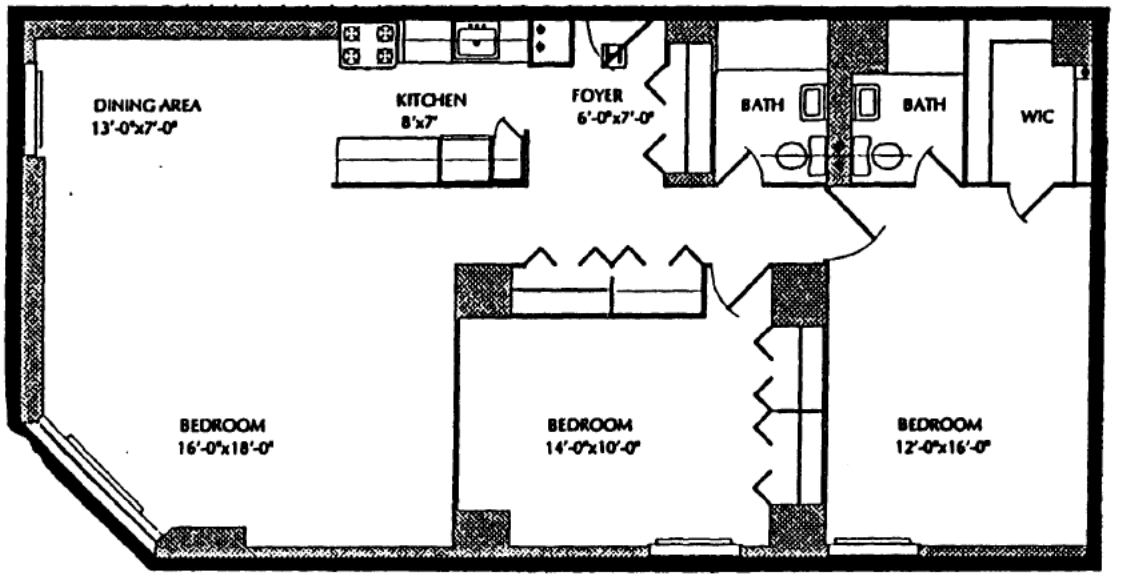


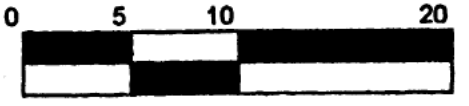






# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 4th - 21st FLOORS
## APARTMENT H

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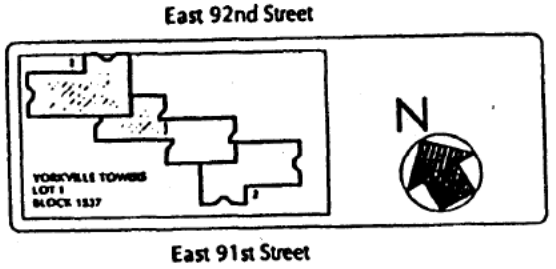
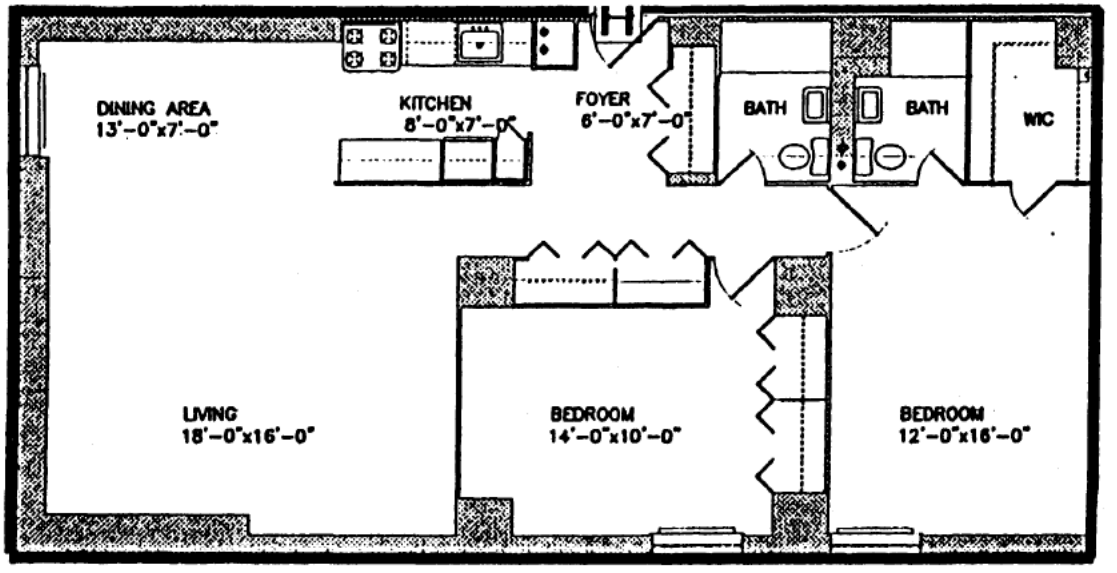
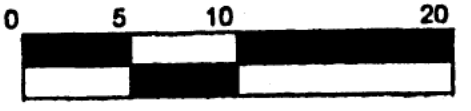



# YORKVILLE TOWER

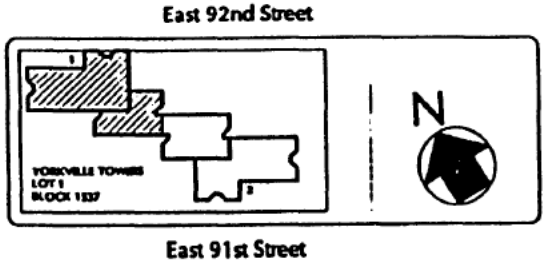
## 1623 THIRD AVENUE
## 22nd - 26th FLOORS
## APARTMENT H

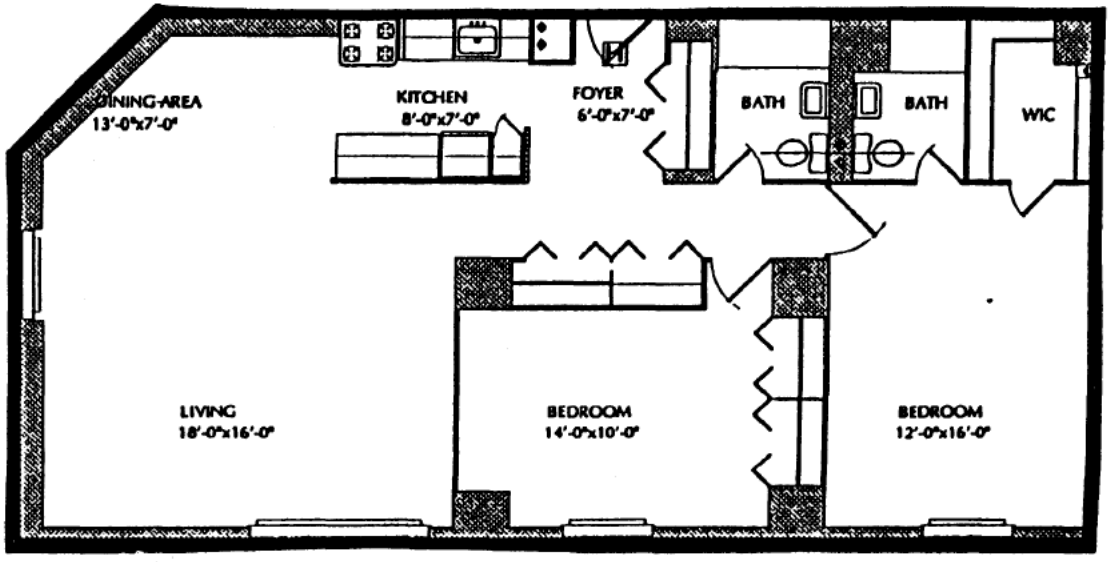


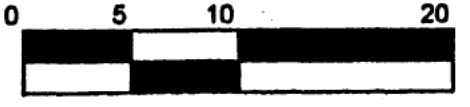



# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 27th - 37th FLOORS
## APARTMENT H

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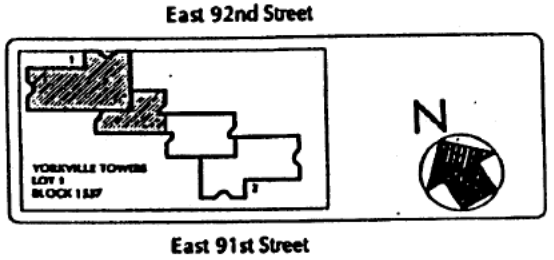
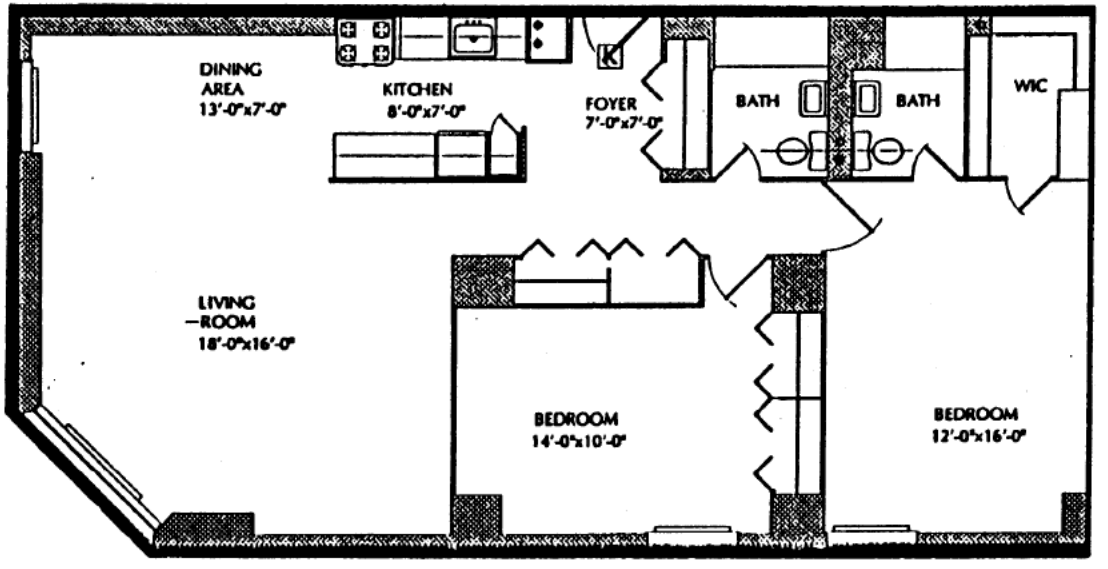
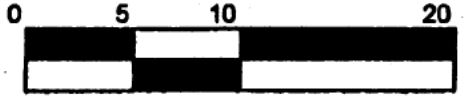



# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 4th - 23rd FLOORS
## APARTMENT K

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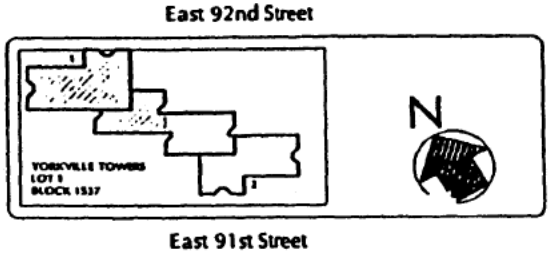
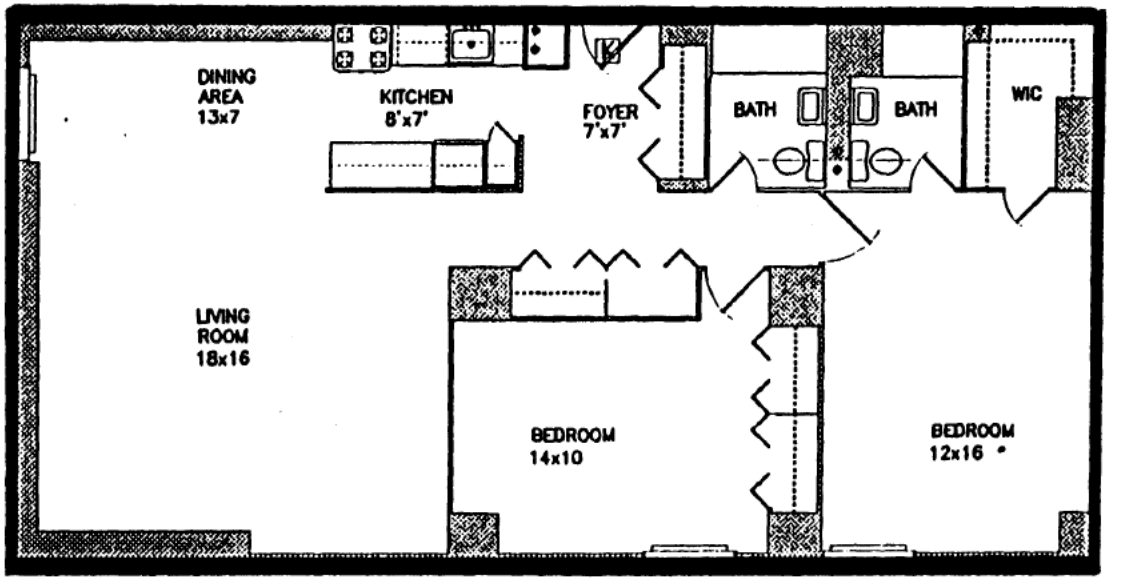
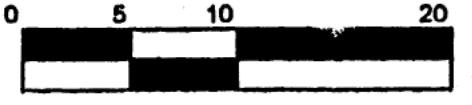
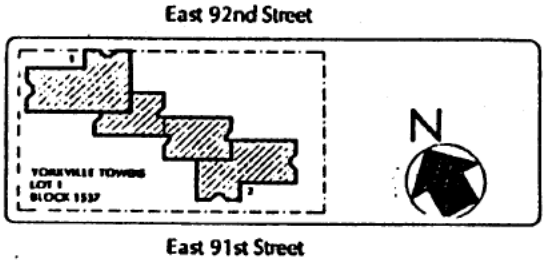



# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 24th - 28th FLOORS
## APARTMENT K

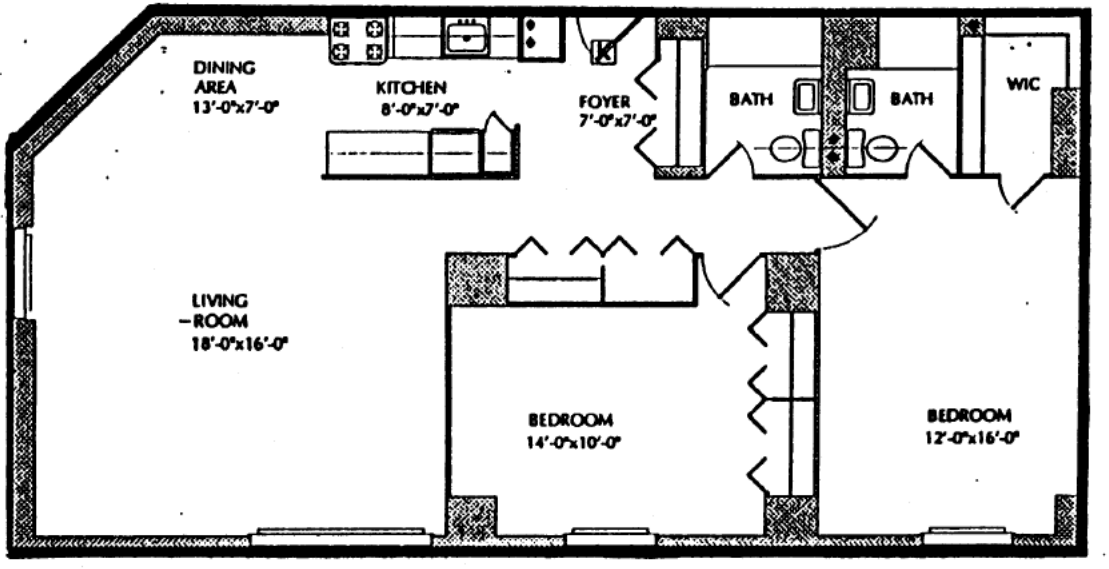


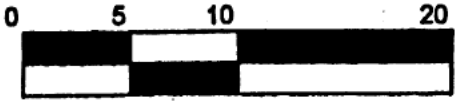



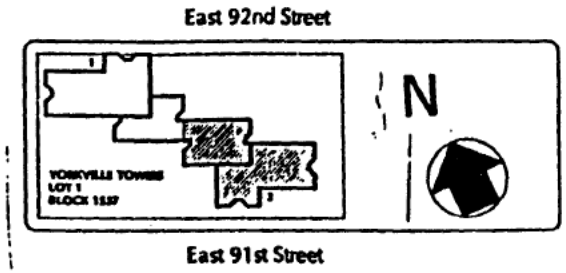



# YORKVILLE TOWER

## 1623 THIRD AVENUE
## 29th - 42nd FLOORS
## APARTMENT K

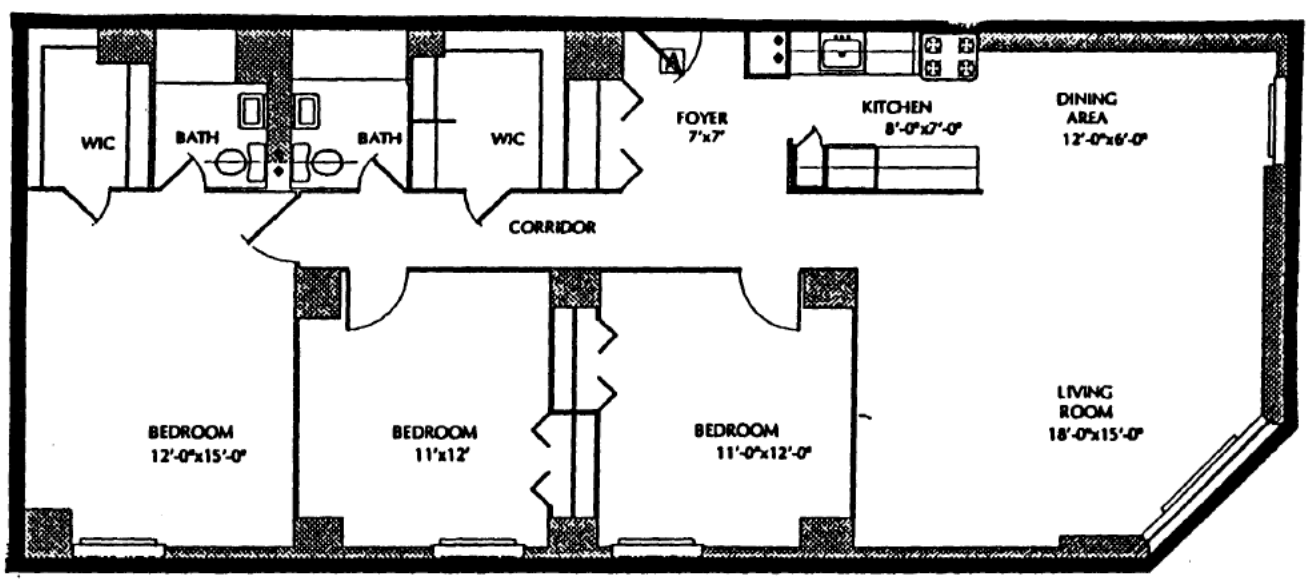


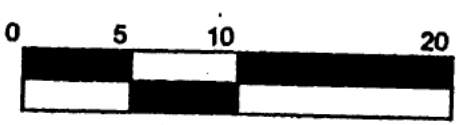






# YORKVILLE TOWER

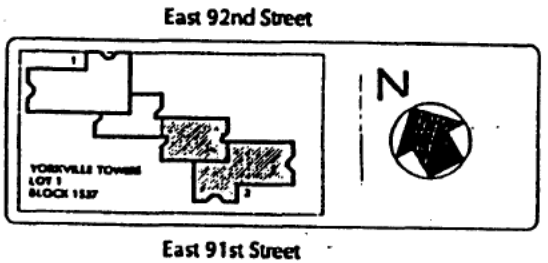
## 1641 THIRD AVENUE
## 2nd - 17th FLOORS
## APARTMENT A

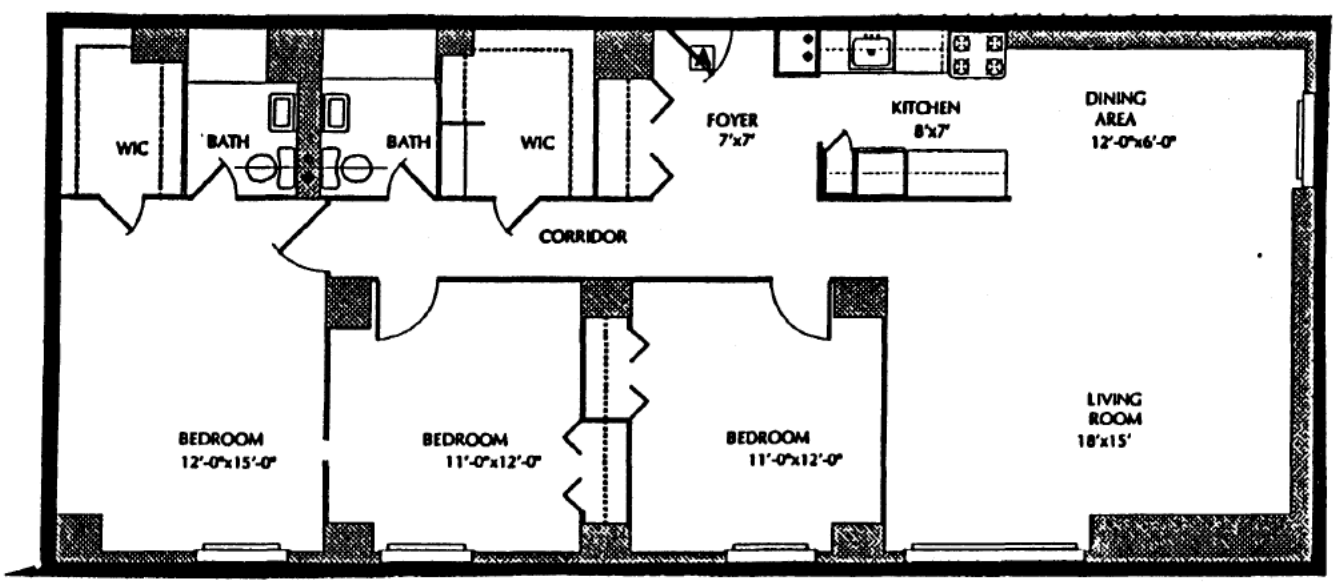


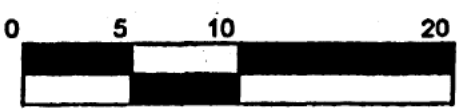



# YORKVILLE TOWER

## 1641 THIRD AVENUE
## 18th - 22nd FLOORS
## APARTMENT A

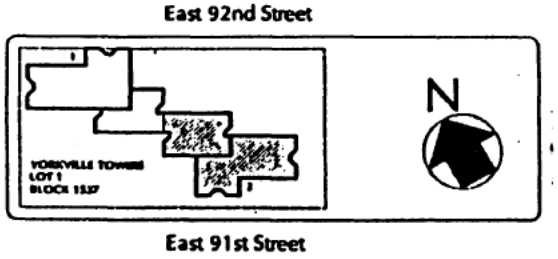


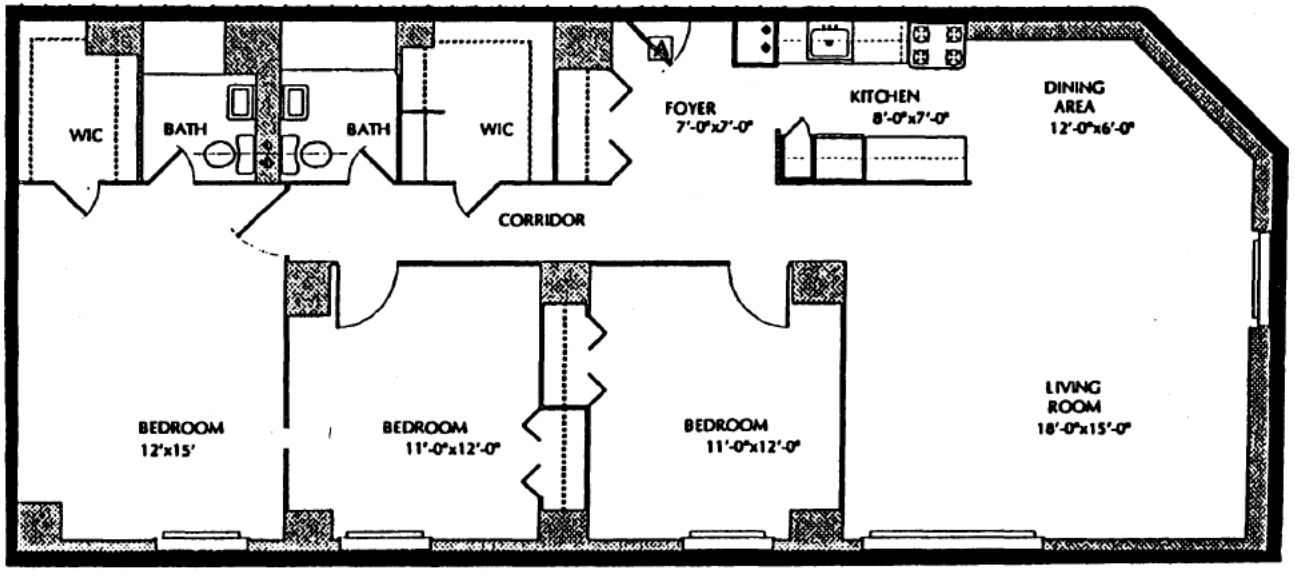



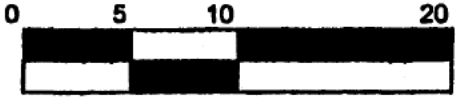



# YORKVILLE TOWER

1641 THIRD AVENUE
23rd - 32nd FLOORS
APARTMENT A

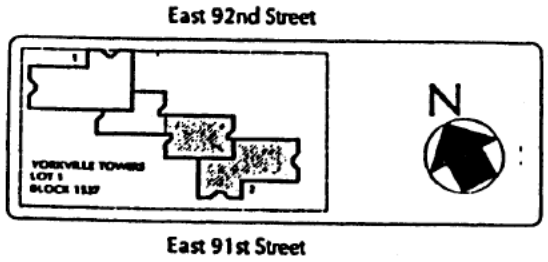


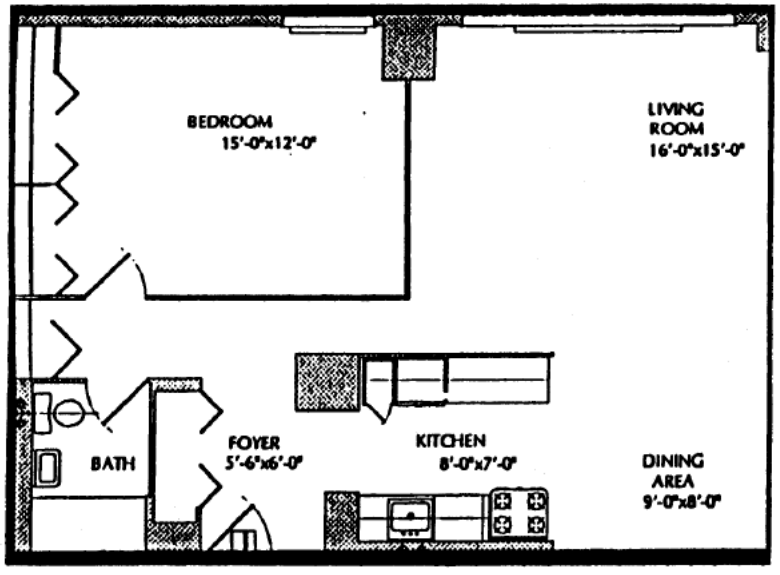



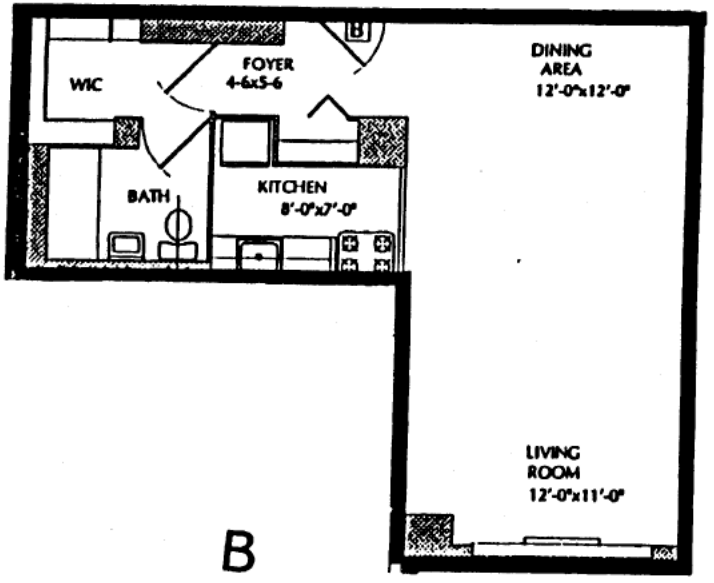
# YORKVILLE TOWER

1641 THIRD AVENUE
1st - 32nd FLOORS
APARTMENT B
APARTMENT J

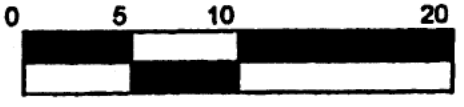



J




B

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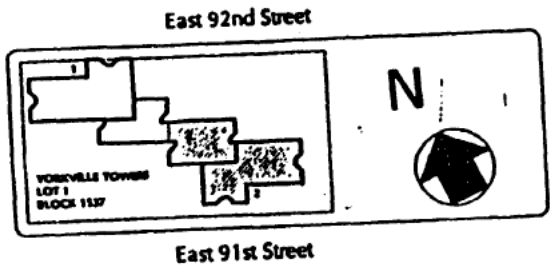
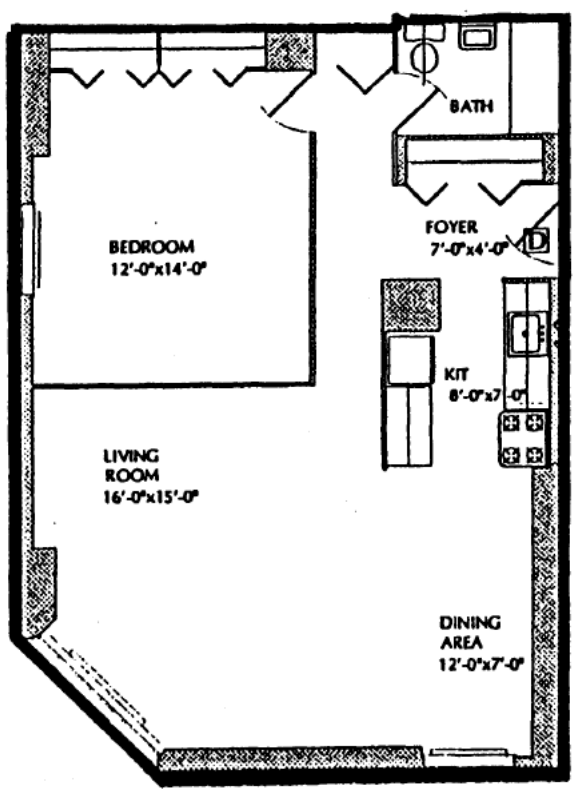
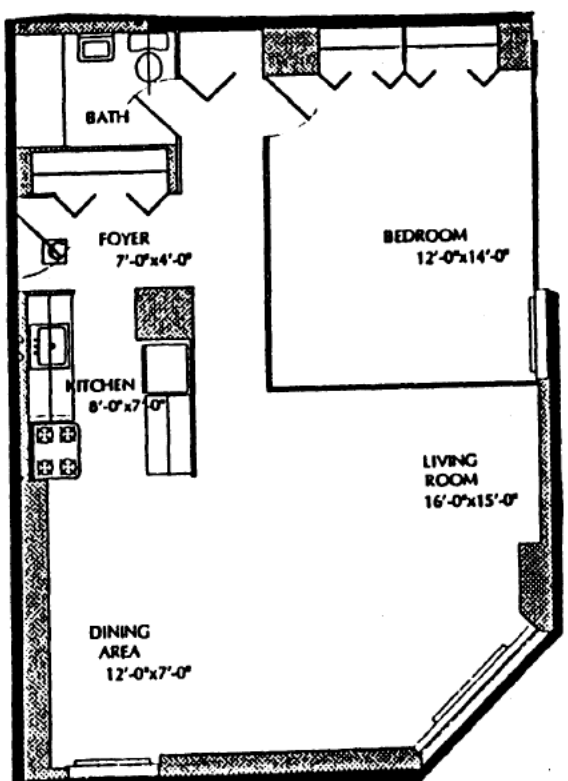
# YORKVILLE TOWER

## 1641 THIRD AVENUE
## 4th - 17th FLOORS
## APARTMENT C
## APARTMENT D

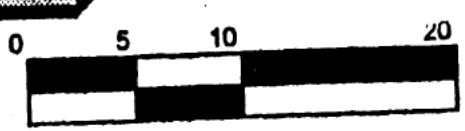


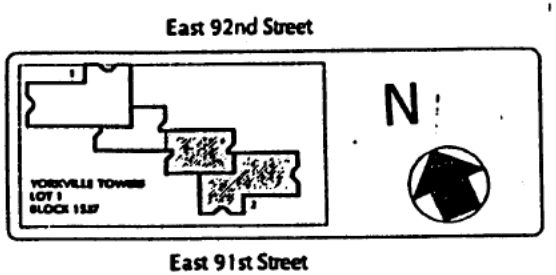

D




C

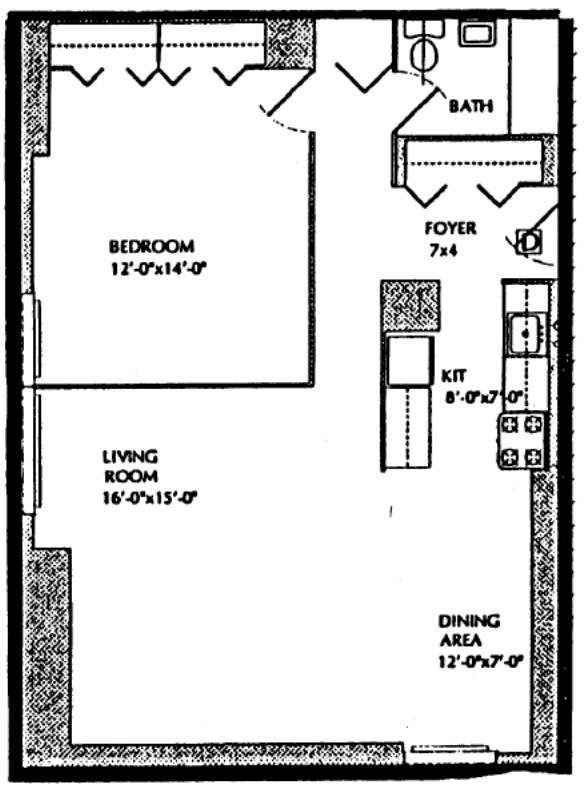



993

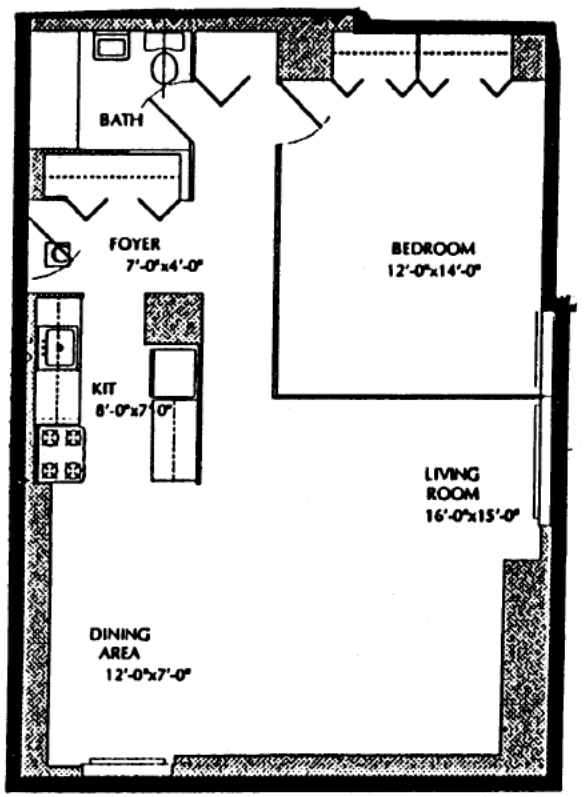



# YORKVILLE TOWER

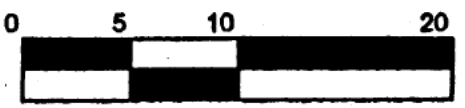
## 1641 THIRD AVENUE
## 18th - 22nd FLOORS
## APARTMENT C
## APARTMENT D




D



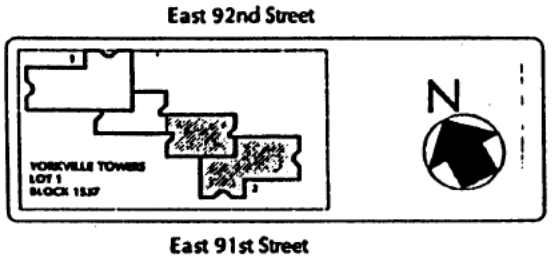

C

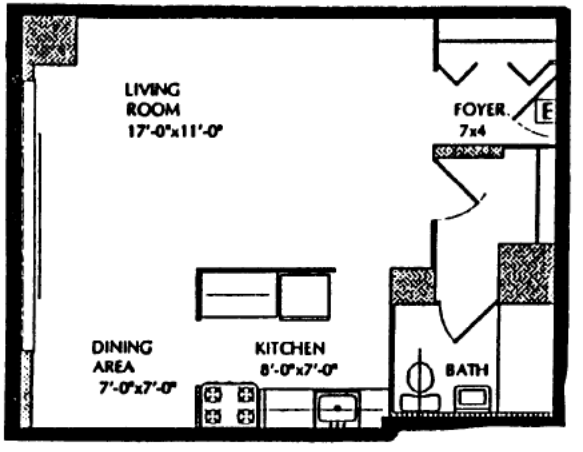


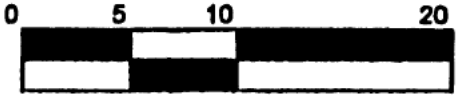

994

# YORKVILLE TOWER

## 1641 THIRD AVENUE
## 4th - 32nd FLOORS
## APARTMENT E

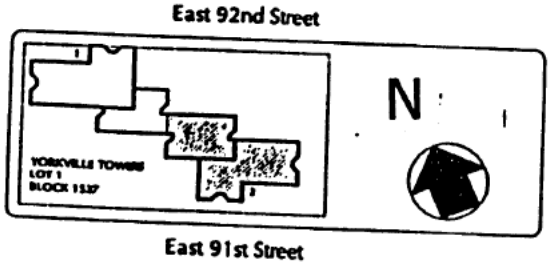


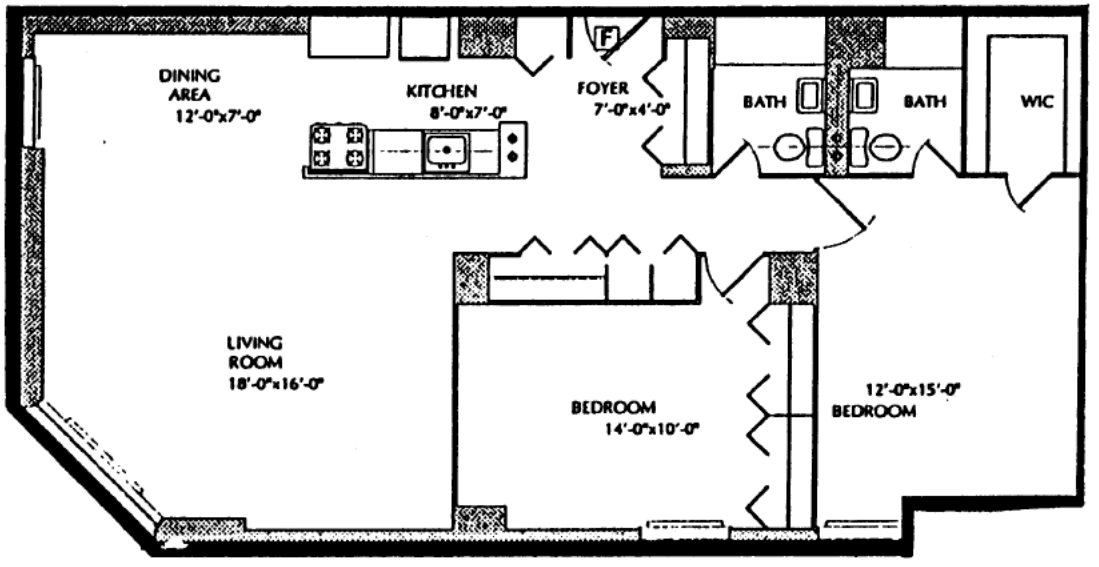



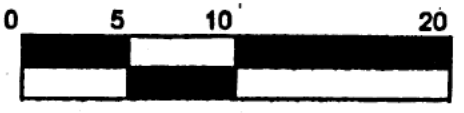



# YORKVILLE TOWER

1641 THIRD AVENUE
3rd - 19th FLOORS
APARTMENT F

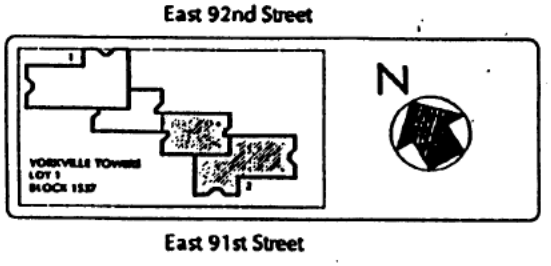


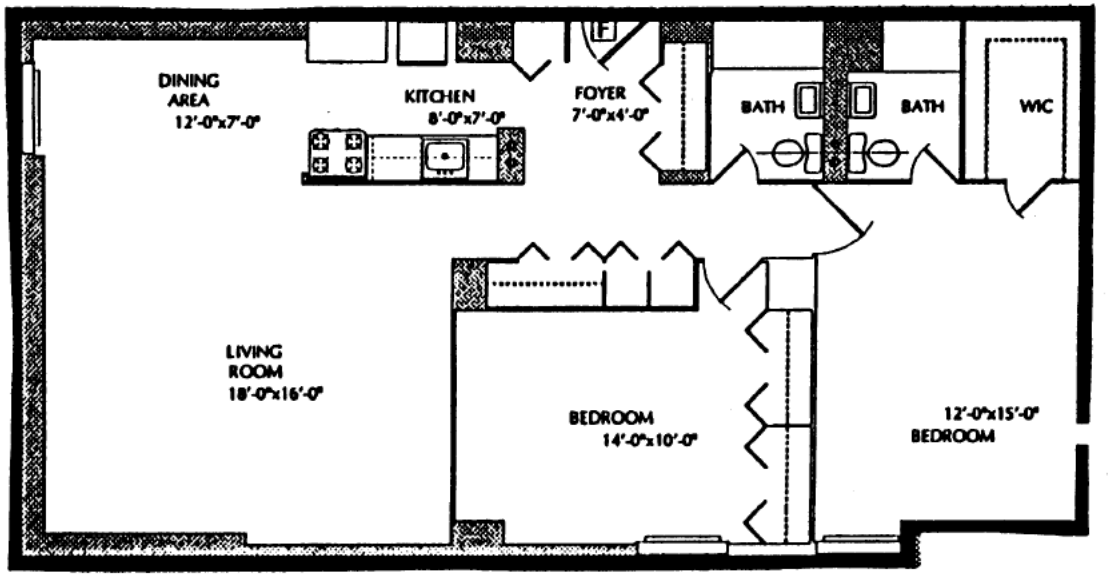



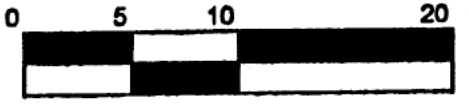



# YORKVILLE TOWER

## 1641 THIRD AVENUE
## 20th - 24th FLOORS
## APARTMENT F

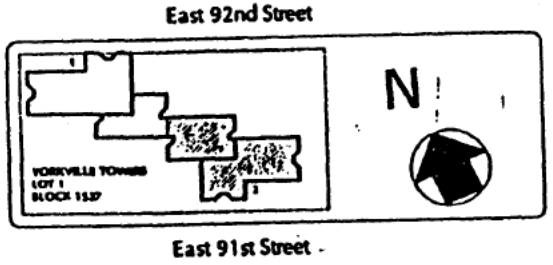


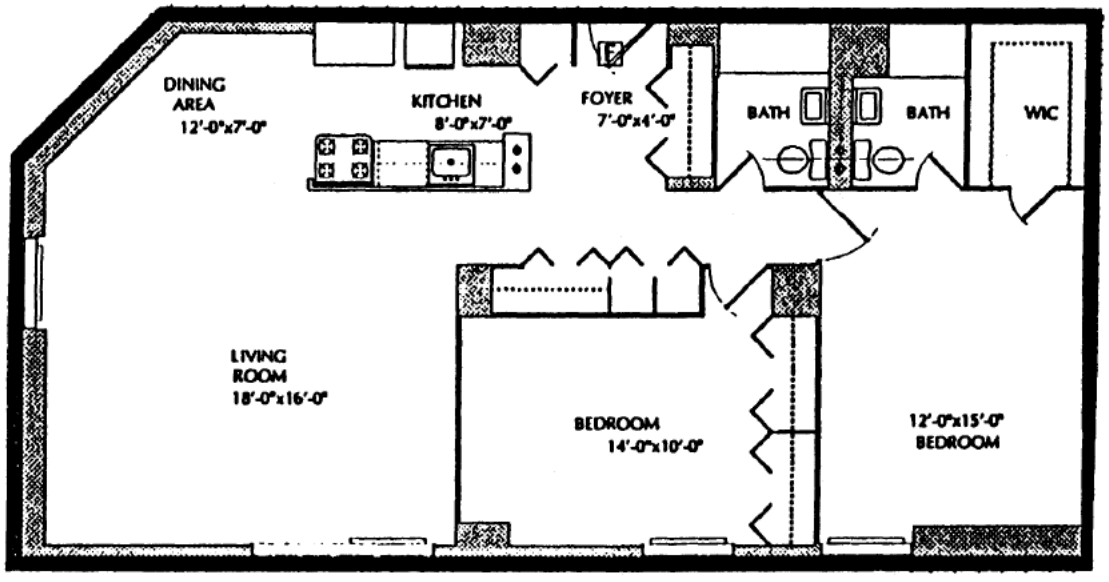



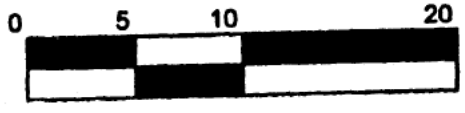



# YORKVILLE TOWER

1641 THIRD AVENUE
25th - 37th FLOORS
APARTMENT F

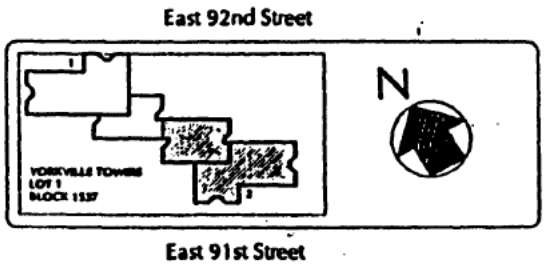


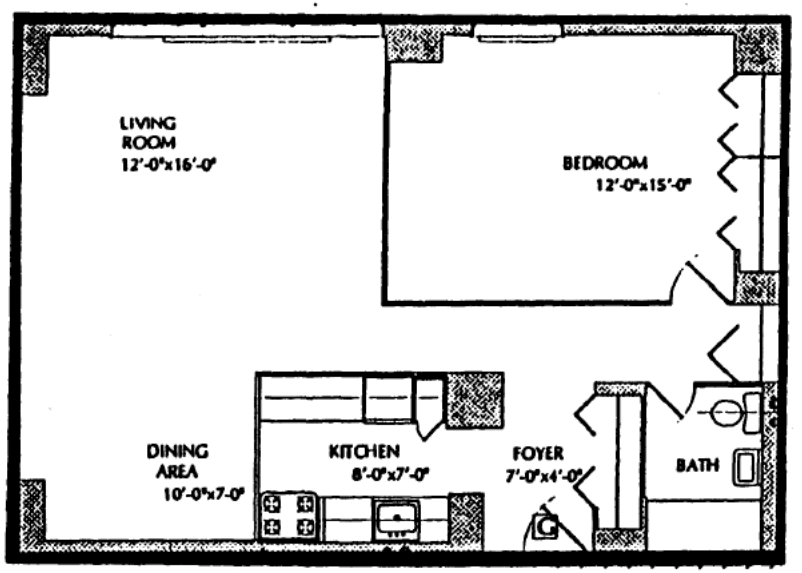



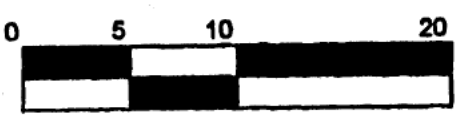



# YORKVILLE TOWER

## 1641 THIRD AVENUE
## 3rd - 37th FLOORS
## APARTMENT G

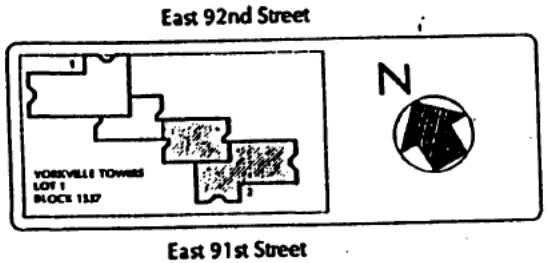


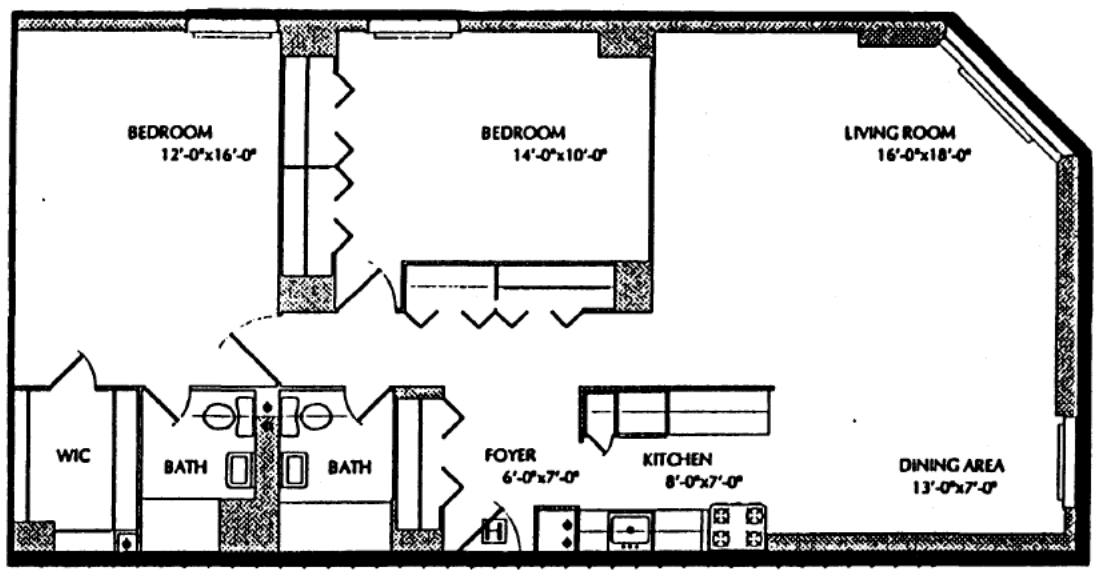



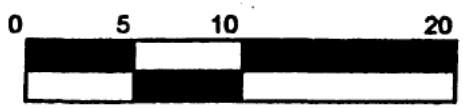



# YORKVILLE TOWER

## 1641 THIRD AVENUE
## 3rd - 19th FLOORS
## APARTMENT H

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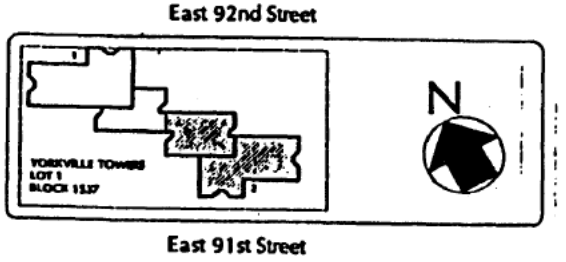
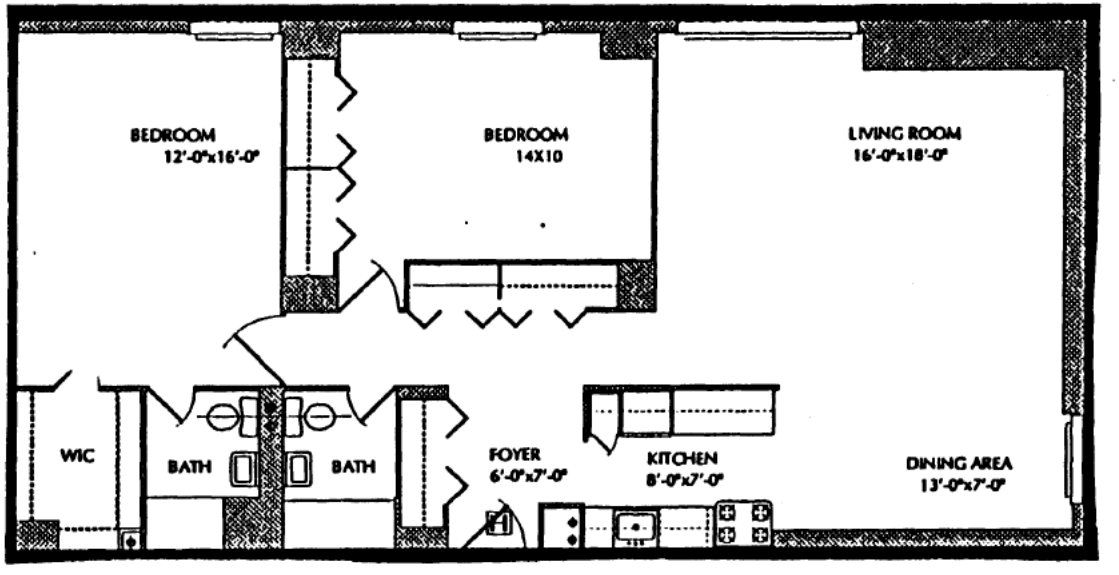
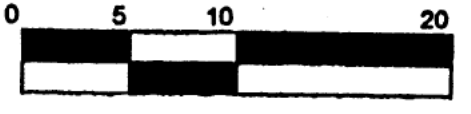



# YORKVILLE TOWER

## 1641 THIRD AVENUE
## 20th - 24th FLOORS
## APARTMENT H

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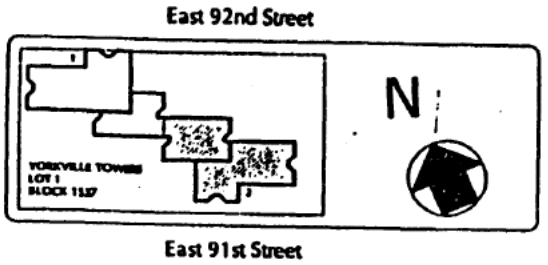
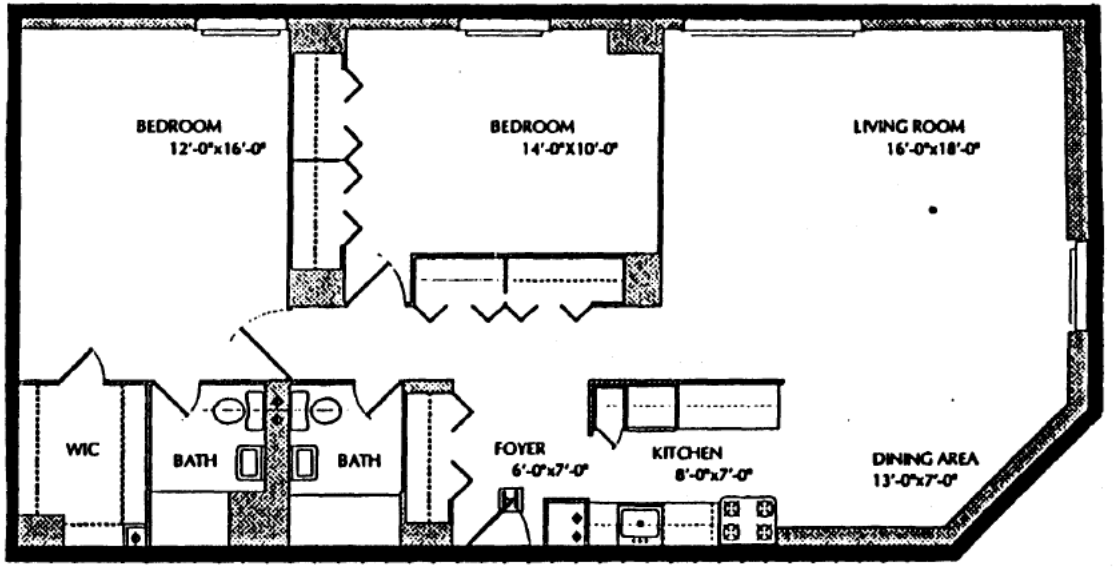
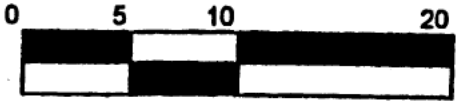



# YORKVILLE TOWER

## 1641 THIRD AVENUE
## 25th - 37th FLOORS
## APARTMENT H

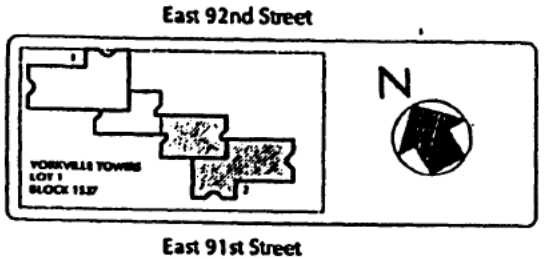


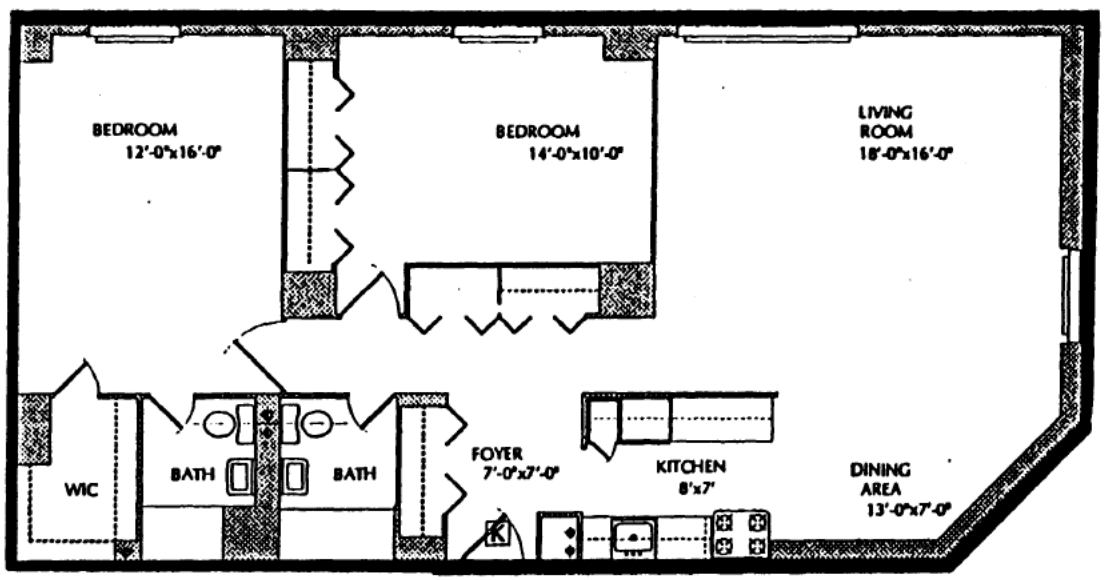



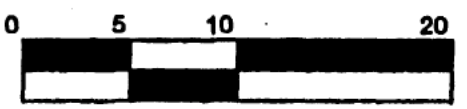

1002

# YORKVILLE TOWER

1641 THIRD AVENUE
23rd - 32nd FLOORS
APARTMENT K



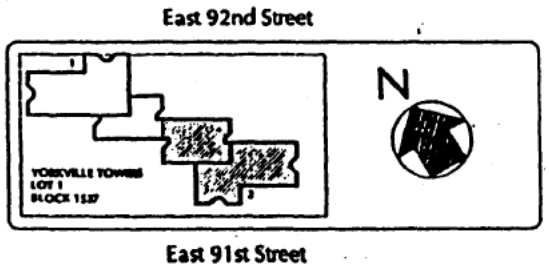



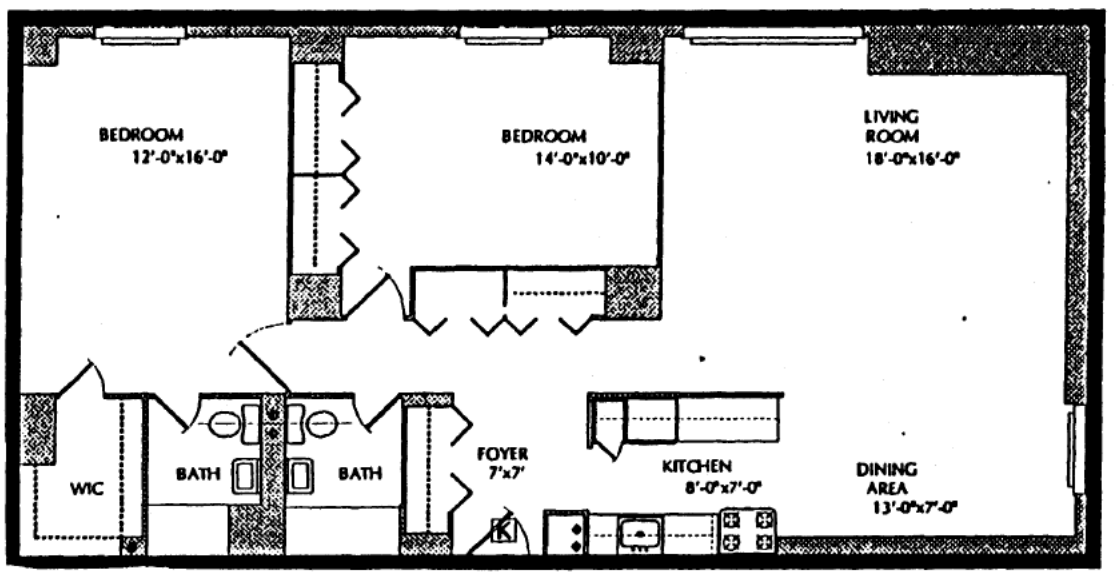



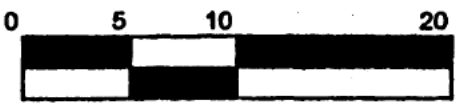

1003

# YORKVILLE TOWER

## 1641 THIRD AVENUE
## 2nd - 17th FLOORS
## APARTMENT K




1004

**Document Number 16 —**
**JENNIFER REALTY CO. CASE**

that preclude the granting of summary judgment.

Accordingly, I would affirm.

**511 WEST 232ND OWNERS CORP., et al., Plaintiffs-Respondents-Appellants,**

**v.**

**JENNIFER REALTY CO., etc., et al., Defendants-Appellants-Respondents.**

Supreme Court, Appellate Division, First Department.

Aug. 9, 2001.

Cooperative corporation and its shareholders sued sponsor and corporation's board, seeking to compel sale of unsold units. The Supreme Court, Bronx County, Jerry Crispino, J., denied motion to dismiss claims of fraud, breach of fiduciary duty, and violation of statute barring deceptive trade practices and false advertising, and granted motion to dismiss breach of contract claim. Appeal was taken. The Supreme Court, Appellate Division, Lerner, J., held that: (1) contract breach claim was stated; (2) fraud claims were to be dismissed, as duplicative of reinstated contract claim; and (3) claimants lacked standing to sue under statute.

Affirmed as modified.

**1. Landlord and Tenant ⇐362**

Cooperative corporation stated claim that sponsor breached promise, implied in contract with corporation, that it would sell unsold units within reasonable time, when corporation alleged that sponsor held on to unsold units for ten years, collecting profits from tenant rents, and rejected offer of purchase of unsold unit at end of ten year period.

**2. Landlord and Tenant ⇐362**

Claims that cooperative corporation sponsor fraudulently retained unsold units rather than selling them within reasonable time of creation of corporation, would be dismissed, as duplicative of reinstated claim that conduct was breach of contract with corporation.

**3. Landlord and Tenant ⇐362**

Cooperative corporation, and shareholders, lacked standing to sue cooperative sponsor, claiming that failure to promptly sell unsold cooperative units violated state statute barring deceptive acts and practices and false advertising; only state attorney general could sue under provisions in question. McKinney's General Business Law §§ 349, 350.

---

Beatrice Lesser, of counsel (David L. Berkey and Stanley B. Dreyer, on the brief, Gallet Dreyer & Berkey, LLP, attorneys) for plaintiffs-respondents-appellants.

Mark N. Axinn, of counsel (Bruce A. Langer, on the brief, Brill & Meisel, attorneys) for defendants-appellants-respondents.

JOSEPH P. SULLIVAN, P.J., ANGELA M. MAZZARELLI, BETTY WEINBERG ELLERIN, ALFRED D. LERNER and JOHN T. BUCKLEY, JJ.

LERNER, J.

In this action to compel the sponsor of a cooperative conversion to sell unsold shares of cooperative units it has held for

more than ten years, we are called to decide the issue of whether the sponsor had a contractual duty to dispose of unsold units within a reasonable time. The record dictates that the question must be answered in the affirmative.

Plaintiffs are the cooperative corporation ("co-op") that owns 511 W. 232nd Street, Bronx, N.Y. and six shareholder/proprietary lessees thereof. Defendant, Jennifer Realty Co. is the co-op sponsor and the individual defendants are Jennifer's principals and also members of the co-op's Board of Directors ("Board"). Although the co-op closing took place on July 15, 1988, Jennifer holds "Unsold Shares" representing more than 62% of the corporate stock, allocated to 41 of its 66 units.

Section 1 of the non-eviction plan obligated Jennifer to offer bona fide tenants in occupancy the right to purchase the shares allocated to their units, which offer was to remain in effect for 90 days. Thereafter, Jennifer was free to accept subscription agreements from tenants and non-tenants alike. The plan further provided that the sponsor would acquire any shares which were not sold or fully paid for by the closing date and would enter into proprietary leases for the apartments to which the unsold shares were allocated. It is undisputed that Jennifer Realty fulfilled this obligation and paid all maintenance due on its units.

In 1998, plaintiffs became aware that defendants rejected a purchase offer on a vacant apartment. Shortly thereafter, this action was commenced seeking to compel Jennifer Realty to sell unsold shares it has held for more than ten years. Plaintiffs' complaint asserts seven causes of action sounding in: common law fraud; breach of fiduciary duties; breach of contract; equitable relief of injunction to compel Jennifer to sell its units; violation of General Business Law §§ 349 and 350 resulting in actual damages to the individual plaintiffs; intentional violation of General Business Law §§ 349(h) and 350(e)(3) warranting a treble damage award and attorneys' fees to individual plaintiffs; and, injunctive relief. The gravamen of the complaint is that while the plan offered all 66 units for sale, Jennifer, which has not filed the requisite amendments with the Attorney General since 1996, retained all of its unsold shares, renting the appurtenant units at a profit, notwithstanding that plaintiffs were led to believe by Section 24 of the plan (addressed as "Sponsor Profit") and by material omissions that Jennifer would sell them at the earliest opportunity, but in no event later than when each unit became vacant. Plaintiffs further allege that by adopting this policy, the individual defendants breached their fiduciary duties as Board members of the co-op.

Defendants moved to dismiss the complaint in its entirety based on documentary evidence consisting of the plan, subscription agreement and the proprietary lease. The IAS court granted the motion with respect to the third cause of action for breach of contract and sustained the other causes of action. The court reasoned that the parties' obligations to each other were contained exclusively in the plan and subscription agreement, and that the plan did not reveal any promise by the sponsor to sell the shares within any particular time frame.

It is undisputed that the New York Legislature has not imposed any statutory obligation on sponsors to dispose of all or a specified number of unsold shares in a cooperative or units in a condominium after the offering plan has become effective. Indeed, a sponsor's statutory obligations are primarily found in the Martin Act and the Condominium Act. Therefore, to determine if the sponsor has an obligation to

dispose of the units, we must look to the plan and subscription agreement.

An offering plan is a contract between the sponsor and the unit purchasers (*61 West 62 Owners Corp. v. Harkness Apartment Owners Corp.*, 222 A.D.2d 358, 635 N.Y.S.2d 631). Its purpose is to sell cooperative apartments within a building. The benefits of ownership include the promise of greater stability in tenant vacancy, and enhanced communal ownership. Such contracts typically contain both express and implied promises (11 Williston, Contracts at 1295 [3d 1968]). Implied promises are recognized when either the promises are so clearly within the contemplation of the parties that it is unnecessary to express them, or when the promises are beyond the thought of the parties but necessary to effectuate the purpose of the contract (*Grossman v. Schenker*, 206 N.Y. 466, 469, 100 N.E. 39; *Wood v. Lucy, Lady Duff-Gordon*, 222 N.Y. 88, 91, 118 N.E. 214). The intentions of the parties to the contract are instructive of whether an implied promise exists and they should be determined by the words the parties employed judged in light of real estate industry practices (*61 West 62 Owners Corp. v Harkness Apartment Owners Corp., supra*).

[1] We find that the IAS court improperly dismissed plaintiffs' third cause of action for breach of contract since the sponsor made an implied promise to sell the unsold units within a reasonable time. In 1988, when the Plan was initially executed, it was generally understood to be the practice of sponsors to diligently market and dispose of their units as soon as circumstances permitted. It was the intention of plaintiffs to reap the benefits of cooperative ownership. However, after 1990, the real estate market took a significant downturn, thereby rendering co-op sales difficult and unprofitable. Plaintiffs are now in a situation where they are unable to sell or refinance their purchased units, must subsidize repairs for Jennifer Realty's rental units, and are forced to live in a building populated by transient tenants. The parties understood that all units would not be sold initially; however, it was intended that all would eventually be sold. While the market slump was unanticipated, it did not alter the purpose of the plan, which was to form a stable cooperative. Thus, Plaintiffs have a viable breach of contract claim and there exists an issue as to whether defendants' ten-year delay was reasonable.

[2] In light of the reinstatement of the breach of contract claim, plaintiffs' fraud based claims must be dismissed inasmuch as they merely restate their contract claims and are duplicative (*Varo, Inc. v. Alvis PLC*, 261 A.D.2d 262, 265, 691 N.Y.S.2d 51, *lv. denied* 95 N.Y.2d 767, 717 N.Y.S.2d 547, 740 N.E.2d 653; *see also, Orix Credit Alliance, Inc. v. R.E. Hable Company*, 256 A.D.2d 114, 682 N.Y.S.2d 160).

[3] Further, plaintiffs' common-law and General Business Law §§ 349 and 350 fraud claims must be dismissed since they have no standing to raise Martin Act claims. The Attorney General has exclusive jurisdiction to prosecute sponsors who violate the disclosure requirements of the act (*See, CPC International Inc. v. McKesson Corp.*, 70 N.Y.2d 268, 519 N.Y.S.2d 804, 514 N.E.2d 116). While private plaintiffs may maintain common-law fraud claims, plaintiffs are not permitted to disguise claims which rightfully belong to the Attorney General as their own (*Whitehall Tenants Corp. v. Estate of Olnick*, 213 A.D.2d 200, 623 N.Y.S.2d 585, *lv. denied* 86 N.Y.2d 704, 631 N.Y.S.2d 608, 655 N.E.2d 705).

Accordingly, the order of the Supreme Court, Bronx County (Jerry Crispino, J.),

entered June 29, 2000, which, to the extent appealed and cross-appealed from, denied defendants' motion to dismiss plaintiffs' fraud, breach of fiduciary duty, permanent injunction and General Business Law §§ 349 and 350 claims, but granted the motion with respect to plaintiffs' third cause of action alleging breach of contract, should be modified, on the law, to grant the motion with respect to plaintiffs' common law fraud and General Business Law §§ 349 and 350 claims, to deny the motion with respect to plaintiffs' third cause of action for breach of contract and to reinstate that cause, and otherwise affirmed, without costs.

Order, Supreme Court, Bronx County (Jerry Crispino, J.), entered June 29, 2000, modified, on the law, to grant defendant' motion with respect to plaintiffs' common law fraud and General Business Law §§ 349 and 350 claims, to deny the motion with respect to plaintiffs' third cause of action for breach of contract and to reinstate that cause, and otherwise affirmed, without costs.

All concur.

The CITY OF NEW YORK, et al., Plaintiffs-Appellants,

v.

LOVE SHACK, et al., Defendants-Respondents.

Supreme Court, Appellate Division, First Department.

Aug. 9, 2001.

City moved for a preliminary injunction to close down the operation of an "adult establishment" as a violation of a city zoning resolution. The Supreme Court, Bronx County, Douglas McKeon, J., denied the motion. On review, the Supreme Court, Appellate Division, held that city was entitled to preliminary injunctive relief.

Reversed.

**1. Administrative Law and Procedure ⇐413**

**Zoning and Planning ⇐231**

Interpretation given to a regulation or policy statement by an agency which promulgated it and is responsible for its administration is entitled to deference, so long as that interpretation is not irrational or unreasonable, especially in a municipal agency's interpretation of its zoning ordinance.

**2. Zoning and Planning ⇐278.1**

City department of buildings' (DOB) interpretation of a zoning regulation as including among "existing" adult establishments those establishments which had merely been approved for later opening, but which had not yet opened, was not irrational or unreasonable.

**3. Zoning and Planning ⇐278.1**

Trial court improperly substituted its own judgment for that of a city department of buildings' (DOB), which had interpreted a zoning regulation as including among "existing" adult establishments those establishments which had merely been approved for later opening, but which had not yet opened; trial court sought an "obvious" dictionary definition and applied its own "common sense" to test whether the DOB had correctly interpreted the word "exists."

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## CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPAL

New York State Department of Law
120 Broadway, 23rd Floor
New York, New York 10271

Attention: Real Estate Financing Bureau

Re: Condominium Offering Plan for
1601-1619 Third Avenue and 1623-1641 Third Avenue,
New York, New York (the "Premises")

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

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

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

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

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

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable

effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

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.

YORKVILLE TOWERS ASSOCIATES LIMITED PARTNERSHIP

Sworn to before me this 22nd day of February, 2002

By: Frederick DeMatteis Family Limited Partnership, General Partner

By: FDF Associates LLC, General Partner

By: _____
Robert Vaccarello, Manager

Notary Public

DIANA BOSNJAK
Notary Public, State of New York
No. 01B05026046
Qualified in Queens County
Commission Expires April 11, 2002

Sworn to before me this 22nd day of February, 2002

By: Yorkville Towers Housing Co., Inc., General Partner

By: _____
Robert Vaccarello, President

Notary Public

DIANA BOSNJAK
Notary Public, State of New York
No. 01B05026046
Qualified in Queens County
Commission Expires April 11, 2002

Sworn to before me this 22nd day of February, 2002

By: Leon D. DeMatteis Associates LLC, General Partner

By: _____
Robert Vaccarello, Manager

Notary Public

DIANA BOSNJAK
Notary Public, State of New York
No. 01B05026046
Qualified in Queens County
Commission Expires April 11, 2002

SPONSOR'S PRINCIPAL:

Sworn to before me this 22nd day of February, 2002

_____
ROBERT VACCARELLO

Notary Public

DIANA BOSNJAK
Notary Public, State of New York
No. 01B05026046
Qualified in Queens County
Commission Expires April 11, 2002

GIANNASCA GALLO ARCHITECTS PC
1751 SECOND AVENUE NEW YORK NY 10128 TELEPHONE (212) 876-1020 FAX (212) 876-1003
E-MAIL: GIAGALPC3@AOL.COM

EDWARD V. GIANNASCA, AIA
PAUL J. GALLO, AIA

## CERTIFICATE OF ARCHITECT

New York State Department of Law
Real Estate Financing Bureau
120 Broadway – 23rd Floor
New York, NY

RE: The Ruppert Yorkville Towers Condominium
1601-1619 Third Avenue and 1623 –1641 Third Avenue
New York, New York 10128 (the "Property")

Ladies and Gentlemen:

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership retained our firm to prepare a report disclosing the condition of the Property (the "Report"). We visually inspected certain apartments at the property on Nov. 20th, 21st, 30th and Dec. 3rd, 2001 and are supplementing the Report in this addendum dated Dec. 11, 2001, a copy of which is intended to be incorporated into the Offering plan so that prospective purchasers may rely on the Report and addendum.

We are registered architects in the state in which the Property is located.

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 23 insofar as they are applicable to this addendum.

We have read the entire addendum and investigated the facts set forth in the addendum and the facts underlying it and conducted the visual inspection referred to above with due diligence in order to form a basis for this certification. We certify that the addendum and all documents prepared by us disclose all the material facts relevant to the topics of the addendum, which were then discernible from a visual inspection of the Property. This certification is made for the benefit of all persons to whom this offer is made. We certify that the addendum is based on our visual inspection:

1. sets forth in narrative form the aspects of the property discussed in the addendum and is current and accurate as of the date of inspection;

2. in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the aspects of the property discussed in the addendum;

3. does not omit any material fact;

4. does not contain any untrue statement of a material fact;

5. does not contain any fraud, deception, concealment, or suppression;

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

7. 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 statement made.

It is to be understood that all aspects of the physical condition of the Property cannot be determined by a visual inspection and that all statements contained in this certification are premised on and limited to such visual inspection.

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 this addendum 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.

GIANNASCA GALLO ARCHITECTS, PC

STATE OF NEW YORK
PAUL J. GALLO
No. 016966-1
REGISTERED ARCHITECT

By: _____

Sworn to before me this 14

day of December, 2001

DANNY CARRERO
Notary Public, State of New York
No. 01CA5041479
Qualified in Westchester County
Cert. Filed in Bronx County
Commission Expires 4/3/03

_____
Notary Public

Platinum Properties Of New York Ltd./488 Madison Avenue/New York, New York, 10022-5702
Telephone: (212) 644-3700 Telecopier: (212) 688-5970

CERTIFICATION REGARDING ADEQUACY OF BUDGET
PURSUANT TO SECTION 23.4 (e) OF THE REGULATIONS
ISSUED PURSUANT TO GENERAL BUSINESS LAW,
ARTICLE 23-A, AS AMENDED

New York State Department of Law
Real Estate Financing Bureau
120 Broadway, 23rd Floor
New York, New York, 10271

Re: The Ruppert Yorkville Towers Condominium
1601-1619 Third Avenue and 1623-1641 Third Avenue
New York, New York, 10128 (the "Property")

The Sponsor of the Offering Plan for Condominium Ownership of The Ruppert Yorkville Towers Condominium, 1601-1619 Third Avenue and 1623-1641 Third Avenue, New York, New York, 10128, retained our firm to review Schedule B to the Condominium Offering Plan for the subject premises, which includes projections of income and expenses of the Condominium for the first year of operation. The principal of the undersigned, Platinum Properties Of New York Ltd., has been engaged in the management of residential properties, in New York, including condominiums, for more than twenty (20) years. Platinum Properties Of New York Ltd., is currently managing three properties which are condominiums or cooperatives.

We understand that we are required to comply with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 23 insofar as they are applicable to Schedule B.

We have reviewed Schedule B and investigated the facts set forth in Schedule B, and the facts underlying it with due diligence in order to form a basis for this certification. We have also 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 sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

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 judgment 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 statement made.

We further certify that Platinum Properties Of New York Ltd., is not owned or controlled by and has no beneficial interest in the Sponsor; and, our compensaton for reviewing Schedule B and this certification is not contingent upon consummation of the Plan or the profitability or price of the offering. We understand that a copy of this certification is intended to be incorporated into the Offering Plan, and we hereby consent to such use.

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.

PLATINUM PROPERTIES
OF NEW YORK LTD.

Elizabeth A. Hurley
President

Sworn to before me this 7th
day of December, 2001.

Marcelle Balcombe
Notary Public

Marcelle S Balcombe
Notary Public-State of New York
No. 02BA5041393
Qualified in Kings County
Commission Expires May 6 2002

Platinum Properties Of New York Ltd./488 Madison Avenue/New York, New York, 10022-5702
Telephone: (212) 644-3700 Telecopier: (212) 688-5970

CERTIFICATION REGARDING ADEQUACY OF COMMON CHARGES
PAYABLE BY THE COMMERCIAL UNIT OWNER
PURSUANT TO SECTION 23.4 (e) OF THE REGULATIONS
ISSUED PURSUANT TO GENERAL BUSINESS LAW,
ARTICLE 23-A, AS AMENDED

New York State Department of Law
Real Estate Financing Bureau
120 Broadway, 23rd Floor
New York, New York, 10271

Re: The Ruppert Yorkville Towers Condominium
1601-1619 Third Avenue and 1623-1641 Third Avenue
New York, New York, 10128 (the "Property")

The Sponsor of the Offering Plan for Condominium Ownership of The Ruppert Yorkville Towers Condominium, 1601-1619 Third Avenue and 1623-1641 Third Avenue, New York, New York, 10128, retained our firm to review Schedule B to the Condominium Offering Plan for the subject premises, which includes projections of common charges payable by the owner(s) of the Commercial Unit(s) for the first year of operation. The principal of the undersigned, Platinum Properties Of New York Ltd., has been engaged in the management of residential properties, in New York, including condominiums with commercial space, for more than twenty (20) years. Platinum Properties Of New York Ltd., is currently managing three properties which are condominiums or cooperatives.

We understand that we are required to comply with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 23 insofar as they are applicable to Schedule B.

We have reviewed Schedule B as it impacts upon the Commercial Unit(s) and investigated the facts set forth in Schedule B, and the facts underlying it with due diligence in order to form a basis for this certification. We have also relied on our experience in managing residential buildings.

We certify that the projections in Schedule B, for common charges payable by the owner(s) of the Commercial Unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such

Commercial Unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the Commercial Unit (s) also reflect special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owner(s) of the Commercial Unit(s):

(i) set forth in detail the projected common charges for the Commercial Unit(s) for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner(s) of the Commercial Unit(s);

(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 statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the common charges attributable to the Commercial Unit(s) 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.

PLATINUM PROPERTIES
OF NEW YORK LTD.

Elizabeth A. Hurley
President

Sworn to before me this 7th
day of December, 2001.

Marcelle S Balcombe
Notary Public

Marcelle S Balcombe
Notary Public-State of New York
No. 02BA6041383
Qualified in Kings County
Commission Expires May 8 2002