CONDOMINIUM OFFERING PLAN

CATHEDRAL GARDENS CONDOMINIUM
352 Cathedral Parkway
New York, New York 10025

Total Residential Unit Offering:	28 Residential Units	
	25 Non-College Residential Units	$16,565,000.00
	3 College Residential Units	$_____*
Total Community Facility Unit Offering (Non-Residential):	2 Community Facility Units (Non-Residential)	$_____*
TOTAL AMOUNT OF OFFERING:		$16,565,000.00*

* Although the College Residential Units and the Community Facility Units are being offered for sale by the Sponsor pursuant to this Plan, the terms and condition of the transaction between Barnard College, as purchaser, and the Sponsor, as seller, with respect to the College Residential Units and the Community Facility Units are set forth in that certain contract of sale by and between Barnard College, as purchaser, and the Sponsor, as seller, dated as of February 4, 2004 and these terms are not incorporated into this Plan.

NAME AND ADDRESS OF SPONSOR AND SELLING AGENT

110TH STREET EQUITIES, LLC
37 West 65th Street
New York, New York 100023

Date of this Offering Plan: July 11, 2005

THIS PLAN MAY NOT BE USED MORE THAN TWELVE (12) MONTHS AFTER THE DATE IT IS FILED WITH THE NEW YORK STATE DEPARTMENT OF LAW UNLESS EXTENDED BY DULY FILED AMENDMENT.

SEE PAGE (i) OF THIS OFFERING PLAN FOR SPECIAL RISKS TO PURCHASERS.

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

CATHEDRAL GARDENS CONDOMINIUM

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SPECIAL RISKS

The provisions of this Offering Plan (the "***Plan***") are subject to a number of special risk factors which should be carefully considered by every prospective Purchaser. Prospective Purchasers are further urged to visit the site of the Cathedral Gardens Condominium (the "***Condominium***") and to consult with their attorneys and financial advisors before executing a Purchase Agreement. Certain terms used in this Plan are defined elsewhere in the text hereof. The special risks include the following:

1. Governance of Condominium; Control of Board of Managers.

Subject to and contingent upon the acceptance of the Plan for filing, the Sponsor has entered into a contract of sale with Barnard College ("***College Purchaser***") whereby the Sponsor has agreed to sell and the College Purchaser has agreed to purchase three (3) Residential Units known and designated as Units 26 through 28 and the two (2) Community Facility Condominium Units [the aforementioned three (3) Residential Units and the two (2) Community Facility Units are hereinafter collectively referred to as the "***College Units***"]. The Residential Units which do not comprise a portion of the College Units are hereinafter collectively referred to as the "***Non-College Units***". The three (3) Residential Units which comprise a part of the College Units are comprised of (i) eighteen (18) student dormitory suites and (ii) twenty-seven (27) college faculty apartments.

The affairs of the Condominium shall be managed by three (3) separate and distinct condominium associations. Matters affecting solely the College Units shall be the sole responsibility of the College Condominium Association ("***College Association***"). All matters regarding the College Association [including, without limitation, the number of managers comprising the board of managers of the College Association ("***College Board***") and the budget of the College Association] shall be determined by the College Purchaser and are not addressed further in this Plan. Matters affecting solely the Non-College Units shall be the sole responsibility of the Non-College Condominium Association ("***Non-College Association***"). The Non-College Association shall be governed by a board of managers initially comprised of three (3) managers to be elected solely by the owners of the Non-College Units ("***Non-College Board***"). The President and the Vice-President of the board of managers of the Non-College Association shall automatically be designated as members of the board of managers of the Cathedral Gardens Condominium Association ("***352 Association***"), which shall be responsible for matters which affect both the College Units and the Non-College Units.

The 352 Association shall be governed by a board of managers initially comprised of five (5) managers, two (2) of whom shall be the President and Vice-President of the board of managers of the Non-College Condominium Association and three (3) of whom shall be designated by the College Purchaser. Until such time as the College Units are owned by more than one person, firm, entity or institution, the owner of the College Units shall elect a majority of the members of the board of managers of the 352 Association ("***352 Board***").

Until such time as the College Units are owned by more than one person, firm, entity or institution, the 352 Board may not, without the College Purchaser's prior written consent:

(a) make any capital additions or improvements (unless required by law) which have any material effect on the College Units and/or the College Common Elements;

(b) increase or decrease the level of services (without regard to the cost of said services) provided by the 352 Association over those provided in the prior year's operating budget;

(c) establish reserve funds; or

(d) borrow money, unless the cost of such borrowing, when added to all other budgeted expenses, shall not result in increasing the Common Charges to be paid by all Unit Owners to the 352 Association for any year of operation by more than five (5%) percent above the previous year's Common Charges.

Sponsor will control the Non-College Board until the sooner to occur of (i) the second (2^{nd}) anniversary of the First Closing or (ii) the closing of title to 75% of the Non-College Units in both number and aggregate common interest. Additionally, until such time as the Sponsor no longer controls the Non-College Board, the Non-College Board may not, without the Sponsor's prior written consent:

(a) make any capital additions or improvements (unless required by law) which have any material effect on the College Units and/or the College Common Elements;

(b) increase or decrease the level of services (without regard to the cost of said services) provided by the Non-College Association over those provided in the prior year's operating budget;

(c) establish reserve funds; or

(d) borrow money, unless the cost of such borrowing, when added to all other budgeted expenses, shall not result in increasing the Common Charges to be paid by all Non-College Unit Owners to the Non-College Association for any year of operation by more than five (5%) percent above the previous year's Common Charges.

(See the sections of the Plan entitled "Control by the Sponsor", "Rights and Obligations of Sponsor" and "Rights and Obligations of the Board of Managers" for further details.)

2. Default by Purchaser - Time of the Essence.

In the event of a default by the Purchaser of a Non-College Unit, Sponsor's sole right shall be to cancel the Purchase Agreement by sending the Purchaser thirty (30) days' prior written notice of its intention so to do. If Sponsor 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 is of the essence to cure such default within said thirty (30) day period. If the default is not timely cured, then Sponsor shall have the right to retain, as and for liquidated damages, the Down Payment plus the costs incurred by Sponsor for any special work in the Unit ordered by the Purchaser, together with any interest earned thereon and any excess sums (together with any interest earned thereon) shall be returned to the Purchaser. (See the section of the Plan entitled "Procedure to Purchase" for further details.)

3. Purchaser's Closing Costs.

Purchasers of Non-College Units will be required to pay the New York State and New York City real estate transfer taxes at closing. While these transfer taxes are customarily paid for by the Seller in single family home transactions, the burden of paying those taxes may be modified by contract. The Purchase Agreement provides that the Purchaser of a Non-College Unit will be required to pay these transfer taxes at the closing. The New York State Department of Taxation and Finance and The New York City Department of Finance have determined that the payment of these taxes by a purchaser constitutes additional consideration subject to tax. As a result, the transfer taxes to be paid by Purchasers are based on the Purchase Price plus the amount of transfer taxes applicable to that Purchase Price. (See the section of the Plan entitled "Closing Costs and Adjustments" for further details.)

In addition, each Purchaser of a Non-College Unit will be required to pay Sponsor's counsel, Todtman, Nachamie, Spizz & Johns, P.C., at or prior to the closing of his Non-College Unit, a fee of $950 for services in connection with preparing various closing documents and for coordinating and attending the closing. If the closing takes place anywhere other than at the office of Sponsor's counsel, an additional fee of $250 will be charged for attending the closing. If the closing takes longer than two (2) hours through no fault of the Sponsor, an additional fee of $200 will be charged for each hour or part thereof that the closing is not concluded. If the closing is adjourned at Purchaser's request, an additional fee of $250 will be charged for each adjournment. If Purchaser elects to use a title company other than Chicago Title Insurance Company, an additional fee of $500 will be payable to Sponsor's counsel for the additional time involved in clearing title. (See the section of the Plan entitled "Closing Costs and Adjustments" for further details.)

In addition, each Purchaser of a Non-College Unit shall be required to pay (i) any and all recording charges incurred in connection with the closing including, without limitation, the charges for recording any and any and all releases, UCC-3 Termination Statements and other documents required to release the Unit from the lien of the Sponsor's previously existing construction mortgage and (ii) any and all fees charged by the Purchaser's title insurance company in connection with the preparation of the ACRIS real estate transfer documents required by the New York City Department of Finance.

The provisions of the Plan with respect to the payment of certain closing costs and expenses shall not apply to the College Purchaser and shall be governed by the terms and conditions of that certain contract of sale by and between the College Purchaser and the Sponsor with respect to the College Units dated as of February 4, 2004 ("***College Contract***").

4. Replacement Reserve Fund and Working Capital Fund – Non-College Units Only.

Sponsor has elected to provide for a reserve fund to be used for capital replacements or repairs, because the building, upon completion of the construction to be performed, will be entirely new construction. At the closing of title, Purchasers of the Non-College Units will be required to make a contribution to the Replacement Reserve Fund of the Condominium. Such amount shall be equivalent to one (1) months Common Charges in effect for such Non-College Unit. The College Purchaser shall have no obligation to make any contribution to the Replacement Reserve Fund of the Condominium. Accordingly, the Replacement Reserve Fund shall only be utilized to pay for items which benefit the Non-College Units only.

At the closing of title, Purchasers of the Non-College Units will be required to make a contribution to the Working Capital Fund of the Condominium. Such amount shall be equivalent to one (1) months Common Charges in effect for such Non-College Unit. The College Purchaser shall have no obligation to make any contribution to the Working Capital Fund of the Condominium. Accordingly, the Working Capital Fund shall only be utilized to pay for items which benefit the Non-College Units only. (See the section of the Plan entitled "Working Capital Fund" for further details.)

5. Closing Adjustments in Case of Adjournment – Non-College Units Only.

In the event that the closing date set by Sponsor shall be adjourned at the Purchaser's request (or at the request of Purchaser's attorney, lender or representative): (i) all adjustments shall be made as of the original closing date and (ii) Purchaser shall pay interest on the unpaid balance of the total Purchase Price to Sponsor from the originally scheduled closing date until the actual date of closing at the rate of 15% per annum. (For further details, see "Closing Costs and Adjustments" in Part I of the Plan.)

6. No Financing Contingency – Non-College Units Only.

Although a Purchaser may obtain financing from a lending institution or any other source, his obligation to purchase a Unit pursuant to his Purchase Agreement shall not be contingent on obtaining financing for such purchase. The Sponsor makes no representations as to the terms or availability of any mortgage financing. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing a Purchase Agreement. However, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be fixed and it could expire before the closing date. (See the section of the Plan entitled "Procedure to Purchase" for further details.)

7. Power of Attorney to the Board.

Each prospective Purchaser of a Non-College Unit must sign a Power of Attorney to the 352 Board and the Non-College Board either before or at closing of title (the "***POA***"). If the Purchaser does not sign a POA before or at closing, it will be a material breach of the Purchase Agreement and the closing will not take place. The POA shall give the 352 Board and/or the Non-College Board, as the case may be, the power, on behalf of the Non-College Unit Owners, to to acquire or lease any Unit, together with its Common Interest, from any Unit Owner desiring to sell, convey, transfer, assign, or lease the same; to acquire any Unit, together with its Common Interest, that becomes the subject of a foreclosure or other similar sale, on such terms and at such price or at such rental, as the case may be, as said attorneys-in fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present; and to execute, acknowledge and deliver (a) any Declaration or other instrument affecting the Condominium that the 352 Board and/or the Non-College Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (b) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the 352 Board and/or the Non-College Board deems necessary or appropriate.

The College Purchaser shall execute a Power of Attorney to the 352 Board either before or at the closing with respect to the College Units.

(See the section of the Plan entitled "Closing of Title to Units" for further details.)

8. Sponsor's Obligations.

Sponsor will in no event be liable for minor imperfections to the Unit (as defined in the section of the Plan entitled "Rights and Obligations of the Sponsor"). The Sponsor shall not be liable for, or obligated to defend, any suit with respect to the building or any Unit arising out of any occurrence taking place after the First Closing, except claims stemming from the acts or omissions of the Sponsor or its agents, employees, or contractors. The Sponsor will indemnify the Unit Owners, the 352 Board and the Non-College Board from and against any such claims stemming from the acts or omissions of the Sponsor or its agents, employees, or contractors. All obligations of the Sponsor shall be enforceable only by the College Board, the Non-College Board or the College Board and not by the individual Unit Owners, unless an alleged construction defect relates to one Unit only and is not a common defect affecting two or more Units. During the period that the Sponsor controls the Non-College Board, however, any decision to enforce such obligations shall be made by majority vote of the non-Sponsor controlled members of the Non-College Board. In the event of a conflict between the provisions of the College Contract and the provisions of this Plan, the provisions of the College Contract shall control; provided, however, that in the event that the owner of a Non-College Unit would be adversely affected by the terms and conditions of the College Contract, then in such event, the provisions of this Plan would control. (For further details see "Rights and Obligations of the Sponsor" in Part I of the Plan.)

9. Liability of the Board of Managers.

The 352 Board and the Non-College Board shall have no liability to the Unit Owners in the management of the 352 Association or the Non-College Association, respectively, except for willful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the 352 Board and the Non-College Board against any liabilities or claims arising from acts taken by a member of the 352 Board and/or the Non-College Board, as the case may be, in accordance with his duties, except acts of willful misconduct or acts made in bad faith. However, the several liability of a Unit Owner shall be limited to the extent that his proportionate interest in the Common Elements bears to the total liability of the members of the 352 Board and/or the Non-College Board, as the case may be. (See "Rights and Obligations of the Board of Managers" in Part I of the Plan.)

10. Effectiveness of Plan.

Pursuant to existing law and regulation, the Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent of the Units in the building. Accordingly, the Sponsor may declare the Plan effective based upon the College Contract and, at this time, it is the intention of the Sponsor to declare the Plan effective based upon the College Contract. Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to convert the building with fewer than the minimum number of sales, if the College Purchaser or any other Purchasers counted towards effectiveness do not ultimately purchase a Unit. Additionally, even if the Plan is declared effective based solely upon the College Contract, there is no guarantee that the balance of the Units will ever be sold.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions include requiring that a certain percentage (such as 35 % or 50 %) of the units in a building be sold before the lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building where the percentage of units purchased is lower than a lender's particular sales minimum.

Even once 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. (For further details, see the section of the Plan entitled "Effective Date".)

11. Upgrades or Extras – Non-College Units Only.

All funds received by the Sponsor for upgrades or extras must initially be placed in the escrow account. However, Purchasers should note as a special risk that such funds may be released from said escrow account by the escrow agent as long as they are used for such upgrades or extras. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras. (See "Procedure to Purchase" in Part I of the Plan.)

12. Limitation of Sponsor's Liability.

Solely to the extent permitted by applicable law, statute and/or regulation, as the case may be, Sponsor's liability to any Purchaser under this Plan, to such Purchaser's successors or assigns, or to the Board of Managers (except for Sponsor's failure to perform any specific obligations pursuant to this Plan) shall be limited (solely to the extent permitted by applicable law) to the net proceeds paid to Sponsor from the sale of the offered 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). However, notwithstanding the foregoing, nothing contained herein shall limit Sponsor's liability for personal injury (including wrongful death) or for any violations by Sponsor under Article 23-A of the New York General Business Law, under Part 20 of the Department of Law's Regulations concerning newly constructed, rehabilitated and vacant condominiums or under Sections 5-322.1 or 5-323 of the General Obligations Law. In the event of a conflict between the provisions of the College Contract and the provisions of this Plan, the provisions of the College Contract shall control; provided, however, that in the event that the owner of a Non-College Unit would be adversely affected by the terms and conditions of the College Contract, then in such event, the provisions of this Plan would control.. (See "Rights and Obligations of Sponsor" in Part I of the Plan).

13. Use of Residential Units.

The Non-College Units may be used only for residential purposes. Subject to compliance with the terms and conditions of the LDA (as defined in Special Risk 14 below), the College Units may be used for any lawful purpose. Unsold Residential Units may be used for any lawful purpose by the Sponsor. (See the section of the Plan entitled "Rights and Obligations of Unit Owners" for further details.)

14. Community Facility Units.

Pursuant to that certain Land Disposition Agreement dated as of June 27, 2003 by and between the City of New York and the Sponsor ["***LDA***"], the Community Facility Units must be utilized as community space (e.g., as a day care center, school, medical office, etc.). The Community Facility Units will be owned by the College Purchaser. The Condominium Board will have no right to restrict or limit the uses of the Community Facility Units provided such uses are in compliance with the LDA and otherwise in compliance with law. Subject to the provisions of the preceding sentence, the Community Facility Units, or any part thereof, may be used for purposes which are inconsistent with residential uses, including uses which may cause excessive noise, heavy traffic and/or odors.

Each Community Facility Unit may be subdivided into two or more units. In addition, each Community Facility Unit may contain any exterior design or improvements permitted by the Community Facility Unit Owner(s), subject only to the requirements of law. Subject to compliance with the terms and conditions of the LDA, the Board of Managers and Residential Unit Owners do not have the right of approval over the use or any changes in the use of the Community Facility Units or any part thereof, nor of the interior or exterior design of any Community Facility Unit, signs, security gates, awnings, canopies, lighting, landscaping or the like. (See "The Community Facility Units" in Part I of the Plan for further details.)

15. Temporary Certificate of Occupancy.

Prospective Purchasers are advised that if by the date of the First Closing only a temporary certificate of occupancy for the building in which the Condominium is located shall have been issued, a permanent or temporary certificate of occupancy is required for residential use of the building in which the Condominium is located. If the temporary certificate of occupancy shall have expired prior to the date of the issuance of a permanent certificate of occupancy, residential occupancy of the Units will be in violation of the Multiple Dwelling Law, subjecting the occupants to penalties under the Multiple Dwelling Law including possible eviction of residential occupants. The Sponsor is obligated to obtain the permanent certificate of occupancy. (See the section of the Plan entitled "Rights and Obligations of the Sponsor".)

16. Real Estate Tax Benefits.

Application will be made by the Sponsor for partial exemption and/or abatement from real estate taxes on the Non-College Units. There can be no assurances of the amount of the abatement and/or exemption, when such abatement and/or exemption will become effective, or that such application will be granted, although Sponsor knows of no reason why such application would not be granted. If such application is not granted, there will be no partial exemption or abatement from real estate taxes on the Non-College Units and Purchasers will have no right to rescind their Purchase Agreements as a result. Except as otherwise required by the provisions of the College Contract, the Sponsor has no obligation of any nature whatsoever to apply for, pursue and/or obtain any exemption and/or abatement, in whole or in part, from real estate taxes with respect to the College Units. (See "Notes" to Schedule "A" and "Opinion of Counsel" for additional information regarding the real estate tax exemption).

17. No Bond or Security for Sponsor's Obligations.

No bond or other security has been furnished to secure the performance of the Sponsor's obligations set forth herein. The ability of Sponsor to perform its obligations will depend upon its financial condition, when and if it is called upon to perform. No warranty is made that Sponsor will be financially able to perform any or all of such obligations. (See the section of the Plan entitled "Rights and Obligations of the Sponsor".)

18. Default by College Purchaser - No Bond or Security for College Purchaser's Obligations.

The College Units comprise in excess of seventy (70%) percent of the total floor area of the building in which the Condominium is located. Accordingly, the College Purchaser will be responsible for the payment of more than seventy (70%) percent of the total Common Charges due and owing to the 352 Association. No bond or other security has been furnished to secure the performance of the College Purchaser's obligations set forth herein. The ability of the College Purchaser to perform its obligations will depend upon its financial condition, when and if it is called upon to perform. No warranty is made that the College Purchaser will be financially able to perform any or all of such obligations. In view of the limited scope of the projected budget of the 352 Association, it is unlikely that the operation of the Condominium as a whole and/or the owners of the Non-College Units would be materially and adversely affected in the event that the College Purchaser was unable to fulfill its obligations to the 352 Association with respect to the College Units. However, the owners of the Non-College Units could be called upon by the 352 Board to make up any short-fall in Common Charges to the 352 Association (See the section of the Plan entitled "Rights and Obligations of Unit Owners".)

19. Lot Line Windows.

Windows are provided at the Property line on the North side of the South Tower and on the East side of the North Tower ["***Lot Line Window(s)***"]. The Lot Line Windows are not relied upon for air or light and may be blocked by the construction of a building on the adjacent property without notification. The Sponsor estimates that the cost of closing a Lot Line Window in the event that said Lot Line Window becomes blocked by construction on the adjacent property is approximately Two Thousand Five Hundred ($2,500.00) Dollars, which cost shall be borne exclusively by the Unit Owner of the Unit containing the Lot Line Window. All rooms containing Lot Line Window(s) at the Property may still be legally occupied in the event that the Lot Line Window(s) are closed. (See the section of the Plan entitled "Description of Property and Improvements".)

20. Secured Enforcement Mortgage.

The sale of a Non-College Unit is expressly conditioned on a Purchaser being deemed eligible pursuant to certain marketing policies and procedures established and administered by the New York City Department of Housing Preservation and Development ("***HPD***") until such time as the requirements of HPD as to the marketing and sale of Non-College Units are no longer applicable. The Purchaser of a Non-College Unit shall be required to occupy the Non-College Unit as the Purchaser's primary residence for at least twenty-five (25) years. At closing of title to each Non-College Unit, each Purchaser of a Non-College Unit shall execute a subordinate note ("***Secured Enforcement Note***") and an enforcement mortgage (the "***Secured Enforcement Mortgage***") in favor of the City of New York ("***City***") to evidence and secure payment of the maximum amount of Seventy-Five Thousand and 00/100 ($75,000.00) Dollars ("***Debt***") on the terms and conditions described below or on such other

terms and on such forms as the City shall require. The obligation to repay the Debt reflected by the Secured Enforcement Note and the Secured Enforcement Mortgage is a standing loan which bears no interest and does not require the payment of installments of principal except in certain circumstances in the event of a sale and/or refinancing of a Unit as described therein. The security instruments for the Debt and the lien they represent shall not be junior to any lien on the Non-College Unit other than a "conventional" first mortgage given to an institutional lender for the partial financing of the purchase of the Non-College Unit. (See the section of the Plan entitled "Eligibility and Procedure to Purchase – Non-College Units".)

INTRODUCTION

The purpose of this Offering Plan is to set forth all of the material terms of the offer to sell Condominium Units in the premises known as the Cathedral Gardens Condominium located at 352 Cathedral Parkway, New York, New York ("***Property***"). This Plan may be amended from time to time when an amendment is filed with the New York State Department of Law. Any and all such amendments shall be served upon Purchasers and Unit Owners. The Condominium is subject to and complies with the New York Condominium Act (Article 9-B of the Real Property Law).

The Sponsor is 110th Street Equities, LLC, who acquired the Property on June 27, 2003.

Twenty-Eight (28) Residential Units (including the Residential Units which comprise a portion of the College Units) and two (2) Community Facility Units (which comprise a portion of the College Units) are being offered for sale. See Schedule A hereto. The Sponsor will endeavor in good faith to sell, rather than rent, the Units. The terms and conditions of the construction loan obtained by the Sponsor from The Community Preservation Corporation ("***CPC***") with respect to the Condominium and the requirements of HPD require that the Sponsor sell rather than rent the Units. Notwithstanding the foregoing, under certain market conditions (e.g., a decline in the value and potential selling price with respect to the Non-College Units by more than twenty (20%) percent of the selling prices set forth in this Plan), the Sponsor, with the consent of CPC and HPD, reserves the right to rent rather than sell the Units.
In the event that the Sponsor makes a bulk transfer with respect to any or all unsold Non-College Units, then in such event, the transferee with respect to such unsold units shall be bound by the Sponsor's commitment to use good faith efforts to sell, rather than rent, the Units.

The Sponsor has obtained construction financing in connection with the construction of the condominium from The Community Preservation Corporation ("***CPC***"). The terms of the construction loan documents provide, among other things, that CPC will determine the minimum number of Units which must be under contract in order to declare the Plan effective, subject to applicable law.

The prices for the Units are set forth at Schedule "A" which may be found at page 4. THESE PRICES HAVE BEEN SET BY THE SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

This Plan, including all Schedules and Parts A, B and C of the Exhibits, constitutes the entire offer of the Sponsor. Parts A, B and C of the Exhibits delivered to the Department of Law contain all of the documents referred to in this Plan. Copies of this Plan and Parts A, B and C of the Exhibits will be available for inspection without charge to prospective Purchasers and their attorneys at the site whenever the site sales office is open and at the office of the Selling Agent. Copies of such documents may be made at Purchaser's expense.

As in the ownership of real estate, the purchaser of a Unit (the "***Unit Owner***") owns his Unit in fee simple absolute and is entitled to exclusive possession of that Unit, together with an interest in and right to use the Common Elements. (For a description of the term "Unit", see the definitions annexed to the Declaration of Condominium contained in Part II of this Plan.) All Unit Owners will own in common all exterior walls and roofs of the building and all land and improvements located outside the Units.

The affairs of the Condominium shall be managed by three (3) separate and distinct condominium associations, to wit, the Non-College Association, the College Association and the 352 Association. Each condominium association shall be governed by a board of managers. The College Purchaser is obligated to comply with the Declaration, the By-Laws, the rules and regulations and any other requirements of the 352 Board. The Non-College Purchasers are obligated to comply with the Declaration, the By-Laws, the rules and regulations and any other requirements of the 352 Board and/or the Non-College Board, as the case may be. The Units may be purchased for all cash or may be purchased partly for cash and partly by mortgage. A prospective Purchaser who wishes to obtain mortgage financing must make his own arrangements for same. In no event will the Purchase Agreement be contingent upon the Purchaser obtaining financing.

Each Unit will be assessed and taxed separately for real estate tax purposes and, therefore, no Unit Owner will be liable for the payment of real estate taxes on any other Unit after the Units have been separately assessed. Each Unit Owner can sell his Unit without restriction to whomever he desires, subject to the Condominium's right of first refusal which shall not apply to the College Units. The College Purchaser is required to (i) pay any and all expenses in connection with the operation of the College Association and the College Units and (ii) pay monthly Common Charges to assessed by the 352 Board for the operation of the 352 Association. Each owner of a Non-College Unit is required to pay monthly Common Charges assessed by the Non-College Board for the operation of the Non-College Association and monthly Common Charges assessed by the 352 Board for the operation of the 352 Association. Fire and liability insurance and water charges are included with other items as part of the Common Charges, but fire, personal injury liability and liability insurance for the Purchaser's personal effects and the interior of a Unit should be carried by the individual Purchaser. Each Unit will be individually metered for electricity and gas. Each Unit Owner will be responsible for the cost of repairs and decoration to the interior of his Unit. Common Charges are levied in proportion to the interest in the "Common Elements" appurtenant to each Unit, in accordance with the New York Condominium Act, Real Property Law Sections 339-i and 339-m. Each Purchaser is obligated for the cost of his own interior decoration and repairs after the closing of title to his Unit.

There is no limitation on who may purchase Units except as specifically set forth in this Plan including without limitation, the section of this Plan entitled "Eligibility and Procedure to Purchase".

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 AN AGREEMENT TO PURCHASE A CONDOMINIUM.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The building will be comprised of a ground floor, a cellar and two (2) towers containing the Residential Units. The North tower of the building will contain fifteen (15) floors ("***North Tower***") and the South tower of the building will contain ten (10) floors ("***South Tower***"). The College Units will occupy the entire South Tower, the portion of the first (1^{st}) floor of the building comprising the Community Facility Units and the entire third (3^{rd}) through sixth (6^{th}) floors of the North Tower of the building. The three (3) Residential Units which comprise a part of the College Units are comprised of (i) eighteen (18) student dormitory suites and (ii) twenty-seven (27) college faculty apartments (provided, however, that

the College Purchaser may utilize the student dormitory suites and the faculty apartments for any lawful purpose). The first (1st) floor of the building will contain the two (2) Community Facility Units, the building entrance with respect to the College Units, the building entrance with respect to the Non-College Units and a portion of the Residential Units comprising the College Units. The portion of the building comprised of the College Units and the portion of the building comprised of the Non-College Units will each be serviced by an independent elevator tower. The Non-College Units shall occupy floors seven (7) through fifteen (15) of the North Tower. The Seventh (7th), Eighth (8th), Ninth (9th), Eleventh (11th), Twelfth (12th) and Thirteenth (13th) floors of the North Tower will each contain three (3) two (2) bedroom Units. The tenth (10th) floor of the building will contain one (1) one (1) bedroom Unit and two (2) two (2) bedroom Units. The fourteenth (14th) and fifteenth (15th) floors of the building will contain two (2) two (2) bedroom Units. Lot Line Windows are provided at the Property line on the North side of the South Tower and on the East side of the North Tower. The Lot Line Windows are not relied upon for air or light and may be blocked by the construction of a building on the adjacent property without notification. The Sponsor estimates that the cost of closing a Lot Line Window in the event that said Lot Line Window becomes blocked by construction on the adjacent property is approximately Two Thousand Five Hundred ($2,500.00) Dollars, which cost shall be borne exclusively by the Unit Owner of the Unit containing the Lot Line Window. All rooms containing Lot Line Window(s) at the Property may still be legally occupied in the event that the Lot Line Window(s) are closed.

The Property is currently vacant land.

Construction of the building is expected to be completed on or about December 1, 2005. Within sixty (60) days thereafter, the Sponsor expects to close title to the first Unit. This date may be later or earlier than expected depending on many factors involved in the construction. It is anticipated that all Units will be completed on or about December 1, 2005.

Parking is permitted on the street on a limited basis.

Any special work which a Purchaser desires for his Unit prior to closing shall be performed only with Sponsor's prior written consent and designation or approval of all contractors and suppliers in connection therewith, which consent and approval shall be solely within the discretion of the Sponsor.

Each Unit and all of the fixtures and personal property contained therein is sold "as is" as of the time of transfer of title to the Unit, unless the Sponsor and Purchaser agree otherwise in writing.

LOCATION AND AREA INFORMATION

The Condominium is located at 352 Cathedral Parkway, New York, New York and also at 217 Manhattan Avenue, New York, New York.

Located on Cathedral Parkway (West 110th Street) between Manhattan Avenue and Columbus Avenue, the Condominium is located in the heart of the vibrant Columbia University/Barnard College community. The neighborhood is accessible by public transportation (subways and buses) and includes many schools, religious institutions, restaurants and shops. Three (3) blocks to the East is Central Park. Fifteen (15) blocks to the north is 125th Street, the main shopping thoroughfare of Harlem. Police, fire, water, sanitation, snow removal and road maintenance services are all provided by the City of New York. Saint Lukes – Roosevelt Hospital, the nearest hospital to the Condominium, is located at

Amsterdam Avenue and 114th Street. The police precinct serving the neighborhood in which the Condominium is located is the 24th precinct, located at 151 West 100th Street, New York, New York. The closest fire house to the Condominium is Engine 47, located at 125 Amsterdam Avenue, New York, New York.

OFFERING PRICES AND RELATED CONDOMINIUM UNIT INFORMATION FOR PROJECTED FIRST YEAR OF OPERATION OF THE NON-COLLEGE ASSOCIATION

January 1, 2006 – December 31, 2006

SCHEDULE A

Unit Number	(1) Approximate Area (sq ft)	Number of Baths	Number Bedrooms	(2) % of Common Interest	(3) Offering Price	(4) Proportionate Valuation	(5) Estimated Monthly Common Charge	(6) Estimated Monthly Real Estate Taxes With 421-a Tax Benefits	(7) Estimated Monthly Real Estate Taxes Without 421-a Tax Benefits	(8) Estimated Carrying Charges With 421-a Tax Benefits	(9) Estimated Carrying Charges Without 421-a Tax Benefits	(10) 2004/2005 Estimated Post Construction Monthly Real Estate Taxes Without 421-a Tax Benefits
Non-College Units:												
7A	1,316	2	2	4.78%	$720,000.00	3.94%	$697.08	$38.80	$516.35	$735.89	$1,213.44	$2,894.44
7B	1,026	2	2	3.72%	$550,000.00	3.94%	$542.50	$38.80	$516.35	$581.30	$1,058.85	$2,894.44
7C	998	2	1	3.61%	$500,000.00	3.94%	$526.46	$38.80	$516.35	$565.26	$1,042.81	$2,894.44
8A	1,316	2	2	4.78%	$700,000.00	3.94%	$697.08	$38.80	$516.35	$735.89	$1,213.44	$2,894.44
8B	1,026	2	1	3.72%	$600,000.00	3.94%	$542.50	$38.80	$516.35	$581.30	$1,058.85	$2,894.44
8C	998	2	2	3.61%	$550,000.00	3.94%	$526.46	$38.80	$516.35	$565.26	$1,042.81	$2,894.44
9A	1,316	2	2	4.78%	$705,000.00	3.94%	$697.08	$38.80	$516.35	$735.89	$1,213.44	$2,894.44
9B	1,026	2	2	3.72%	$650,000.00	3.94%	$542.50	$38.80	$516.35	$581.30	$1,058.85	$2,894.44
9C	998	2	2	3.61%	$600,000.00	3.94%	$526.46	$38.80	$516.35	$565.26	$1,042.81	$2,894.44
10A	1,316	2	2	4.78%	$705,000.00	3.94%	$697.08	$38.80	$516.35	$735.89	$1,213.44	$2,894.44
10B	833	1	1	2.95%	$450,000.00	3.94%	$430.21	$38.80	$516.35	$469.01	$ 946.56	$2,894.44
10C	998	2	2	3.61%	$650,000.00	3.94%	$526.46	$38.80	$516.35	$565.26	$1,042.81	$2,894.44
11A	1,316	2	2	4.78%	$710,000.00	3.94%	$697.08	$38.80	$516.35	$735.89	$1,213.44	$2,894.44
11B	1,026	2	2	3.72%	$675,000.00	3.94%	$542.50	$38.80	$516.35	$581.30	$1,058.85	$2,894.44
11C	998	2	2	3.61%	$675,000.00	3.94%	$526.46	$38.80	$516.35	$565.26	$1,042.81	$2,894.44
12A	1,316	2	2	4.78%	$710,000.00	3.94%	$697.08	$38.80	$516.35	$735.89	$1,213.44	$2,894.44
12B	1,026	2	2	3.72%	$700,000.00	3.94%	$542.50	$38.80	$516.35	$581.30	$1,058.85	$2,894.44
12C	998	2	2	3.61%	$700,000.00	3.94%	$526.46	$38.80	$516.35	$565.26	$1,042.81	$2,894.44
13A	1,316	2	2	4.78%	$715,000.00	3.94%	$697.08	$38.80	$516.35	$735.89	$1,213.44	$2,894.44
13B	1,026	2	2	3.72%	$710,000.00	3.94%	$542.50	$38.80	$516.35	$581.30	$1,058.85	$2,894.44

Unit Number	Approximate Area (sq ft)	Number of Baths	Number Bedrooms	(2) % of Common Interest	(3) Offering Price	(4) Proportionate Valuation	(5) Estimated Monthly Common Charge	(6) Estimated Monthly Real Estate Taxes With 421-a Tax Benefits	(7) Estimated Monthly Real Estate Taxes Without 421-a Tax Benefits	(8) Estimated Carrying Charges With 421-a Tax Benefits	(9) Estimated Carrying Charges Without 421-a Tax Benefits	(10) 2004/2005 Estimated Post Construction Monthly Real Estate Taxes Without 421-a Tax Benefits
13C	998	2	2	3.61%	$710,000.00	3.94%	$526.46	$38.80	$516.35	$565.26	$1,042.81	$2,894.44
14A	1,157	2	2	4.20%	$720,000.00	4.31%	$612.50	$42.45	$564.85	$654.95	$1,177.35	$3,166.30
14B	1,039	2	2	3.80%	$720,000.00	4.31%	$554.17	$42.45	$564.85	$596.61	$1,119.02	$3,166.30
15A	1,157	2	2	4.20%	$720,000.00	4.33%	$612.50	$42.62	$567.13	$655.12	$1,179.63	$3,179.09
15B	1,039	2	2	3.80%	$720,000.00	4.33%	$554.17	$42.62	$567.13	$596.79	$1,121.30	$3,179.09
TOTALS	27,579			100.00%	$16,565,000.0	100.00%	$14,583.33	$984.94	$13,107.31	$15,568.33	$27,690.71	$73,474.02

IN ADDITION TO THE TWENTY-FIVE (25) NON-COLLEGE UNITS, SET FORTH IN SCHEDULE A, THE CONDOMINIUM WILL BE COMPRISED OF FORTY-FIVE (45) RESIDENTIAL UNITS (INCLUDING 22 COLLEGE FACULTY APARTMENTS AND 18 STUDENT DORMITORY SUITES AND TWO (2) COMMUNITY FACILITY UNITS WHICH WILL BE PURCHASED BY THE COLLEGE PURCHASER PURSUANT TO THE TERMS AND CONDITIONS OF THE COLLEGE CONTRACT (SEE SPECIAL RISKS 1, 14 AND 18 OF THIS PLAN).

FOOTNOTES TO SCHEDULE A

1. The building will be comprised of a ground floor, a cellar and two (2) towers containing the Residential Units. The North tower of the building will contain fifteen (15) floors ("***North Tower***") and the South tower of the building will contain ten (10) floors ("***South Tower***"). The College Units will occupy the entire South Tower, the portion of the first (1st) floor of the building comprising the Community Facility Units and the entire third (3rd) through sixth (6th) floors of the North Tower of the building. The three (3) Residential Units which comprise a part of the College Units are comprised of (i) eighteen (18) student dormitory suites and (ii) twenty-seven (27) college faculty apartments (provided, however, that the College Purchaser may utilize the student dormitory suites and the faculty apartments for any lawful purpose). The first (1st) floor of the building will contain the two (2) Community Facility Units, the building entrance with respect to the College Units, the building entrance with respect to the Non-College Units and a portion of the Residential Units comprising the College Units. The portion of the building comprised of the College Units and the portion of the building comprised of the Non-College Units will each be serviced by an independent elevator tower. The Non-College Units shall occupy floors seven (7) through fifteen (15) of the North Tower. The Seventh (7th), Eighth (8th), Ninth (9th), Eleventh (11th), Twelfth (12th) and Thirteenth (13th) floors of the North Tower will each contain three (3) two (2) bedroom Units. The tenth (10th) floor of the building will contain one (1) one (1) bedroom Unit and two (2) two (2) bedroom Units. The fourteenth (14th) and fifteenth (15th) floors of the building will contain two (2) two (2) bedroom Units. Copies of the floor plans with respect to the Non-College Units are included in Part II of this Plan. The boundaries of each Unit for the purpose of calculating approximate area consist of the area measured horizontally between the outside surface of the exterior masonry wall enclosing each such Unit [and the inside (unexposed) surface of any wall other than an exterior wall or demising wall], to the center line of any demising wall between two adjacent Units, and the area measured vertically from the top of the concrete or plywood subfloor to the unexposed surface of the sheetrock ceiling. Any floor plan or sketch shown to a prospective Purchaser is only an approximation of the dimensions and layout of a typical Unit. Each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition.

2. Pursuant to the New York Condominium Act, Real Property Law Section 339-i.1(iv), the percentage interest of each Unit is based upon floor space, subject to the location of such space and 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 Unit approximate proportion that the floor space of the particular Unit bears to the aggregate floor area of all of the Units, subject to the location of such space and additional factors relative to the uniqueness of such Unit.

3. Sponsor has reserved the right to change the Purchase Price for any Unit from time to time. The Offering Price for an individual Unit may be decreased without amendment to the Plan; however, the Plan must be amended before (i) the price for one (1) or more Units is increased, (ii) a change in price with respect to one (1) or more Units is to be advertised or (iii) any price change which affects "across-the-board" one or more lines of Units or Unit models.

Prices set forth in Schedule "A" are negotiable. All price changes will be made by amendment, except individually negotiated price decreases, which may be made without amendment. (See "Changes in Prices and Units" for further discussion.)

Prospective Purchasers of Non-College Units are advised that in addition to the Purchase Prices, they will incur closing costs, including a fee of $950 to Todtman, Nachamie, Spizz & Johns, P.C., counsel to Sponsor, for its services in connection with preparing the Unit Deed and the Unit Owner's Power of Attorney and for coordinating and attending the closing. If the closing takes place anywhere other than at the office of Sponsor's counsel, an additional fee of $250 will be charged for attending the closing. If the closing takes longer than two (2) hours through no fault of the Sponsor, an additional fee of $200 will be charged for each hour or part thereof that the closing is not concluded. If the closing is adjourned at Purchaser's request, an additional fee of $250 will be charged for each adjournment. Purchasers will also incur certain closing adjustments. If Purchaser elects to use a title company other than Chicago Title Insurance Company, an additional fee of $500 will be payable to Sponsor's counsel for the additional time involved in clearing title. Purchasers are also responsible for the payment of the State and City transfer taxes and a contribution to the Working Capital Fund. In addition, each Purchaser of a Non-College Unit shall be required to pay (i) any and all recording charges incurred in connection with the closing including, without limitation, the charges for recording any and any and all releases, UCC-3 Termination Statements and other documents required to release the Unit from the lien of the Sponsor's previously existing construction mortgage and (ii) any and all fees charged by the Purchaser's title insurance company in connection with the preparation of the ACRIS real estate transfer documents required by the New York City Department of Finance. (See "Closing Costs and Adjustments" for further discussion.)

4. Each Unit will be taxed as a separate tax lot for real estate tax purposes. In arriving at the assessed valuation for each Unit in the Condominium, the building is first assessed as an entirety. This overall assessment is then apportioned among the respective Units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Floor Plans are filed with the Office of the City Register. The apportionment will be based in part upon the proportion the projected selling price presented in the Plan for each Unit bears to the gross sellout price for all Units available for purchase in the project (hereinafter, **"Proportionate Valuation"**) and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases on particular Units. No Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. The City of New York subdivides tax lots into separately assessed lots as of July 1st of every year. Accordingly, depending upon when the Declaration and By-Laws are recorded, there can be a delay of up to a year and several months until a separate assessment can be obtained.

Until the Units are separately assessed, each Non-College Unit Owner will pay to the Condominium his Unit's pro rata share of the Property's real estate taxes for the period in question. This pro-ration will be made by first allocating the Property's taxes among the Community Facility Units and the Residential Units based upon the approximated percentages set forth on page 4 of the Real Estate Tax Opinion Letter. The share of the Property's taxes so allocated to the Residential Units will then be pro-rated to each individual Residential Unit on the basis of the ratio that the initial offering price for the Unit set forth in Schedule A above bears to the total initial offering prices of all Units set forth in Schedule A (as it may be amended from time to time). The Non-College Board will pay such real estate taxes to the Department of Finance of the City of New York or directly to Sponsor if Sponsor has paid such real estate taxes. If any Non-College Unit Owner fails to pay his pro rata share as set forth above, the Non-College Board will be entitled to assess late charges and/or place a lien on such Unit as if such unpaid share were Common charges. At such time as a Non-College Unit is separately assessed and separate tax bills are issued, the Non-College Unit Owner will pay such taxes directly to

the taxing authority. The liability of the College Purchaser with respect to real estate taxes assessed against the College Units is addressed in the College Contract and has not been incorporated herein.

There is no assurance that the pro-ration of real estate taxes described in the paragraphs above will equal the actual amount of real estate taxes which will be assessed against the Units, and the actual amounts may vary considerably from the method set forth above. Sponsor will amend the Plan to disclose the actual amount of real estate taxes assessed against the Units promptly after the same are assessed.

5. These estimates were based upon "Schedule B - Budget for First Year of Condominium Operation", which was prepared by the Sponsor on the assumption that the first year of Condominium operation will be from January 1, 2006 to December 31, 2006. The actual first year of operation may be earlier or later than that year.

In addition to these estimated monthly charges, each Unit Owner will incur additional expenses for: (a) mortgage payments under a loan or loans (if any) obtained to finance the purchase of his Unit; (b) the cost of electricity supplied to his Unit, which will be separately metered and will be payable directly to the utility company as and when billed; (c) the cost of interior repairs to, and the maintenance, painting and decoration of, his Unit (including without limitation, the equipment and appliances contained therein) and (d) the cost of any insurance that he may obtain covering (i) the furniture, belongings, equipment and other personal property in the Unit and (ii) his liability to others for personal injury or property damage as a result of occurrences in the Unit.

6. Those eligible projects which meet the requirements of the statute and receive partial 421-a benefits, are exempt from taxation on the increase in assessed valuation resulting from construction of the improvements. HPD Regs. §6-02(d)(5)(C), provides for a 25 year exemption for those buildings located in Manhattan south of 110th Street. One-hundred per cent (100%) of such increase is exempt during construction, and for twenty-one years subsequent to completion thereof. Beginning in the third year following completion of construction, the percentage of exemption decreases by 20% each year for a period of eight years. Full taxes are payable in the eleventh year following completion of construction.

Throughout the exemption period, real estate taxes will be based upon the tax rate fixed annually by the City Council on or about June 15, multiplied by the addition of (a) that portion of the assessed valuation of the property attributable to the Non-College Units as of the tax year prior to the tax year during which construction commenced (2004/2005, or $88,919, the "***Mini-Tax Assessed Valuation***"), and (b) the current assessed valuation less the applicable exempt percentage.

Assuming that the property will qualify for 421-a benefits, the post-construction assessment will be 100% exempt for a period of two years. Taxes payable during each of tax years 2005/2006 and 2006/2007, by all Non-College Units combined, will be as follows:

Mini-tax assessed valuation:	$ 88,919[1]
Taxes Payable @ 13.00% Estimated 2005/2006 Tax Rate:	$ 11,559
Taxes Payable @ 13.390% Estimated 2006/2007 Tax Rate:	$ 11,906

[1] 2005/2006 Actual Assessed Valuation for all lots combined, or $245,700 x .3619 = $88,919

The tax liability of a particular residential unit, assuming (a) the overall actual assessment as estimated above; (b) the Proportionate Valuation calculated in accordance with the guidelines set forth above; (c) tax rates as estimated above; and (d) timely implementation of 421-a benefits, may be estimated as follows for the fiscal period 1/1/2006-12/31/2006:

Estimated tax liability for individual qualifying Non-College Unit = $11,733[2] x Proportionate Valuation

The Sponsor will apply for a Preliminary Certificate of Eligibility with respect to the Non-College Units for partial tax exemption from the New York City Department of Housing Preservation and Development. It is expected that a permanent Certificate of Occupancy for the Building or a temporary Certificate of Occupancy for all residential Units in the Building will be obtained prior to December 31, 2005, and that the 10 year exemption period will begin with fiscal year 2006/2007. The estimated tax is based on the assumption that the partial exemption will be in effect for the First Year of Condominium Operation. Except as set forth above and/or as otherwise required by the provisions of the College Contract, the Sponsor has no obligation of any nature whatsoever to apply for, pursue and/or obtain any exemption and/or abatement, in whole or in part, from real estate taxes with respect to the College Units.

No warranty or guarantee is made as to the amount of any tax exemption that will actually be received. In addition, no warranty or guarantee is made that the actual assessed valuation or the assessed valuation for the Property if Section 421-a benefits are granted will be as projected above, that the projected tax rate will be in effect for all or any portion of the Property during the First year of Condominium Operation or that the real estate taxes will be allocated among the Residential Units, Community Facility Units as set forth above. In no event will Sponsor, Sponsor's Counsel, Sponsor's Real Estate Tax counsel, the Selling Agent or any offeror hereunder be liable to any Purchaser, nor will any Purchaser have the right to rescind his Purchase Agreement, in the event Section 421-a benefits are not granted or, if granted, in the event the amount of such exemption and the resulting taxes differ from those projected.

Upon closing, Sponsor will make all tax benefit documents available to the Board of Managers for inspection and copying for the life of the benefits. In addition, Sponsor will file all applications and timely comply with all procedures required to properly process and maintain the tax benefits.

7. It has been the practice of the Real Property Assessment Department of the City of New York to review the assessed valuation of newly constructed buildings. The real estate tax for the Residential Units combined, during the first year of Condominium operation (1/1/2006- 12/31/2006), is expected to be approximately $243,739.[3]

8. These figures represent the aggregate of the estimated Common Charges and the estimated real estate taxes for the first year of operation of the Non-College Association with exemption. Moreover, any tax deduction may vary from year to year due to to (i) changes in the interest

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[2] $11,559 x6/12 + $5,780 [Tax Year 2005/2006] + $11,906 x 6/12 = $5,953 [Tax Year 2006/2007] = $11,753

[3] [$38,195 x 6/12 = $19,098 (Tax Year 2005/2006) + [$449,282 x 6/12 = $224,641 (Tax Year 2006/2007)] = $243,739.

rate on the Unit Owner's mortgage (if any), (ii) changes in the allocation of constant debt service payments to interest and principal, (iii) changes in real property taxes resulting from the expiration of tax benefits, changes in assessed value, changes in the tax rate or changes in the method of assessing real property.

9. These figures represent the aggregate of the estimated Common Charges and the estimated real estate taxes for the first year of operation of the Non-College Association without the projected estimated tax exemption.

10. The estimated real estate taxes payable for fiscal period January 1, 2006 – Deember 31, 2006 do not reflect a fully completed structure. Therefore, assuming construction is complete by January 5, 2006, the first fully assessed tax year will be 2006/2007. For the purposes of the following projections, it is estimated that the tax rate for tax year 2006/2007, for residential real property (tax class 2), will be approximately 14.00%, and for Community Facility real property (tax class 4), will be approximately 13.90%.

Taxes payable during tax year 2006/2007 by all Non-College Units combined, assuming no 421-a exemption benefits, are projected as follows:

Est. Actual Assessed Valuation:	$3,355,358
Taxes Payable @ est. 13.90% Tax Rate:	$ 449,282

SCHEDULE B

PROJECTED BUDGET FOR THE FIRST YEAR OF OPERATION OF THE
352 CATHEDRAL GARDENS CONDOMINIUM ASSOCIATION
(January 1, 2006 to December 31, 2006)

INCOME:		
College Units (including Community Facility Units) 352 Common Charges (Note 1)	$35,000.00	
Non-College Units 352 Common Charges (Note 1)	$15,000.00	
Total Common Charges		$50,000.00
EXPENSES:		
Salaries and Wages (Note 2)	$ 4,000.00	
Heating (Note 3)	$ 0.00	
Electricity (Note 4)	$ 5,000.00	
Repairs and Maintenance (Note 5)	$11,000.00	
Supplies (Note 5)	$ 8,000.00	
Insurance (Note 6)	$16,000.00	
Legal and Auditing (Note 7)	$ 3,000.00	
Reserve Fund (Note 8)	$ 3,000.00	
TOTAL (Note 9)		$50,000.00

FOOTNOTES TO SCHEDULE B

1. Common Charges (Budget - $50,000.00)

The amount of the 352 Common Charges is the estimated income needed to pay the Common Expenses attributable to the General Common Elements of the Condominium and the operation of the 352 Association. The College Purchaser and the owners of the Non-College Units are each responsible for their proportionate share of the 352 Common Charges in accordance with their respective common interest in the General Common Elements.

The College Units and the College Common Elements will be served by systems (i.e., plumbing heating, ventilation and electrical) that serve only the College Units and the College Common Elements. The College Units will be separately metered for heat, water and electricity. The College Purchaser will be responsible for one hundred (100%) percent of the common charges due and owing to the College Association in connection with the operation and maintenance of the College Common Elements. The Non-College Units and the Non-College Common Elements will be served by systems (i.e., plumbing

heating, ventilation and electrical) that serve only the Non-College Units. The Non-College Units will be separately metered for heat, water and electricity. The owners of the Non-College Units will be responsible for one hundred (100%) percent of the common charges due and owing to the Non-College Association in connection with the operation and maintenance of the Non-College Common Elements.

Immediately following the Footnotes to Schedule B is Schedule B-1 which contains a projected budget for the first year of operation of the Non-College Association with respect to the Non-College Units only.

2. Salaries and Wages (Budget - $4,000.00)

There will be one (1) non-resident superintendent who will be available during normal business hours seven (7) days per week. The Superintendent will be non-union and will perform duties for both the 352 Association and the Non-College Association. The amount budgeted for salaries and wages herein represents the portion of the superintendent's salary which is allocated to duties performed by the superintendent for the 352 Association and includes the cost of any benefits required by applicable local, state or federal law. Additionally, the amount budgeted for salaries and wages is in compliance with New York State minimum wage laws. The level of staffing complies with all applicable housing and labor laws.

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3. Heating and Air Conditioning (Budget - $0.00)

The General Common elements will not be served by an independent heating system. Therefore, there is no separate amount budgeted for heating the General Common Elements.

4. Electricity (Budget – $5,000.00)

This item includes the cost of electricity supplied to the General Common Elements for all of the Units. All Units are separately metered for electricity. Each Unit Owner will pay the charges for all electricity furnished to his Unit, as measured by each separate meter, directly to the provider, as and when billed. Unit costs will be based on current tariffs.

Utility rate increases will increase the cost of utilities. The utility rates are largely affected by increases in the price of fuel paid by the utility company, among other factors. The cost of fuel is largely influenced by the charges for foreign fuel oil, which is the principal source of oil used in this section of the United States. Currently, the cost per kilowatt of electricity consumption is $0.185.

5. Repairs, Maintenance and Supplies (Budget - $19,000.00)

The budgeted figure for these items includes the cost of normal maintenance and repairs to the General Common Elements. The figure is based on the cost of maintenance in comparable rehabilitated residential buildings. Each Unit Owner will be responsible for the cost of interior maintenance, repairs, decoration and painting of his respective Unit, including the appliances.

The budgeted figure represents the estimated annual cost of maintaining and repairing roofing, interior walls, exterior repairs, heating systems, plumbing, electrical work, exterminating, ground maintenance, janitor supplies and painting of the General Common Elements.

6. Insurance (Budget - $16,000.00)

The following insurance will be covering the Condominium for the first year of Condominium operation from Kaye Long Island, a division of Kaye Insurance Associates, 100 Sunnyside Boulevard, Woodbury, New York 11797:

Item Covered	Coverage Amount Limit		Deductible
All Risk Coverage including Replacement Cost Coverage agreed amount, no co-insurance	$30,000,000.00	$5,000.00	
Comprehensive General Liability	$1,000,000.00per occurrence		$5,000.00
	$1,000,000.00per location		$5,000.00
Umbrella Liability	$5,000,000.00		$5,000.00

It is not possible to predict future premiums. Although the projection is believed to be reasonable, no budget item is warranted.

Sponsor will deliver a fire and liability insurance binder or policy to the 352 Board prior to or at the First Closing of a Unit. The premium will be financed and Sponsor will pay the initial installment of the premium, for which Sponsor shall be reimbursed one (1) year from and after the First Closing, without interest. Thereafter, the cost for such binder or policy will be paid by the 352 Board (and shared by all Unit Owners as a portion of the 352 Common Charges). The proposed insurance coverage satisfies the requirements of the management agreement described below. The terms of the all-risk policy will provide that such Unit Owner is an additional insured and that there will be no cancellation without notice to the 352 Board and the Unit Owners. The policy will waive subrogation, invalidity because of the acts of the insured and Unit Owners, and any pro-rata reduction if additional Unit Owners obtain coverage.

Each individual Unit Owner should consider the desirability of obtaining additional insurance at his own cost covering (i) fire or casualty loss to the contents of his Unit and any replacements, additions, upgraded fixtures and improvements therein and (ii) liability for personal injury or property damage as a result of occurrences in his Unit.

7. Auditing (Budget - $3,000.00)

Auditing fees in connection with the preparation of the financial statements for the first year of operation of the 352 Association will be $3,000.00. No allowance is provided for legal services. This estimate is based on comparable services for similar condominiums of similar size and operation. The owner(s) of the College Units and the owners of the Non-College Units shall each bear pay their respective proportionate share of the auditing fee.

8. Reserve Fund (Budget - $3,000.00)

This item will provide a fund for possible increases in budgeted items or for unforeseen operating expenses with respect to the General Common Elements.

9. Total Estimated Expenses (Budget - $50,000.00)

The projections set forth in this budget assume that the first year of operation of the 352 Association will cover the period from January 1, 2006 through December 31, 2006.

SCHEDULE B-1

PROJECTED BUDGET FOR THE
FIRST YEAR OF OPERATION OF THE
NON-COLLEGE CONDOMINIUM ASSOCIATION
(January 1, 2006 to December 31, 2006)

INCOME:

Non-College Common Charges (Note 1)	$175,000.00

EXPENSES:

Salaries and Wages (Note 2)	$25,000.00
Heating (Note 3)	$45,000.00
Electricity (Note 4)	$24,000.00
Water and Sewer (Note 5)	$12,000.00
Repairs and Maintenance (Note 6)	$ 8,000.00
Supplies (Note 6)	$ 7,000.00
Insurance (Note 7)	$ 8,000.00
Management Fees (Note 8)	$15,000.00
Auditing (Note 9)	$ 4,000.00
Contingency (Note 10)	$ 7,000.00
Replacement Reserve (Note 11)	$ 5,000.00
Common Charges re: General Common Elements (Note 12)	$15,000.00
TOTAL	$175,000.00

FOOTNOTES TO SCHEDULE B-1

1. Non-College Common Charges (Budget - $175,000.00)

The Non-College Common Charges is the estimated income needed to pay the Common Expenses attributable to the Non-College Common Elements. The Non-College Common Charges are derived by multiplying the Non-College Units Common Expenses by the respective common interest of each of the Non-College Units.

2. Salaries and Wages (Budget - $25,000.00)

There will be one (1) non-resident superintendent who will be available during normal business hours seven (7) days per week. The superintendent will be non-union and will be in charge of regular maintenance, repairs, garbage disposal and other services usually performed by a superintendent. The

cost attributed to this service includes all withholding taxes, vacation and sick benefits, required payroll taxes and deductions and other benefits required by local, state and/or federal law. Accordingly, the owners of the Non-College Units shall pay one hundred (100%) percent of the wages for the aforementioned superintendent. Additionally, the amount budgeted for salaries and wages is in compliance with New York State minimum wage laws. The level of staffing complies with all applicable housing and labor laws.

The proposed level of staffing complies with applicable laws.

3. Heating and Air Conditioning (Budget - $45,000.00)

The Non-College Units Common Elements will be provided heat and air-conditioning by a heating and air-conditioning system more fully described in Exhibit A of Part II of this Plan. Additionally, gas will be master metered for heating, cooking and hot water separately for the College Units and the Non-College Units.

The budgeted figure represents the projected consumption cost of gas by the Non-College Units at the current rate of $1.00 per therm.

4. Electricity (Budget – $24,000.00)

This item includes the cost of electricity supplied to the Non-College Units Common Elements. All Non-College Units are separately metered for electricity. Each Non-College Unit Owner will pay the charges for all electricity furnished to his Unit, as measured by each separate meter, directly to the provider, as and when billed. Unit costs will be based on current tariffs.

Utility rate increases will increase the cost of utilities. The utility rates are largely affected by increases in the price of fuel paid by the utility company, among other factors. The cost of fuel is largely influenced by the charges for foreign fuel oil, which is the principal source of oil used in this section of the United States. Currently, the cost per kilowatt of electricity consumption is $0.185.

5. Water and Sewer (Budget - $12,000.00)

Water for individual Non-College Unit use is supplied by the City of New York. Water supply will be master metered for all Non-College Units.

Charges for sewer use are proportional to the metered water consumption and will be allocated by the City of New York accordingly.

The budgeted figure is based upon the estimated annual residential use of 594,257 cubic feet (as set forth in that certain report of T.C. Sideris, P.E., P.C. dated December 9, 2004) multiplied by the current rates charged by the City of New York.

6. Repairs, Maintenance and Supplies (Budget - $15,000.00)

The budgeted figure for these items includes the cost of normal maintenance and repairs to the Non-College Units Common Elements. The figure is based on the cost of maintenance in comparable new

residential buildings. Each Non-College Unit Owner will be responsible for the cost of interior maintenance, repairs, decoration and painting of his respective Unit, including the appliances.

The budgeted figure represents the estimated annual cost of maintaining and repairing roofing, interior walls, exterior repairs, heating systems, plumbing, electrical work, exterminating, ground maintenance, janitor supplies, painting of common areas.

7. Insurance (Budget - $8,000.00)

The following insurance will be covering the Condominium for the first year of Condominium operation from Kaye Long Island, a division of Kaye Insurance Associates, 100 Sunnyside Boulevard, Woodbury, New York 11797:

Item Covered	Coverage Amount Limit	Deductible
Comprehensive General Liability	$1,000,000.00 per occurrence	$5,000.00
	$1,000,000.00 per location	$5,000.00
Umbrella Liability	$5,000,000.00	$5,000.00

It is not possible to predict future premiums. Although the projection is believed to be reasonable, no budget item is warranted.

Sponsor will deliver a fire and liability insurance binder or policy to the Non-College Board prior to or at the First Closing of a Unit. The premium will be financed and Sponsor will pay the initial installment of the premium, for which Sponsor shall be reimbursed one (1) year from and after the First Closing, without interest. Thereafter, the cost for such binder or policy will be paid by the Board (and shared by all Non-College Unit Owners as a portion of the Common Charges). The proposed insurance coverage satisfies the requirements of the management agreement described below. The terms of the all-risk policy will provide that such Non-College Unit Owner is an additional insured and that there will be no cancellation without notice to the Board of Managers and the Non-College Unit Owners. The policy will waive subrogation, invalidity because of the acts of the insured and the Non-College Unit Owners, and any pro-rata reduction if additional Unit Owners obtain coverage.

Each individual Non-College Unit Owner should consider the desirability of obtaining additional insurance at his own cost covering (i) fire or casualty loss to the contents of his Unit and any replacements, additions, upgraded fixtures and improvements therein and (ii) liability for personal injury or property damage as a result of occurrences in his Unit.

8. Management (Budget - $15,000.00)

Until the First Closing, the Condominium will be managed by K & R Realty Management, Inc., 37 West 65th Street, 10023 (“***Managing Agent***”) . Subsequent to the First Closing, the Board will enter into a management agreement with an entity to be selected by the Board. The management agreement will be for a term of one (1) year and will be renewed from year to year thereafter, unless terminated by either party upon sixty (60) days written notice. Any management agreement shall provide that it may

be cancelled at any time by either party with or without cause upon sixty (60) days prior written notice to the other party; provided, however, that the Non-College Board shall have no right to terminate the management agreement during the initial one (1) year term. The Managing Agent, and any successor thereto, may receive fees from Non-College Unit Owners (including the Board but excluding the Sponsor, any principal of Sponsor, Sponsor's designee or other owner of an Unsold Unit) who sell or lease their Units. If engaged by the Board, the Managing Agent (and any successor thereto) may receive additional commissions in accordance with its rates then in effect for leasing or selling Units owned by the Board or its designees. The Managing Agent's principal duties shall be to collect common charges with respect to the Non-College Units, perform bookkeeping and payroll services for the Non-College Units. The Non-College Board will be obligated to (i) reimburse the Managing Agent for expenses incurred in connection with the performance of its duties and (ii) indemnify the Managing Agent against liability for acts properly performed by the Managing Agent.

9. Auditing (Budget - $4,000.00)

Auditing fees in connection with the preparation of the financial statements for the first year of operation of the Non-College Units will be $4,000.00. No allowance is provided for legal services. This estimate is based on comparable services for similar condominiums of similar size and operation. The owner(s) of the Non-College Units shall each bear pay their respective proportionate share of the auditing fee.

10. Contingency (Budget - $7,000.00)

This item will provide a fund for possible increases in budgeted items or for unforeseen operating expenses of the Non-College Units. The budget may be modified from time-to-time prior to the commencement of or during the first year of operation, to adjust both income and expense items, in which event the amount of the budget for contingencies will be adjusted.

11. Replacement Reserve Fund (Budget - $5,000.00)

This item will provide a fund for expenditures which may be incurred by the Non-College Unit Owners the future as and for the maintenance, repair and replacement of various capital equipment and systems located in or at the Condominium (including, without limitation, elevators, boilers, trash compactor, hot water heaters and intercom system) and serving the Non-College Units.

12. 352 Common Charges (Budget - $15,000.00)

This item represents the proportionate contribution required of the Non-College Unit Owners to the General Common Charges of the Condominium (See Schedule B of this Plan).

13. Total Estimated Expenses (Budget - $175,000.00)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from January 1, 2006 through December 31, 2006.

NOTE:

IN THE OPINION OF SPONSOR, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE YEAR COMMENCING JANUARY 1, 2006. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN SAID BUDGET.

IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE THAT CONDOMINIUM OPERATIONS WILL COMMENCE IS DELAYED BEYOND JULY 1, 2006, THEN IN SUCH EVENT, THIS PLAN WILL BE AMENDED TO REFLECT A REVISED BUDGET FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. ADDITIONALLY, IN THE EVENT THAT THE REVISED BUDGET EXCEEDS THE ORIGINAL BUDGET BY MORE THAN TWENTY-FIVE (25%) PERCENT OR IN THE EVENT THAT THE COMMENCEMENT OF THE FIRST YEAR OF CONDOMINIUM OPERATION IS DELAYED BEYOND JANUARY 1, 2007, THEN IN SUCH EVENT, PURCHASERS SHALL HAVE THE RIGHT TO RESCIND THEIR RESPECTIVE PURCHASE AGREEMENTS WITHIN FIFTEEN (15) DAYS FROM AND AFTER DELIVERY OF A COPY OF THE REVISED BUDGET TO SAID PURCHASERS. IN THE EVENT THAT ANY PURCHASERS ELECT TO RESCIND THEIR RESPECTIVE PURCHASE AGREEMENTS PURSUANT TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH, THEN IN SUCH EVENT, THE SPONSOR WILL REFUND THE DOWNPAYMENTS UNDER SAID RESCINDED CONTRACTS, TOGETHER WITH ALL INTEREST ACCRUED THEREON, TO THE PURCHASERS UNDER SAID RESCINDED CONTRACTS.

SPONSOR HAS RESERVED THE RIGHT TO ENTER INTO SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS THAT WILL BE BINDING ON THE BOARD OF MANAGERS UPON COMMENCEMENT OF CONDOMINIUM OPERATION. HOWEVER, SPONSOR MAY NOT ENTER INTO ANY BINDING SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS THAT WILL MATERIALLY INCREASE THE FIRST YEAR'S PROJECTED COMMON CHARGES OR THAT WILL BE BINDING ON THE BOARD FOR A PERIOD OF MORE THAN TWO (2) YEARS FROM THE COMMENCEMENT OF CONDOMINIUM OPERATION, UNLESS DISCLOSED IN AN AMENDMENT.

THE COLLEGE UNITS AND THE COLLEGE UNITS COMMON ELEMENTS ARE SERVED BY SYSTEMS AND STAFF WHICH ARE ENTIRELY SEPARATE AND DISTINCT FROM THOSE SERVING THE NON-COLLEGE UNITS AND THE NON-COLLEGE UNITS COMMON ELEMENTS AND THE PROJECTED COSTS AND EXPENSES OF OPERATING THE COLLEGE UNITS AND THE COLLEGE UNITS COMMON ELEMENTS HAVE NOT BEEN INCLUDED IN THIS PLAN. EXCEPT AS SPECIFICALLY IDENTIFIED TO THE CONTRARY ON SCHEDULE B OF THIS PLAN, THE COLLEGE PURCHASER IS SOLELY RESPONSIBLE FOR THE COSTS AND EXPENSES OF THE COLLEGE UNITS AND THE COLLEGE UNITS COMMON ELEMENTS AND THE FAILURE BY THE COLLEGE PURCHASER TO MEET ITS OBLIGATIONS WITH RESPECT THERETO IS NOT LIKELY TO HAVE A MATERIAL AND ADVERSE AFFECT ON THE NON-COLLEGE UNITS, THE

NON-COLLEGE UNITS COMMON ELEMENTS AND/OR THE NON-COLLEGE UNIT OWNERS (SEE SPECIAL RISKS 1, 14 AND 18 OF THIS PLAN)

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

GRAMATAN MANAGEMENT, INC.

September 29, 2004

Mr. Robert Ezrapour
10th Street Equities LLC
17 West 65th Street
New York, New York 10023

Re: 110th Street Equities LLC
Cathedral Gardens Condominium
352 Cathedral Parkway
New York, New York

Dear Sir:

Gramatan Management, is a real estate property management and brokerage firm that has been in business for over fifteen (15) years specializing in the residential condominium and co-op market. Our firm has been retained as a selling agent and/or consultant.

The undersigned has reviewed the allocation of common interests as shown on Schedule A to be included in the offering plan for the subject premises.

The common interests have been allocated to each residential condominium unit in the approximate proportion that the floor area of the unit bears to the aggregate floor area of all of the units, subject to the location of such space and other factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements or exclusive or shared use, and the overall dimensions of a particular unit, in accordance with Section 339-i.1(iv) of the New York Condominium Act, Real Property Law Article 9-B.

Very truly yours,

DAVID WEISS

352.1

2 Hamilton Ave. • Suite 217 • New Rochelle • N. Y. 10801
Tel: 914.654.1414 • Fax: 914.654.1444 • E-mail: gramatanmanagement.com

THE COMMUNITY FACILITY UNITS

The first floor of the building will consist, in part, of two (2) Community Facility Units.

Pursuant to the LDA, the Community Facility Units must be utilized as community space (e.g., as a day care center, school, medical office, etc.). The Community Facility Units will be owned by the College Purchaser. Neither the 352 Board nor the Non-College Board shall have the right to restrict or limit the uses of the Community Facility Units provided such uses are in compliance with the LDA and otherwise in compliance with law. Subject to the provisions of the preceding sentence, the Community Facility Units, or any part thereof, may be used for purposes which are inconsistent with residential uses, including uses which may cause excessive noise, heavy traffic and/or odors.

Each Community Facility Unit may be subdivided into two or more units. In addition, each Community Facility Unit may contain any exterior design or improvements permitted by the Community Facility Unit Owner(s), subject only to the requirements of law. Subject to compliance with the terms and conditions of the LDA, the 352 Board, the Non-College Board and the Non-College Unit Owners do not have the right of approval over the use or any changes in the use of the Community Facility Units or any part thereof, nor of the interior or exterior design of any Community Facility Unit, signs, security gates, awnings, canopies, lighting, landscaping or the like. The Community Facility Unit Owner(s) may use the Community Facility Units for any lawful purpose without the consent of the 352 Board or the Non-College Unit Owners. The sale or lease of the Community Facility Units is not subject to the right of first refusal of the 352 Board and/or the Non-College Board. In addition, the Community Facility Units may contain any exterior design or improvements permitted by the Community Facility Unit Owners, subject only to the requirements of law. The 352 Board, the Non-College Board and the Non-College Unit Owners do not have any right of approval or control over the use or any changes in the use of the Community Facility Units or any part thereof, nor of the interior or exterior design of the Community Facility Units, signs, security gates, awnings, canopies, lighting and landscaping or the like.

Under the By-Laws and in the projected budget for the first year of operation of the 352 Association, the College Purchaser will pay the respective share of the common expenses of the 352 Association attributable to the Community Facility Units. The Community Facility Units are separately metered for heat, electricity, water and sewer charges. In addition to the proportionate share of the common expenses of the 352 Association attributable to the Community Facility Units, the College Purchaser will pay for any and all costs and expenses in connection with the operation and maintenance of the Community Facility Units.

Pursuant to the New York Condominium Act, Real Property Law Section 339-i, the allocation of the Community Facility Units Common Interest is based upon the square footage the Community Facility Units bear in relation to the entire square footage of the building, subject to the location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Community Facility Units, and the availability of any common elements, if any, for the exclusive use of the Community Facility Units.

THE COLLEGE UNITS

The College Units will be purchased by the College Purchaser pursuant to the College Contract. The College Contract is not included as in the Plan and is substantially different from the contract of sale that will be executed by purchasers of Non-College Units. Among other things, pursuant to the provisions of the College Contract and this Plan, the College Purchaser will not be required to pay the New York State Real Estate Transfer Tax or the New York City Real Property Transfer Tax (except as may otherwise be provided in the College Contract), the Sponsor's attorneys fees or the contribution to the Working Capital Fund of the Condominium in connection with the Closing with respect to the College Units. Additionally, pursuant to the College Contract, the Sponsor has certain obligations with respect to the College Units that are different than the rights and obligations of the Sponsor with respect to the Non-College Units pursuant to the provisions of this Plan. In the event of any inconsistency between the terms and conditions of the College Contract and the terms and conditions of this Plan, the terms and conditions of the College Contract shall prevail; provided, however, that in the event that the owner of a Non-College Unit would be adversely affected by the terms and conditions of the College Contract, then in such event, the provisions of this Plan would control..

The Residential Units which form a part of the College Units will be occupied by students and faculty of the College Purchaser. The right of first refusal granted to the Non-College Board shall not apply to the College Units.

It is anticipated that the New York City Department of Buildings may require that the College Purchaser execute a restrictive declaration with respect to the College Units providing, among other things, for certain restrictions and limitations on the College Purchaser's right to sell the College Units in the future ("***Restriction***"). In the event that the Restriction is required by DOB and upon the specific terms and conditions of the Restriction being agreed to by the DOB and the College Purchaser, the Sponsor will have the Restriction recorded and will file an amendment to this Plan with respect to the Restriction. The Restriction would not have any effect of any nature whatsoever on the rights of the Non-College Purchasers with respect to the Non-College Units.

CHANGES IN PRICES AND UNITS – NON-COLLEGE UNITS

The offering prices set forth in Schedule "A" may be increased only by duly filed amendment(s) to the Plan. The Offering Price for an individual Non-College Unit may be decreased without amendment to the Plan; however, the Plan must be amended before (i) the price for one (1) or more Non-College Units is increased, (ii) a change in price with respect to one (1) or more Non-College Units is to be advertised or (iii) any price change which affects "across-the-board" one or more lines of Non-College Units or Unit models. Prices set forth in Schedule "A" are negotiable. All price changes will be made by amendment, except individually negotiated price decreases, which may be made without amendment.

Sponsor reserves the right to negotiate with each Non-College Purchaser the following terms and conditions of the Purchase Agreement: Purchase Price, the amount of the Down Payment, payment of Purchaser's closing fees and costs, extensions of time periods within which to perform obligations under the Purchase Agreement, the availability of interim leases and the amount of rent and the application of all or a portion of such rent to the Purchase Price. Sponsor reserves the right from time to time to add and/or delete negotiable terms from the foregoing list by amendment to this Plan. No Purchaser shall receive any benefit from any terms or conditions negotiated with any other Non-College Purchaser. The

fact that a particular Non-College Purchaser did not receive the same negotiated benefit as another Non-College Purchaser will not give rise to any right of rescission under the Purchase Agreement.

No change will be made by Sponsor in the size or number of Non-College Units, their respective percentage of Common Interest, or in the amount or quality of Common Elements except by duly filed amendment to the Plan (and to the Declaration, with the consent of all Unit Owners directly affected, if the Declaration was filed prior to such change). However, the Non-College Units may be subdivided, and the Declaration may be amended to reflect such subdivision, without the consent of the 352 Board, the Non-College Board, the Managing Agent or the Non-College Unit Owners, provided that there is no change in the outside dimensions of the existing Non-College Units and in the total Common Interests allocated to the Non-College Units. Unless an affected Purchaser consents, no material change will be made in Unit size, layout, percentage of Common Interest or in the amount or quality of Common Elements directly affecting or servicing the Non-College Unit if a Purchase Agreement has been executed and delivered to the Sponsor for that Non-College Unit and the Purchaser is not in default. Nevertheless, Sponsor reserves the right before or after the First Closing to change: (a) the layout of, or number of rooms in, Unsold Non-College Units, (b) the size and/or number of Unsold Non-College Units by subdividing one or more Unsold Non-College Units into two or more separate Units, by combining two or more separate Unsold Non-College Units into one or more Unsold Non-College Units, by altering the boundary walls of any Unsold Unit(s), or otherwise, including without limitation, the use of any portion(s) of the Common Elements adjacent to such Unsold Non-College Units to the extent that such portion(s) are not used for ingress or egress by other Non-College Unit Owners and such use will not interfere with any systems (such as electric, heating, plumbing, air conditioning or ventilation) servicing any other Non-College Unit and/or (c) the use of any Non-College Unit. Such right may be exercised by Sponsor from time to time, both before and after the First Closing, without the consent or approval of the Managing Agent, the Non-College Board, the 352 Board, any Non-College Unit Owner, or any mortgagee; however, Sponsor shall first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by law.

In the event that Sponsor shall change the size and/or number of Unsold Non-College Units, Sponsor shall increase or decrease the Common Interest appurtenant thereto accordingly; however, the aggregate amount of the Common Interests of all of the Unsold Non-College Units affected by such changes will not be changed. Such changes shall only be made by duly filed amendment to this Plan. As a result of such reapportionment, the amount of the Common Charges and the real estate taxes (if any) and assessments payable by the owners of the Unsold Non-College Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges and the real estate taxes (if any) and assessments payable by the owners of all other Non-College Units will not be changed.

ELIGIBILITY AND PROCEDURE TO PURCHASE – NON-COLLEGE UNITS

Eligibility

The sale of a Non-College Unit is expressly conditioned on a Purchaser being deemed eligible pursuant to certain marketin.g policies and procedures established and administered by the New York City Department of Housing Preservation and Development ("***HPD***") including, without limitation, policies and procedures as to the income, current residence address and occupation of prospective Purchasers. The requirements of HPD as to the marketing and sale of Non-College Units applicable to the initial sale of Non-College Units by the Sponsor and do not apply to the resale of Non-College Units . The Purchaser of a Non-College Unit shall be required to occupy the Non-College Unit as the Purchaser's

primary residence for at least twenty-five (25) years. At closing of title to each Non-College Unit, each Purchaser of a Non-College Unit shall execute a subordinate note ("***Secured Enforcement Note***") and an enforcement mortgage (the "***Secured Enforcement Mortgage***") in favor of the City of New York ("***City***") to evidence and secure payment of the maximum amount of Seventy-Five Thousand and 00/100 ($75,000.00) Dollars ("***Debt***") on the terms and conditions described below or on such other terms and on such forms as the City shall require. The obligation to repay the Debt reflected by the Secured Enforcement Note and the Secured Enforcement Mortgage is a standing loan which bears no interest and does not require the payment of installments of principal except as described therein and summarized below:

(i) The Debt, except as otherwise provided in the Secured Enforcement Note and the Secured Enforcement Mortgage (collectively, the "***Enforcement Documents***"), shall be reduced by one-twenty fifth (1/25) of the original amount of the Debt for each full year during which a Non-CollegeUnit Owner, his or her successors or assigns, owns and occupies the Non-College Unit as his or her primary residence.

(ii) Except as otherwise provided in the Enforcement Documents, the Debt shall be payable solely from the Appreciation of the Non-College Unit gained by a Non-College Unit Owner or any subsequent owner of the Residential Unit upon transfer for consideration of the Non-College Unit. The term "***Appreciation***" shall mean the amount by which the total consideration which a Non-College Unit Owner or a subsequent Non-College Unit Owner receives on the transfer of the Non-College Unit exceeds the Purchase Price minus any reasonable attorneys' fees, reasonable brokerage fees, title policy fees, recording fees or transfer taxes incurred by the Non-College Unit Owner or a subsequent Non-College Unit Owner in both the purchase of the Non-College Unit and the subsequent sale of the Non-College Unit to a resale purchaser. The term "***Purchase Price***" shall mean the amount paid by the Non-College Unit Owner or a subsequent Non-College Unit Owner in purchasing the Non-College Unit, excluding the amount of the Debt. The term "***Total Consideration***" shall mean the cash and non-cash consideration which a Non-College Unit Owner or a subsequent Non-College Unit Owner receives for the Non-College Unit including cash, real property, personal property, the unamortized principal of any purchase money mortgage encumbering the Non-College Unit which is assumed by the resale purchaser and the principal of any purchase money mortgage which the resale purchaser gives the Non-College Unit Owner or a subsequent Non-College Unit Owner, as the case may be, to secure any portion of the Purchase Price.

(iii) If a Non-College Unit Owner wishes to refinance the debt secured by the lien of an institutional lender and wishes the City to subordinate the lien of its Secured Enforcement Mortgage to the lien securing such refinanced debt, the amount due and payable at such time under the Secured Enforcement Note shall be 50% of the amount by which such increased debt exceeds the Purchase Price.

(iv) The Debt shall be a standing loan which shall be without interest and shall not require the payment of installments of principal except as provided in the Secured Enforcement Note. During the term of the Secured Enforcement Note, or twenty-five (25) years, whichever is longer, a Non-College Unit Owner shall occupy the Non-College Unit as his or her primary residence. Upon any transfer of the Non-College Unit, the Debt must be satisfied in full or assigned to and assumed by the transferee pursuant to the terms and conditions set forth in the Enforcement Documents. In the event of such assignment and assumption, the transferee must occupy the Non-College Unit as his or her primary residence during the remaining term of the Subsidy Note.

(v) If the Non-College Unit is resold within three years of its initial purchase, (A) the outstanding balance of the Debt shall be due and payable upon each transfer to the extent of one hundred (100%) percent of the Appreciation and (B) any outstanding balance of the Debt shall be assumed by the resale purchaser. The payment of the Secured Enforcement Note and Secured Enforcement Mortgage shall remain the obligation of the Non-College Unit Owner and each subsequent seller regardless of whether the consideration for the transfer shall be cash, purchase money mortgage or such other non-cash consideration.

(vi) If the Non-College Unit is resold after three (3) years of its initial purchase, the Secured Enforcement Note shall be due and payable upon each transfer for consideration of the Non-College Unit by each seller to the extent of fifty (50%) percent of the Appreciation upon each such transfer up to the outstanding balance of the Debt. The payment of the Secured Enforcement Note shall remain the obligation of the Non-College Unit Owner and each seller regardless of whether the consideration for the transfer shall be cash, purchase money mortgage or such other non-cash consideration.

(vii) At the option of the City, the Debt shall become due on the happening of any default, including but not limited to, any failure to comply with paragraph (iv) hereinabove or an event by which, under the terms of either of the Enforcement Documents, the Debt may or shall become due and payable.

(viii) All terms and provisions of the Secured Enforcement Mortgage shall be subject and subordinate to the lien of any permanent mortgage for the purchase of the Non-College Unit given to an institutional lender.

The terms and conditions described above and those contained in the Enforcement Documents may be modified by the City after the date hereof. Such modification shall not be an objection to a closing and a Purchaser shall be obligated to close title notwithstanding any such modification.

The security instruments for the Debt and the lien they represent shall not be junior to any lien on the Non-College Unit other than a "conventional" first mortgage given to an institutional lender for the partial financing of the purchase of the Non-College Unit.

Procedure

A person desiring to purchase a Non-College Unit is required to execute in quadruplicate a Purchase Agreement in the form contained in Part II and return it to the Selling Agent together with a check equal to ten (10%) percent of the Purchase Price (the "***Down Payment***").

No Purchaser may submit a Purchase Agreement unless three (3) full business days have transpired from receipt by him of the Plan and any filed amendments thereto; however, in the alternative, a Purchaser may be given seven (7) days after execution and delivery of a Purchase Agreement in which to rescind the Purchase Agreement and receive a full refund of his Down Payment.

Within twenty (20) days after receipt of the Purchase Agreement from a prospective Purchaser, the Sponsor will either accept the Purchase Agreement or reject it, in which latter case, the Down Payment will be refunded to Purchaser without interest. The failure of the Sponsor to act within the twenty (20)

day period shall be deemed a rejection of the Purchase Agreement. If the Purchase Agreement is accepted, a counterpart thereof, signed by the Sponsor or the Selling Agent on behalf of the Sponsor, will be returned to the prospective Purchaser. The Sponsor may reject any Purchase Agreement, without cause or explanation, so long as such rejection is not based upon race, creed, color, national origin, ancestry, sex, disability, marital status or any other ground prohibited by law. Until so executed by the Sponsor or Selling Agent and returned to the prospective Purchaser, the Sponsor will not be bound by any Purchase Agreement submitted to them or to the Selling Agent.

In the event of any inconsistency or conflict between the provisions of the Purchase Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding.

The Sponsor will hold all Down Payment monies received from a Purchaser, directly or through its agents or employees, in an interest-bearing escrow account until title to the Unit(s) is transferred. The funds will be held as set forth in the section entitled "Escrow and Trust Fund Requirements" below.

In the event of a default by the Purchaser under the Purchase Agreement which continues for thirty (30) days after written notice of the default from the Sponsor to the Purchaser, the Down Payment, including interest, if any, earned thereon, together with the cost incurred by the Sponsor for any special work in the Non-College Unit will be released to and retained by the Sponsor from such account as liquidated damages and thereafter neither party shall have any rights or obligations against the other. Time is of the essence for the Purchaser to cure the default within said 30-day period and no extensions will be granted. If the Sponsor cannot convey title to the Non-College Unit by reason other than the default of the Purchaser, all monies advanced by the Purchaser shall be returned to the Purchaser, together with all interest, if any, earned thereon.

After the Declaration of Condominium is filed in the Office of the New York City Register, and either a temporary or permanent certificate of occupancy is obtained for the building, and on not less than thirty (30) days' written notice to the Purchaser from the Sponsor which will also state the date when Common Charges will be due and payable, closing of title shall take place as soon as practicable.

No Purchaser shall have the right to occupy a Non-College Unit purchased by him prior to the closing of title unless Sponsor agrees to permit such occupancy under an interim lease or other written agreement individually negotiated with the Purchaser and a certificate of occupancy has been obtained (either temporary or permanent). Any Purchaser who takes occupancy of a Non-College Unit, including storage of personal property in the Non-College Unit, without executing an interim lease, will be in default of the Purchase Agreement.

Except as set forth in the preceding paragraph, all other risk of loss or damage prior to closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair any damage. If Sponsor or (in the event the Declaration is filed) the Unit Owners do not elect to repair any damage, the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the Purchaser will be refunded all purchase monies paid by him to Sponsor with any interest earned thereon.

The Purchase Agreement may not be assigned by the Purchaser, without obtaining the express prior written consent of the Sponsor to such assignment. Sponsor may arbitrarily refuse to give such consent. No Purchaser may list and/or advertise, directly or indirectly, a Non-College Unit for sale until the closing with respect to such Unit has occurred.

No provision of the Purchase Agreement shall survive the delivery of the deed, except those obligations expressly stated therein to so survive or to be performed subsequent to the closing. Acceptance by the Purchaser of the deed will constitute said Purchaser's acceptance and acknowledgment of the full performance by Sponsor of, and the discharge of Sponsor from, all obligations under the Purchase Agreement, except those obligations expressly stated to survive or to be performed subsequent to delivery of the deed. This Plan survives the closing. Nothing contained herein will be in derogation of the rights of Purchasers under Article 23-A of the General Business Law, the Plan or Part 23 of the Regulations issued by the Department of Law.

Escrow and Trust Fund Requirements

The Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto, as well as the provisions of Article 71-a(3) of the Lien Law, which laws provide, in summary, that a Purchaser under a contract for a Non-College Unit may require that the Sponsor deposit the contract deposit under said contract in a segregated escrow account located in the State of New York. The Sponsor under this Plan will be depositing all contract deposits received from Purchasers of Non-College Units into a segregated escrow account as more fully described hereinbelow.

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in this Offering Plan or in a Purchase Agreement. Purchasers shall not be obligated to pay any legal or other expense of the Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

All deposits, down payments or advances made by Purchasers prior to closing of each individual transaction, whether received before or after the date of consummation of the Plan, will be placed, within five (5) business days after the Purchase Agreement is signed by all necessary parties, in a segregated special escrow account of Todtman, Nachamie, Spizz & Johns, P.C. (the "***Escrow Agent***"), whose address is 425 Park Avenue, New York, New York 10022, telephone number (212) 754-9400.

The signatures on this account authorized to withdraw funds is Martin Todtman, Barton Nachamie or Alex Spizz.

The name of the account is "Todtman, Nachamie, Spizz & Johns, P.C. Attorney Escrow Account," located in Gotham Bank of New York, 1412 Broadway, New York, New York 10018. This bank is covered by federal bank deposit insurance to a maximum of $100,000.00 per individual deposit.

The account will be interest-bearing and, unless the Purchaser defaults, interest will be credited to the Purchaser at closing. The interest rate to be earned will be the prevailing rate for these accounts which currently is approximately 0.25%. Interest will begin to accrue within five (5) business days of acceptance of the Purchase Agreement. Together with the signed Purchase Agreement, Down Payment and Transferee Questionnaire, each Purchaser shall be required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number). If a Purchaser shall fail to submit the Form W-9, the Down Payment will be held in a non-interest bearing segregated escrow checking account linked to the account stated above until such time as the Form W-9 is submitted to Sponsor and, within five (5) business days thereafter, will be transferred into the interest-bearing account.

All instruments shall be made payable to the order of "Todtman, Nachamie, Spizz & Johns, P.C., as Escrow Agent." Endorsed checks or other instruments will not be accepted.

Within ten (10) business days after acceptance of the Purchase Agreement, the Escrow Agent will notify the Purchaser that the Down Payment has been deposited into the escrow account and will provide the account number and the initial interest rate. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after acceptance of the Purchase Agreement, the Purchaser may request said notice. If not furnished within five (5) days of the request, Purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within ninety (90) days after tender of the Down Payment. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited and requisite notice was timely mailed to the Purchaser in conformity with the Attorney General's regulations.

The Escrow Agent will hold funds in escrow until otherwise directed by:

(i) a writing signed by both Sponsor and Purchaser; or

(ii) 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.

If there is no written agreement between the parties to release the escrowed funds, the Escrow Agent will not pay the funds to the Sponsor until the Escrow Agent has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to the 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 has so notified the Escrow Agent in accordance with such provisions.

The Sponsor will not object to the release of the escrowed funds to:

(i) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; or

(ii) all Purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

Purchasers and the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the Down Payment and any interest thereon. The Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. The party applying for a determination must send all other parties a copy of the application. A copy of the application for a determination on the disposition of a Downpayment incorporated in Part II of this Plan.

Pending the determination of the Attorney General to grant or deny the application, the Sponsor, the Purchaser and the Escrow Agent shall abide by any interim directive issued by the Attorney General.

A copy of the escrow agreement which incorporates the terms of the Attorney General's regulations has been submitted to the Department of Law.

The Escrow Agent will maintain all records concerning the escrow account for seven (7) years after the release of funds.

After the Plan has been declared effective, the Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been fully executed by serving notice on each Purchaser, no less than thirty (30) days before the date set for such closing, by stating the date of the First Closing and setting such Purchaser's closing date. All prospective Purchasers may waive this right to such notice.

The Sponsor expects the First Closing of a Unit to occur on or about January 1, 2006.

Each prospective Purchaser of a Non-College Unit must sign a Power of Attorney to the 352 Board and the Non-College Board either before or at closing of title ("***POA***"). If the Purchaser does not sign a POA before or at closing, it will be a material breach of the Purchase Agreement and the closing will not take place. The POA shall give the 352 Board and/or the Non-College Board, as the case may be, the power, on behalf of the Non-College Unit Owners, to to acquire or lease any Unit, together with its Common Interest, from any Unit Owner desiring to sell, convey, transfer, assign, or lease the same; to acquire any Unit, together with its Common Interest, that becomes the subject of a foreclosure or other similar sale, on such terms and at such price or at such rental, as the case may be, as said attorneys-in fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present; and to execute, acknowledge and deliver (a) any Declaration or other instrument affecting the Condominium that the 352 Board and/or the Non-College Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (b) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the 352 Board and/or the Non-College Board deems necessary or appropriate.

The College Purchaser shall execute a Power of Attorney to the 352 Board either before or at the closing with respect to the College Units.

At the Sponsor's option, Purchasers on Non-College Units will be afforded:

i) the right to rescind the Purchase Agreement within seven (7) days after a fully executed Purchase Agreement has been delivered to the Sponsor together with the Down Payment. The right to rescind must be exercised by personal delivery of a notice of rescission to Sponsor or Sponsor's Selling Agent within such seven (7) day period or by having mailed the right of rescission with a post-mark within such seven (7) day period; or

ii) not fewer than three (3) business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement.

The Sponsor must make a written demand for payment after a prospective Purchaser defaults under the Purchase Agreement thirty (30) days before any forfeiture of escrowed funds can be declared.

A complete copy of the form of Purchase Agreement with respect to Non-College Units is located herein in Part II. Any conflict between the terms of this Plan and the Purchase Agreement will be resolved according to the terms of this Plan.

EFFECTIVE DATE

The offer to sell contained in this Plan is contingent upon the Plan being declared effective and upon compliance with the relevant conditions and time periods described herein.

The Plan may be declared effective by serving a notice, by personal delivery or certified mail, upon each Purchaser who has executed a Purchase Agreement and is not in default thereunder, that the Plan is declared effective and, within five (5) days thereafter, submitting an amendment to the Department of Law confirming that the Plan was declared effective on the date specified in the notice.

This Plan may not be declared effective until Purchase Agreements have been executed and accepted for at least fifteen (15%) percent of all of the Units offered under this Plan, i.e., five (5) Units. The Sponsor has obtained construction financing in connection with the construction of the condominium from The Community Preservation Corporation ("***CPC***"). The terms of the construction loan documents provide, among other things, that CPC will determine the minimum number of Units which must be under contract in order to declare the Plan effective, subject to applicable law. Subject to the consent of CPC, the Sponsor may declare the Plan effective based solely upon the College Contract and, at this time, it is the intention of the Sponsor, subject to the consent of CPC, to declare the Plan effective based solely upon the College Contract. Even if the Plan is declared effective based solely upon the College Contract, there is no guarantee that the balance of the Units will ever be sold.

The Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for eighty (80%) percent or more of the Units offered under the Plan, i.e., twenty-four (24) Units.

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

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

ii) if the Purchaser was not afforded the protections required by the right to rescind pursuant to the section of this Plan entitled "Procedure to Purchase"; or

iii) with any Purchaser who is the Sponsor, the Selling Agent (if applicable), or the Managing Agent or is a principal of the Sponsor, the Selling Agent (if applicable) or the Managing Agent or to any principal of the Sponsor, the Managing Agent, or the Selling Agent (if applicable) by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner, except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

At its option, the Sponsor may abandon the Plan for any reason whatsoever before it becomes effective, or before eighty (80%) percent of the Units offered under this Plan have been purchased.

Sponsor may not abandon the Plan after it is declared effective or after eighty (80%) percent of the Units have been purchased for any reason other than (i) a defect in title which cannot be cured without litigation or cannot be cured for less than 1/2 of 1 % of the total amount of this offering, or (ii) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than 1/2 of 1% of the total amount of this offering, or (iii) the taking of any material portion of the property by condemnation or eminent domain.

If this Plan is abandoned, all Purchasers will be so notified in writing. Within ten (10) days thereafter, all Down Payments paid pursuant to Purchase Agreements then in effect together with the interest earned thereon, if any, will be returned to Purchasers in good standing. Upon the return or retention of the Down Payments, 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.

CLOSING OF TITLE TO UNITS

General

After the Plan has been declared effective, Sponsor will, from time to time, fix one or more dates for closing of title to Units for which Purchase Agreements are in effect. At the closing of title, a fully executed and acknowledged bargain and sale deed with covenant against grantor's acts, conveying title to the Unit being purchased and its Common Interest, will be delivered to the Purchaser (a form of the Unit Deed is contained in Part II of the Plan). The closings with respect to all Units (including, without limitation, the College Units) shall take place at the offices of Todtman, Nachamie, Spizz & Johns, P.C., 425 Park Avenue, New York, New York 10022

College Units

The closing of title to the College Units shall occur on such date as shall be determined in accordance with the provisions of the College Contract.

Non-College Units

The closings of title with respect to a Non-College Unit shall take place 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. Unless specifically excluded in this Plan, all personal property owned by the Sponsor and located in a Non-College Unit on the date that a Purchase Agreement is signed shall be included in the conveyance. In the event that a Non-College Unit is damaged due to a casualty prior to the closing of title with respect to such Unit, then in such event, at Sponsor's sole and exclusive option, Sponsor shall either (i) make such repairs to the Unit, at its sole cost and expense, so that the Unit can be delivered to the Purchaser in the condition required by this Plan or (ii) offer the Purchaser a right to rescind the purchase agreement with respect to the Unit and receive a refund of the Down Payment, together with all interest earned thereon. 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 fifteen (15) days' notice of the new date and time of closing. The closing shall take place only after or concurrently with the occurrence of the following events:

(i) the filing of an amendment to this Plan to reflect that it has been declared effective and to confirm that any Units to be closed have been constructed in accordance with applicable plans and compliance with the prerequisites of this section;

(ii) the recording or filing, as required by law, of the Declaration, of the By-Laws and the Floor Plans and such other documents as may be required by law;

(iii) (a) the release of such Unit and its appurtenant Common Interest from the lien of all mortgages; or

(b) the consent to the formation of a Condominium and acknowledgement that its lien will be limited to unsold Condominium Units; or

(c) the subordination of the lien of any mortgage to the Declaration of Condominium;

(iv) if the Purchaser of such Unit so requests, the issuance of a title insurance policy to Purchaser by Chicago Title Insurance Company, insuring fee title to such Unit in the Purchaser, at Purchaser's expense, subject only to the encumbrances set forth in such Purchaser's Purchase Agreement, the Declaration and By-Laws and the standard general exceptions typically contained in such company's standard form of title policy. If the Purchaser elects to obtain insurance from any other title insurance company (which in any event must be a member of the New York Board of Title Underwriters), no exception to title raised by such other title company shall excuse performance by such Purchaser if Chicago Title Insurance Company would issue a policy insuring title without such exception;

(v) Purchaser being given the opportunity to inspect such Unit and other common or public portions of the property subject to the Declaration;

(vi) the assignment by Sponsor of any manufacturers' warranties with respect to equipment and appliances in the Unit to the Unit Owner and with respect to the equipment and appliances in the Common Elements to the Board of Managers; and

(vii) the issuance of a temporary or permanent certificate of occupancy for the entire project or issuance of a partial certificate of occupancy for the Unit closed.

CLOSING COSTS AND ADJUSTMENTS – NON-COLLEGE UNITS

The closing costs and expenses with respect to the sale and purchase of the College Units shall be governed exclusively by the terms and conditions of the College Contract.

The estimated closing costs and expenses to be borne by each Purchaser of a Non-College Unit are as follows:

(a) Fee title insurance, if ordered, in accordance with the schedule of rates set by Chicago Title Insurance Company in accordance with the rate manual approved by the New York Insurance Department. Purchaser will pay the premium therefore, which will vary depending upon the amount

requested. The premium will be discounted at a rate of 70% of the standard fee policy rates in accordance with the following discounted rate schedule:

AMOUNT OF INSURANCE		PREMIUM	
From	To	Fee (per thousand)	Mortgage (per thousand)
35,001	50,000	$4.67	$3.89
50,001	100,000	$3.80	$3.18
100,001	500,000	$3.05	$2.55
500,001	1,000,000	$2.79	$2.32
1,000,001	5,000,000	$2.56	$2.14

Where fee and mortgage title insurance policies are simultaneously issued, the title company would set a reduced mortgage policy rate, provided the premium for the mortgage title insurance does not exceed the fee policy, in accordance with the above rate schedule. These rates are subject to change without notice. Title insurance charges to be paid at closing will be set in accordance with the schedule of rates in effect at that time.

(b) Fee for recording the deed covering the Unit and the power of attorney in favor of the Board of Managers, approximately $150, the New York State Real Estate Transfer Tax of $2 per $500 (or fractional portion thereof) of the Purchase Price and the New York City Real Property Transfer Tax of 1% of the Purchase Price (1.425% if the Purchase Price exceeds $500,000, or the property transferred is a Community Facility Condominium Unit). WHILE THE NEW YORK STATE AND NEW YORK CITY TRANSFER TAXES ARE CUSTOMARILY PAID FOR BY THE SELLER IN SINGLE FAMILY HOME TRANSACTIONS, THE BURDEN OF PAYING THOSE TAXES MAY BE MODIFIED BY CONTRACT. AS IS COMMON WITH MANY OTHER CONDOMINIUM DEVELOPMENTS IN NEW YORK STATE, THE SPONSOR'S PURCHASE AGREEMENT WITH RESPECT TO NON-COLLEGE UNITS PROVIDES THAT THE PURCHASER OF A UNIT WILL BE REQUIRED TO PAY THESE TRANSFER TAXES AT THE CLOSING.

The New York State Department of Taxation and Finance and The New York City Department of Finance have determined that payment of these taxes by a Purchaser constitutes additional consideration subject to tax. As a result, the tax is computed as follows:

(i) Purchase Price x 1.400% (City tax rate plus State tax rate; if consideration exceeds $500,000, change to 1.825%) = tentative total transfer taxes.

(ii) Purchase Price + tentative transfer taxes x City tax rate = City tax payable.

(iii) Purchase Price (rounded up to nearest multiple of $500) + tentative transfer taxes x State tax rate = State tax payable.

THESE CHARGES MUST BE PAID BY CERTIFIED OR BANK CHECK AT CLOSING.

(c) If the Purchaser obtains a purchase money first mortgage from a lending institution, he will customarily pay to the lending institution at the closing of title the following costs (on the basis of a $100,000 mortgage): (i) mortgage recording tax in the amount of 1.75% of the mortgage if the mortgage amount is less than $500,000 less the sum of $25 in the event that the Unit being closed is a Residential

Unit; (ii) the premium for the mortgage title insurance policy, if any; (iii) mortgage recording fees of approximately $150, and (iv) the lending institution's attorney's fees pertaining to the mortgage. In addition, the Purchaser may have to pay "points" or other fees and charges to the lending institution. The Sponsor makes no representation as to what additional closing costs may be charged by a particular lender.

(d) If applicable, the Purchaser will also be required to pay to the Sponsor a sum equal to any partial mortgage tax credit to which Purchaser is entitled under the New York Condominium Act, Real Property Law Section 339-ee.2, by reason of mortgage taxes previously paid (such sum is generally based upon the Common Interest of the Unit being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the building).

There will be no mortgage closing costs pursuant to this subsection (d) on Units that are not covered by mortgages.

(e) A fee of $950 to Todtman, Nachamie, Spizz & Johns, P.C., Sponsor's counsel, for services in connection with preparing the Unit Deed and the Unit Owner's Power of Attorney, and for coordinating and attending the closing. If the closing takes place anywhere other than at the office of Sponsor's counsel, an additional fee of $250 will be charged for attending the closing. If the closing takes longer than two (2) hours through no fault of the Sponsor, an additional fee of $200 will be charged for each hour or part thereof that the closing is not concluded. If the closing is adjourned at Purchaser's request, an additional fee of $250 will be charged for each adjournment. If Purchaser elects to use a title company other than Chicago Title Insurance Company, an additional fee of $500 will be payable to Sponsor's counsel for the additional time involved in clearing title. Such fees shall be payable at or prior to closing by Purchaser's unendorsed personal certified check or official bank check made payable directly to Todtman, Nachamie, Spizz & Johns, P.C.

(f) Any and all fees charged by the Purchaser's title insurance company in connection with the preparation of the ACRIS real estate transfer documents required by the New York City Department of Finance.

(g) An amount equal to one (1) months Common Charges to be contributed to the Working Capital Fund.

(h) An amount equal to one (1) months Common Charges to be contributed to the Replacement Reserve Fund.

(i) Any and all recording charges incurred in connection with the closing including, without limitation, the charges for recording the Deed, the Unit Power of Attorney and any and any and all releases, UCC-3 Termination Statements and other documents required to release the Unit from the lien of the Sponsor's previously existing construction mortgage.

EXAMPLE OF **ESTIMATED** CLOSING COSTS WITH RESPECT TO A TYPICAL UNIT SELLING FOR A PURCHASE PRICE OF $452,500.00:

(i)	$4,588.37	-	New York City Real Property Transfer Tax
(ii)	$1,836.00	-	New York State Real Estate Transfer Tax
(iii)	$6,310.00	-	Mortgage Recording Tax (assuming a mortgage of $362,000.00,

			i.e., 80% of the purchase price for the Unit – includes the amount of any partial mortgage tax credit for which the purchaser is required to reimburse the Sponsor hereunder)
(iv)	$ 950.00	-	Legal Fee to Todtman, Nachamie, Spizz & Johns, P.C. (provided obtains title insurance from Chicago Title Insurance)
(v)	$ 697.08	-	Working Capital Fund Contribution (assuming a monthly common charge of $697.08)
(vi)	$ 697.08	-	Replacement Reserve Fund Contribution (assuming a monthly common charge of $697.08)
(vii)	$ 1,619.00	-	Owner's Title Insurance Premium
(viii)	$ 338.00	-	Mortgage Title Insurance Premium (assuming a mortgage of $362,000.00, i.e., 80% of the purchase price for the Unit
(ix)	$ 1,000.00	-	Recording Charges (with respect to Deed, Power of Attorney, Secured Enforcement Mortgage and any and all releases, UCC-3 Termination Statements and other documents required to release the Unit from the lien of the Sponsor's previously existing construction mortgage)
(x)	$ 150.00	-	ACRIS document preparation fee charged by title insurance company.
	$18,185.53		

THE ABOVE ITEMIZATION OF ESTIMATED CLOSING COSTS IS FOR EXAMPLE AND ILLUSTRATION PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTY, REPRESENTATION AND/.OR WARRANTY BY THE SPONSOR OF ANY NATURE WHATSOEVER WITH RESPECT TO THE ACTUAL CLOSING COSTS TO BE INCURRED BY ANY PURCHASER OF A NON-COLLEGE UNIT.

Each Purchaser shall be responsible for the payment of fees of his own attorney and the cost of any increase in the real property transfer tax or any other tax imposed with respect to the delivery of the deed. The mortgage and fee title policy premiums, the recording charges and the transfer tax rates set forth above are those in effect as of the date of this Offering Plan. Each Purchaser shall be required to pay the title policy premiums, recording charges and transfer taxes in effect as of the date of the closing of title to his Unit. ALL RECORDING CHARGES, MORTGAGE TAXES AND TRANSFER TAXES CITED IN THIS SECTION ARE FOR ILLUSTRATION PURPOSES ONLY, ARE BASED UPON CURRENT RATES AND ARE SUBJECT TO CHANGE. THE PURCHASER WILL BE OBLIGATED TO PAY SUCH CHARGES AND TAXES AT THE RATE THEN IN EFFECT AT THE TIME OF CLOSING. SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY VARIATIONS BETWEEN THE AMOUNTS REFERENCED ABOVE AND THE ACTUAL AMOUNTS CHARGED AT CLOSING.

All real estate taxes and any Common Charges assessed during the month in which title closes or established as a reserve shall be adjusted as of the closing date based upon the last bill rendered for such taxes or charges. In the event that the closing date shall be adjourned at the Purchaser's request (or at the request of the Purchaser's attorney, lender or representative), all adjustments shall be made as of the original closing date. If a Unit has not been separately assessed on the closing date for the then current fiscal tax year, the apportionment of taxes shall be based upon the assessment of the Condominium and the percentage interest in the Common Elements appurtenant to the Unit. If Units have not been

separately assessed prior to the First Closing, Sponsor shall place in escrow an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six (6) month period following the First Closing or until the Units are separately assessed, whichever date shall first occur. Sponsor shall pay the real estate taxes from the escrow account when such taxes are due and payable and shall be reimbursed for such payments from the Unit Owners at the closing of their respective Units.

If the Unit is being purchased subject to an existing lease, the rent collected during the month of the scheduled closing will be apportioned and the security being held by the Sponsor (Seller), if any, will be transferred to the Purchaser.

In addition, should the Purchaser obtain a mortgage, he may be required by the lending institution to deposit monthly with the lending institution a reserve for the payment of real estate taxes commencing with the closing date. The amount of the deposit will be a multiple of the estimated monthly real estate taxes and will vary in accordance with the date of closing of title to a particular Unit.

The Sponsor anticipates that the only items which will be apportioned at the closing of title to the Units will be real estate taxes and Condominium common charge assessments, if either has been declared due and payable by the Board of Managers of the Condominium. If any other items are to be apportioned at closing, the Sponsor will advise the Purchaser in writing of those items at least ten (10) days before the closing. The Sponsor will advise the Purchaser of the closing date by giving him written notice at least fifteen (15) days prior to the closing date.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

Sponsor has undertaken the following obligations under this Plan:

A. The obligations of the Sponsor with respect to the College Units are governed by the College Contract and, in the event of a conflict between the provisions of the College Contract and the provisions of this Plan, the provisions of the College Contract shall control; provided, however, that in the event that the owner of a Non-College Unit would be adversely affected by the terms and conditions of the College Contract, then in such event, the provisions of this Plan would control. Each Unit is being sold and delivered according to the Sponsor's description of property herein. The fixtures and personal property therein are being sold and delivered "as is" on the date of closing of the Unit, unless Sponsor and Purchaser agree otherwise in writing. Sponsor may continue to construct and will maintain each Unit and the fixtures and personally contained therein up to the time of the transfer of title to the Unit.

B. The Sponsor has the obligation to build and complete the Condominium in accordance with the building plans and specifications identified in the Plan. The Sponsor agrees to deliver a complete set of "as built" building plans and specifications to the 352 Board. Sponsor reserves the right to substitute equipment or materials and make modifications of layout design, provided however, that Sponsor may not: (i) substitute equipment or materials of lesser quality or design or (ii) change the size or location of the building, Units, other improvements or Common Elements if such change adversely affects the value of any Unit to which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change.

C. Prior to the closing of the first Unit, Sponsor must obtain a certificate of occupancy (either temporary or permanent) for the entire building, or in the alternative, Sponsor must obtain a temporary

certificate of occupancy for the Unit to be closed. The Sponsor must obtain a permanent certificate of occupancy within a projected timetable after the First Closing. Sponsor must obtain the permanent certificate of occupancy before the partial or temporary certificate of occupancy expires. If the closing of title to one or more Units occurs, Sponsor is required to maintain all funds and deposits in the special escrow account required by General Business Law Section 352-e (2-b) unless the Sponsor's engineer or architect certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent certificate of occupancy. Alternatively, Sponsor may deposit with the escrow agent an unconditional, irrevocable letter of credit, post a surety bond in the amount so certified, or provide other collateral acceptable to the Department of Law.

D. Sponsor is not obligated to repair or improve a Unit or the fixtures or personal property attached to or used in connection with the operation of a Unit, except as otherwise expressly provided in this Plan. Sponsor is not required to reduce noises that may emanate from mechanical devices located within a Unit. Sponsor does not warrant the materials or workmanship of any Unit or the materials or workmanship of the Common Elements. Sponsor shall assign to the Purchaser of each Unit any warranties in Sponsor's possession at the closing for the Unit. Any warranties in Sponsor's possession as of the First Closing that relate to Common Elements will be assigned to the Board of Managers at the First Closing. ALL PROSPECTIVE PURCHASERS ARE ADVISED THAT WARRANTIES VARY IN LENGTH DEPENDING, IN PART, UPON WHEN APPLIANCES, EQUIPMENT, FINISHES, MATERIALS AND FIXTURES COVERED BY SUCH WARRANTIES ARE FIRST INSTALLED. SPONSOR MAKES NO REPRESENTATION AS TO WHICH, IF ANY, OF THE WARRANTIES WILL CONTINUE TO REMAIN IN FORCE UPON THE CLOSING DATE OF ANY PARTICULAR UNIT. After a Unit Owner is given possession or the closing of title to his Unit takes place, whichever occurs first, Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or formica, chips and scratches in tubs, vanities or kitchen counter tops or scratches in any wood floors, adjustments to sliding windows or any other "Minor Imperfections" (as that term is defined below) in the Unit, except as may be set forth on any punch list executed by the Unit Owner at or prior to closing.

Sponsor will in no event be liable to have corrected or repaired the following (collectively referred to as "***Minor Imperfections***"):

(i) any condition resulting from normal wear and tear or natural deterioration or from the normal settling or shifting of the building, including without limitation, concrete cracks which do not impair the structural soundness of the building;

(ii) defects of an insubstantial nature, such as partial or total death of any trees, shrubs, bushes or other landscape improvements; protruding dry wall fastenings; nail pops; ridging on gypsum board or variations in gypsum board taping visible only under certain lighting conditions; lumber shrinkage; door or window sticking due to weather; door warpage, including without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight; slight scratches or dents in plastic laminate, appliances, vitreous china, natural stone, wood, stainless steel or porcelain surfaces, bathroom finish grouting; adjustment of bi-fold doors; walls not square; electrical plates not straight; discoloration or shrinkage; slight separation between base floors;

(iii) normal settlement and deflection or any consequential damage resulting therefrom, including without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the property;

(iv) deviations in the level of ceiling and imperfections in ceiling finishes of less than twelve (12") inches;

(v) imperfections (including dirt or smudges) in painting finishes beyond the single base coat of primer paint that Sponsor shall provide (Purchaser is responsible for applying any finish coat(s) of paint);

(vi) deviations in the level of a floor of less than twelve (12") inches;

(vii) alignment of bathroom finishes and variation in grouting thickness;

(viii) air infiltration and water infiltration from windows in accordance with the Architectural Aluminum Manufacturers Association Standard A-Z;

(ix) noise from normal plumbing, heating, ventilating and air conditioning operation;

(x) normal floor noises and creaking;

(xi) carpet or floor discoloring or stretching;

(xii) variations in width, length, thickness, finish, or color range of wood flooring, including but not limited to, stains caused by foot traffic prior to closing;

(xiii) repair of chips, scratches, marks, breaks, dents, cracks, signs of normal wear or other defects in exterior stone; windows; window glass, frames and hardware; elevator cabs, elevator cab doors and elevator cab panels; insulation attached to the masonry wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets, kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork, millwork and doors; mirrors, paint touch-ups, and after the Unit closing, repair of dented appliances, or replacement of light bulbs;

(xiv) variations in tone or color of natural stone or variations in tone or color of vanity tops or other natural stone surfaces;

(xv) leaching or color variation of color mortar and colored brick, dimensional variations in brick joints and mortar droppings on bricks;

(xvi) ponding and/or controlled drainage on the roof surface;

(xvii) cracks or discoloration in pressure treated lumber used or intended for use outside the property;

(xviii) cracks or discoloration in concrete used in cellar walls and paving;

(xix) discoloration of hardware and plumbing finishes;

(xx) stains, runs, lumps, shags or imperfections in weave in fabric panels;

(xxi) scratched, dirty or cracked lenses in light fixtures;

(xxii) terrace tiles not laid flat, or color variation in tiles or mortar, or stained tiles;

(xxiii) cupping, warping and/or shrinking of wood flooring in any or all of the Units;

(xxiv) seam unevenness in granite countertops and ceramic or marble tile in any or all Units and in all Common Elements; or

(xxv) any other inconsequential imperfection normally found in building. Sponsor shall have discharged its obligation to repair abnormal scratches in plastic laminate by refinishing and Sponsor shall not be obligated to replace such surfaces or items. These Minor Imperfections are not defects and may be found in any building. Purchasers who purchase a Unit in the Condominium or in any other building may experience some or all of these items and conditions in their Units, the Common Elements or elsewhere in the building. Sponsor has no obligation to correct or repair any of these items and conditions and shall not be liable to any Purchaser, the 352 Board and/or the Non-College Board, as the case may be. If a Purchaser or the Board desires to correct or repair any of these items or conditions, to the extent they can be corrected or repaired, they will have to proceed at their sole cost and expense by themselves and/or under any warranties or undertakings assigned to them by Sponsor.

Except as set forth herein, Sponsor does not warrant the materials or workmanship, and shall not be obligated to have corrected or repaired any other defects or conditions in the building, including (without limitation) the Units, the Common Elements, the building systems, appliances and all other installations, equipment, fixtures and appurtenances.

Nothing contained herein or elsewhere in the Plan shall be construed to render Sponsor liable for consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligation hereunder shall be to cause to be repaired or replaced (at Sponsor's option) any defective item or construction (whether arising as a result of defects in material or improper workmanship or material substantially at variance with the plans), subject to the terms and conditions (and within the time limits) set forth in this paragraph and elsewhere herein. The foregoing shall not relieve Sponsor of any liability for consequential damages provided by law.

Notwithstanding any provisions herein to the contrary, Sponsor shall not be obligated to correct, and shall not be liable to any Purchaser as a result of, (i) any insubstantial variations from the plans and specifications or the description of the building or a Unit set forth in this Plan or (ii) variations from the plans and specifications or description of the building or a Unit set forth in this Offering which are neither in violation of applicable building codes, nor require approval of any governmental authority having jurisdiction, provided such variations are of substantially similar or better quality.

Subsequent to the First Closing and after receipt of an assignable manufacturer's or subcontractor's heating, electrical, plumbing or roofing warranty or bond (if and to the extent made by such manufacturer or subcontractor), Sponsor will, with reasonable promptness, deliver to the 352 Board an assignment of such warranty or bond. Sponsor will also deliver to each Unit Owner, with reasonable promptness after the issuance of the deed to him, an assignment of all assignable manufacturer's warranties and bonds relating to appliances in the Owner's Unit.

The Sponsor shall not be liable for, or obligated to defend, any suit with respect to the building or any Unit arising out of any occurrence taking place after the First Closing, except claims arising from the acts or omissions of Sponsor or its agents, employees or contractors. The Sponsor will indemnify the Unit Owners, the 352 Board and the Non-College Board from and against any such claims stemming from the acts or omissions of the Sponsor or its agents, employees, or contractors. All obligations of the Sponsor shall be enforceable only by the 352 Board, the Non-College Board or the College Board and not by the individual Unit Owners, unless the alleged construction defect relates to one Unit only and is not a common defect affecting two or more Units. During the period that the Sponsor controls the Non-College Board, however, any decision to enforce such obligations shall be made by majority vote of the non-Sponsor controlled managers. 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 this Plan. Moreover, in the event that there are title encumbrances (other than mortgages and permitted encumbrances) affecting the property at the time of the First Closing, Sponsor shall cause such encumbrances to be cured, remedied and removed, at its sole cost and expense, except that Sponsor shall have no obligation to cure, remedy or remove any such encumbrances if the same cannot be accomplished at an aggregate cost and expense (as reasonably estimated by Sponsor) of 1/2 of 1% of the total amount of this offering or less (including attorneys' fees and disbursements). The existence of any such liens or encumbrances will not constitute an objection to title or excuse any Purchaser from completing payment of the balance due under the Purchase Agreement (without provision for escrow), provided that Sponsor either furnishes adequate proof that such lien or encumbrance has been cured or remedied or deposits with its counsel, Todtman, Nachamie, Spizz & Johns, P.C., a reasonable sum to secure Sponsor's obligation to cure and remedy such lien or encumbrance subsequent to the First Closing. At Sponsor's request, the its counsel shall apply the sums so deposited towards payment of the cost of curing or remedying the title defect, except that said counsel shall retain a sufficient portion of such security deposit to pay for the reasonable costs of curing or remedying the remaining title defects. Notwithstanding the foregoing, Sponsor is obligated to cure all violations of record as of the First Closing within a reasonable time thereafter. If the aggregate cost and expense of curing and remedying and removing all such encumbrances exceeds 1/2 of 1% of the total amount of this offering (as reasonably estimated by Sponsor) and Sponsor elects not to accomplish the same, Sponsor shall withdraw this Plan in accordance with the terms of the section above entitled "Effective Date".

E. Immediately following the First Closing, Sponsor will assign (i) any assignable service and maintenance contracts and agreements relating solely to the Non-College Units and/or the Non-College Common Elements to the Non-College Board and (ii) any assignable service and maintenance contracts and agreements relating to the Condominium as a whole and/or the Genera Common Elements to the 352 Board. The Non-College Board and/or the 352 Board, as the case may be, will (on behalf of all Unit Owners) assume the same and indemnify Sponsor against all claims and liability thereunder that relate to matters and events occurring on or after the day upon which the First Closing occurs.

F. Sponsor agrees to deliver to, and at the expense of, the 352 Board, upon commencement of its operation, policies or binders for fire and casualty insurance providing coverage in accordance with

footnote 8 to the First Year's Budget. Such coverage will provide for sufficient coverage to avoid co-insurance or contain an agreed amount replacement value and to comply with the By-Laws. The cost of such insurance will be apportioned between the Sponsor and the 352 Board.

G. Sponsor agrees that copies of this Plan and all exhibits and documents referred to herein shall be on file and available for inspection by prospective Purchasers and by any person who shall have purchased a Unit under this Plan or participated in the offering of such Units, at the office of the Sponsor's counsel, Todtman, Nachamie, Spizz & Johns, P.C., 425 Park Avenue, New York, New York, and shall remain available for such inspection for a period of six (6) years from and after the date of the First Closing.

H. Sponsor and its contractors, subcontractors, agents and employees will have a right of reasonable access to each Unit and to all of the Common Elements for purposes of completing construction of the building or performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan, provided (i) Sponsor repairs any resulting damage to the Unit and restores it to substantially the condition it was in prior to Sponsor's entry and (ii) Sponsor provides reasonable prior notice to the Owner of the Unit to which access is required.

I. Except for Sponsor's or its designee's obligations to pay Common Charges, real estate taxes and special assessments, if any, as and when declared by the Non-College Board to be due, and to perform other duties as a Unit Owner with respect to any Unsold Units (for so long as Sponsor owns same), the Plan sets forth the entire extent of the obligations of Sponsor and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers relative to their Units under their respective Purchase Agreements. Sponsor makes no warranties other than as set forth in this section. The obligations of Sponsor under this section shall survive the delivery of the deeds to the respective Units but only for the time periods specified above. Sponsor shall not be liable for, or obligated to defend, any suits or claims with respect to any Unit arising out of any occurrence taking place on or after the date of 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 Closing, except suits or claims arising out of the acts or omissions of Sponsor or the representations made by Sponsor in this Plan.

The obligations of Sponsor under this section with respect to the Condominium or the Common Elements shall be enforceable only by the 352 Board and/or the Non-College Board, on behalf of all Unit Owners. All obligations pursuant to this Plan or the General Obligations Law, which are to be performed subsequent to the closing date, will survive the delivery of the deed.

NO BOND OR OTHER SECURITY HAS BEEN FURNISHED TO SECURE THE PERFORMANCE OF THE SPONSOR'S OBLIGATIONS SET FORTH HEREIN. THE ABILITY OF SPONSOR TO PERFORM ITS OBLIGATIONS WILL DEPEND UPON ITS FINANCIAL CONDITION, WHEN AND IF IT IS CALLED UPON TO PERFORM. NO WARRANTY IS MADE THAT SPONSOR WILL BE FINANCIALLY ABLE TO PERFORM ANY OR ALL OF SUCH OBLIGATIONS. In addition, after the First Closing, Sponsor's liability to any Purchaser under this Plan, or to such Purchaser's successors or assigns or to the 352 Board and/or the Non-College Board with respect to Sponsor's obligations under this Plan, shall in any event be limited (to the extent permitted by applicable law) to the net proceeds paid to Sponsor from the sale of the offered Units after payment of, or reserve for, all costs, expenses, taxes, fees 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). However, nothing contained in this section shall limit Sponsor's liability for personal injury (including wrongful death) or for any violations by Sponsor under Article 23-A of the New York General Business Law, Part 20 of the Department of Law's Regulations concerning newly constructed and vacant condominiums or under Sections 5-322.1 or 5-323 of the General Obligations Law.

In the event of the dissolution or liquidation of the Sponsor, or in the event that the Sponsor transfers ten (10) or more Units or twenty (20%) percent or more of the total number of Units in the Condominium, whichever is less, to a single purchaser, then in such event, the principals of the Sponsor shall provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor with respect to any Unsold Units and transferred Units, as the case may be, under the Plan and/or any applicable statute, law, rule, regulation or ordinance.

INTERIM LEASES

Sponsor or its designee reserves the right, freely and without restriction, to rent or lease Units to Purchasers at any time, both before and after the First Closing; however, once a Purchase Agreement is signed for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof. The lease will provide for rent (but not to exceed the maximum rent legally collectible, if any) and upon such other terms as may be mutually agreed upon. Such lease will also provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord (i.e., Sponsor), at its sole option, to terminate such lease. In the event that any interim lease of a Unit is terminated due to a default by a Purchaser thereunder, the Purchaser shall be required to vacate the Unit within fifteen (15) days of written notice from the Sponsor. No portion of the rental paid under such lease will be credited toward the Unit's Purchase Price. The risk of loss from fire or other casualty will pass to the Purchaser upon such Purchaser taking possession of a Unit under a lease.

No Purchaser shall have the right to occupy the Unit purchased by him prior to the closing unless Sponsor agrees to permit such occupancy under an interim lease or other written occupancy agreement which has been individually negotiated with such Purchaser. Sponsor has no obligation to enter into an interim lease with any Purchaser, regardless of whether interim leases have been offered to other Purchasers.

Sponsor's or its designee's right to rent or lease any Unsold Unit will not be subject to any right of first refusal in favor of the 352 Board, the College Board and/or the Non-College Board. Such lease must be for a term of not less than six (6) months; however, an interim lease or occupancy agreement between Sponsor and the Purchaser of a Unit may be for a lesser term.

The terms and conditions of the construction loan obtained by the Sponsor from The Community Preservation Corporation ("***CPC***") with respect to the Condominium and the requirements of HPD require that the Sponsor sell rather than rent the Units. Notwithstanding the foregoing, under certain market conditions (e.g., a decline in the value and potential selling price with respect to the Non-College Units by more than twenty (20%) percent of the selling prices set forth in this Plan), the Sponsor, with the consent of CPC and HPD, reserves the right to rent rather than sell the Units.

CONTROL BY THE SPONSOR AND THE COLLEGE PURCHASER

The affairs of the Condominium shall be managed by three (3) separate and distinct condominium associations. Matters affecting solely the College Units shall be the sole responsibility of the College Condominium Association ("***College Association***"). All matters regarding the College Association [including, without limitation, the number of managers comprising the board of managers of the College Association ("***College Board***") and the budget of the College Association] shall be determined by the College Purchaser and are not addressed further in this Plan. Matters affecting solely the Non-College Units shall be the sole responsibility of the Non-College Condominium Association ("***Non-College Association***"). The Non-College Association shall be governed by a board of managers initially comprised of three (3) managers to be elected solely by the owners of the Non-College Units ("***Non-College Board***"). The President and the Vice-President of the board of managers of the Non-College Association shall automatically be designated as members of the board of managers of the 352 Cathedral Gardens Condominium Association ("***352 Association***"), which shall be responsible for matters which affect both the College Units and the Non-College Units.

The 352 Association shall be governed by a board of managers initially comprised of five (5) managers, two (2) of whom shall be the President and Vice-President of the board of managers of the Non-College Condominium Association and three (3) of whom shall be designated by the College Purchaser. Until such time as the College Units are owned by more than one person, firm, entity or institution, the owner of the College Units shall elect a majority of the members of the board of managers of the 352 Cathedral Gardens Association ("***352 Board***").

Until such time as the College Units are owned by more than one person, firm, entity or institution, the 352 Board may not, without the College Purchaser's prior written consent:

(a) make any capital additions or improvements (unless required by law) which have any material effect on the College Units and/or the College Common Elements;

(b) increase or decrease the level of services (without regard to the cost of said services) provided by the 352 Association over those provided in the prior year's operating budget;

(c) establish reserve funds; or

(d) borrow money, unless the cost of such borrowing, when added to all other budgeted expenses, shall not result in increasing the Common Charges to be paid by all Unit Owners to the 352 Association for any year of operation by more than five (5%) percent above the previous year's Common Charges.

Sponsor will control the Non-College Board until the sooner to occur of (i) the second (2^{nd}) anniversary of the First Closing or (ii) the closing of title to 75% of the Non-College Units in both number and aggregate common interest. Additionally, until such time as the Sponsor no longer controls the Non-College Board, the Non-College Board may not, without the Sponsor's prior written consent:

(a) make any capital additions or improvements (unless required by law) which have any material effect on the College Units and/or the College Common Elements;

(b) increase or decrease the level of services (without regard to the cost of said services) provided by the Non-College Association over those provided in the prior year's operating budget;

(c) establish reserve funds; or

(d) borrow money, unless the cost of such borrowing, when added to all other budgeted expenses, shall not result in increasing the Common Charges to be paid by all Non-College Unit Owners to the Non-College Association for any year of operation by more than five (5%) percent above the previous year's Common Charges.

Notwithstanding the foregoing, the Non-College Board may take any of the actions enumerated in clauses (a) through (d) above without such prior written consent, if the cost of such actions, when added to all other budgeted operating expenses, shall not result in increasing the Common Charges for any year of operation by more than five (5%) percent above the previous year's Common Charges.

All painting, decorating, maintenance, repairs and replacements to the Common Elements, whether located inside or outside of the Units, shall be made by the 352 Board and/or the Non-College Board, as the case may be, which need not obtain the approval of Unit Owners or of mortgagees of Units (regardless of the cost thereof but subject to the restrictions on borrowing described herein), and the cost of the same shall be a common expense unless necessitated by the negligence, misuse, or neglect of a Unit Owner, in which case such Unit Owner will bear the entire cost thereof.

All maintenance and repairs to the Common Elements shall be performed by employees of the Condominium or by independent contractors.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sale or Lease of Units

There is no restriction upon ownership of a Unit. Units can be sold or leased by a Unit Owner, provided that the Unit Owner is not in arrears in the payment of Common Charges (except where the payment of the unpaid Common Charges is paid by the buyer or provided for out of the proceeds of the sale), and provided further that (with certain exceptions with respect to the College Units and the Sponsor as set forth hereinbelow) the sale or lease is first offered to the Condominium under the same terms and conditions as the prospective buyer or lessee has offered to purchase or lease the Unit.

Each owner of a Unit (with certain exceptions with respect to the College Units and the Sponsor as set forth hereinbelow) may sell or lease his Unit provided, however, that such owner first gives the Non-College Board written notice of his intention to do so, which notice shall be accompanied by a fully executed copy of the contract of sale or lease, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or lessee. The Non-College Board, on behalf of all Non-College Unit Owners, shall have the exclusive right to purchase or lease the Unit within twenty (20) days after receipt of such notice of sale or lease, on the same terms set forth in said contract or lease, all as more specifically set forth in Article VIII of the By-Laws. If the Non-College Board does not notify the Unit Owner during such twenty (20) day period of its election to purchase or lease the Unit, such Unit Owner will have thirty (30) days thereafter to consummate the sale or lease in accordance with the

terms stated in the contract of sale or lease appended to such notice, failing which the Unit Owner will again be required to first offer the same to the Non-College Board as provided above.

Notwithstanding any term, condition or provision contained herein to the contrary, in no event shall the restrictions set forth in this section of the Plan apply to (i) the leasing of any or all of the College Units to students and/or faculty of the College Purchaser, (ii) the sale of any or all of the College Units or (iii) the sale and/or lease of any Unit owned by the Sponsor.

Section 339-kk

In the event that a Unit Owner elects to lease his or her Unit pursuant to the provisions of this Section, then in such event, the terms and conditions of Section 339-kk of the Real Property Law of the State of New York shall be applicable to any lease of a Unit hereunder. Section 339-kk provides, in part, that in the event that a Unit Owner defaults with respect to the payment of common charges, assessments and/or late fees, then in such event, the 352 Board and/or the Non-College Board, as the case may be, may demand that the tenant of the Unit pay rent directly to the the 352 Board and/or the Non-College Board, as the case may be.

The Non-College Board may not exercise its option to purchase or lease any Unit unless those Unit Owners owning eighty (80%) percent or more of the aggregate Common Interests of all Non-College Units vote in favor thereof, in person or by proxy, at a meeting of Non-College Unit Owners held within fifteen (15) days of receipt of the notice, at which a quorum of Non-College Unit Owners is present. If approval is given, the Non-College Board may assess each Unit Owner (other than the selling Unit Owner), in proportion to his Common Interest, an amount necessary to effectuate the purchase or lease. The Non-College Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

A Purchaser is free to make a gift of his Unit to anyone during his lifetime or to devise his Unit by will or to have it pass by intestacy without any restriction, provided that the new Unit Owner shall be bound by, and his Unit shall be subject to, the foregoing restrictions. No Unit can be sold or leased without a simultaneous sale or lease of the undivided interest in the Common Elements.

The Sponsor, its designee, or any mortgagee acquiring title to a Unit in a foreclosure can sell or lease a Unit free of any of the foregoing restrictions. Further, the Sponsor, its designee or any mortgagee acquiring title to a Unit in foreclosure may rent a Unit to the Purchaser of the Unit if the Purchaser so desires prior to the conveyance of title to that Unit.

No lease for any Non-College Unit (other than an Unsold Unit for which a Purchase Agreement is in effect and which is leased to the Purchaser thereof) shall be for a term of less than six (6) months. Each lease must be in the form of lease then approved by the Non-College Board.

Restrictions On Occupancy and Use

Each Non-College Unit may be used solely for residential use. Subject to compliance with the terms and conditions of the LDA (as defined in Special Risk 14 below), the College Units may be used for any lawful purpose.

A Unit may be owned by an individual, corporation, partnership, fiduciary or any other entity. Each and every owner and occupant of a Unit and their guests must comply with the Rules and Regulations, as they may be amended from time to time. The Non-College Units may not be leased for transient residency (i.e., less than six months) or for any illegal purpose.

No portion of a Unit (other than the entire Unit) may be sold, conveyed, leased or subleased.

The Sponsor may, without the permission of the 352 Board, the College Board or the Non-College Board, use any unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to compliance with applicable governmental laws and regulations.

Mortgage of Units by Unit Owners

The Unit Owner may mortgage his Unit at any time after he acquires title to the Unit in whatever amount and under whatever terms he can obtain, provided that, solely with respect to the Non-College Units, the mortgage can only be taken from federal or state savings and loan associations, savings or commercial banks, life insurance companies, pension funds, trust companies, agencies of the United States government or of the City or State of New York, or other similar institutional lenders, except that, upon the resale of his Unit, any Unit Owner may grant a purchase money mortgage to a purchaser of his Unit. A Unit Owner may mortgage his Unit only if all liens for Common Charges (whether in favor of the 352 Board or the Non-College Board), if any, are provided for at the closing of the mortgage.

Common Charges - Assessment and Collection

The 352 Board will prepare and furnish its budget to the Unit Owners and their mortgagees annually. Based upon that budget and any modification approved by the 352 Board, the Unit Owners will be charged for the cost of the operation of the General Common elements of the Condominium in accordance with their percentage interest in the Common Elements. The charges assessed by the 352 Board ("***352 Common Charges***") include the cost of repairing, maintaining and operating the General Common Elements. In the discretion of the 352 Board, the 352 Common Charges may also include a reserve fund, working capital fund and other sums necessary to carry on the affairs of the 32 Association.

The Non-College Board will prepare and furnish its budget to the Non-College Unit Owners and their mortgagees annually. Based upon that budget and any modification approved by the Non-College Board, the Non-College Unit Owners will be charged for the cost of the operation of the Condominium in accordance with their percentage interest in the Common Elements. The charges assessed by the Non-College Board ("***Non-College Common Charges***") include the cost of repairing, maintaining and operating the Non-College Common Elements. In the discretion of the Non-College Board, the Non-College Common Charges may also include a reserve fund, working capital fund and other sums necessary to carry on the affairs of the Non-College Association.

The College Units comprise approximately seventy (70%) percent of the total floor area of the building in which the Condominium is located. Accordingly, the College Purchaser will be responsible for the payment of seventy (70%) percent of the total Common Charges due and owing to the 352 Association. No bond or other security has been furnished to secure the performance of the College Purchaser's

obligations set forth herein. The ability of the College Purchaser to perform its obligations will depend upon its financial condition, when and if it is called upon to perform. No warranty is made that the College Purchaser will be financially able to perform any or all of such obligations. In view of the limited scope of the projected budget of the 352 Association, it is unlikely that the operation of the Condominium as a whole and/or the owners of the Non-College Units would be materially and adversely affected in the event that the College Purchaser was unable to fulfill its obligations to the 352 Association with respect to the College Units. However, the owners of the Non-College Units could be called upon by the 352 Board to make up any short-fall in Common Charges to the 352 Association.

The estimates of real estate taxes in Schedule "A" and the estimates of the 352 Association and the Non-college Association in Schedule "B" and Schedule "B-1", respectively, were made by the Sponsor. Although the Sponsor is of the opinion that the estimates are accurate and reasonable, they are not intended and cannot by construed as an assurance of the actual expenses and are merely based upon information available at this time. Actual costs may be less or greater than as set forth in the schedules.

It is presently anticipated that the Common Charges collected by the 352 Board will be utilized to pay for costs and expenses attributable solely to the general Common Elements and that the Common Charges collected by the Non-College Board are to be used to pay for costs and expenses attributable solely to the Non-College Common Elements. The Common Charges do not include maintenance, repairs or decoration of any of the Units or portions thereof, Limited Common Elements, payments required pursuant to the liens of Unit Owners' mortgages and real estate taxes covering the individual Units.

The Common Charges which will be collected monthly by the Non-College Board from the Non-College Unit Owners are set forth on Schedule "A". However, additional services that the Non-College Unit Owners may desire or other factors can increase these charges. The Non-College Board may commence the collection of Common Charges upon the closing of title to the first Non-College Unit or at any subsequent date as in its sole discretion it may determine.

The Non-College Board's collection of Common Charges will be in an amount no greater than as set forth herein and only in such amount as will be necessary to carry out the duties of the Non-College Board as set forth in the Plan. All such Common Charges shall be paid by the Non-College Unit Owners and the Sponsor, as the owner of the Unsold Non-College Units, in accordance with their respective percentages of Common Interest as set forth in this Plan. The Common Charges will be placed in an account in the name of the Non-College Board in a financial institution that the Non-College Board may designate from time to time.

Where a Unit is damaged in casualty and the proceeds of insurance are not sufficient to cover the cost of repairing the damage, the amount necessary to restore the Unit over and above the proceeds from any insurance on the Units will be a Common Charge to all Unit Owners. In order to protect the Unit Owner against the possibility of such Common Charges, the Board of Managers will determine the amount of blanket casualty insurance covering all Units (the cost of which is part of the Common Charges) and review the amount of that coverage annually.

Until Common Charges are declared due and payable, Sponsor shall maintain the property and pay all expenses in connection therewith. When Common Charges are declared due and payable, the Sponsor shall be liable for the monthly Common Charges of all Units that have not been transferred to a bona fide purchaser.

Under the Real Property Law of the State of New York, the 352 Board (with respect to all Units) and the Non-College Board (solely with respect to the Non-College Units) shall have a lien against each Unit for its unpaid Common Charges (plus legal interest) prior to all other liens except liens for the payment of taxes and all sums unpaid on a first mortgage of record. With respect to the Non-College Units, the lien of the Non-College Board shall be superior in priority to the lien of the 352 Board. Any lien in favor of the Non-College Board and/or the 352 Board hereunder shall continue in force until six (6) years after the filing of a verified statement of the lien in the Register's Office or until all sums due have been paid. The 352 Board and/or the Non-College Board, as the case may be, 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. The liability of each Unit Owner for the payment of Common Charges thereafter assessed against his 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 Unit to the 352 Board and/or the Non-College Board, as the case may be, or its nominee on behalf of all other Unit Owners, without any compensation and in accordance with the Declaration and the By-Laws. In such case, said Unit Owner shall be exempt from any Common Charges thereafter assessed, but not relieved of his obligation to pay his mortgage, if any. A Unit Owner may not exempt himself from liability for his Common Charges by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Unit. Upon a resale, the buyer 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 buyer, except that a mortgagee who acquires title to a Unit or a buyer at a foreclosure sale shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges assessed prior to the acquisition of title to the Unit by the mortgagee or buyer at a foreclosure sale. In that case and in the event of a foreclosure by the 352 Board and/or the Non-College Board, as the case may be, of its lien on any Unit for unpaid Common Charges where the proceeds of the foreclosure sale are not sufficient for the payment of such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a common expense.

Repairs, Alterations and Improvements to Units

Any Unit Owner may make any non-structural interior alterations or improvements to the Unit without obtaining the consent of the 352 Board, the Non-College Board or the College Board so long as the alterations or improvements do not affect the building or any Common Element. All maintenance to the Units, including electrical repairs, plumbing stoppages, window cleaning, painting and decorating in the Units (except for painting and cleaning of the exterior surface of doors and windows, which open from a Unit, which painting and cleaning are performed by the Non-College Board or the 352 Board, as the case may be), repairs and replacements to Units including windows and doors (including all glass breakage) and repairs to pipes, wires and conduits located in and servicing the same Unit other than as set forth in the following paragraph shall be made by the respective Unit Owners at their expense.

If a Unit Owner creates any condition which affects the building, the General Common Elements, the College Common Elements, the Non-College Common Elements or any other Unit, the appropriate board of managers may make any repair or correct the condition upon notice given in accordance with the By-Laws and charge the Unit Owner for the costs of the service. If it becomes necessary for the 352 Board, the Non-College Board or the College Board to bring any lawsuit or other proceeding to enforce its right to make a repair or correct a condition or to collect any sum due on account thereof, said board of managers shall also be entitled to collect reasonable attorney's fees in connection with any such suit or proceeding.

Insurance

Upon commencement of operation of the 352 Association, the 352 Association will be provided with the insurance coverage described in footnotes to Schedule "B" of this Plan. The policy will be placed and paid for by Sponsor prior to the First Closing and the premium will be reimbursed to Sponsor within one (1) year from and after the First Closing without interest; however, if, at Sponsor's option, the premium is financed, then only the prepaid portion of the premium will be reimbursed to Sponsor and the 352 Board will assume responsibility for making the remaining payments.

Upon commencement of operation of the Non-College Association, the Non-College Association will be provided with the insurance coverage described in footnotes to Schedule "B-1" of this Plan. The policy will be placed and paid for by Sponsor prior to the First Closing and the premium will be reimbursed to Sponsor within one (1) year from and after the First Closing without interest; however, if, at Sponsor's option, the premium is financed, then only the prepaid portion of the premium will be reimbursed to Sponsor and the Non-College Board will assume responsibility for making the remaining payments.

Unit Owners may obtain supplemental or additional insurance for their own benefit, provided that such policies contain waivers of subrogation and provided further, that the liability of the companies issuing insurance procured by the 352 Board and/or the Non-College Board, as the case may be, shall not be affected or diminished by any Unit Owner's supplemental or additional insurance.

Each Unit Owner should consider the desirability of obtaining additional insurance at his own cost covering: (i) fire or casualty losses to the contents of his Unit and any replacements, additions, upgraded fixtures and improvements therein and (ii) liability for personal injury or property damage as a result of occurrences in his Unit and any Limited Common Elements appurtenant thereto.

Right of Access

The 352 Board, the Non-College Board, the managing agent, the superintendent and all other persons authorized by the 352 Board and/or the Non-College Board, as the case may be, will have an unlimited right of access to any Unit and any Limited Common Elements appurtenant thereto for the purposes, among others, of making inspections of, or removing violations of governmental laws or regulations against, any part of the property, curing defaults committed by the Owner of such Unit under any Condominium documents, or correcting any conditions originating in any Unit and threatening another Unit or any Common Element. In addition, Sponsor and its contractors, subcontractors, agents and employees will have an unlimited right of access to each Unit and to all of the Common Elements for purposes of completing construction of the building or performing certain alterations and repairs in or about Unsold Units in fulfilling Sponsor's obligations under the Plan. The Unit Owner shall have an easement over and through the Limited Common Elements for ingress and egress to and from the building in the event of an emergency, equipment failure or other contingency.

Compliance with Terms of Declaration, By-Laws and Rules and Regulations

Ownership of a Unit in the Condominium subjects the Unit Owner to compliance with the provisions of the Declaration and By-Laws, as well as any rules and regulations contained in the Declaration or By-Laws or established by the Condominium in accordance therewith. The rules and regulations are set

forth in the By-Laws and Declaration and can be found in Part II of this Plan. The failure of a Unit Owner to strictly comply with these documents will be grounds for an action for injunctive relief, damages or both.

Carbon Monoxide Detectors

New York City law requires owners of units in a residential condominium to install carbon monoxide detectors in their respective condominium units. The Sponsor, at its sole cost and expense shall install carbon monoxide detectors in each of the Non-College Units.

RIGHTS AND OBLIGATIONS OF THE BOARD OF MANAGERS

Board of Managers

The affairs of the Condominium shall be managed by three (3) separate and distinct condominium associations. Matters affecting solely the College Units shall be the sole responsibility of the College Condominium Association ("***College Association***"). All matters regarding the College Association [including, without limitation, the number of managers comprising the board of managers of the College Association ("***College Board***") and the budget of the College Association] shall be determined by the College Purchaser and are not addressed further in this Plan. Matters affecting solely the Non-College Units shall be the sole responsibility of the Non-College Condominium Association ("***Non-College Association***"). The Non-College Association shall be governed by a board of managers initially comprised of three (3) managers to be elected solely by the owners of the Non-College Units ("***Non-College Board***"). The initial three (3) members of the Non-College Board shall be Robert Ezrapour, Ken Haron and Eytan Benyamin, all of whom are principals of the Sponsor. The President and the Vice-President of the board of managers of the Non-College Association shall automatically be designated as members of the board of managers of the 352 Cathedral Gardens Condominium Association ("***352 Association***"), which shall be responsible for matters which affect both the College Units and the Non-College Units.

The 352 Association shall be governed by a board of managers initially comprised of five (5) managers, two (2) of whom shall be the President and Vice-President of the board of managers of the Non-College Condominium Association and three (3) of whom shall be designated by the College Purchaser. Until such time as the College Units are owned by more than one person, firm, entity or institution, the owner of the College Units shall elect a majority of the members of the board of managers of the 352 Cathedral Gardens Association ("***352 Board***").

At the first Annual Meeting of the Non-College Board, the term of office of two Managers will be fixed for two (2) years and the term of office for one (1) Manager shall; be fixed for one (1) year. All members of the Non-College Board, other than those designated by the Sponsor, must be Unit Owners who are in actual occupancy of their Unit and who are unrelated to the Sponsor. The members of the Non-College Board will be elected at the Annual Meeting of the Non-College Unit Owners. Each Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) shall be entitled to cast one vote at all Unit Owners' meetings for each .01% of Common Interest attributable to his (its) Unit, but the Board of Managers shall not cast any of its votes for the election of any member to the Board.

Until such time as the College Units are owned by more than one person, firm, entity or institution, the 352 Board may not, without the College Purchaser's prior written consent:

(a) make any capital additions or improvements (unless required by law) which have any material effect on the College Units and/or the College Common Elements;

(b) increase or decrease the level of services (without regard to the cost of said services) provided by the 352 Association over those provided in the prior year's operating budget;

(c) establish reserve funds; or

(d) borrow money, unless the cost of such borrowing, when added to all other budgeted expenses, shall not result in increasing the Common Charges to be paid by all Unit Owners to the 352 Association for any year of operation by more than five (5%) percent above the previous year's Common Charges.

Sponsor will control the Non-College Board until the sooner to occur of (i) the second (2^{nd}) anniversary of the First Closing or (ii) the closing of title to 75% of the Non-College Units in both number and aggregate common interest. Additionally, until such time as the Sponsor no longer controls the Non-College Board, the Non-College Board may not, without the Sponsor's prior written consent:

(a) make any capital additions or improvements (unless required by law) which have any material effect on the College Units and/or the College Common Elements;

(b) increase or decrease the level of services (without regard to the cost of said services) provided by the Non-College Association over those provided in the prior year's operating budget;

(c) establish reserve funds; or

(d) borrow money, unless the cost of such borrowing, when added to all other budgeted expenses, shall not result in increasing the Common Charges to be paid by all Non-College Unit Owners to the Non-College Association for any year of operation by more than five (5%) percent above the previous year's Common Charges.

Managers, other than Managers appointed by Sponsor or its designee, may be removed from office for cause by a vote of a majority of the Unit Owners. A Manager, other than one appointed by the Sponsor, must resign if he ceases to be a Unit Owner.

Powers and Duties of the Non-College Board

The Non-College Board may do everything necessary to carry out the business and objectives of the Non-College Association, including but not limited to, the following:

1. to determine and levy monthly assessments ("***General Common Charges***") against the owners of the Non-College Units to cover the cost of Non-College Common Expenses, payable in advance. The Non-College Board may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Unit Owners, pro rata, according to the formula provided for herein;

2. to collect, use and expend the assessments collected to maintain, care for and preserve the Non-College Units, the building and other Common Interests;

3. to make repairs, restore or alter any Non-College Units or the Non-College Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

4. to enter into and upon the Non-College Units when necessary and at as little inconvenience to the Non-College Unit Owners as possible in connection with the maintenance, care and preservation of the property;

5. to open bank accounts on behalf of the Non-College Association, to designate the signatories to such bank accounts;

6. to insure and keep insured the Non-College Common Elements and Non-College Units in accordance with Article VII of the By-Laws of the Non-College Association;

7. to collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Non-College Unit Owners of the property for violations of the house rules and regulations herein referred to;

8. to purchase any Unit at a foreclosure sale on behalf of all the Non-College Unit Owners;

9. to make reasonable rules and regulations with respect to the Non-College General Common Elements and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Non-College Unit Owners when the Non-College Board has approved them in writing. A copy of such rules and regulations and all amendments thereto shall be delivered to each Non-College Unit Owner;

10. to employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts and generally to have the power of management in connection with the matters herein set forth;

11. to bring and defend actions by or against a Non-College Unit Owner(s) and/or pertinent to the operation of the Non-College Association. The Non-College Board may, in its discretion, fund the cost of any such litigation out of Common Charge assessments. The Non-College Board shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration of Condominium and the By-Laws of the Non-College Association and may fund the cost of any such litigation out of the Common Charge assessments. Without limiting the foregoing, the Non-College Board may engage in litigation pertaining to the maintenance and operation of the Non-College Common Elements;

12. to acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Unit so acquired and to vote as a Unit Owner, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

13. to grant utility or other easements as may, at any time, be required for the benefit of the Non-College Association and the Non-College Unit Owners without the necessity of the consent thereto, or joinder therein, by the Non-College Unit Owners or any mortgagee;

14. to borrow money on behalf of the Non-College Association when required in connection with the operation, care, upkeep and maintenance of the Non-College Common Elements, provided, however, that (i) the consent of at least 66-2/3% in number of all Non-College Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of the By-Laws of the Non-College Association, shall be required for the borrowing of any sum of excess of $15,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any Non-College Unit or its appurtenant interest in the Non-College Common Elements without the written consent of the Owner of said Unit; and

15. to act as an agent of each Non-College Unit Owner who has given his written authorization to complain or apply to the local and county real estate tax assessment agency board of review by filing a single complaint on behalf of all such Non-College Unit Owners pursuant to the applicable sections of the New York Real Property Tax Law. The Non-College Board may retain legal counsel on behalf of all Non-College Unit Owners for which it is acting as agent and charge all such Non-College Unit Owners a pro rata share of expenses, disbursements, and legal fees for which charges the Non-College Board shall have a lien pursuant to Article VI of the By-Laws.

Officers of the Non-College Association

The officers of the Non-College Association shall consist of the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Non-College Board at its annual meeting. The Non-College Board may also appoint additional officers. All officers shall serve without compensation from the Non-College Association.

All officers of the Non-College Association, with the exception of members appointed by the Sponsor, must be Non-College Unit Owners.

The President shall be the chief executive officer of the Non-College Association, preside at meetings of the Non-College Unit Owners and of the Non-College Board, appoint committee members and generally have the powers and duties of the president of a corporation organized under the Business Corporation Law of New York. The President of the Non-College Board shall at all times also be a member of the 352 Board.

The Vice-President shall take the place and perform the duties of the President when the President is absent or unable to act. The Vice-President of the Non-College Board shall at all times also be a member of the 352 Board.

The Secretary shall keep the minutes of meeting, be in charge of the Non-College Board's books and papers and generally have the powers and duties of a secretary of a corporation organized under the Business Corporation Law of New York.

The Treasurer shall care for and have custody of the funds and securities of the Non-College Association, keep accurate records and books of account thereof and generally have the powers and duties of a treasurer of a corporation under the Business Corporation Law of the State of New York.

Repairs, Alterations and Improvements to the Non-College Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

a) in or to any Non-College Unit (other than the Non-College Common Elements, or Limited Common Elements to the extent provided below), including any additions, alterations and improvements made by the Non-College Unit Owner, shall be performed by the Non-College Unit Owner at his sole cost and expense;

b) in or to the Non-College Common Elements shall be made by the Non-College Board, which need not obtain the approval of Non-College Unit Owners or of mortgagees of Non-College Units (regardless of the cost thereof), and the cost of the same shall be a Common Expense to all Non-College Unit Owners (unless necessitated by the negligence, misuse, or neglect of a Non-College Unit Owner, in which case such Non-College Unit Owner will bear the entire cost thereof); and

c) in or to the Non-College Limited Common Elements shall be performed by the Non-College Board as a Common Expense if involving structural or capital expenditures or as an expense to the Non-College Unit Owner having direct and exclusive access to such Non-College Limited Common Element if involving painting or ordinary repair or maintenance.

The cost of snow removal and sidewalk maintenance of the sidewalks, courtyards and public walks comprising a portion of the Non-College Common Elements shall be a Common Expense. All maintenance and repairs to the Non-College Common Elements shall be performed by employees of the Non-College Association by independent contractors.

Powers and Duties of the 352 Board

The 352 Board may do everything necessary to carry out the business and objectives of the 352 Association, including but not limited to, the following:

1. to determine and levy monthly assessments ("***General Common Charges***") to cover the cost of General Common Expenses, payable in advance. The 352 Board may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Unit Owners, pro rata, according to the formula provided for herein;

2. to collect, use and expend the assessments collected to maintain, care for and preserve the General Common Elements;

3. to make repairs, restore or alter any General Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

4. to open bank accounts on behalf of the 352 Association, to designate the signatories to such bank accounts;

5. to insure and keep insured the General Common Elements and the building in accordance with Article VII of the By-Laws of the 352 Association;

6. to collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the house rules and regulations herein referred to;

7. to make reasonable rules and regulations with respect to the General Common Elements and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Unit Owners when the 352 Board has approved them in writing. A copy of such rules and regulations and all amendments thereto shall be delivered to each Unit Owner;

8. to employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts and generally to have the power of management in connection with the matters herein set forth;

9. to bring and defend actions by or against a Unit Owner(s) and/or pertinent to the operation of the 352 Association. The 352 Board may, in its discretion, fund the cost of any such litigation out of Common Charge assessments. The 352 Board shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration of Condominium and the By-Laws of the 352 Association and may fund the cost of any such litigation out of the Common Charge assessments. Without limiting the foregoing, the 352 Board may engage in litigation pertaining to the maintenance and operation of the General Common Elements;

10. to grant utility or other easements as may, at any time, be required for the benefit of the 352 Association and the Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee;

11. to borrow money on behalf of the 352 Association when required in connection with the operation, care, upkeep and maintenance of the General Common Elements, provided, however, that (i) the consent of Unit Owners owning at least 66-2/3% of the Common Interest in the Condominium obtained at a meeting duly called and held for such purpose in accordance with the provisions of the By-Laws of the 352 Association, shall be required for the borrowing of any sum of excess of $15,000.00 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the General Common Elements without the written consent of the Owner of said Unit; and

15. to act as an agent of each Unit Owner who has given his written authorization to complain or apply to the local and county real estate tax assessment agency board of review by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the New York Real Property Tax Law. The 352 Board may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and charge all such Unit Owners a pro rata share of expenses, disbursements, and legal fees for which charges the 352 Board shall have a lien pursuant to the By-Laws of the 352 Association.

Officers of the 352 Association

The officers of the 352 Association shall consist of the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the 352 Board at its annual meeting. The 352 Board may

also appoint additional officers. All officers shall serve without compensation from the 352 Association.

All officers of the 352 Association, with the exception of members appointed by the Sponsor and/or the College Purchaser, as the case may be, must be Unit Owners.

The President shall be the chief executive officer of the 352 Association, preside at meetings of the Unit Owners and of the 352 Board, appoint committee members and generally have the powers and duties of the president of a corporation organized under the Business Corporation Law of New York.

The Vice-President shall take the place and perform the duties of the President when the President is absent or unable to act.

The Secretary shall keep the minutes of meeting, be in charge of the 352 Board's books and papers and generally have the powers and duties of a secretary of a corporation organized under the Business Corporation Law of New York.

The Treasurer shall care for and have custody of the funds and securities of the 352 Association, keep accurate records and books of account thereof and generally have the powers and duties of a treasurer of a corporation under the Business Corporation Law of the State of New York.

Repairs, Alterations and Improvements to the General Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or in or to the General Common Elements shall be made by the 352 Board, which need not obtain the approval of Unit Owners or of mortgagees of Units (regardless of the cost thereof), and the cost of the same shall be a Common Expense to all Unit Owners (unless necessitated by the negligence, misuse, or neglect of a Unit Owner, in which case such Unit Owner will bear the entire cost thereof).

The cost of snow removal and sidewalk maintenance of the sidewalks, courtyards and public walks shall be a Common Expense. All maintenance and repairs to the General Common Elements shall be performed by employees of the 352 Association or by independent contractors.

Insurance

The 352 Board shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements insuring the building including all of the Units (but not including furniture, furnishings or other personal property supplied or installed by Unit Owners), together with all service machinery contained therein, covering the interests of the Condominium, the 352 Board and all Unit Owners and their mortgagees, as such interest may appear, in an amount equal to not less than eighty (80%) percent of the replacement value of the building. Each of such policies 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 352 Board and the Insurance Trustee hereinafter set forth.

In addition to the insurance set forth herein, a Purchaser may desire to insure his personal effects and the interior of the Unit itself for fire and liability. Such insurance, if taken by a Purchaser, will be payable by said Purchaser directly. The proceeds of all policies of physical damage insurance carried by the Board shall be payable to the Board of Managers in the event of a loss amounting to $100,000 or less, and to the Insurance Trustee, if the loss shall amount to more than $100,000. The proceeds shall be applied for the purpose of repairing, restoring or rebuilding the building unless otherwise determined by the Unit Owners, as hereinafter set forth.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of the 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 then current policies. The amount of fire insurance to be maintained on the building upon the transfer of title to all Units and until the first meeting of the 352 Board following the first annual meeting of the Unit Owners will be in the amount of $30,000,000. The 352 shall review the amount of fire insurance annually.

The Insurance Trustee, if one is appointed, shall be a bank or trust company in the State of New York designated by the 352 Board. If the Insurance Trustee shall resign or not qualify, the new Insurance Trustee shall also be a bank or trust company in the State of New York designated by the 352 Board of Managers. The Insurance Trustee shall hold all proceeds of insurance policies in accordance with Section 254 (4) of the Real Property Law.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the 352 Board and shall constitute a common expense. The 352 Board shall also obtain and maintain, to the extent obtainable: (i) fidelity insurance covering all employees of the Condominium who handle Condominium funds; (2) workmen's compensation insurance and (3) in order to limit the liability of Unit Owners for personal injury and tort, public liability insurance covering each member of the Board of Managers and each Unit Owner in such amounts as the Board of Managers may deem proper. The 352 Board shall review such limits once each year.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the 352 Board shall not be affected or diminished by reason of any Unit Owner's other insurance.

The 352 Board will arrange for repair of the Units in the event of casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs will be assessed against all Unit Owners. For further provisions regarding repair or reconstruction of Units after fire or casualty and condemnation, see the By-Laws of the 352 Association which provide, among other things, for Unit Owners' approval to reconstruct in the event seventy-five (75%) percent or more of the Units are destroyed or substantially damaged. In the event of a casualty loss, the Unit Owner will continue to pay the Common Charges on his Unit.

Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals may be required prior to renewal of any fire policy.

Liability of the Board of Managers, Officers and Unit Owners

In order to limit the liability of the Unit Owners, any contract, agreement or commitment made by the 352 Board and/or the Non-college Board, as the case may be, shall state that it is made by the 352 Board and/or the Non-College Board, as the case may be, as agent for the Unit Owners as a group only and that no member of the 352 Board, the Non-College Board nor any individual Unit Owner shall be liable for such contract, agreement or commitment except that every Unit Owner shall be liable to the extent that his proportionate interest in the Common Elements bears to the total liability under the commitment. The 352 Board and the Non-College Board shall have no liability to the Unit Owners in the management of the Condominium except for willful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the 352 Board and the Non-College Board against any liabilities or claims arising from acts taken by a member of the 352 Board and/or the Non-College Board, as the case may be, in accordance with his duties, except acts of willful misconduct or acts made in bad faith. However, the several liability of a Unit Owner shall be limited to the extent that his proportionate interest in the Common Elements bears to the total proportionate interest of (i) all Unit Owners in the case of a 352 Board liability or and (ii) the total proportionate interest of all Non-College Unit Owners in the case of a Non-College Board liability

Reports to Unit Owners

All Non-College Unit Owners will receive annually, within four (4) months of the end of each fiscal year, copies of an annual report of the Non-College Association including a balance sheet and profit and loss statement certified by an independent public accountant, a statement regarding any taxable income attributable to the Non-College Unit Owners and a notice of the holding of the annual Unit Owners meeting.

Amendments to Condominium Documents

The Declaration, By-Laws and rules and regulations may be altered, amended or added to at any duly called Unit Owners meeting provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by Unit Owners owning at least sixty-six (66.67%) percent of the Common Interest in the Condominium and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment shall affect or impair the validity or priority of the Unit Owner's interests and the interests of holders of a mortgage encumbering a Unit or Units.

Termination of Condominium

This property shall not be withdrawn from the provisions of Article 9-B of the Real Property Law unless Unit Owners owning at least eighty (80%) percent of the Common Interest in the Condominium and the first mortgagees, if any, of those same Units agree to the withdrawal of this property from the provisions of the article. The Sponsor or its nominee will not cast any of its votes for withdrawal unless eighty (80%) or more of the Unit Owners other than the Sponsor so vote. In that event, the Sponsor will be free to cast its votes either for or against withdrawal.

Units Acquired by the Non-College Board

All Units, which are acquired by the Non-College Board or its designee, pursuant to its right of first refusal or otherwise, shall be held by it on behalf of all Unit Owners. The Unit Owners shall hold their respective interests in the Unit in proportion to their percentage of Common Interest and the votes appurtenant to such Units shall be cast by the Non-College Board or its designee at all meetings of the Unit Owners, except that the Non-College Board will not vote in any election of members of the Non-College Board.

Procedure to Review Real Estate Tax Assessment

In the event that any Unit Owner seeks to have the assessed valuation of his Unit reduced by bringing a tax certiorari proceeding, the 352 Board and/or the Non-College Board, as the case may be, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided that such Unit Owner indemnifies the 352 Board and/or the Non-College Board, as the case may be, from all claims, costs and expenses (including without limitation, reasonable attorneys' fees resulting from such proceedings).

Under the By-Laws, the 352 Board is authorized to act as agent for the Community Facility Unit Owners to bring proceedings for the reduction of real estate tax assessments (commonly known as "tax certiorari" proceedings).

Covenant Against Partition of Property

The Condominium shall continue until terminated in accordance with the By-Laws of the 352 Association and the Declaration. In the event that withdrawal from the provisions of the New York Condominium Act is authorized as aforesaid, but only in such event, the property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such net proceeds, all liens on the Unit Owner's Unit, in the order of priority of such liens.

Copies of the Declaration and By-Laws are set forth in Part II of the Plan.

TAXES AND DEDUCTIONS TO NON-COLLEGE UNIT OWNERS

After the Units are separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes. In the event that the Units have not been separately assessed prior to the First Closing, the Sponsor will pay the real estate taxes with respect to the Units to the City of New York and the owners of the Non-College Units will be billed by the Non-College Board for their respective pro rata share of all real estate taxes paid by the Sponsor and the Non-College Board shall reimburse the Sponsor for any and all such real estate taxes. The Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units. The Sponsor has applied for and will use its best efforts to obtain real estate tax benefits pursuant to Section 421-a of the Real Property Tax Law of the State of New York. Sponsor represents that it will (i) keep all records required by HPD and will make such records available to HPD upon request, (ii) make all documents relating to any real estate tax benefits available to the Non-College Board for inspection and copying for

the life of such benefits and (iii) timely file all applications and comply with all procedures necessary in order to maintain the real estate tax benefits.

There are no tax certiorari proceedings pending with respect to all or any portion of the Property.

A Purchaser should seek the advice of a tax professional regarding the deductibility of real estate taxes as a business expense. Neither the Sponsor nor its counsel makes any representations as to the availability of any tax deductions for any Community Facility Unit. (See section of the Plan entitled "Opinion of Counsel".)

If the Condominium is required to pay taxes, the amount thereof will be levied as an additional Common Charge or assessment. No warranty is or can be made by the Sponsor or any other person that the United States Treasury Department, the New York State Department of Taxation and Finance, or the New York City Finance Administration will allow the aforementioned deductions and neither the Sponsor nor its counsel shall be liable if it shall be held that Unit Owners are not entitled to such deductions or veterans or other exemptions by reason of any change in fact or decisional law that could not be foreseen or expected to be foreseen.

The Law & Mediation Offices of Teresa Ombres, PLLC
38-39 Bell Blvd.
Bayside, New York 11361
Tel: 718-767-7667 Fax: 718-767-5488

September 29, 2004

110th Street Equities, LLC
c/o Mr. Robert Ezrapour
37 West 65th Street, 2nd Floor
New York, NY 10023

Re: Real Estate Tax Opinion Letter
352 West 110th Street
Block: 1845, Lot: 9, (f/k/a Lots: 9,11,56)
Borough: Manhattan

Dear Sir:

You have requested us to project the real estate tax liability of the above referenced premises for the fiscal period January 1, 2006 through December 31, 2006, after the condominium declaration has been filed. You have also advised that you intend to make application to appropriate agencies of the City of New York for partial real estate tax exemption pursuant to Section 421-a of the Real Property Tax Law of the State of New York (hereinafter, "421-a" and "RPTL").

It has been the practice of the Real Property Assessment Department unit of the Department of Finance of the City of New York (hereinafter, "DOF") to review the assessed valuation of newly constructed buildings. While there is a formula which has been utilized by the Real Property Assessment Department in reassessing such properties in the past, it has not been employed consistently, and it is therefore not possible to estimate or determine the post-construction assessed valuation of this property with any degree of certainty. However, the estimates presented below are based upon current policies and practices of that department.

All prospective purchasers are advised that although the estimate of assessed valuation upon completion of construction is a good-faith estimate, such assessed valuation, when actually made, may be less or greater than as estimated below. The final actual (target), and transitional assessed valuation for the subject property for tax year 2004/2005 is set forth as follows:

	Land	Total
Actual	$ 301,500	$ 301,500
Transitional	$ 278,100	$ 278,100

You have advised us of the following facts and made the following representations regarding this project:

1. As of January 5, 2004, the subject property was vacant land. Sponsor is building a new structure, which when completed will have two (2) residential towers over a base of community facility space. The north tower of the building will contain fifteen (15) floors and the south tower will contain nine (9) floors;

2. Sponsor has entered into a contract with Barnard College, a not for profit educational institution. Upon issuance of a Certificate of Occupancy, Barnard College will purchase eighteen (18) student apartments, twenty-seven (27) college faculty apartments and (2) community facility spaces, totaling approximately 71,273 sf., (collectively, the "Barnard Units"). Said units will not be offered for sale to any other party upon purchase by Barnard College;

3. Approximately 40,426 sf. will be attributable to twenty-five (25) residential apartments (hereinafter "Residential Units") located on the seventh through fifteenth floors of the north tower, each of which will be offered for sale by Sponsor. All units will have separate tax lot designations;

4. Construction of the project will be completed no later than January 1, 2006. Construction of initial footings and foundations for the new structure commenced on or about May 10, 2004, pursuant to new building permit No. 103251776-01-NB;

5. The land is not mapped as a public park nor was it utilized for ten or more years prior to October 1, 1971 as a private park as that term is defined in the Section 421-a rules and regulations (hereinafter, "HPD Regs.");

6. The project will not be used as a hotel nor for single room occupancy;

7. An application will be timely filed for a 421-a Certificate of Eligibility with the Department of Housing Preservation and Development of the City of New York (hereinafter, "HPD");

There are three recognized appraisal methods which are employed by the Real Property Assessment Department to determine the full market value of income producing real property. These methods are the original cost method, capitalization of income approach, and the sales price comparison method.

The original cost method is based on the theory that the value of a given property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a highly significant indicator of value with respect to new buildings. Relevant data used in the cost method include material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees, construction period taxes ("soft") costs.

The capitalization of income method is based upon the proposition that the annual net income generated by a property, when divided by the rate of return an investor at a given time would accept for his money in a competing investment, yields a close estimate of the market value of the property.

The sales price comparison method is founded upon the belief that value can be ascertained by surveying market prices. Market value has been defined as that price which a property would bring in a competitive and open market, wherein both buyer and seller are acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. However, the addition of sale prices of individual units may not be the basis for arriving at the assessed valuation of a residential condominium or cooperative housing corporation (see RPTL § 581, and Real Property Law § 339-y).

Since tax year 1982/83, RPTL § 1805 (3) has mandated that increases in assessed valuation must be phased in over a five year period, resulting in a "transitional assessment". However, the statute requires the Finance Department to include all physical (new construction, renovation, rehabilitation, or addition of square footage to existing structures) changes directly into the taxable assessed valuation without the five-year phase-in. The "actual assessment" is the target value which will be reached at the end of the five year period, assuming the assessment is not increased in the interim. Taxes are payable based upon the lower of the two values.

In arriving at the assessed valuation for each Unit in the Condominium, the building is first assessed as an entirety. This overall assessment is then apportioned among the respective Units, each of which will be assigned a tax lot designation once the Condominium Declaration has been recorded and the floor plans are filed with the office of the City Register. The apportionment will be based in part upon the proportion that the projected offering price presented in the Offering Plan for each Unit bears to the gross offering prices for all Units available for purchase in the project and/or actual prices at which units are sold, the common interest breakdown presented in the Offering Plan, and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases on particular units (hereinafter, "Proportionate Valuation").

Reconciliation of the three approaches to valuation discussed above, including review of final 2004/2005 valuations of comparable recently constructed residential apartment buildings in the vicinity of the subject, justifies an overall assessed valuation for the Residential Unit[1] portion of the completed project (including "land" and "building") of $3,355,358, or approximately $83.00 per square foot of gross Residential Unit building area (40,426 sf.). Prospective purchasers are advised that this valuation estimate assumes that the taxing authority is assessing a post-construction, completed, occupied building and is not intended to reflect any "progress" or interim valuation.

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[1] This projection does not include the student units, faculty units, nor community facility units, each of which will exempt from real estate tax pursuant to RPTL §420-a after title is transferred to Barnard College. RPTL § 420-a provides, in pertinent part, that real property owned by a corporation or association organized exclusively for educational purposes, and which real property is used exclusively for such purposes, shall be exempt from taxation upon such real property.

Since completion of construction is not projected until January 1, 2006, the assessed valuation for tax years 2004/2005 and 2005/2006 will not reflect the completed structure, since the assessor must consider the status of the site as of January 5, 2004 and January 5, 2005, respectively (New York City Charter § 1507). Therefore, the first tax year reflecting the full valuation of the entire project will be 2006/2007.

For tax year 2004/2005, the assessment, noted above, was based upon the valuation of vacant land. For tax year 2005/2006, in accordance with the provisions of § 11-209 of the Administrative Code of the City of New York, tax will be due upon the land valuation multiplied by the final tax rate in effect for 2005/2006. There will be no tax due upon the "building" component of the valuation for tax year 2005/2006. Review of final 2004/2005 valuations of comparable land valuations in the area of the subject parcel suggests a land valuation of $ 811,850 or approximately $ 50.00 per square foot of land area (16,237 sf.) for tax year 2005/2006.

Based upon the post-construction square foot areas of the Residential Units and Barnard Units set forth above, it is estimated that for tax year 2005/2006, the assessed valuation for the entire property should be apportioned in accordance with the following approximated percentages:

Residential Units:	36.19%
Barnard Units:	63.81%

TAX LIABILITY WITHOUT 421-A BENEFITS

Real property taxes are payable semi-annually, on July 1 and January 1 (the City operates on fiscal year commencing July 1 and ending June 30). Taxes payable during the fiscal period commencing January 1, 2006 and ending December 31, 2006, will be comprised of six months of tax year 2005/2006, and six months of 2006/2007. As of this writing, new tax rates for tax year 2004/2005 have not been set by the City Council. The blended tax rate for tax year 2003/2004 is 12.620% (1st half, 12.517%, and 2nd half, 12.723%) for residential property. The blended tax rate for tax year 2003/2004 is 11.431% (1st half, 11.580%, and 2nd half 11.282%) for commercial property. For purposes of the following projections, the following *estimated* tax rates have been utilized:

Tax Year	Residential (Class 2)	Commercial (Class 4)
2004/2005[2]	12.620%	11.431%
2005/2006	13.000%	11.774%
2006/2007	13.390%	12.127%

[2] As of the date of this writing, tax bills for the first half of tax year 2004/2005 have been rendered using this tentative tax rate, subject to adjustment when tax rates are finalized by the City Council.

2005/2006 Tax Year
(Interim Valuation **before** completion of construction)

Taxes payable during tax year **2005/2006** by Residential Units, are projected as follows:

Est. Actual Assessed Valuation for entire project:	$ 811,850[3]
Est. Actual Assessed Valuation (Residential Units):	$ 293,809[4]
Est. Taxes Payable @ 13.000%[5]:	$ 38,195

The tax liability of a particular unit, assuming (a) the overall assessment as estimated above; (b) the Proportionate Valuation calculated in accordance with the guidelines set forth above; and (c) tax rates as estimated above, may be estimated as follows for fiscal year July 1, 2005 - June 30, 2006:

Est. tax liability for individual Residential Unit = $ 38.195 x Proportionate Valuation

PROJECTED POST CONSTRUCTION REAL ESTATE TAXES

As stated above, the estimated real estate taxes payable for fiscal period July 1, 2005-June 30, 2006 do not reflect a fully completed structure. Therefore, assuming construction is complete by January 5, 2006, the first fully assessed tax year will be 2006/2007. Taxes payable during tax year **2006/2007** by all Residential Units combined, are projected as follows:

Est. Actual Assessed Valuation (Residential Units):	$ 3,355,358
Est. Taxes Payable @ 13.390% Tax Rate:	$ 449,282

Est. tax liability for individual Residential Unit = $ 449.282 x Proportionate Valuation

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3 16,237 sf plot (land) x $ 50.00 = $ 811,850

4 $ 811,850 x 36.19% = $ 293,809

5 Since it is anticipated that the building will have been apportioned into individual tax lots as of January 1, 2005, project should have changed from tax class 4 to tax class 2.

Fiscal Period January 1, 2006 - December 31, 2006

The tax liability of a particular unit, assuming (a) the overall assessment as estimated above; (b) the Proportionate Valuation calculated in accordance with the guidelines set forth above; and (c) tax rates as estimated above, may be estimated as follows for **calendar year January 1, 2006 through December 31, 2006:**

Est. tax liability for individual residential unit = ($243,739[6]) x Proportionate Valuation

NOTE: **The fiscal period under the plan includes six months of tax year 2005/2006, which reflects land value only, and six months of 2006/2007, which will reflect the valuation of the new construction.**

421-a PARTIAL TAX EXEMPTION BENEFITS

Those eligible projects which meet the requirements of the statute and receive partial 421-a benefits, are exempt from taxation on the increase in assessed valuation resulting from construction of the improvements. 28 NYCRR §6-02(d)(5)(C), provides for a 10 year exemption for those buildings located in Manhattan, south of or adjacent to 110th Street. One-hundred per cent (100%) of such increase is exempt during construction, and for two years subsequent to completion thereof. Beginning in the third year following completion of construction, the percentage of exemption decreases by 20% every year for a period of eight years. Full taxes are payable in the eleventh year following completion of construction.

Throughout the exemption period, real estate taxes will be based upon the tax rate fixed annually by the City Council on or about June 15, multiplied by the addition of (a) the taxable assessed valuation of the property as of the tax year prior to commencement of construction 2002/2003, or $245,700[7], known as the projected "mini-tax assessed valuation"), and (b) the current assessed valuation less the applicable exempt percentage. The mini-tax assessed valuation will be apportioned among all units in the building once the tax lot apportionment has been concluded. The mini-tax apportionment will be based upon the relative post-construction assessed valuation each unit bears to the total for the building.

Where the aggregate amount of commercial, community facility and accessory-use space exceeds 12 % of aggregate floor area, the amount of tax exemption shall be reduced by an

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[6] [$ 38,195 x 6/12 = $ 19,098 (Tax Year 2005/2006)] + [$ 449,282 x 6/12 = $ 224,641 (Tax Year 2006/2007)] $243,739

[7] The 2002/2003 combined Taxable Assessed Valuation for the three vacant lots which comprised the project at that time was $245,700.

amount equal to the percentage by which such space exceeds 12 % of aggregate floor area. Since the community facility portion of the subject premises is less than 12% of the aggregate floor area, no diminution of benefits is anticipated.

SITE ELIGIBILITY

To qualify for 421-a benefits, 28 NYCRR §6-02(f) requires that a site must have been vacant, predominantly vacant, underutilized, or improved with a non-conforming use as of 36 months prior to commencement of construction[8] (hereinafter, the "Operative Date"). The Operative Date is therefore May 10, 2001.

As of the Operative Date, Lot 9 (formerly known as lots 9, 11, and 56) was vacant and unimproved. These lots therefore meet the eligibility requirements of 28 NYCRR § 6-02(f)(3)(1), and each is eligible for 421-a partial exemption, provided other eligibility criteria are met.

Assuming (1) that construction and eligibility specifications contained in the RPTL and HPD Regs. are met, as enumerated in paragraphs 1 - 7 on page 2 above; and (2) properly completed preliminary and final applications for Section 421-a exemption benefits are timely filed, the City of New York will be required to grant 421-a exemption benefits to the project.

IMPACT OF 421-A BENEFITS

Assuming that the property will qualify for 421-a benefits, the post-construction assessment will be 100% exempt for a period of two years. Taxes payable during tax year 2006/2007, by all Residential Units combined, will be as follows:

Estimated Mini-tax assessed valuation:	$ 88,919[9]
Taxes Payable @ 13.000% Est. 2005/2006 Tax Rate:	$ 11,559
Taxes Payable @ 13.390% Est. 2006/2007 Tax Rate:	$ 11,906

The tax liability of a particular Residential Unit, assuming (a) the mini-tax assessed valuation as estimated above; (b) the Proportionate Valuation calculated in accordance with the guidelines set forth above; (c) tax rates as estimated above; and (d) timely implementation of 421-a benefits, may be estimated as follows for the fiscal period **January 1, 2006 through December 31, 2006:**

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[8] Sponsor has represented that construction commenced on or about May 10, 2004.

[9] For purposes of this estimate, the mini-tax assessed valuation has been apportioned as follows: $ 245,700 x 19% = $ 88,919.

Estimated tax liability for individual qualifying residential unit =
($11,733[10]) x Proportionate Valuation

ADDITIONAL ABATEMENT AND EXEMPTION BENEFITS AVAILABLE TO ELIGIBLE UNIT OWNERS

The following additional abatement and exemption benefits are presently available to qualified unit owners who meet the eligibility requirements of sections 425 and 467-a of the Real Property Tax Law of the State of New York ("RPTL"):

Since its enactment in 1996, RPTL section 467-a (Coop/Condo Abatement) has provided partial tax abatement to owners of residential units held in cooperative or condominium ownership, to the extent of 17 ½ percent of the net property taxes due on eligible dwelling units with an average assessed valuation greater than $15,000, after deduction of any abatement received pursuant to RPTL section 489 ("J-51" benefits). In order to qualify for these benefits for tax year 2006/2007, the following requirements must be met: (1) eligible units must be used primarily for residential purposes, and may not be owned by sponsor or any unit owner who owns more than three dwelling units in the Condominium as of January 5, 2006; (2) the Board of Managers must have filed a complete application, for the entire premises, with the Commissioner of Finance by February 15, 2006. The burden of proof is on the applicant to show that the requirements for granting an abatement have been met.

Section 425 of the RPTL (school tax relief (STAR) exemption) provides a partial exemption from real estate tax assessment which presently amounts to $1,790 for an eligible Condominium unit located within the City of New York, assuming the unit owner is less than 65 years of age. The benefit is enhanced for senior citizens, and is only available to units which serve as the primary residence of one or more of the owners thereof. A qualified unit owner must file an application with the local assessor on or before the applicable tax status date (January 5, 2006).

NOTE: **TO THE EXTENT THAT THE PROJECT QUALIFIES FOR 421-a EXEMPTION BENEFITS, IT WILL QUALIFY FOR NEITHER THE COOP/CONDO ABATEMENT NOR THE STAR EXEMPTION. IN THE EVENT THAT THE 421-a EXEMPTION BENEFITS ARE DENIED FOR ANY REASON, THE COOP/CONDO ABATEMENT AND STAR EXEMPTION WOULD BE AVAILABLE.**

This letter was prepared at the sponsor's request. The figures set forth herein are pproximations derived from material submitted by the sponsor and are subject to variation. We ave not passed upon the accuracy of any figures or estimates contained in the plan, and offer no 'arranties of the amount of any STAR or Coop/Condo Abatement benefits for any period.

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[10] $11,559 x 6/12 = $5,780 [Tax Year 2005/2006] + $11,906 x 6/12 = $5,953 [Tax Year 2006/2007] = $11,733

NOTE: **Due to the indictment of eighteen assessors in the Manhattan office of the Real Property Assessment Department, the Department of Finance is re-evaluating assessment policies and procedures. All prospective purchasers should be aware that until such time as any such new procedures are published, there can be no assurance that the calculations and guidelines utilized heretofore will continue to be employed by DOF.**

The above projections do not take into account any future increases in the assessed aluation of the property or of any real estate tax rate. The opinions expressed above are based n our interpretation of the RPTL, the Administrative Code of the City of New York, and the pplicable rules and regulations of DOF in effect as of the date hereof. While we believe our pinions are well founded, they are not intended, and should not be construed as representations r warranties. You should be aware that the laws, regulations and practices of the DOF upon hich this opinion is predicated may in the future be revised in a manner adverse to your nterests, or that there may be an adverse interpretation of the law or regulations by one or more gencies of the City of New York, or Courts of competent jurisdiction.

The foregoing analysis is based upon our experience with the Real Property Assessment epartment and the Tax Commission of the City of New York, and their assessment policies garding newly renovated and newly constructed properties held in condominium ownership. pplication of a particular approach to valuation by an individual assessor may yield a different sult. This would necessitate commencement of real property tax review proceedings at the Tax ommission or Supreme Court level to bring the assessment in line with the estimates presented rein.

The above opinion is based upon an interpretation of Section 11-245 of the dministrative Code of the City of New York and is not intended to be a guarantee that tax emption will be granted. The opinion is further subject to the owner's compliance with the es and regulations concerning the 421-a tax exemption program. No representation is made t the provisions of law will apply at the time the construction of the building is completed, and hey do apply, that HPD will hold that the property is entitled to the benefits conferred by ction 11-245 of the Administrative Code of the City of New York.

No warranty is or can be made that HPD or the New York City Real Property Assessment partment, or any other agency with jurisdiction, will approve sponsor's application for 421-a benefits. The writer of this letter shall not be liable if, because of change of laws and/or ulations, or if the facts are represented by sponsor prove incorrect, the property fails to obtain whole or part 421-a benefits. Should tax exemption be denied, in whole, or in part, then the dominium association will be responsible for all taxes due and owing from the closing date.

I hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

The Law & Mediation Offices of Teresa Ombres, PLLC

The Law & Mediation Offices of Teresa Ombres, PLLC

WORKING CAPITAL FUND

Each Purchaser of a Unit, other than the College Purchaser, at the time of closing, will be required to contribute to the Working Capital Fund a sum equal to one (1) months' Common Charges. The total amount of the Purchasers' contributions to the Working Capital Fund will be approximately $15,000.00.

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 Board, in its sole discretion; provided, however, the Working Capital Fund will not be used, in whole or in part, for the benefit of the College Units. While the Sponsor is in control of the Board, the Working Capital Fund will not be used to defray increases in Common Charges.

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.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND.

IDENTITY OF PARTIES

Sponsor

The Sponsor is 110th Street Equities, LLC, a New York limited liability company, whose principal office is at 37 West 65th Street, New York, New York 10023. The Sponsor was formed on December 17, 2001. The sole managers of the Sponsor are Robert Ezrapour, Ken Haron and Eytan Benyamin. Robert Ezrapour and Ken Haron were also principals of the sponsor of the condominium offering plans for the Lenox Court Condominium located at 205 East 76th Street, New York, New York, the Academy House Condominium located at 24 West 45th Street, New York, New York, the Eliza Court Condominium located at 2073 Eighth Avenue, New York, New York, the Rosa Parks Condominium located at 163 Saint Nicholas Avenue, New York, New York and the Brownstone Lane Condominium located at 309 West 118th Street, New York, New York. Yoav Haron, a principal of the Sponsor, and Eytan Benyamin were also principals of the sponsor of the condominium offering plan for the Eliza Court Condominium located at 2073 Eighth Avenue, New York, New York, the Rosa Parks Condominium located at 163 Saint Nicholas Avenue, New York, New York and the Brownstone Lane Condominium located at 309 West 118th Street, New York, New York (collectively, the "***Prior Plans***").

The sponsors with respect to the Prior Plans are current in their respective obligations pursuant to the Prior Plans. Copies of the Prior Plans are available for inspection at the Office of the New York State Department of Law, 120 Broadway, New York, New York 10271.

In the event of the dissolution or liquidation of the Sponsor, or in the event that the Sponsor transfers ten (10) or more Units or twenty (20%) percent or more of the total number of Units in the Condominium, whichever is less, to a single purchaser, then in such event, the principals of the Sponsor shall provide financially responsible entities or individuals who will assume the status and all of the obligations of the

Sponsor with respect to any Unsold Units and transferred Units, as the case may be, under the Plan and/or any applicable statute, law, rule, regulation or ordinance.

Selling Agent

As this time, no Selling Agent has been designated by the Sponsor with respect to the Units being offered hereunder.

Attorney

The Sponsor has retained Todtman, Nachamie, Spizz & Johns, P.C., 425 Park Avenue, New York, New York 10022, to represent it in connection with the preparation of this Plan and the sale of the Units. Perry L. Cohen, Esq. and Andrew L. Rosenberg, Esq. were the attorneys at Todtman, Nachamie, Spizz & Johns, P.C. who were involved with the preparation of the Plan. The Sponsor has also retained Teresa Ombres, Esq., 38-39 Bell Boulevard, Bayside, New York 11361 to represent it as special tax counsel in connection with the Plan.

Architect

Rothzeid, Kaiserman, Thomson & Bee, whose office is at 150 West 22nd Street, New York, New York 10011, are the architects who prepared the building description contained in Part II of this Plan. There is no relationship, other than the arms-length professional relationship with respect to the Condominium, between the Sponsor or its principals and the aforementioned architects.

Managing Agent

The initial Managing Agent for the Condominium is K&R Realty Management, Inc. whose office is at 37 West 65th Street, New York, New York. Robert Ezrapour and Ken Haron, principals of the Sponsor, are also the principals of K&R Realty Management, Inc. The Managing Agent is also the managing agent for, among other properties, (i) the Lenox Court Condominium located at 205 East 76th Street, New York, New York, (ii) the Academy House Condominium located at 24 West 45th Street, New York, New York, (iii) the rental apartment building located at 30-32 Bradhurst Avenue, New York, New York, (iv) the rental apartment building located at 246 Manhattan Avenue, New York, New York and (v) the Rosa Parks Condominium located at 163 Saint Nicholas Avenue, New York, New York 10026. Neither the Managing Agent, nor any of its principals, have (i) been convicted of a felony or (ii) been convicted by a court of competent jurisdiction of any offense or been the subject of an injunction which may be material to the Plan or an offering of securities generally within the fifteen (15) year period d immediately preceding the date of this Plan.

REPORT TO UNIT OWNERS

It is the obligation of the Non-College Board to give all Unit owners annually:

1. a financial statement of the Non-College Association prepared by a Certified Public Accountant, which shall be certified during the time Sponsor is in control of the Non-College Board, within four (4) months from the end of each fiscal year;

2. prior notice of the annual owners' meeting; and

3. a copy of the proposed annual budget of the Non-College Association within four (4) months from the end of each fiscal year. While the Sponsor is in control of the Non-College Board, such budget shall be certified.

DOCUMENTS ON FILE - 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.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, against the Sponsor, or any person or persons that might become a lien against the property or that might materially affect this offering, the Purchasers of Units, the property, the Condominium, or the operation thereof.

The Sponsor represents that the "Description of Property and Building Condition", hereinafter set forth in Part II of this Plan (which Sponsor adopts), accurately states the description and condition of the property and that Sponsor does not know of any material defect or need for material repairs except as indicated in such Description.

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, disability, marital status, age or other ground prohibited by law in the sale of the Units offered by Sponsor pursuant to this Plan, or in the leasing of any such Units or any other portion of the building.

The Property has not been the subject of any prior public offerings and as of the Presentation Date, neither Sponsor nor any representative or agent thereof has, in violation of law, raised funds from, or made any preliminary offering to, or binding agreement with, prospective Purchasers for the sale of Units in the building.

Pursuant to the provisions of Section 352-e(9) of the New York General Business Law, copies of this Plan, Parts A, B and C of the Exhibits submitted to the Department of Law pursuant to Part 20 of its Regulations, and all other exhibits and documents referred to herein, shall be available for inspection by prospective Purchasers and by any person who shall have purchased a Unit offered under this Plan or shall have participated in the offering of such Unit, at the office of the Sponsor's attorney during convenient weekday hours and shall remain available for such inspection for a period of six (6) years from and after the date of the First 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, and an additional set will be furnished to the Board of Managers.

The Declaration and the By-Laws will be recorded in the Register's Office prior to or concurrently with the First Closing. All deeds conveying and all mortgages covering individual Units will also be recorded in such office.

Sponsor is not obligated to offer or sell any of the Units and may, if it chooses and amends this Plan to so indicate, withhold one or more Units for future sale or offer one or more of the reserved Units. No binding obligation to sell a Unit shall arise unless and until a Purchase Agreement executed by both the Purchaser thereof and Sponsor has been exchanged.

Sponsor reserves the right to substantially revise, from time to time, the terms and conditions upon which Units are to be sold, including the nature of the use of each Unit, 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 Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in case of an uncured default or abandonment of the Plan), 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 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 any interest earned thereon) within thirty (30) days after the presentation of the amendment. However, such rescission, as to a Purchaser who becomes a tenant or occupant of the building, will be conditioned on the cancellation of any interim lease or occupancy agreement and surrender of possession of his Unit within ninety (90) days thereafter.

Schedule "A" – "Prices of Units" and Schedule "B" – "Projected Budget for First Year of Condominium Operation", both prepared by Sponsor, and the Description of Property and the Floor Plans prepared by Rothzeid, Kaiserman, Thomson & Bee, have been included in this Plan, and all statements and representations made in this Plan with respect thereto have been made in reliance upon the respective firms or individuals preparing same and their authority as experts.

No person has been authorized to make any statement or representation that is not expressly contained herein. Information, data or representations not contained herein or in the exhibits referred to herein must not be relied upon. This Plan may not be changed or modified orally.

Dated: July, 2005
New York, New York

SPONSOR:

110th STREET EQUITIES, LLC

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the Description of Property and Building Condition set forth in Part II of this Plan. The Sponsor has no knowledge of any material defects or need for major repairs to the property except as set forth in the Description of Property and Building Condition.

PART II

DESCRIPTION OF PROPERTY
AND
SPECIFICATION
FOR
CATHEDRAL GARDENS RESIDENCE

April 20, 2005

A. Location and Use of Property

The subject property is located on the middle of the block, bounded by 109th Street to the south and 110th Street to the north and between Columbus Avenue to the west and Manhattan Avenue to the east. The property is a through lot, 145'-10" deep, composed of two offset rectangles (see property survey), and measures 75 feet along 110th Street, 72'-11" along Manhattan Avenue and 147'-8" along 109th Street. Previously, it was made up of lots number 56, 11 & 9 and is now combined as lot 9 and assigned tax lot numbers 1401-1472 on tax block 1845.

The project is one building comprised of two sections, a North Building consisting of cellar, 15 floors and mechanical penthouse and a South Building consisting of cellar, 10 floors and mechanical penthouse. The Residential Units are located in the North Building on floors 7 to 15 and have exclusive use of the North Building entrance and elevators and other Common Space. The Residential Units and their Common Space are referred to as the Condominium. The remainder of the both buildings is reserved for a College Residence composed of student dormitories, faculty apartments and accessory spaces to be held under single ownership by Barnard College.

Space on the first and cellar floors of both buildings (see plans) is reserved for future Community Facility use (see No. 4 below for permissible uses). The cellar and first floors of these spaces are connected by interior convenience stairs as described in Section I-10. Separate entrances for each are described in Section I-5.

1) Address: 352 West 110th Street (North Building) & 217 Manhattan Avenue (South Building), in the borough of Manhattan, New York

2) Block: 1845, Lot:9

3) Zoning: R7-2

4) Zoning Lot: The new building is on one zoning lot. The total zoning floor area will be 100,675SF. The maximum permitted floor area on this site is 105,534SF

5) Permissible Uses: Residential / Community Facility
Community Facility uses are limited to use groups 3 & 4 in the NYC zoning resolution. This includes schools, community centers, churches, medical offices, nursing homes and non-profit organizations among others.

B. Status of Construction

1) Year Built: The project is in the construction phase. New construction is expected to be completed in December 2005.

2) Construction: It is proposed to construct one new building consisting of two portions. One of 15 floors and the other 10, connected at the cellar, 1st floor, 3rd to 6th floors and 10th floor. Plans for the project were approved by the NYC Department of Buildings with a Building Permit issued on Feb. 9, 2004.

3) Classification: Class 1C – Non-Combustible; Fire-Resistive – NYC Building Code

4) Certificate of Occupancy: A Certificate of Occupancy will be obtained at completion of construction for occupancy as a Class "A" Multiple Dwelling. Sponsor to obtain C.O. prior to closing.

5) New Building: Permit for Application 103251776-01-NB was issued prior to commencement of work.

6) A.D.A.: The building will comply with Local Law 58/1987 (Handicapped Access Law).

7) The conditions noted in this report are based upon observations made prior to and at the start of the construction. Building description is based upon the architectural plans prepared by Rothzeid Kaiserman Thomson & Bee, Architects and Planners, Dated September 24, 2004; Structural Drawings prepared by Goldreich Engineering P.C. dated June 9, 2004; and mechanical, plumbing and electrical drawings prepared by T.C. Sideris P.E., P.C., dated September 24, 2004.

C. Site

The Buildings are to be located within the boundaries of the New York City in the Borough of Manhattan on the block bounded by 110th and 109th Streets between Columbus and Manhattan Avenues.

1) The site area is 16,236 Square Feet.

2) The site will be occupied by a new building as described above. The two sections of the building will have independent mechanical systems and some utilities. A common garden space which will be open to the community.

3) There are no streets owned or maintained by the project.

i. The streets exist, paved with asphalt blacktop concrete and maintained by New York City Department of Highways.

ii. The curbing will be steel or concrete.

iii. Sewer catch basins for storm water run-off exist and are located at the curb and are also maintained by New York City Department of Highways and Sewers.

iv. The street lightings exist and are maintained by New York City Department of Highways, Traffic & Lighting Section.

v. Additional lighting will be provided for the tenants at each of the entry points to the building on the premises, and at selected points along walkways in the common garden.

4) It is proposed to replace the entire sidewalk fronting the site on all sides, 110th Street, 109th Street & Manhattan Avenue.

i. All sidewalk paving will be concrete, and will be placed in accordance with New York City Highway Department standards.

ii. The curbing is steel or concrete.

iii. There are no catch basins in the sidewalks. (Outdoor area drains are provided in areaways adjacent the building and on a walkway crossing the common garden).

iv. There will be decorative lighting illuminating the sidewalk mounted on the garden fence along the 109th Street sidewalk, and mounted on the building along the 109th street, Manhattan Ave and 110th Street facades. (The street lighting is the same as discussed in the previous paragraph.)

v. All above items are or will be in conformity with applicable local Codes.

D. Utilities

1) Electricity is provided by Con Edison and will be separately metered for each Residential Unit, each College Apartment, each College Dormitory, each Community Facility space, for the Condominium and College Common Areas separately and for the Combined Common Areas.

2) Gas is provided by Con Edison and will be master-metered for heating, cooking and hot water, separately for the Condominium and the College Areas.

3) Water is supplied by the New York City Environmental Protection Water Department and will be master-metered for the Condominium and the College Areas separately. A separate meter is provided for the sprinkler and standpipe systems in common.

4) The house sewer for each building is separately connected to the New York City Sewer System.

5) Telephone service for the Condos and the Faculty Apartments in the College Areas will be provided, using CAT-6_ wiring, by Verizon and billed to each individual unit or occupant as ordered. Telephone service for the Dorm Units will by provided by the College using a Rohm System.

6) Apartments will be pre-wired for cable television.

E. Sub-Soil Conditions

1) The building's foundation will be concrete. The foundation walls will rest on bedrock or steel pilings resting on bedrock. The building will not bear on subsoil. There will be a full cellar under each building. There is no ground water found at the site.

F. Landscaping and Enclosures

1) There is an outdoor garden area with various improvements provided for all tenants and the community, to be maintained by the college, and a smaller unimproved outdoor yard assigned to the North Building Community Facility.

2) Garden Features:

i. The garden will be separated from the public sidewalk by a secure fence and gates limiting public access. Tenant access is available at all times from a garden door.

ii. There will be raised landscaped areas bordered with low concrete retaining walls, planted with trees, shrubs and ground cover . There will be separate on grade gardening areas unplanted but prepared with planting mix and topsoil.

iii. There will be night lighting on the path to the garden door and on the fence along the 109th Street sidewalk.

iv. There will be a paved enclosure provided for sitting with strollers, accessed from the 109th Street sidewalk.

v. A security fence is provided at the side lot line.

3) There will be new trees on all three sidewalks, approximately 25' apart. Planted trees to be based on NYC Park Department requirement.

4) There will be no display pools or fountains.

G. Building Size

1) The height of the North Building from the first floor entry to the highest structural roof slab will be 163'-2". The height of the South Building from the first floor entry to the highest structural roof slab will be 116'-11".

2) There will be no sub-sub or sub cellar in either building.

3) There will be a full cellar under each building with a typical height from cellar floor to underside of structural slab above of 9'-8 in the North Building and 9'-5" in the South Building and a minimum height of 7'-0".

4) Nominal Floor to Ceiling Heights: (floor to underside of slab to the full inch. Applies to major spaces only – certain kitchens, bathrooms, corridors, etc have dropped ceilings)

	North Building	South Building
1st floor	14'-7"	11'-2"
2nd floor	**	9'-1"
3rd floor	9'-1"	9'-1"
4th floor	9'-1"	9'-1"
5th floor	9'-1"	9'-1"
6th floor	9'-9"	9'-9"
7th floor	9'-2"*	9'-2"
8th floor	9'-2"*	9'-2"
9th floor	9'-2" *	9'-2"
10th floor	9'-2" *	8'-8"
11th floor	9'-2" *	
12th floor	9'-2" *	
13th floor	9'-2" *	
14th floor	9'-2" *	
15th floor	9'-2" *	

** No floor, * Condominium floor

5) The maximum number of occupied floors is 15.

6) There are utility penthouses to a height of 15'-6" above both the North and South Building roofs, containing stairs in each building, elevator machine rooms in each building and a boiler room in the North Building.

7) There will be kitchen and toilet exhaust fans on the roof, each exclusively serving either the Condominium or the College units. There will be a make-up air unit for ventilation on the roof of each building.

8) The roof parapets other than the bulkhead roofs will be a minimum of 3'-6" above the finish roof.

H. Occupancy

1) The number of proposed apartments is 25 Residential and 45 College units.

2) Compliance with Local Law 58/1987 (Handicapped Access Law) was met as reflected on the approved Department of Buildings plans. Aspects of compliance are: Outside entries at grade; Elevator cab size; Apartment hallway size and arrangement; Bathroom size for adaptability, Kitchen size and arrangement for adaptability; switch and outlet mounting heights.

3) Fire egress requirements for the apartments have been satisfied as reflected on the Department of Buildings approved plans. Each building will have two egress stairs with path limits within code requirements. Each building is fully sprinkler protected.

I. Building Systems

The buildings will be supported on reinforced concrete foundations. The foundation walls are of reinforced concrete supported on bedrock or steel piles on bedrock. The building will not bear on subsoil. The cellar slab is 5" reinforced concrete on grade. The elevator pit is of reinforced concrete. The floors and roof will be reinforced concrete.

The buildings' structural support system consists of flat slab reinforced concrete supported from reinforced concrete columns and shear walls.

The building is designed for the following floor loads:

Ground Floor –	Live Load: 100 psf	Dead Load: 103 psf	Total Load: 203 psf
Typical Floor –	Live Load: 40 psf	Dead Load: 103 psf	Total Load: 143 psf
Terrace –	Live Load: 60 psf	Dead Load: 122 psf	Total Load: 182 psf
Roof –	Live Load: 30 psf	Dead Load: 107 psf	Total Load: 137 psf

The buildings are designed for wind and earthquake forces.

The structural engineer is Goldreich Engineering, P.C.

1) Building Exterior

i. Walls: Various types of materials are used on the exterior walls of the buildings. The ground floor facades facing the streets and garden are clad with pre-cast concrete panels. The lot line walls adjacent existing buildings are concrete block. The exposed upper walls of the buildings are brick. Their general location and construction described from the inside to the outside are as follows:

(a) Typical Ground Floor Façade, North Building

- 5/8" GWB
- 1-5/8" metal stud
- R8 Batt insulation
- 12" reinforced concrete block
- 3 ½" air space
- 4" precast concrete

(b) Typical Ground Floor Façade, South Building

- 5/8" GWB
- 2 ½" metal stud
- R8 Batt insulation
- 8" reinforced concrete block
- 3 ½" air space
- 4" precast concrete

(c) Typical Upper Floor Exterior Wall

- 5/8" GWB
- 6" metal stud
- R19 Batt insulation
- ½" Dense-Glass sheathing
- Flashing
- 3/4" extruded polystyrene insulation
- 2 ½" air space
- 3 5/8" Brick

(d) Typical Hidden Lot Line Walls

- 5/8" GWB
- 1 5/8" metal stud
- R8 Batt insulation
- 6" reinforced concrete block

ii. Openings:

(a) Storefront: All entrances and storefront windows are aluminum of a single manufacturer with baked on painted finish and double glazing. The openings are caulked with silicone sealant throughout and have precast concrete sills. Manufacturer's air infiltration and water resistant ratings are sufficient to withstand ambient weather condition.

(b) Windows: All windows will be aluminum of a single manufacturer with baked on painted finish and double-glazing. The openings are caulked with silicone sealant throughout. Window openings have cast stone sills. Terrace, balcony and stairway doors are by the window manufacturer. Manufacturer's air infiltration and water resistant ratings are sufficient to withstand ambient weather condition.

(c) Roof Doors: Doors for mechanical rooms and the 10^{th} floor roof connection are painted steel. Roof access doors from stairwells will be painted steel and glass

2) Parapet and Copings:

The roof parapets will be solid masonry with steel bar reinforcing, brick veneer and cast stone copings.

3) Chimney and Caps:

The South Building chimney extends from the boiler room in the cellar to 3'-0" above the top of the mechanical bulkhead parapet. Up to the roof it consists of a 22" diameter steel flue enclosed in fire rated gypsum walls and supported from the floor slabs. Above the roof the steel flue is exposed and painted. The top of the chimney will have a metal rain cap.

The North Building chimney extends from the boiler room on the roof to 3'-0" above the top of the bulkhead parapet. It consists of 28" diameter exposed steel flue which will be painted. The top of the chimney will have a metal rain cap.

4) Balconies and Terraces:

Residential Units with roof terraces or balconies are specified in the listing appendix and shown on the drawings. Balconies are cantelevered reinforced concrete and have painted steel rails. Roof terraces are over floor and are made of reinforced concrete slabs covered with tapered rigid insulation and a roof membrane, paved with precast concrete pavers. Terraces are designed with a 182 psf total load capacity

i. Apartment 7A will have a private 998SF roof terrace accessed directly from the living room and master bedroom.

ii. Apartment 14A will have a private 1011SF roof terrace accessed directly from the living room.

iii. There will be [1] public roof terrace of 1025SF for Condominium use only on the 10th floor accessed from the public corridor.

No permitted floor area can be built on the roof terraces according to the zoning.

5) Exterior Entrances:

Exterior entries are provided off 110th Street., Manhattan Ave, 109th Street. and the garden on 109th Street.

i. North Building

(a) Lobby: The main entry is from a vestibule on 110th Street and provides access to the Condominium apartments only.

- Entrance doors and frames are aluminum and glass equipped with electric strikes. Exterior doors only will have keyed locks. An Intercom panel will be provided at the exterior sidelight.

- There is a front desk for a doorman and there are video intercom connections to each apartment from outside the entry vestibule.

- There are mailboxes located in the lobby, horizontal front loading made of extruded aluminum to satisfy U.S. Post Office Regulations.

- There is an exterior stainless steel canopy with decorative lighting.
- There are no railings.
- Community Facility: The Community Facility entry is from a 110th Street without a canopy or vestibule. Door and frames are aluminum and glass equipped with a keyed lock only.

(b)

ii. South Building

(a) Lobby: The main entry is from a vestibule on Manhattan Avenue and provides access to the College Apartments and Dormitories only.

- Entrance doors and frames are aluminum and glass equipped with electric strikes. Exterior doors only will have keyed locks. An Intercom panel will be provided at the exterior sidelight.
- There is a front desk for a doorman and video intercom connections to each apartment from the lobby.
- There are mailboxes located in the lobby for the College Apartment units, horizontal front loading made of extruded aluminum to satisfy U.S. Post Office Regulations.
- There is an exterior stainless steel canopy with decorative lighting.
- There are no railings.

(b) Community Facility: The Community Facility entry is from a 109th Street without a canopy or vestibule. Door and frames are aluminum and glass equipped with a keyed lock only.

iii. Rear Entries

(a) There is a South Building cellar egress passage exit on 109th Street.

(b) There is a North Building garden access door. This opens to an interior hallway that connects to both the North and South building lobbies.

(c) There are no fire stairs

iv. Service Entrances: No separate service entrances will be provided. All service related access will be through the front or rear entries.

v. Entry Door Types: All entry doors are glass doors in extruded aluminum frames. Vestibule doors and frames are similar to the lobby entrances.

6) Roof Levels

i. South Building setbacks occur at the 7th, 10th and 11th floors, and for the roof of the 10th floor common room, with the uppermost roof over the elevator bulkhead.

ii. North Building setbacks occur at the 7th, 14th and 16th floors with the uppermost roof over the elevator bulkhead. There is a 15th floor terrace roof which overhangs the 14th floor terrace.

7) Roof Structures

i. Type of Roofs:

(a) The waterproofing membrane material will be Firestone modified bitumen system APP 180 or equal.

(b) Roof areas will be insulated with rigid insulation with an average R-19 value.

(c) All roof areas will be sloped to drain.

(d) The normal expected life of the roof is 10 years.

(e) The roof manufacturer will provide a 10 year guarantee.

(f) Roof flashing materials will be sheet metal as per manufacturer's recommendations.

ii. Drains: The roof will be pitched for storm water run-off.

(a) The mechanical bulkheads will have scuppers through the parapets connecting to leaders leading to splash blocks on the roof below.

(b) Paved roof terraces will have dual entry drains flush with the pavers to receive water from both above and below.

(c) Non-paved roofs will have raised basket drain covers.

iii. Skylights: There are no skylights. Ventilation for stairways and elevators as required by New York City Code will be provided by wall louvers at the roof bulkheads.

iv. Bulkheads: Both the North and South Buildings have brick roof bulkheads for stairways and elevator machine rooms.

v. Metalwork at Roof Levels:

(a) At the South building there are two ladders, from the 11th floor to the common room roof and from the common room roof to the elevator machine room roof.

(b) At the North building there are two ladders, from the 16th floor to the boiler room roof and from the boiler room roof to the elevator machine room roof.

(c) There is a painted metal rail around a balcony cantilevering from the North Building roof through a break in the parapet.

(d) There are no stairs on the roof.

vi. Rooftop Facilities: Access to a paved portion of the 10th floor roof terrace will be provided for Condo residents (see section I-4iii).

8) Fire Escapes: There will be no fire escapes.

9) Yards and Courts: The garden is also described in F.2. above.

i. There will be an outdoor 949 SF yard connected to and for the future use of the North Building Community Facility space. Except for a site drain this yard will remain unfinished,

ii. There will be a landscaped public access Garden along 109th Street (4,479 SF), and an areaway between the South Building and the Garden (307 SF).

iii. The garden is separated from the sidewalk by a gated brick and iron fence.

iv. There will be 10 new site drains.

10) Interior Stairs:

Egress

i. There are two stairs each in the North and South Buildings, serving as the required means of egress from all floors, leading to exit through the lobby or through one of the rear doors to the Street or Garden.

ii. Each stair is concrete with concrete treads and steel handrails.

iii. The enclosures are concrete, concrete block and fire rated stud walls.

Convenience:

i. Each Community Facility space, north and south will have an internal concrete convenience stair with steel handrails connecting the 1st floor and cellar portions. for community facility use only.

11) Doors and Frames

i. Apartment entry doors will be 1 ½ hour rated hollow metal doors and frames with self-closing hinges, as per code requirements.

ii. Interior apartment doors will be solid core Masonite.

iii. Doors to stairs, mechanical and utility rooms are 1 ½ hour rated hollow metal doors and frames with self-closing hinges, as per code requirements.

iv. Roof doors from stairwells will be painted steel & glass doors in steel frames.

v. Apartment terrace and balcony doors will be aluminum and glass in aluminum frames.

vi. Laundry and exercise room doors will be 1 ½ hour rated hollow metal doors and frames with self-closing hinges.

12) Elevators and Elevator Cabs

i. There will be four (4) passenger elevators, two (2) in each building.

ii. Elevators will be by Hollister-Whitney Elevator Corp., 25 HP with maximum capacity of 2,000 lbs.(typically up to 13 passengers maximum ea.)

iii. Elevators will be automatic traction elevators.

iv. Floors served in the North Building are Cellar,1,7,8,9,10,11,12,13,14,15.

v. Floors served in the South Building are Cellar,1,2,3,4,5,6,7,8,9,10.

vi. Doors will be automatic sliding.

vii. Elevator Machine Rooms are located at the roof level.

viii. Clear inside cab dimensions are: 68"Wx 51"Fx 96"H, with a ~1 ½" deep railing on the rear wall. Doors are 3'-0" wide and 7'-0" high.

ix. Elevator cab finishes will be plastic laminate and stainless steel. Floors will be stone in the north elevator and porcelain tile in the south (college) elevator. Elevator lighting will be fluorescent.

J. Auxiliary Facilities

1) Laundry Room: Central laundry facilities are provided for the college residents, located on the top floor of the South Building. There will be hook-ups for 4 washing machines and 4 dryer machines to be installed by the college in the future.

2) Building Storage: Storage spaces are designated in the cellar of both buildings. Approximately 240SF in the north and 400SF in the south. Storage space has not been allocated to tenants by the sponsor and is being left to the discretion of the future condominium owners.

3) Refuse Disposal: There will be two (2) refuse disposal rooms, one for each building.

   i. There will be no incinerator.

   ii. There will be garbage compactors in each of the cellar trash rooms; Model Metro Pac MC-4000 by Metro Compactor Services with a hydraulic ram force operation of 58,920lbs.

   iii. Approvals: The compactors selected will be NYC approved.

   iv. There will be a room in the north cellar to store recycled materials for condominium use only.

   v. All residential floors will have a trash chute room.

   vi. There will be access to the street through service stairs for garbage removal

   vii. Garbage pickup is by the City of New York on a scheduled basis.

K. Plumbing and Drainage

1) Four (4) inch domestic water service will be extended from the city water main in West 110th Street and fitted with a 4 inch water meter and backflow preventer. All water distribution piping will be type 'L' copper with wrought copper fittings and lead-free solder joints. All water piping will be insulated. Hot water will be generated by a dedicated domestic hot water heater. The hot water will be delivered to the fixtures at a temperature of 120°F. The temperature will be maintained by the use of a circulating pump, Bell & Gosset Model LD-3 or equal.

2) Fire Protection

   i. Both buildings will be sprinkled using wet pipe sprinkler systems.

   ii. The buildings will be provided with a 6-inch fire service from Manhattan Ave, which extends to a fire pump. Fire department sprinkler Siamese connections will be provided as a second means of water supply, at the street façade both at 110th Street and at 109th Street.

   iii. Sprinkler floor control valves will be located at each floor in the staircase in each building.

   iv. Sprinkler water flow indicators and tamper switches will be installed on each floor and be connected to the fire alarm system of each building.

   v. All sprinkler heads and piping within finished areas will be concealed.

   vi. Materials: Piping: Schedule 10 steel pipe with malleable iron threaded fittings, or grooved fittings and couplings with roll grooved end pipe. All fire suppression system equipment and materials shall be UL listed and Factory

Mutual approved. Tamper switches will be provided on all control valves. Sprinkler heads will be a combination of sidewall mounted and recessed automatic sprinklers. Mechanical rooms and other exposed areas will be provided with standard response upright ½" discharge orifice heads.

3) Water Storage Tanks and Enclosures: There will be [2] steel 200 gallon domenstic water storage tanks in the south cellar mechanical room serving the college units and [2] 200 gallon domenstic water storage tanks in the north rooftop mechanical room serving the condominium units.

4) Water Pressure and How Maintained: A pressure of 30 psi will be maintained at the highest plumbing fixture through the use of a constant pressure booster pump system located on the cellar level. A duplex booster pump system by Synchro-Flo or equal will be located in the cellar. Two pumps will have 80 gpm capacity each with 46 feet of head and 3 HP motors.

5) Sanitary Sewage System: The sanitary waste system is conventional in function relying on gravity flow to the city mains in 110th Street and 109th Street, for the North and South Buildings respectively, for all floors above the cellar. It is separated from the storm water system up to the house trap. Bathroom groups will be connected to vertical sanitary and vent stacks.

   i. Piping: Underground Storm Water and Sanitary Drainage Piping: Standard weight cast iron pipe and fittings, hub and spigot with neoprene gasket joints.

   ii. Above Ground Sanitary Drainage and Vent Piping: Hubless cast iron pipe and fittings with wideband coupling and neoprene gasket.

   iii. A sewage ejector pit and pump will be provided in the South Building boiler room and in the North Building water service room to serve the cellar plumbing fixtures. The pumps will be Federal Pump Co. VSA-4F-1-4 or equal, 50 gpm each with 26 feet of head, 1 HP, 208 volt, three phase.

6) Storm Drainage System: Terraces and main roofs will be provided with roof drains and will be drained by gravity through interior leaders. Bulkhead roofs will be sloped to scuppers with exterior downspouts leading to splash blocks on the roof below.

L. Heating Plant

1) Space heating will be provided by circulating hot water throughout the buildings from the modular boilers. The boiler for the North Building in the roof bulkhead and the boiler for the South Building in the cellar.
2) Boilers: Modular gas-fired. Each module is equipped with burners with special reverse slot design to prevent flame flashback upon ignition. Boilers will provide hot water via hot water circulating pumps (one stand-by) to PTAC units and unit heaters.
   North Building – [4] Slant / Fin modular boilers model # GGHT-1500E. 1706 MBH output

South Building - [6] Slant / Fin modular boilers model # GGHT-2400E. 1057 MBH output.

3) Controls: The operating control is a flexible multi-stage-micro-processor based control system designed to sequence heating modules based on outdoor air temperature and includes automatic lead-lag, night set-back and heat starter. This operating control is a heat timer, model HWR-Q Gold Series or equal. The controller will vary the water temperature based on the outdoor temperature reset schedule.

   The sequence of operation is initiated by outside temperature dropping below the starting temperature. The Tekmar models 132 and 268 or equal pump sequencers activate circulating pumps and a signal is sent to the boiler staging controller which will start boiler modules depending on the lead-lag schedule.

4) Piping: Typically copper

5) Insulation: Fiberglass

6) Valves: Brass or cast iron

7) Fuel:

   i. All boilers use natural gas, all air conditioning is electric.

   ii. Heating & Ventilating units providing hallway make-up air are gas fired and electric.

   iii. There are electric unit heaters in various locations

M. Gas Supply:

1) Schedule 40 black steel pipe

2) Gas usage will be master metered, by use and building. Condo cooking and Condo boiler room are on separate meters. College cooking and laundry and college boiler room are on separate meters. The gas used for heating the hallway make-up air in the North building is provided from the Condo meter. The gas costs for the College portion will be allocated by estimated use.

3) New 4" gas services to each building will be provided by Con Edison.

N. Heating and Air Conditioning:

1) Apartment air conditioning and heating will be provided by local Packaged Terminal Air Conditioning units (PTAC's) located in a bottom section of the windows in wall sleeves. Units are located in all habitable rooms (as defined in the NYC code) except kitchens. The heating system is designed to comply with all applicable codes regulating performance under anticipated weather conditions. The selected air conditioning equipment is adequate to maintain the indoor

temperature at 78 degrees F when the outdoor air dry bulb and wet bulb temperatures are 89 degreesF and 73 degrees F respectively.

Cooling Capacity: 7,500 to 12,000 BTU depending on the size and cooling load of the space.
Heating Capacity: 14,000 to 16,000 BTU depending on the size and heating load of the space.
Units to be manufactured by Islandaire , model #'s EZ07, EZ09, and EZ12

2) Both entrance lobbies are heated and cooled by ceiling mounted package units, York No. D4HH0024A25 equipped with hot water heating coils.

3) Hot water cabinet heaters are provided in the entry vestibules.

4) Heating & Ventilating units provide make-up air to the hallways on each floor of each building, heated in the winter and at ambient temperature in the summer.

5) Elevator machine rooms are heated and cooled by through wall heat pump units, Friedrich 8800 BTU model WY09A330.

6) The fitness room in the North Building cellar has a ceiling mounted package unit, Skymark model AC036-E32 with hot water heating coil. 150 cfm of outside air is provided.

7) The South Building data room in the south cellar has a ceiling mounted package unit, York model DAHH024A25 or approved equal.

8) There are electric unit heaters in the 10^{th} floor South Building toilets and at the top of the South Building stair.

9) Overhead hot water unit heaters are provided at the tops of the North Building stairs, in the North Building pump room and South Building boiler room, and in the community facility spaces.

10) The Community Facility air conditioning will be provided in the future by the tenant.

O. Ventilation: Mechanical ventilation is to be provided in occupied and habitable spaces without windows in accordance with the New York City Building Code requirements.

1) Bathrooms and toilets exhaust air via vent registers connected to vertical risers up to the roof. Each vertical riser terminates into a centrifugal exhaust fan mounted on a curb. The minimum volume of air is 50 cfm per register.

2) Kitchen exhaust consists of vent registers to vertical risers up to the roof. Each vertical riser terminates into a centrifugal exhaust fan mounted on a curb.

3) Elevator shafts are directly vented to the outside via a duct from elevator machine room floor openings to a wall louver.

4) The Laundry room is ventilated through the dryer exhaust. Make-up air will be from the corridor ventilation supply system.

As mentioned above conditioned make-up air is provided to the hallways at each floor.

P. Electrical System

1) Utilities: Con Edison Company, a regulated utility company, will provide electricity to the building. Each Residential Unit will be separately metered and pay actual usage charges directly to Con Edison at approved Utility Electric rates. Con Edison will separately meter the electricity consumed in the Residential Common Elements of the building and the cost of the same will be born by the Residential Section Unit Owners as a Residential Common Expense.

Con Edison will also separately meter the electricity consumed in the College portions of the buildings and their common elements, to be charged against their residents as determined by the College Residence owner. Electrical power for the stairways, trash vestibule and hallway ventilation, and other general common elements will be on a common meter and divided as the Condo and College decide.

2) Electrical Systems: A new electrical system will be provided in accordance with the code requirements by a licensed electrical contractor. The electrical wiring and power distribution system is new and adequate for modern requirements including air conditioners and major appliances such as washer/dryers.

i. Condominium electrical service is individually metered to all Residential Units with common metering for Common Areas and Facilities. College electrical service is individually metered to all College Units and common metered for their Common Areas and Facilities. Electrical service is individually metered for the Community Facilities.

ii. Service for the Condominium portions of the buildings is provided by Con Edison from 110th Street and is rated 120/208 volts, 3 phase 4 wire, to the Electric Switchboard Room, terminating in a 2000 Ampere service bus. Electrical power is distributed to Owners Distribution panels and Apartment Meter Banks.

iii. Service for the College portions of the buildings is provided by Con Edison from Manhattan Avenue and is rated 120/208 volts, 3 phase 4 wire, to the Electric Switchboard Room terminating in a 2500Ampere service bus. Electrical power is distributed to Owners Distribution panels and Apartment Meter Banks.

iv. Individual feeders are run from the Residential meter banks to each Residential Unit and from the College meter banks to each Apartment and Dormitory unit. Unit feeders may vary in size as required by load and voltage drop. All apartments are supplied at 120/208 volts, 1 phase 3 wire,

rated at 60-70A depending on size. The Community Facilities are supplied at 120/208 volts, 3 phase 4 wire, 400A.

v. Each apartment unit will have 100amp service. Apartment panels will have branch circuit breakers of adequate rating and quantity to accommodate the lighting, receptacles, appliances and air conditioning. Spare circuits are also provided.

vi. Switched lighting fixtures are provided in bathrooms, foyers and kitchens.

vii. Switched receptacles are provided in all rooms, as required to meet NYC Electrical Code. Ground fault receptacles are provided in all bathrooms and at kitchen counters; ground fault receptacles with weather resistant enclosures are provided at residential Unit Terraces and Balconies. Arc fault circuit interrupter circuits are provided for all bedrooms.

viii. Separate house panels for the Condo and College areas supply all electrical loads for common uses, including elevators, mechanical equipment, corridor and stairway lighting, laundry room equipment, fitness equipment, etc. All exterior lighting is controlled from the College area panels.

ix. All wiring will be copper and will be concealed within walls and ceilings except for metal conduits run exposed in mechanical spaces and surface mounted painted conduit for the kitchen ceiling lights.

Q. Telephone, Cable TV and Intercom Systems:

1) Telephone:

i. Telephone service for the Condominium portion of the North Building will enter from 109th Street and be fed to a Telephone Room in the basement. It will then be distributed throughout the building through risers and sleeves. Each Residential Unit will receive telephone service from a distribution panel in the public corridor ceiling.

ii. Telephone service for the College portions of the buildings will enter the building from 109th Street and be fed to a Telephone Room in the South Building basement. It will then be distributed throughout the building through risers and sleeves. Each Apartment and Dormitory will receive telephone service from a distribution panel in the public corridor ceiling.

2) Cable TV: Cable TV service is provided separately for Condominium and College sections of the buildings from service entries located in the basement of the North and South Buildings respectively. Rsidents will contract directly with cable service provider.

3) Intercom: Each Residential Unit will be linked to a video intercom panel outside the 110th Street lobby vestibule. The Condominium doorman will be able to monitor the call button panel's camera from an intercom desk station.

Each College Apartment and Dormitory will have a video intercom linked to an intercom panel outside the Manhattan Avenue lobby vestibule. The College doorman will be able to monitor the call button panel's camera, as well as cameras showing the sidewalk, the lobby and the laundry room, from an intercom desk station.

R. Public Area Lighting: All public area lighting is designed to meet code illumination standards. Fluorescent and/or incandescent down lights and/or wall sconces will be provided in the lobbies, fluorescent fixtures in the stairs, and fluorescent and/or incandescent fixtures in the corridors and other public spaces. Decorative and security lighting will be provided in outside garden and yard areas

S. Recreational Facilities:

1) There will be no swimming pools.

2) There will be no tennis courts.

3) There will be a passive seating area in a paved multi-level Public Garden.

4) The Public Garden will be landscaped and planted with shrubs and vegetation.

5) The Condominium Fitness Room (642 SF) will have painted drywall walls and vinyl tile floor. It will have exercise machines to be provided in the future by the Condo Board.

T. Additional Items:

1) There are no outstanding violations. Permits and inspection include: Building Permit, Plumbing, Sprinkler, AC Equipment, Boiler Equipment, Elevators and Electrical. Certificate of occupancy will be issued only after all inspections are complete.

U. Residential Unit Information:

1) Typical apartment unit boundaries are as follows:

- Exterior walls: Four inches inside the exterior surface.
- Exterior wall doors and windows are unit elements.
- Walls between apartments: At centerline of wall.
- Walls of corridors: At outside of wall.
- Stair and Elevator core walls are excluded.

Condominium Units / North Building

Unit Number	Unit Type	Total Area SF	Remarks
7A	2 Bedroom	1315	w/ roof terrace
7B	2 Bedroom	1007	w/ balcony
7C	2 Bedroom	1003	w/ balcony
8A	2 Bedroom	1315	w/ balcony
8B	2 Bedroom	1007	w/ balcony
8C	2 Bedroom	1003	w/ balcony
9A	2 Bedroom	1315	w/ balcony
9B	2 Bedroom	1007	w/ balcony
9C	2 Bedroom	1003	w/ balcony
10A	2 Bedroom	1328	w/ balcony
10B	1 Bedroom	837	w/ balcony
10C	2 Bedroom	997	w/ balcony
11A	2 Bedroom	1323	w/ balcony
11B	2 Bedroom	1012	w/ balcony
11C	2 Bedroom	990	w/ balcony
12A	2 Bedroom	1323	w/ balcony
12B	2 Bedroom	1012	w/ balcony
12C	2 Bedroom	990	w/ balcony
13A	2 Bedroom	1323	w/ balcony
13B	2 Bedroom	1012	w/ balcony
13C	2 Bedroom	990	w/ balcony
14A	2 Bedroom	1150	w/ roof terrace
14B	2 Bedroom	936	w/ balcony
15A	2 Bedroom	1150	w/ balcony
15B	2 Bedroom	936	w/ balcony
Total Condos	25 Units	27,284	

V. Fixtures and Appliances

Subject to sponsors right to make substitutions as set forth in the offering plan.

KITCHEN AND BATHROOM FIXTURES				
LOCATION	**FIXTURE / APPLIANCE**	**MODEL NO.**	**FINISH**	**SIZE**
COLLEGE				
Bathroom	Integral vanity with Sink	Thermofiber	Corian	24"
	Bathtub	Kohler		60"
	Toilet	Gerber		
	Faucet / Handles	Delta	Chrome	
	Shower Body	Delta	Chrome	
	Medicine Cabinet	Triangle		
Kitchen	Sink			
	Faucet	Delta	Chrome	
	Cabinets	Framed Door	Oak	
	Contertop		Corian	
CONDOMINIUM				
Bathroom	Integral vanity with Sink		Stain cabinet w/ cultured marble	24"
	Bathtub	Crane		60"
	Toilet	Gerber		
	Faucet / Handles	Delta		
	Shower Body	Denze	Chrome	
	Medicine Cabinet	Triangle		
Kitchen	Sink			
	Faucet	Delta	Chrome	
	Cabinets	Framed Door	Stain	
	Countertop		Stone or Equal	

APPLIANCE	MANUFACTURER	MODEL NO.	DESCRIPTION	FINISH
COLLEGE				
Refrigerator	Magic Chef		30" – 18 CF 24"- Student units only	
Mini Refrigerator	Majic Chef		Studio units onlys	
Dishwasher	Magic Chef		24"	
Gas Range	Magic Chef		30".	
Range Hood	Broan		30" 24" – Student Units only	
CONDOMINIUM				
Refrigerator	Magic Chef	18CF	30"- Typical	
Dishwasher	Magic Chef		24"	
Gas Range	Magic Chef		30"- Typical	
Range Hood	Broan		30"- Typical	
Washer / Dryer	Eurotech			

W. Finishes

ABBREVIATIONS	DESCRIPTION
ATC	ACOUSTIC TILE CEILING
CONC.	CONCRETE - UNFINISHED
CMU	CONCRETE MASONRY UNIT
EC	EXPOSED CONCRETE
GWB	GYPSUM WALL BOARD
MT	MARBLE TILE
MTB	MARBLE TILE BASE
PT	PAINT
PT2	GREY ENAMEL
PCT	PORCELAIN TILE
PCTB	PORCELAIN TILE BASE
PWT	PORCELAIN WALL TILE
RM	RUBBER MAT
ST	STONE
VB	VINYL BASE
VCT	VINYL COMPOSITION TILE
WB	3 1/2" WOOD BASE
WC	WALL COVERING
WDP	WOOD PANEL
WDS	WOOD STRIP

NOTE:

MECHANICAL ROOMS: PAINTED GRAY FLOORS

WINDOW SILLS: WHITE OAK W/ URETHANE FINISH & PTD. 3" CLAMSHELL TRIM THROUGHOUT

CLOSET INTERIORS: ALL SHELVING TO BE PAINTED WOOD. LINEN CLOSETS TO HAVE FIVE SHELVES; COAT CLOSETS TO HAVE TWO SHELVES & A METAL POLE

BATHROOMS: 6"x6" FLOOR & WALL TILES. 48" PORCELAIN CERAMIC TILE WAINSCOT & TO 7' AROUND TUB

ELEVATORS: FLOORS - VCT
CEILINGS - VENEER LAMINATE W/ REVEALS
DOORS-INTERIOR - STAINLESS STEEL
DOORS-EXTERIOR - FIRST FLOOR STAINLESS STEEL; OTHER FLOORS PAINTED.
DOOR BUCKS - FIRST FLOOR STAINLESS STEEL; OTHER FLOORS PAINTED.

WD STRIP FLOORING: 3/4" #2 OAK WITH 2 COATS CLEAR POLYURETHANE FINISH

GREENBOARD: GWB IN ALL WET AREAS SHALL BE GREENBOARD EXCEPT FOR TUB AND SHOWER WALLS WHICH SHALL BE CEMENT BOARD. ALL GWB CEILINGS SHALL BE STANDARD GWB

NORTH BUILDING COMMON AREA FINISH SCHEDULE

	ROOM NO.	ROOM NAME	FLOOR	BASE	WALLS		CEILING		REMARKS
			MAT'L	MAT'L	MAT'L	FINISH	MAT'L	FINISH	
CELLAR - NORTH	C01	PUMP ROOM	PT2	VB	CMU	PT	EC	-	
	C02	GAS ROOM	PT2	VB	CMU	PT	EC	-	
	C03	ELECTRIC ROOM	PT2	VB	CMU	PT	EC	-	
	C04	TOILET	PCT	PWT	PWT/GWB	PT	EC	PT	
	C05	CORRIDOR	PCT	3" PCTB	GWB	PT	EC	-	
	C06	STORAGE - COMM. FACILITY	VCT	VB	GWB	PT	EC	PT	
	C07	TELEPHONE ROOM	PT2	VB	CMU	PT	EC	-	
	C08	JANITOR'S CLOSET	PT2	VB	CMU	PT	EC	-	
	C09	TOILET - COMM. FACILITY	PT	PWT	PWT/GWB	PT	EC	PT	
	C10	TOILET - COMM. FACILITY	PT	PWT	PWT/GWB	PT	EC	PT	
	C11	TOILET	PT2	PWT	PWT/GWB	PT	EC	PT	
	C12	TRASH ROOM	PT2	VB	CMU	PT	EC	-	
	C13	FITNESS ROOM	VCT/BM	VB	CMU	PT	EC	-	
	C14	BUILDING STORAGE	EC	VB	CMU/GWB	PT	EC	-	
	C27	BUILDING STORAGE	EC	VB	CMU/GWB	PT	EC	-	
1ST FLOOR - NORTH	101	VESTIBULE	ST	ST	GWB		GWB	PT	
	102	RESIDENTIAL LOBBY	ST	ST	GWB	PT	MTL	PT	
	103	COMM. FACILITY	EC	VB	GWB	PT	EC	PT	
	104	STORAGE	VCT	VB	GWB	PT	EC	-	
	105	CORRIDOR	PCT	3" PCTB	GWB	PT	GWB	PT	
	106	TOILET - COMM. FACILITY	PCT	CTB	GWB	PT	EC	-	
	107	TOILET - COMM. FACILITY	PCT	CTB	GWB	PT	GWB	PT	
	120	CORRIDOR	PCT	3" PCTB	GWB	PT	GWB	PT	
	121	TRASH VESTIBULE	PCT	3" PCTB	GWB	PT	EC	PT	
3RD - 15TH FLOORS	316 - 616	CORRIDOR	PCT	3" PCTB	GWB	PT	GWB	PT	
	704 - 1504								
	317 - 617	TRASH VESTIBULE	PCT	3" PCTB	GWB	PT	EC	PT	
	705 - 1505								
16TH FL. (ROOF)	1601	ELEV. MACHINE ROOM	PT	-	CMU	PT	EC	PT	
	1603	MECHANICAL ROOM	PT	-	CMU	PT	EC	PT	
	1604	CORRIDOR	PCT	3" PCTB	GWB	PT	GWB	PT	
MISC.		STAIR LANDINGS	CONC.	-	GWB	PT	EC	PT	
		STAIR TREADS	CONC.	-	GWB	PT	EC	PT	

CONDOMINIUM FINISH SCHEDULE

	ROOM NO.	ROOM NAME	FLOOR	BASE	WALLS		CEILING		REMARKS
			MAT'L	MAT'L	MAT'L	FINISH	MAT'L	FINISH	
APARTMENTS		FOYER	WDS	WB	GWB	PT	EC	PT	
		LIVING / DINING	WDS	WB	GWB	PT	EC	PT	
		KITCHEN	WDS	WB	PCT/GWB	PT	EC	PT	
		BATHROOM	PCT	PWT	PCT/GWB	PT	EC	PT	
		WALK-IN CLOSET (W.I.C.)	WDS	WB	GWB	PT	EC	PT	
		BEDROOM	WDS	WB	GWB	PT	EC	PT	
		MASTER BEDROOM	WDS	WB	GWB	PT	EC	PT	
		LAUNDRY	PCT	PWT	GWB	PT	EC	PT	
MISC.		BALCONY	PCT						
		TERRACE	CONC. PAVERS						
		ROOF	RF						

SOUTH BUILDING COMMON AREA FINISH SCHEDULE

	ROOM NO.	ROOM NAME	FLOOR	BASE	WALLS		CEILING		REMARKS
			MAT'L	MAT'L	MAT'L	FINISH	MAT'L	FINISH	
CELLAR - SOUTH	C15	BUILDING STORAGE	PT2	-	CMU/GWB	PT	EC	-	
	C16	TRASH ROOM	PT2	-	CMU	PT	EC	-	
	C17	MECHANICAL ROOM	PT2	-	CMU	PT	EC	-	
	C18	PUMP ROOM	PT2	-	CMU	PT	EC	-	
	C19	GAS ROOM	PT2	-	CMU	PT	EC	-	
	C20	ELECTRIC ROOM	PT2	-	CMU	PT	EC	-	
	C21	TOILET	CT	CTB	GWB	PT	EC	PT	
	C22	JANITOR'S CLOSET	PT2	-	CMU	PT	EC	PT	
	C23	STORAGE - COMM. FACILITY	EC	-	GWB	PT	EC	PT	
	C24	BREAK ROOM - COMM. FACILITY	CT	CTB	GWB	PT	EC	PT	
	C25	TOILET - COMM. FACILITY	CT	CTB	GWB	PT	EC	PT	
	C26	CORRIDOR	PCT	3" PCTB	GWB	PT	EC	PT	
	C27	STORAGE	VCT	VB	GWB	PT	EC	PT	
	C28	TELEPHONE ROOM	PT2	-	CMU	PT	EC	PT	
1ST FLOOR - SOUTH	108	CORRIDOR	PCT	3" PCTB	GWB	PT	GWB	PT	
	112	CORRIDOR	PCT	3" PCTB	GWB	PT	GWB	PT	
	113	STORAGE	VCT	VB	GWB	PT	EC	PT	
	114	COLLEGE LOBBY	PCT	3" PCTB	GWB	PT	GWB	PT	
	115	VESTIBULE	PCT	3" PCTB	WDP/GWB	PT	GWB	PT	
	116	COMMUNITY FACILITY	EC	VB	GWB	PT	EC	PT	
	117	TOILET - COMM. FACILITY	CT	CTB	GWB	PT	EC	PT	
	118	TOILET - COMM. FACILITY	CT	CTB	GWB	PT	EC	PT	
	119	TRASH VESTIBULE	PCT	3" PCTB	GWB	PT	EC	PT	
2ND - 9TH FLOORS	210 - 610	CORRIDOR	PCT	3" PCTB	GWB	PT	GWB	PT	
	711 - 911								
	211 - 611	TRASH VESTIBULE	PCT	3" PCTB	GWB	PT	EC	PT	
	712 - 912								
10TH FL.	1000A	TOILET	CT	CTB	CT/GWB	PT	EC	PT	
	1000B	TOILET	CT	CTB	CT/GWB	PT	EC	PT	
	1006	LAUNDRY	PCT	3" PCTB	GWB	PT	EC	—	
	1007	LOUNGE	PCT	3" PCTB	GWB	PT	GWB	—	
	1008	CORRIDOR	PCT	3" PCTB	GWB	PT	GWB	PT	
	1009	TRASH VESTIBULE	PCT	3" PCTB	GWB	PT	EC	PT	
ROOF	1106	ELEVATOR MECHINE ROOM	PT	—	GWB	PT	EC	PT	
MISC.		STAIR LANDINGS	CONC.	3" PCTB	GWB	PT	EC	PT	
		STAIR TREADS	CONC.	—	GWB	PT	EC	PT	

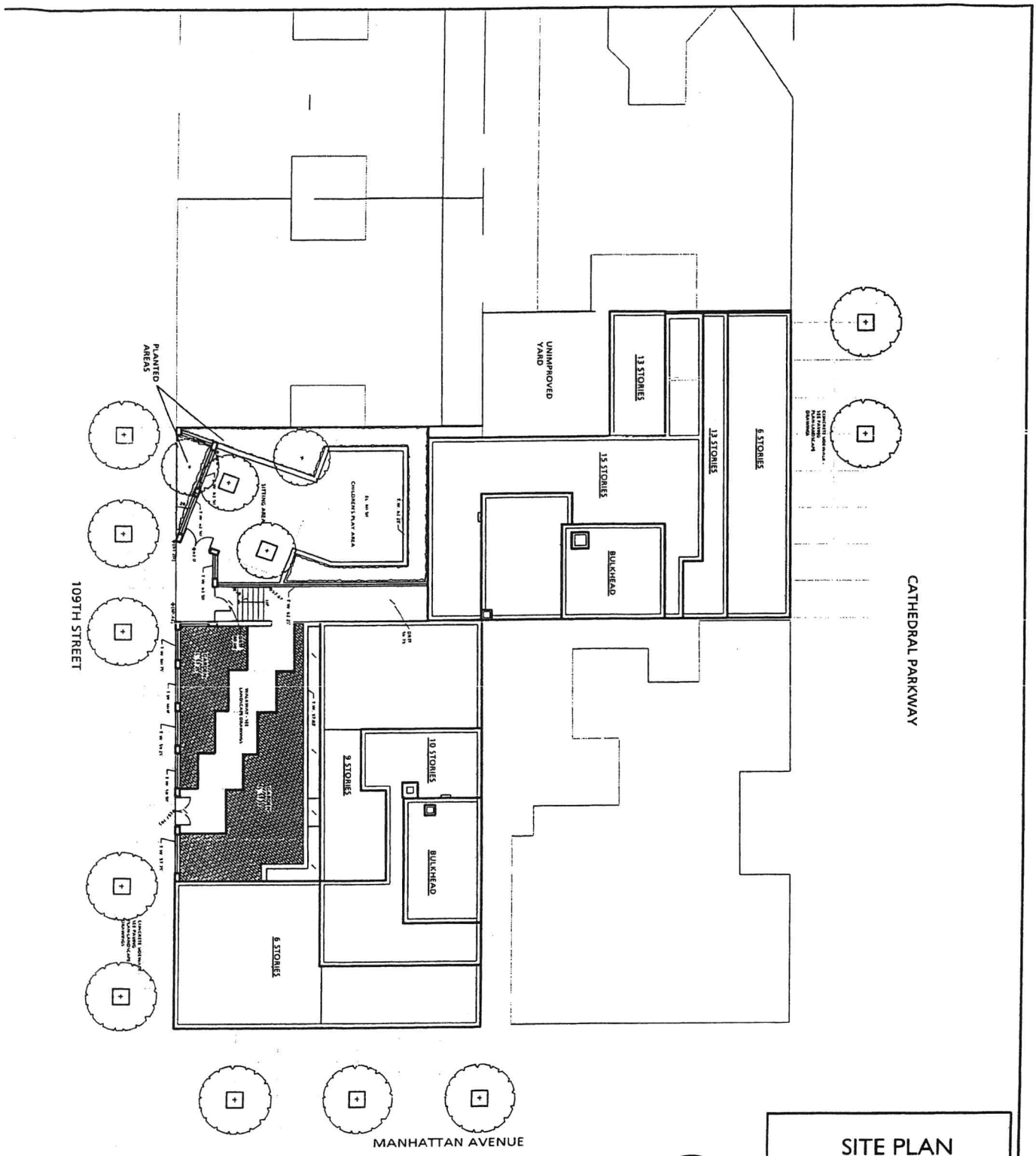
COLLEGE FINISH SCHEDULE

	ROOM NO.	ROOM NAME	FLOOR	BASE	WALLS		CEILING		REMARKS
			MAT'L	MAT'L	MAT'L	FINISH	MAT'L	FINISH	
APARTMENTS		FOYER	WDS	WB	GWB	PT	EC	PT	
		LIVING / DINING	WDS	WB	GWB	PT	EC	PT	
		KITCHEN	WDS	WB	PCT/GWB	PT	EC	PT	
		BATHROOM	PCT	PWT	PCT/GWB	PT	EC	PT	
		WALK-IN CLOSET (W.I.C)	WDS	WB	GWB	PT	EC	PT	
		BEDROOM	WDS	WB	GWB	PT	EC	PT	
		MASTER BEDROOM	WDS	WB	GWB	PT	EC	PT	
		LAUNDRY	PCT	PWT	GWB	PT	EC	PT	
MISC.		BALCONY	PCT						
		TERRACE	CONC. PAVERS						
		ROOF	RP						

The foregoing constitutes a true, correct and complete Description of Property located at 352 West 110th New York, New York.

Peter Bafitis, AIA

All dimensions are approximate and subject to normal construction variances and tolerances. Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the Offering Plan.



SITE PLAN

11 / 18 / 2004

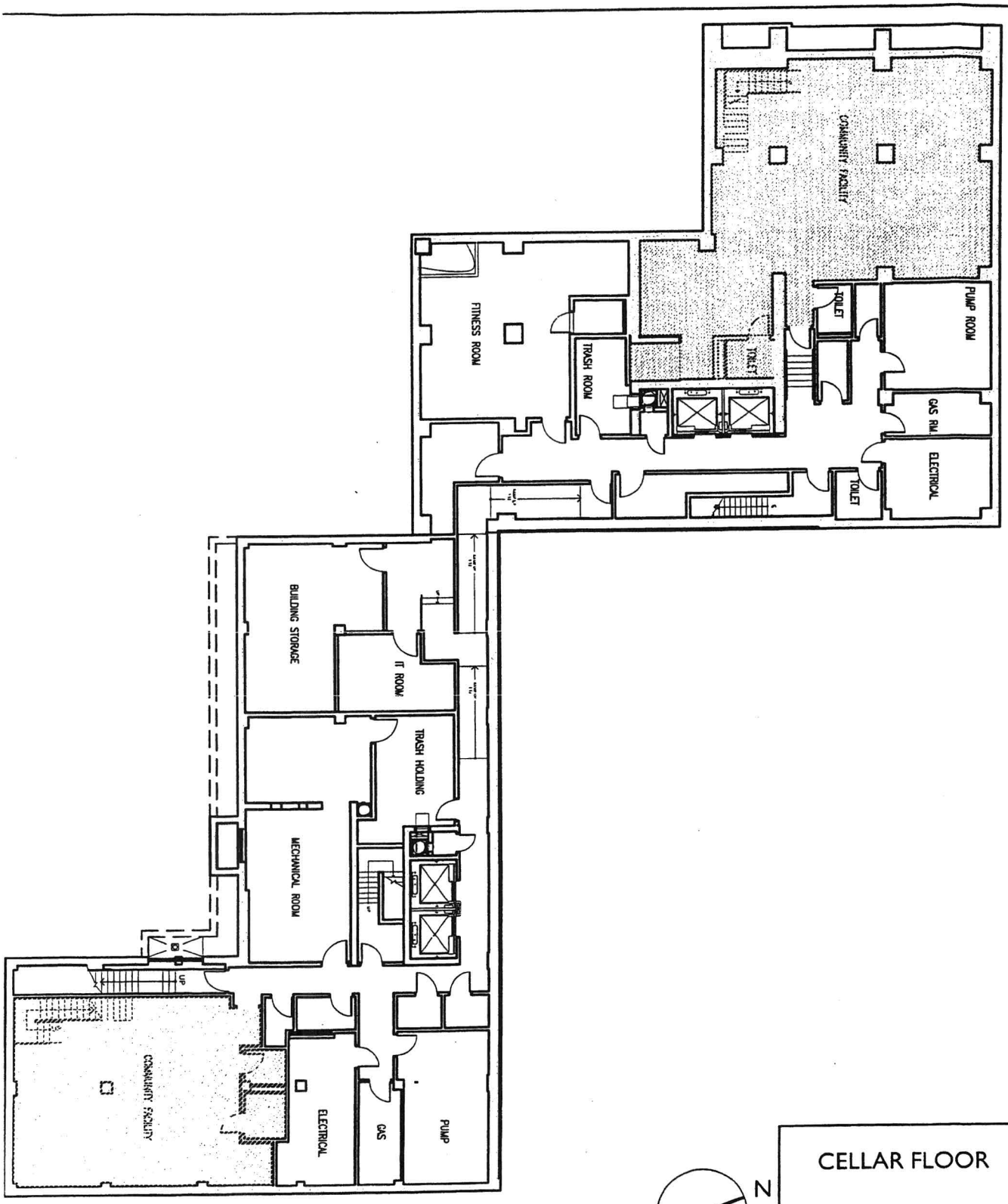
imensions and areas are approximate

quare footage excludes terraces and patios

athedral Gardens
KT&B Architects

352 WEST 110 STREET
New York, New York

0 32
1/32" = 1'-0"



N

CELLAR FLOOR

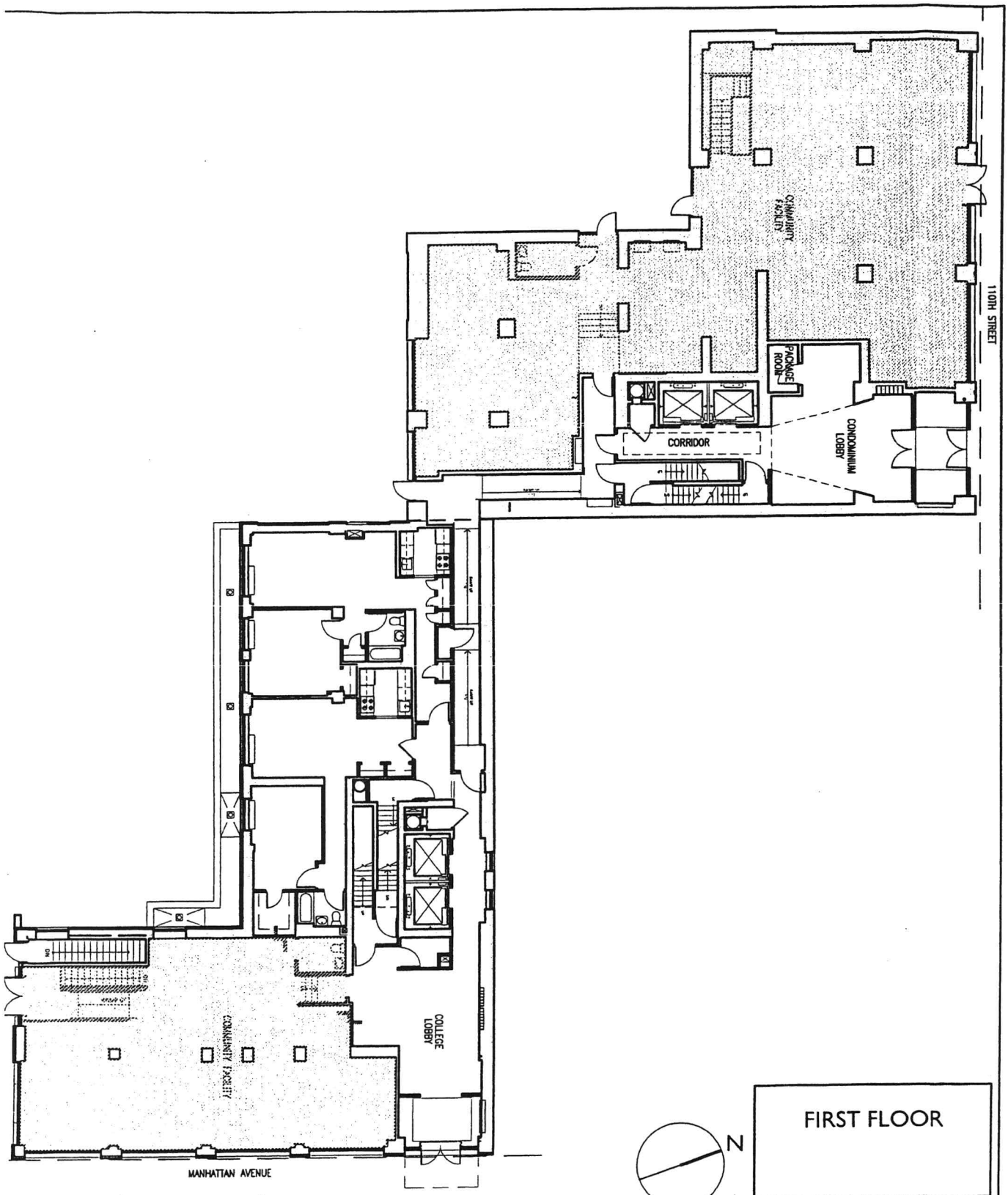
11 / 18 / 2004

Dimensions and areas are approximate
Square footage excludes terraces and patios

Cathedral Gardens
RKT&B Architects

352 WEST 110 STREET
New York, New York

0 20
1/20" = 1'-0"



FIRST FLOOR

11 / 18 / 2004

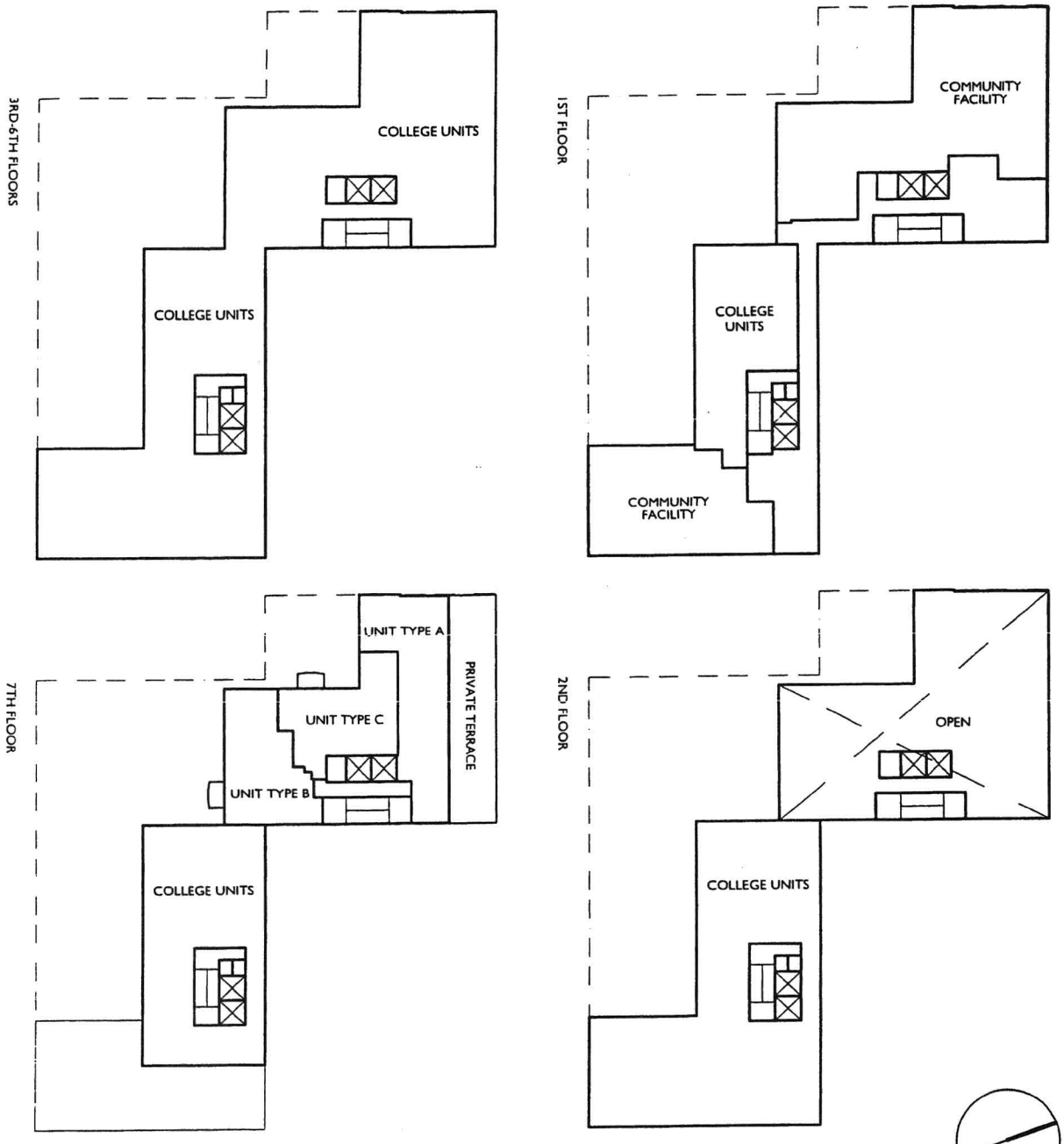
Dimensions and areas are approximate

Square footage excludes terraces and patios

Cathedral Gardens
RKT&B Architects

352 WEST 110 STREET
New York, New York

0 20
1/20" = 1'-0"



Dimensions and areas are approximate
Square footage excludes terraces and patios

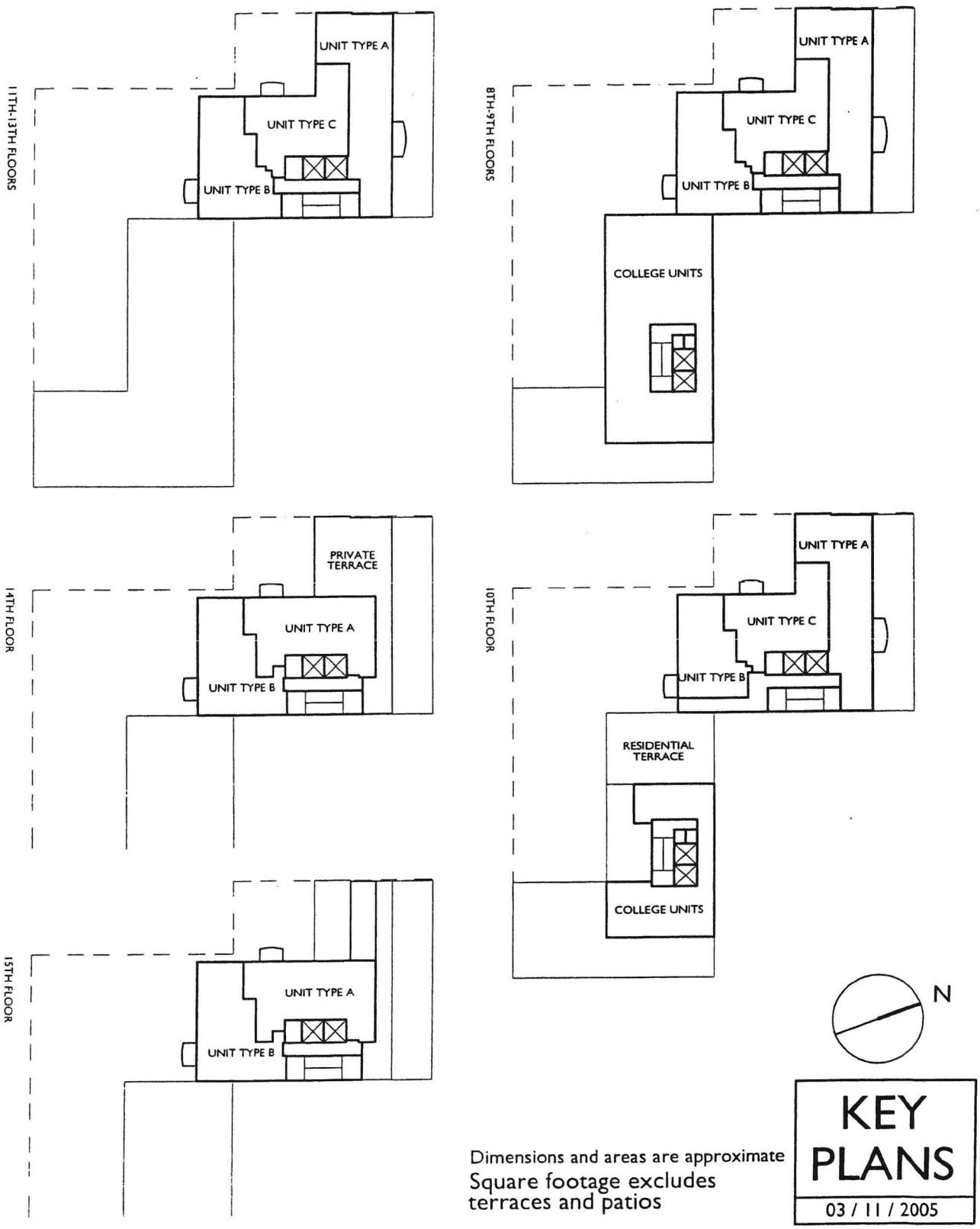
KEY PLANS

03 / 11 / 2005

Cathedral Gardens
KT&B Architects

352 WEST 110 STREET
New York, New York

0 50
1/50" = 1'-0"



Dimensions and areas are approximate
Square footage excludes terraces and patios

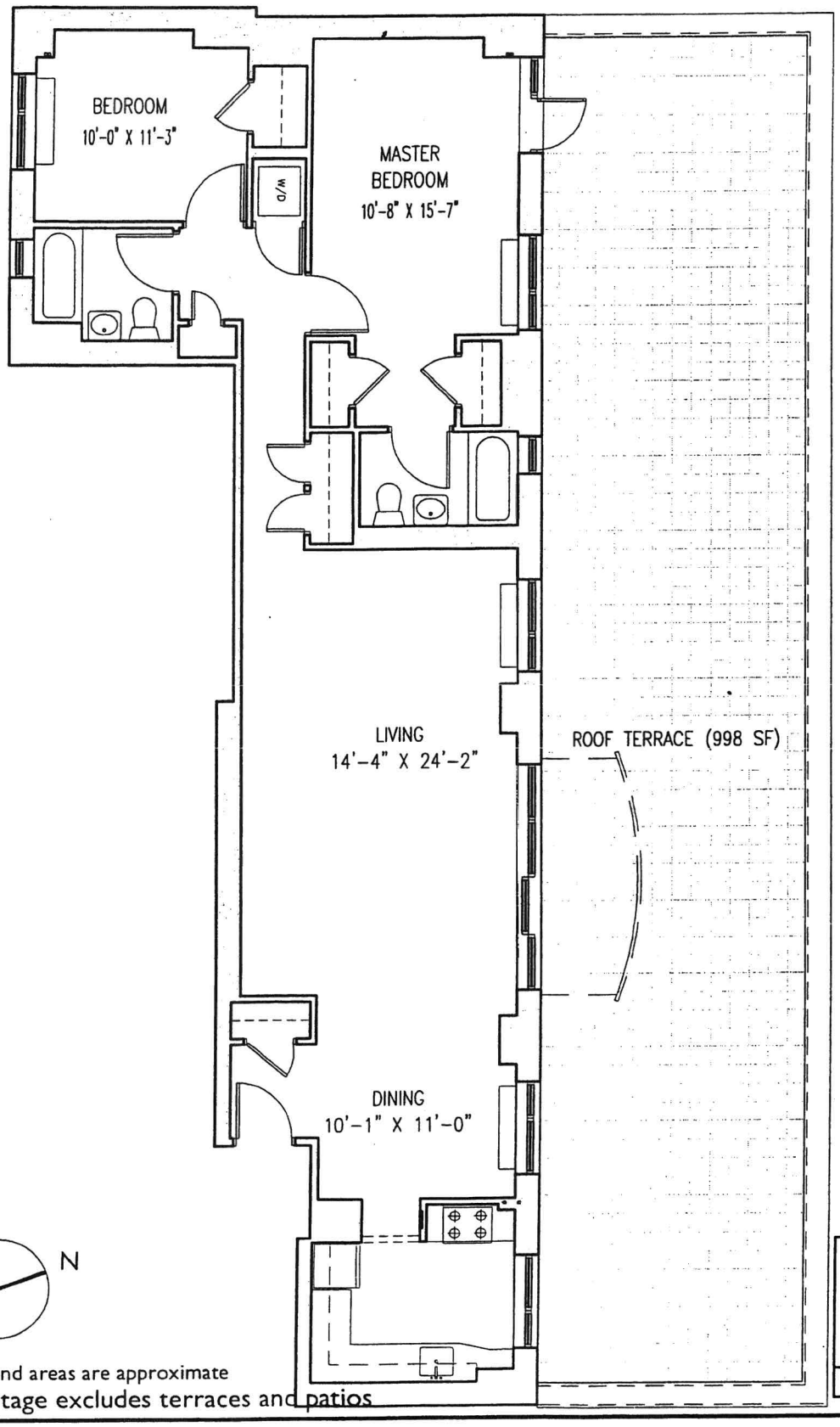
KEY PLANS

03 / 11 / 2005

athedral Gardens
KT&B Architects

352 WEST 110 STREET
New York, New York

0 50
1/50" = 1'-0"



N

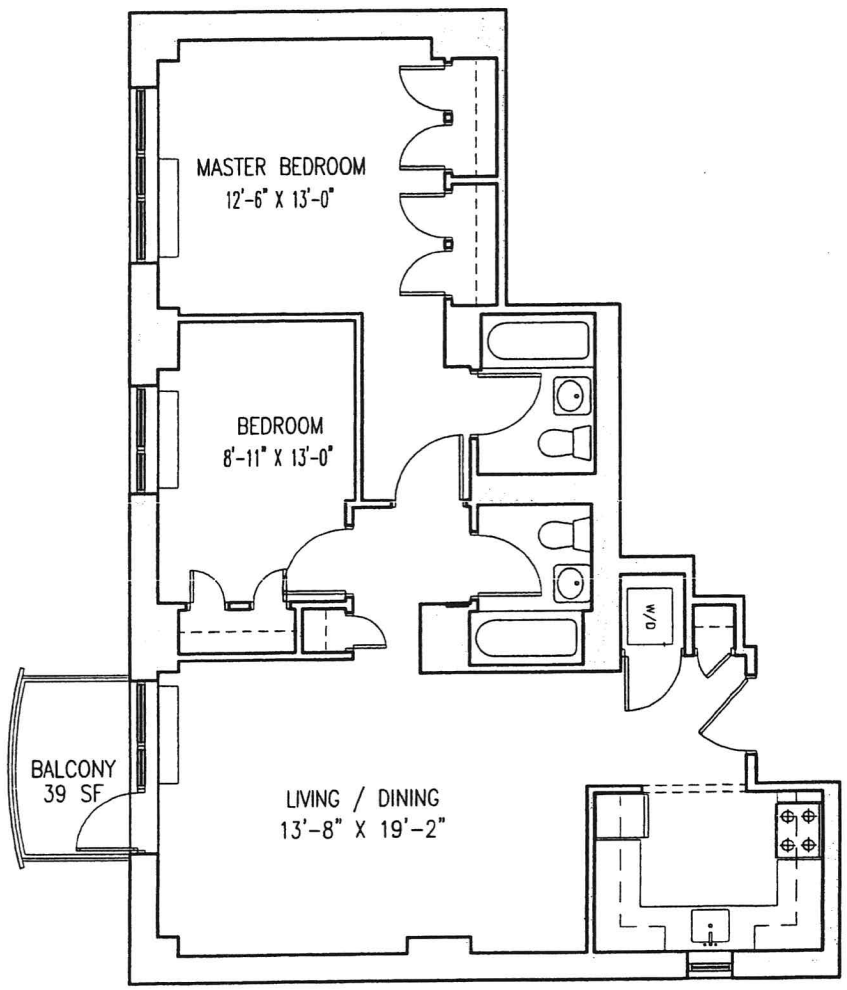
Dimensions and areas are approximate
Square footage excludes terraces and patios

A
7TH FLOOR
1364 SF
03 / 11 / 2005

Cathedral Gardens
KT&B Architects

352 WEST 110 STREET
New York, New York

0 8
1/8" = 1'-0"



N

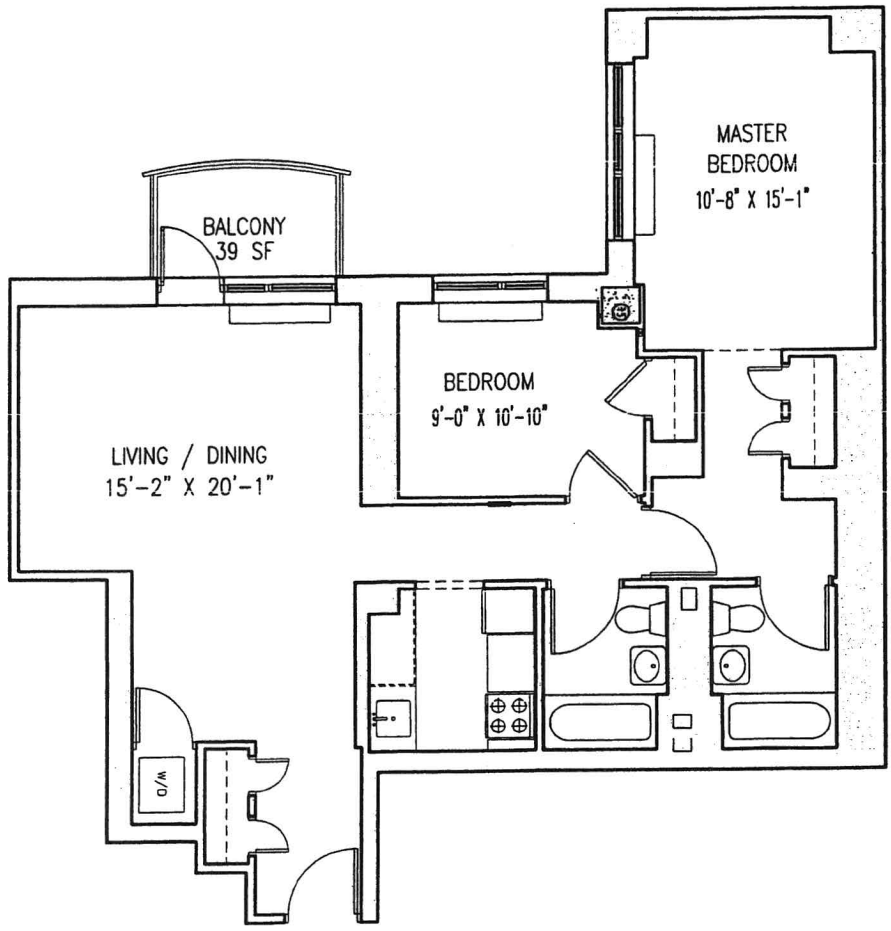
Dimensions and areas are approximate
Square footage excludes terraces and patios

B
7,8,9,11,12,13 FLOORS
1032 SF
03 / 11 / 2005

Cathedral Gardens
KT&B Architects

352 WEST 110 STREET
New York, New York

0 8
1/8" = 1'-0"



N

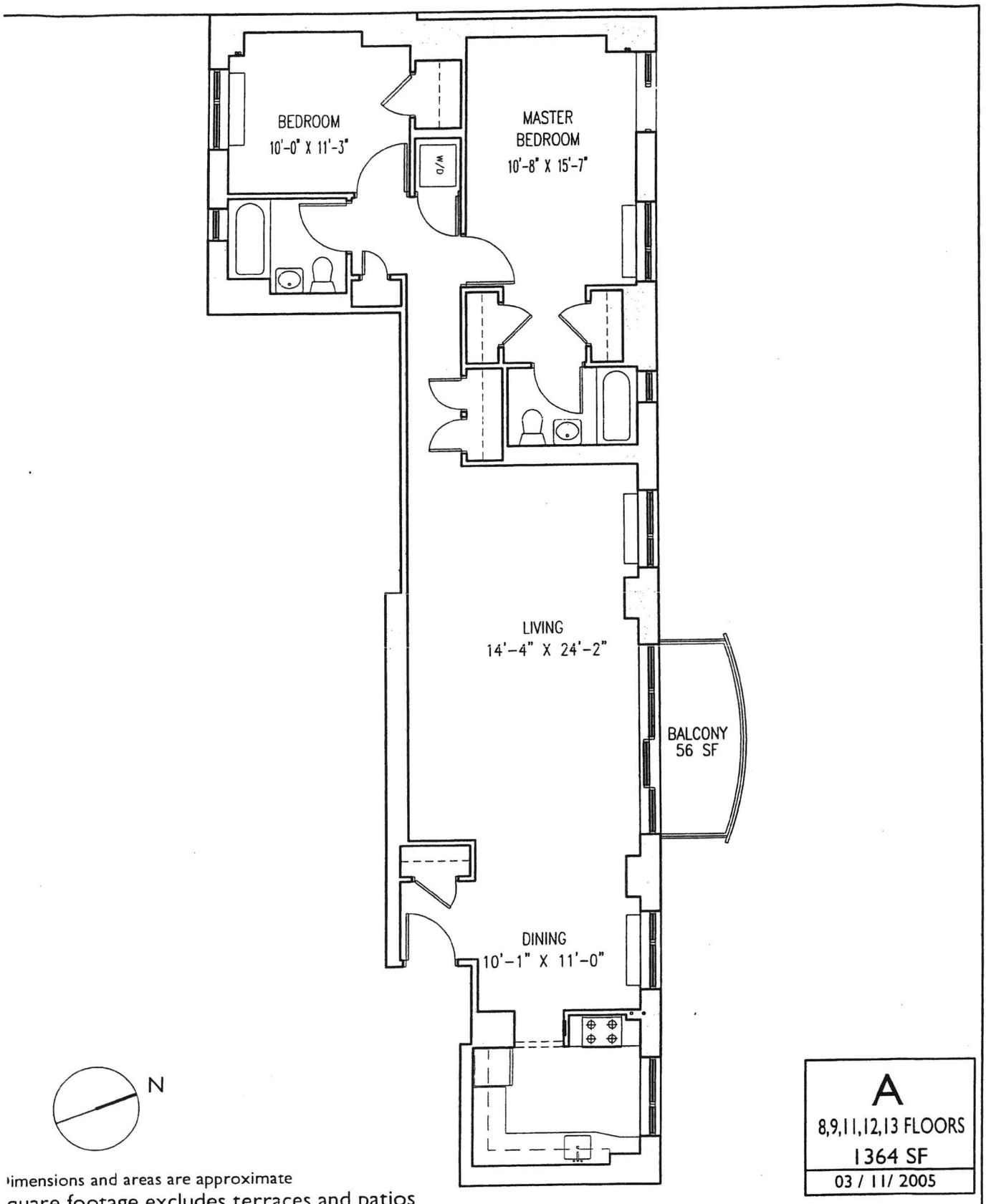
C
7,8,9,11,12,13 FLOORS
988 SF
03 / 11 / 2005

imensions and areas are approximate
quare footage excludes terraces and patios

athedral Gardens
KT&B Architects

352 WEST 110 STREET
New York, New York

0 8
1/8" = 1'-0"



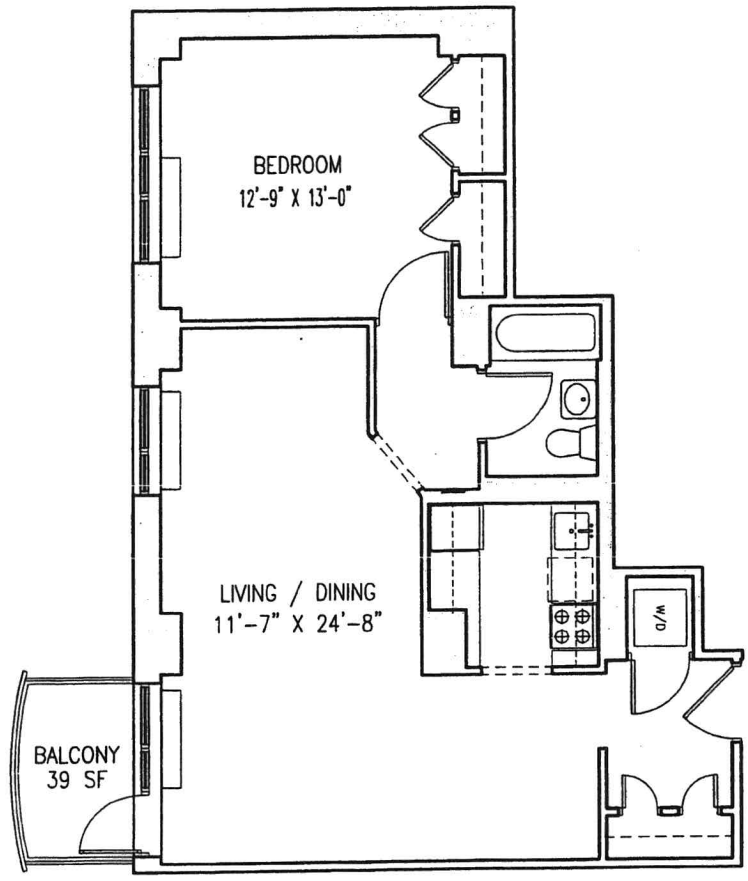
A
8,9,11,12,13 FLOORS
1364 SF
03 / 11 / 2005

Dimensions and areas are approximate
Square footage excludes terraces and patios

Cathedral Gardens
KT&B Architects

352 WEST 110 STREET
New York, New York

0 8
1/8" = 1'-0"



N

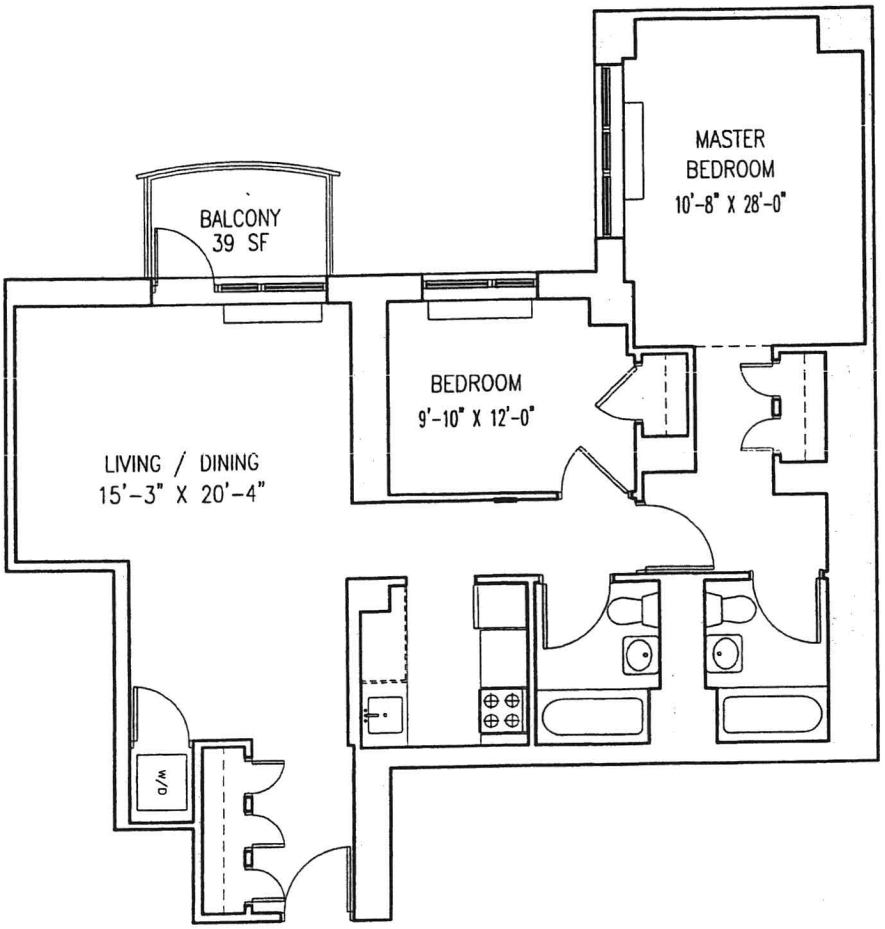
Dimensions and areas are approximate
Square footage excludes terraces and patios

B
10TH FLOOR
833 SF
03 / 11 / 2005

Cathedral Gardens
KT&B Architects

352 WEST 110 STREET
New York, New York

0 8
1/8" = 1'-0"



N

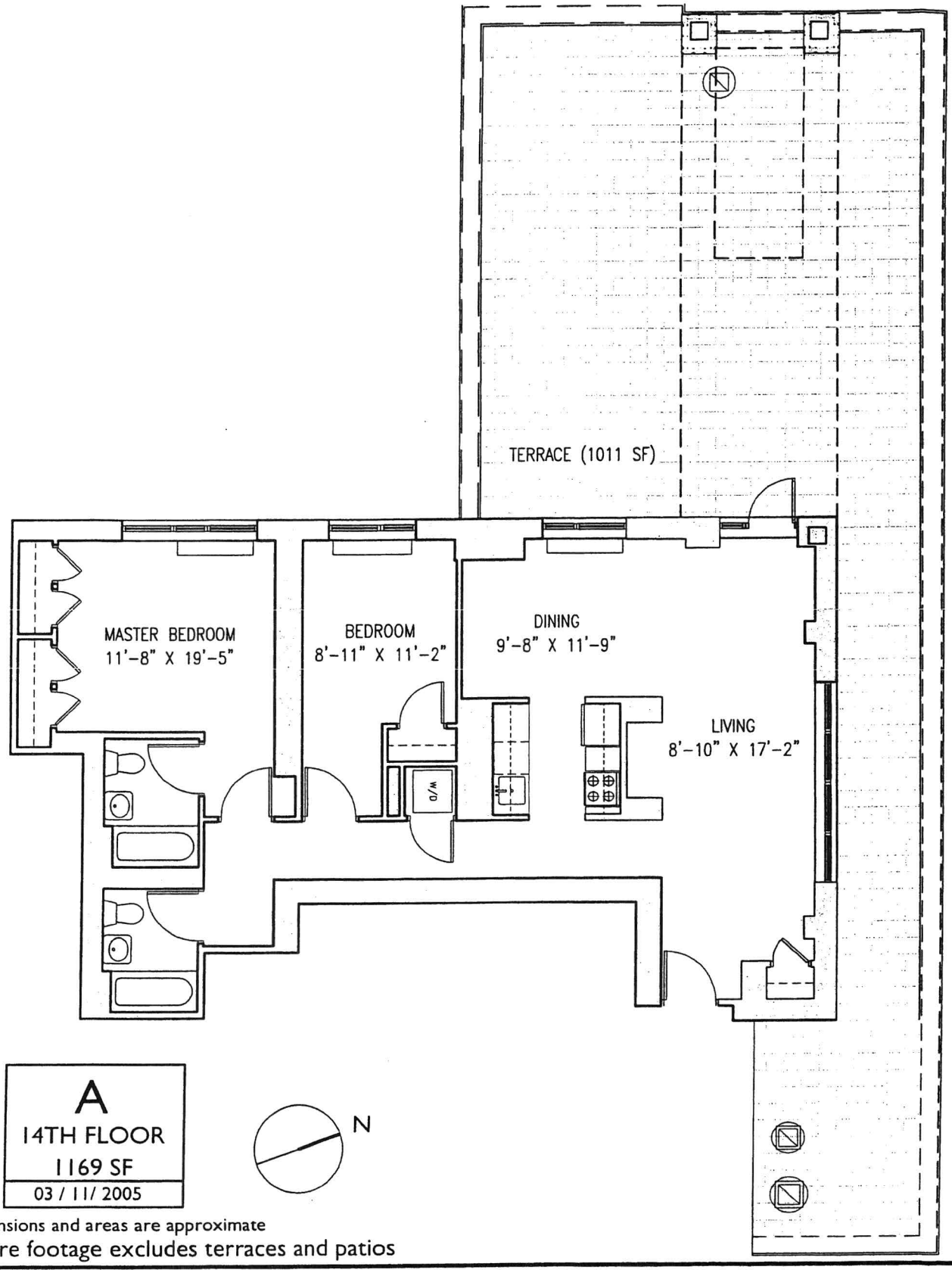
imensions and areas are approximate
quare footage excludes terraces and patios

C
10TH FLOOR
994 SF
03 / 11 / 2005

athedral Gardens
KT&B Architects

352 WEST 110 STREET
New York, New York

0 8
1/8" = 1'-0"



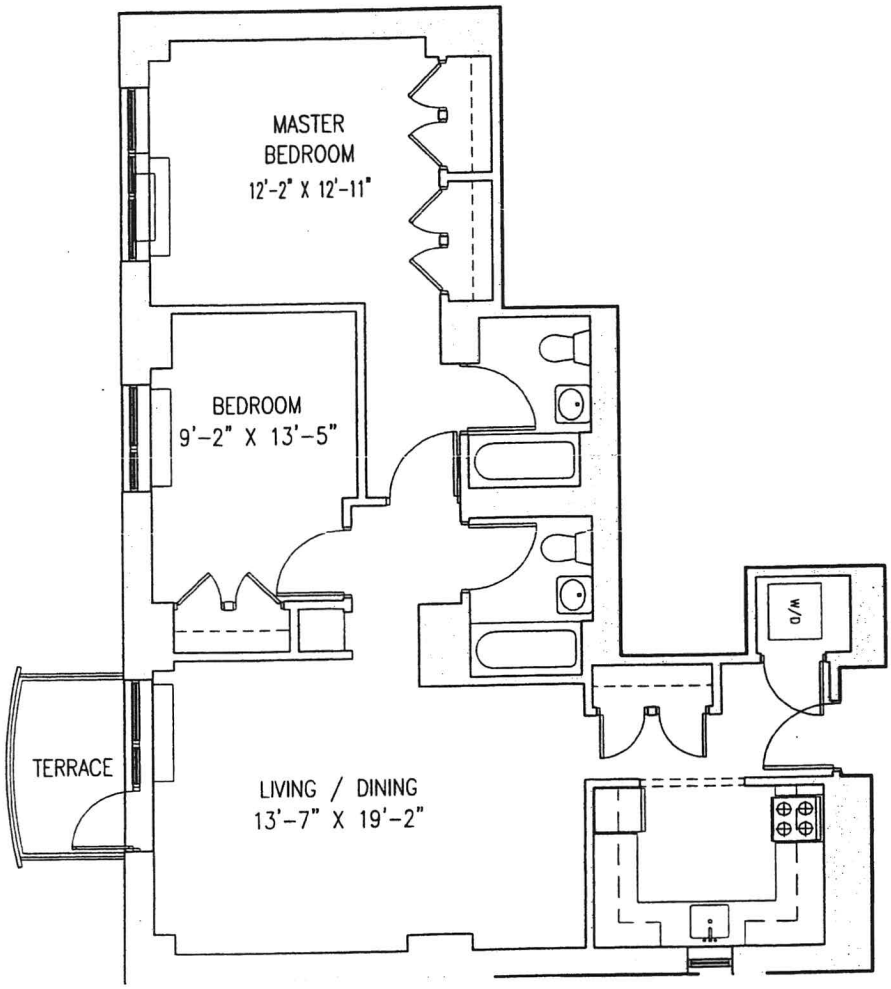
A
14TH FLOOR
1169 SF
03 / 11/ 2005

imensions and areas are approximate
quare footage excludes terraces and patios

athedral Gardens
KT&B Architects

352 WEST 110 STREET
New York, New York

0 8
1/8" = 1'-0"



N

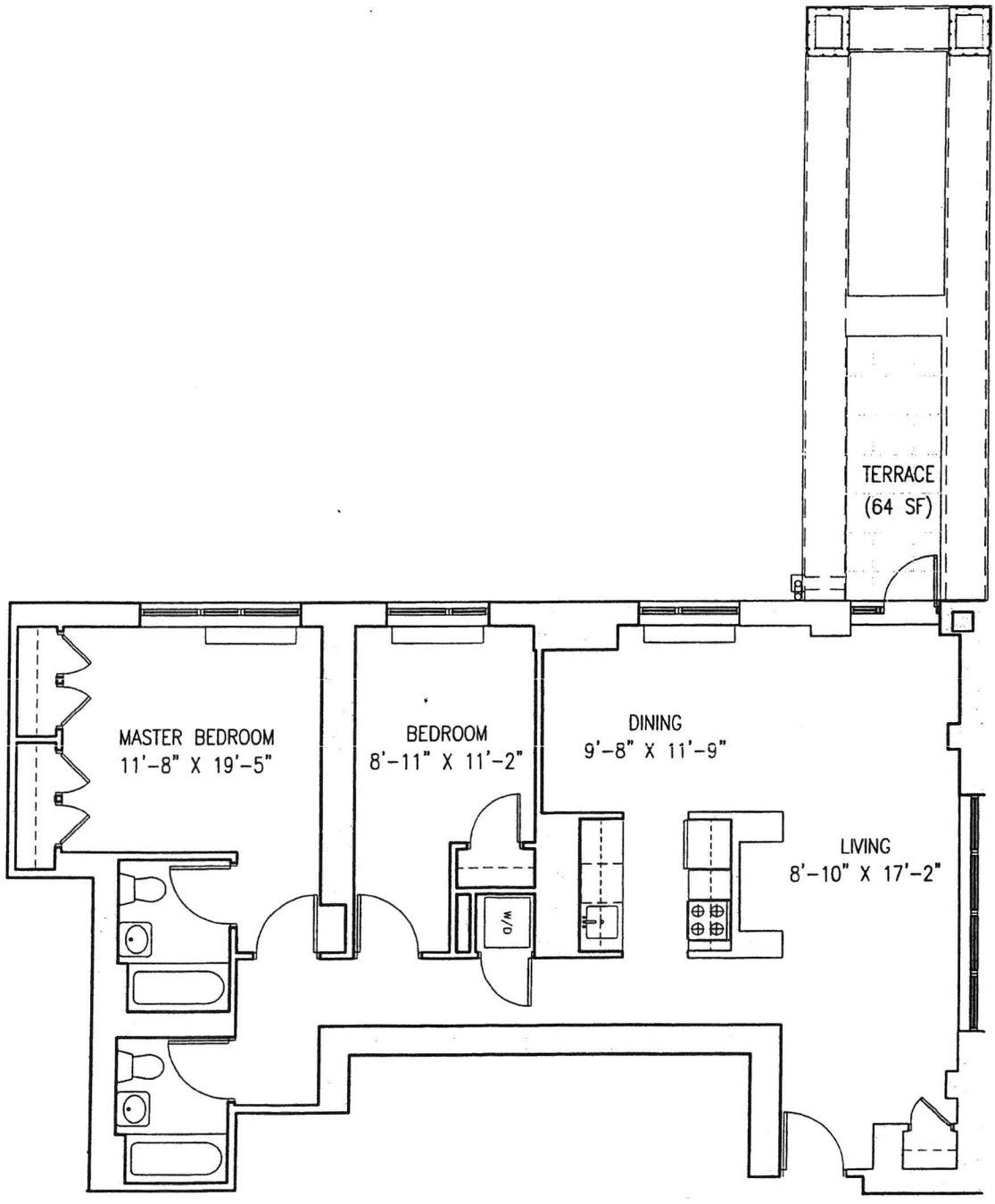
Dimensions and areas are approximate
Square footage excludes terraces and patios

B
14TH & 15TH FLOORS
1048 SF
03 / 11 / 2005

Cathedral Gardens
RKT&B Architects

352 WEST 110 STREET
New York, New York

0 8
1/8" = 1'-0"



N

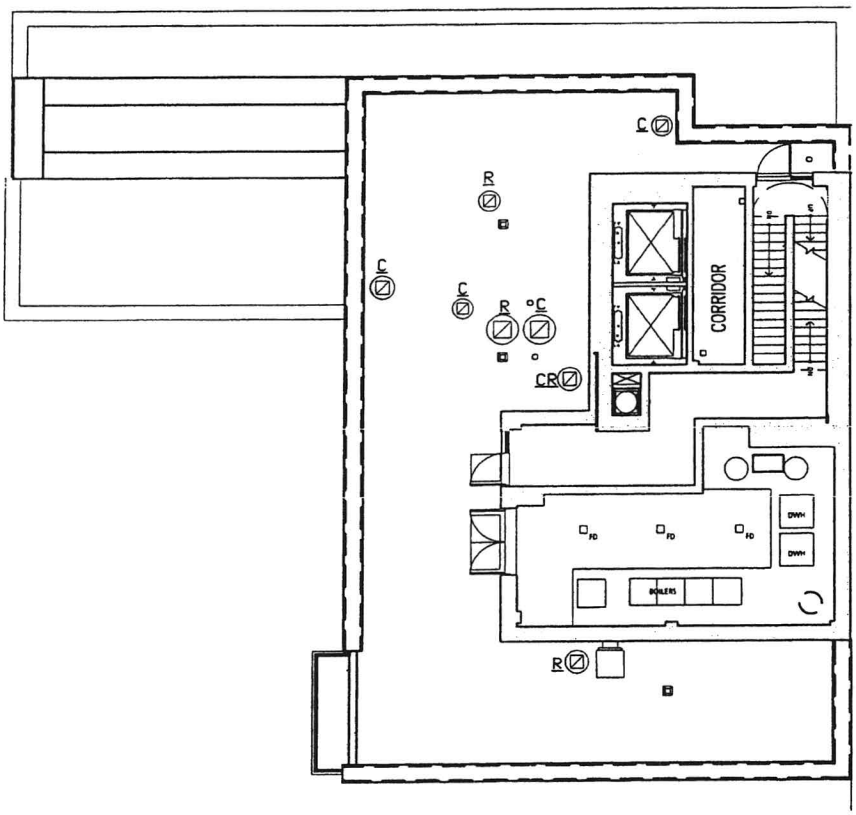
A
15TH FLOOR
1169 SF
03 / 11 / 2005

mensions and areas are approximate
quare footage excludes terraces and patios

athedral Gardens
<T&B Architects

352 WEST 110 STREET
New York, New York

0 8
1/8" = 1'-0"



'C' & 'R' designate exhaust fans serving College or Residential apartments respectively. 'CR' designates the trash chute vestibule exhaust serving both.

Dimensions and areas are approximate
Square footage excludes terraces and patios

N

NORTH BUILDING
ROOF PLAN
FOR REFERENCE
ONLY

11 / 18 / 2004

Cathedral Gardens
KT&B Architects

352 WEST 110 STREET
New York, New York

0 16
1/16" = 1'-0"

CATHEDRAL GARDENS CONDOMINIUM
352 Cathedral Parkway
New York, New York

PURCHASE AGREEMENT

Condominium Unit No. _____

Agreement, dated _____, 2004, between 110th Street Equities, LLC, a New York limited liability company, having an office at 37 West 65th Street, New York, New York 10023 (the "Sponsor") and _____ residing at _____ (the "Purchaser").

1. *Agreement to Purchase.* Purchaser agrees to purchase from Sponsor, who agrees to sell to Purchaser, the Condominium Unit in Cathedral Gardens Condominium, located at 352 Cathedral Parkway, New York, New York, designated as Unit No. _____ together with a _____% undivided interest in the Common Elements of the Condominium.

The Purchase Price is $_____ payable as follows:

1. Down Payment, paid simultaneously herewith: $_____

2. Balance, due at closing: $_____

This Purchase Agreement is made pursuant to the terms of a condominium offering plan covering the Cathedral Gardens Condominium (the "Plan").

Purchaser has delivered to Sponsor his check for the Down Payment shown above, made payable to "Todtman, Nachamie, Spizz & Johns, P.C., Escrow Agent for the Cathedral Gardens Condominium". This check is accepted by Sponsor subject to collection. Purchaser will pay the above-stated Balance, by cash or by mortgage, at the Closing of Title as discussed in paragraph 2 hereof.

2. *Delivery of the Deed.* The Closing of Title shall take place on a date to be set by the Sponsor (the "Closing Date"), which date shall be not less than thirty (30) days after the date on which notice of the Closing Date is sent. The Closing shall take place at the office of the Sponsor's attorney. At Closing, Purchaser shall pay Sponsor the Balance due by certified check or official bank check drawn on a New York bank payable to the order of Sponsor (or such other payee as Sponsor may designate - PLEASE NOTE - NO THIRD PARTY CHECKS WILL BE ACCEPTED) and Sponsor shall deliver to Purchaser the deed to his Unit. The deed delivered to Purchaser shall be a standard type of deed known as a bargain and sale deed with covenant against grantor's acts. Purchaser shall pay the New York State and New York City transfer taxes on such deed. When Sponsor delivers the deed, Purchaser shall sign it and the power of attorney in favor of the Board of Managers of the Condominium in the form set forth in the Plan.

3. *Receipt of Documents.* Sponsor has delivered to Purchaser at least three (3) full business days prior to his signing this Agreement, the proposed Declaration, By-Laws, Schedules, Plans and Exhibits contained in the Plan, as amended, all of which are made part of this Agreement as if they were set forth in full in this Agreement. Purchaser has read the Plan and agrees to be bound by the Plan. If Purchaser has not received the Plan at least three (3) full business days before signing this Agreement, Purchaser has seven (7) days, after delivering this Purchase Agreement and Down Payment, to rescind this Purchase Agreement and have the Down Payment promptly refunded. In order to rescind, a written notice of rescission must be delivered to Todtman, Nachamie, Spizz & Johns, P.C., Attn: Perry L. Cohen, Esq., 425 Park Avenue, New York, New York 10022, personally or by mail (facsimiles are not acceptable). If personally delivered, the notice must be received by 5:00 p.m. on the seventh (7^{th}) day after delivery of the Purchase Agreement. If mailed, the notice must be postmarked by midnight of the seventh (7^{th}) day after delivery of the Purchase Agreement. Delivery of the Purchase Agreement will be deemed to have occurred on the date of personal delivery or, if mailed, on the fifth day after the date of mailing. Purchaser acknowledges that except as stated in this Agreement (and as set forth in the Declaration, By-Laws, and Plan), Purchaser has not relied on any representations or other statements of any kind or nature made by Sponsor or any other persons or entities, written or oral, including but not limited to, any representations relating to the description, size or dimensions of the Unit or rooms or any amenities contained in the Unit or the Building, and the estimated common charges, real estate taxes or other expenses of the Condominium.

4. *Marketable Title.* Sponsor shall convey to Purchaser such good and marketable title as Chicago Title Insurance Company shall approve and insure for fee title insurance and mortgage title insurance, if any (subject to the terms of the Plan and of the Declaration and By-Laws as filed) and free and clear of all liens and encumbrances except (i) the lien of the mortgage, if any, applied for by Purchaser and (ii) those liens and encumbrances set forth in the Plan and on Exhibit A annexed hereto. If Purchaser shall order fee title insurance, it shall be purchased at his own cost and expense. If Purchaser orders title insurance from any company other than the one which Sponsor selects, and such title company raises any exception to title which Sponsor's company is willing to omit without any additional premium or cost, then such exception shall not, in any event, constitute an objection to Closing. Sponsor shall have no obligation whatsoever to provide additional information, affidavits, undertakings or any other thing requested by any title company other than Sponsor's title company in order to omit any exception which has not been raised or has been omitted by Sponsor's title company.

5. *Inspection; Condition of Units.* At least one (1) day before Closing, a representative of the Sponsor and Purchaser shall inspect the Unit. At the conclusion of the inspection, Purchaser will complete and sign a "punch list". Purchaser's signing of this Purchase Agreement shall constitute his acceptance of the Unit and the Building in the condition in which it shall be at the time of Closing, subject to any items to be corrected which are noted on the punch list, without any abatement or credit against the Purchase Price or any provision for escrow deposits at closing.

Except for the items set forth on the punch list, Sponsor will have no obligation to repair or correct Minor Imperfections (as that term is defined in the Plan.).

6. Effectiveness of Offering Plan. It is agreed that this Purchase Agreement is contingent upon the Plan being declared effective and that the Plan shall not be declared effective except as provided by the Plan. The Sponsor may abandon the Plan at any time prior to declaring it effective. If the Plan is abandoned, does not become effective, or is not consummated for any reason after being

declared effective within the time prescribed by the Plan, this Purchase Agreement shall be deemed cancelled and the Plan terminated. Within ten (10) days thereafter, Purchaser will receive back the Down Payment paid by Purchaser hereunder together with interest, if any, earned thereon. Upon repayment, no party shall have any claim against any other party or person, including but not limited to, the Sponsor, the Escrow Agent or the Selling Agent and all parties shall be released from all obligations under this Agreement.

7. *Closing Expenses and Adjustments.* At the closing of title, Purchaser shall pay the following by Purchaser's unendorsed certified check or official bank check:

(i) any charges for the cost of title examination and fee insurance, the New York State and New York City real estate transfer taxes and any and all recording charges incurred in connection with the closing including, without limitation, the charges for recording the Deed, the Power of Attorney to the Board of Managers and any and any and all releases, UCC-3 Termination Statements and other documents required to release the Unit from the lien of the Sponsor's previously existing construction mortgage; (ii) an amount equal to one (1) months' common charges, representing Purchaser's share of initial working capital for the Condominium; (iii) the sum of $950 to Todtman, Nachamie, Spizz & Johns, P.C., Sponsor's counsel, for services in connection with preparation of the Unit Deed and Power of Attorney and for attending the closing (if the closing is not held at the office of Sponsor's counsel, an additional fee of $250 will be charged; if the closing is adjourned at Purchaser's request, an additional fee of $250 will be charged for each adjournment; if Purchaser elects to use a title company other than Chicago Title Insurance Company, an additional fee of $500 will be payable to Sponsor's counsel for the additional time involved in clearing title); (iv) in the event that Purchaser obtains a mortgage loan for the Unit, Purchaser shall also pay the cost of the mortgage recording tax, premium for mortgage title insurance (if required by the Lender), mortgage recording fees, all of the Lender's charges and, to the Sponsor, an amount equal to the credit to which Purchaser would be entitled under Section 339-ee(2) of the New York Condominium Act by reason of mortgage taxes previously paid and (v) any and all fees charged by the Purchaser's title insurance company in connection with the preparation of the ACRIS real estate transfer documents required by the New York City Department of Finance. If the closing takes longer than two (2) hours through no fault of the Sponsor, an additional fee of $200 will be charged for each hour or part thereof that the closing is not concluded. Adjustments (as of the Closing Date) shall be made for real estate taxes and common charges assessed during the month in which title closes or established as a reserve based upon the last bill received. If the Unit has not been separately assessed on the closing date for the then current fiscal tax year, taxes shall be apportioned based upon the assessment of the Condominium and the percentage interest in the Common Elements appurtenant to the Unit. No adjournment of Closing by Purchaser shall be permitted; however, in the event that the Closing Date set by Sponsor shall be adjourned at the Purchaser's request (or at the request of Purchaser's attorney, lender or representative) (1) all adjustments shall be made as of the original Closing Date and (2) Purchaser shall pay interest on the unpaid balance of the total purchase price to Sponsor from the originally scheduled Closing Date until the actual date of Closing at the rate of 15% per annum. If the Units have not been separately assessed prior to the Closing, Purchaser shall reimburse Sponsor for unpaid real estate taxes levied against the Unit until the Units are separately assessed. Sponsor shall pay the real estate taxes from an escrow account when such taxes are due and payable. Purchaser shall promptly reimburse Sponsor for such payments even if they become due and are paid after Closing. Any errors or omissions in computing apportionments shall be corrected and payment made to the proper party promptly after discovery. The provisions of this paragraph shall not survive Closing.

8. *Escrow of Down Payment.* The Down Payment made by Purchaser pursuant to this Agreement is subject to the requirements of Section 71-a (3) of the State of New York Lien Law and Sections 352-e(2)(b) and 352-h of the General Business Law of the State of New York. Any Down Payment received from Purchaser shall be held in accordance with the provisions of the Subsection entitled *Escrow and Trust Fund Requirements* under the Section entitled *Procedure to Purchase* set forth in Part I of the Plan. By signing this Agreement, Purchaser will not object, and will be deemed to have agreed, without the need for a further written agreement, to the release of the Down Payment to Sponsor in the event Sponsor and Purchaser close title under this Agreement. As required by law, Sponsor shall submit, or cause to be submitted, to the Internal Revenue Service, a Form 1099 reporting the interest earned on Purchaser's Down Payment, whether or not such interest is actually received by Purchaser in accordance with this Agreement and the Offering Plan.

9. *Sponsor's Rights if Purchaser Fails to Keep His Promises and Agreements.* All sums Purchaser pays to Sponsor on account of this Agreement and the reasonable expenses of the examination of title to the Unit shall constitute liens on the Unit. However, these liens shall not continue after default by Purchaser under this Agreement. Subject to provisions of Paragraph 8 hereof, Sponsor shall have the right to keep the Down Payment and any interest earned thereon if (a) Purchaser does not pay the Total Purchase Price for his Unit or any part of the Total Purchase Price when due; (b) Purchaser does not sign any of the documents referred to in the Plan which Purchaser is required to sign when Sponsor offers to deliver to Purchaser the deed to his Unit; or (c) Purchaser fails to keep any other promise contained in this Agreement.

Before Sponsor shall have the right to keep the Down Payment and the interest earned thereon, Sponsor must first send Purchaser a notice stating that Sponsor intends to cancel this Agreement describing each promise which Sponsor thinks Purchaser did not keep under this Agreement. If Purchaser does not cause each of these promises to be kept within thirty (30) days after Sponsor's notice is sent, Sponsor may keep the Down Payment and all interest earned thereon. After such time period expires, neither Sponsor nor Purchaser shall have any further obligations under this Agreement, this Agreement shall be considered cancelled without any further action by either party, and Sponsor shall have the right to sell the Unit to any other person or entity whatsoever. THIS PROVISION IS OF THE ESSENCE AND NO EXTENSION OF THE CURE PERIOD WILL BE GRANTED.

10. *Sponsor's Inability to Deliver Deed; Cancellation of the Purchase Agreement.* If Sponsor is unable to deliver to Purchaser a deed to the Unit in accordance with this Agreement because of Sponsor's inability to complete the filing of the Plan in accordance with the Plan, as it may be amended, Sponsor shall immediately notify Purchaser in writing and this Agreement will terminate. In that case, the sole obligation of Sponsor shall be to return to Purchaser the Down Payment together with interest, if any, earned thereon.

11. *Recording of Condominium Declaration.* Purchaser understands that the Declaration and By-Laws establishing the Condominium shall be recorded by Sponsor in the Office of the New York City Register in the County of New York prior to the closing of title to the first Unit as set forth in the Plan. Sponsor shall file with the Declaration when it is recorded or shall amend the Declaration prior to the Closing Date and file at such time a verified statement of a registered architect or licensed professional engineer certifying that the floor plans being filed fully and fairly depict the layout, location, Unit designation and approximate dimensions of the Unit. The Declaration and By-Laws, when recorded by Sponsor, shall be substantially in the form of the Declaration and By-Laws set forth

in the Plan and no changes in those documents shall have a material adverse effect upon Purchaser. Sponsor shall not record the Declaration until the Plan has been declared effective in the manner provided therein.

12. *Personal Property Included in Sale; Excluded Items.* All articles of personal property, fixtures and equipment described in the Plan for the Unit being purchased by Purchaser are included in this sale. They shall be delivered free and clear of all liens and encumbrances except the lien of the mortgage, if any, applied for by Purchaser.

13. *Risk of Loss.* The risk of loss or damage to the Unit by fire or any other cause until the delivery of the deed or until Purchaser enters into possession of the Unit, whichever is earlier, is assumed by Sponsor.

14. *Existence of Liens - Not Objection to Title.* The existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided Sponsor shall deposit a sufficient amount of money with its title company so that the company shall be willing to insure against collection of the taxes or liens from the Unit. Purchaser agrees that Sponsor may pay and discharge any liens and encumbrances upon any unit not provided for in this Agreement out of the monies to be paid by Purchaser at the time of closing title to the Unit.

15. *Execution of Required Documents, etc.* Purchaser agrees to deliver to Sponsor all documents and to perform all acts required by Sponsor or by any governmental authority to carry out the provisions and intent of the Plan, establish the Condominium and conform to the provisions of all applicable laws and regulations. This Paragraph 15 shall survive delivery of the deed. Purchaser specifically agrees to execute any such documents or perform any such acts after Closing promptly upon request at no cost or expense to either party.

16. *Binding Nature of Purchase Agreement, Non-Assignability, Use.* This Agreement is binding upon the Purchaser, Sponsor and their respective heirs, executors, administrators and assigns. Purchaser will not record this Agreement, nor give, sell or assign his rights in this Agreement without Sponsor's prior written consent which may be arbitrarily refused. . Additionally, this Agreement may not be assigned, in whole or in part, by the Purchaser. Purchaser hereby represents that the Unit is being purchased for residential use, or a use permitted by the Declaration and By-Laws and for no other purpose.

17. *Notice.* Unless another method is provided for in this Agreement, any notice to be given to either party shall be in writing and sent by hand, certified mail (return receipt requested) or by nationally recognized overnight courier to the address shown on page one of this Agreement or to such address as either party may later designate to the other in writing in the manner described in this Paragraph 17. A copy of any notice sent to Sponsor shall also be sent in the same manner to Todtman, Nachamie, Spizz & Johns, P.C., Attn: Perry L. Cohen, Esq. and Andrew L. Rosenberg, Esq., 425 Park Avenue, New York, New York 10022.

18. *Acceptance of Agreement.* This Agreement shall not be binding on Purchaser or the Sponsor until this Purchase Agreement shall be accepted, by endorsement by the Sponsor, and a fully signed copy of this Agreement shall have been delivered or mailed to Purchaser. Within twenty (20) days after receipt of the Purchase Agreement from a prospective Purchaser, the Sponsor will either accept the Purchase Agreement or reject it, in which latter case, the Down Payment will be refunded to

Purchaser without interest. The failure of the Sponsor to act within the twenty (20) day period shall be deemed a rejection of the Purchase Agreement. If the Purchase Agreement is accepted, a counterpart thereof, signed by the Sponsor or the Selling Agent on behalf of the Sponsor, will be returned to the prospective Purchaser. Notwithstanding the date which shall appear hereon, such twenty (20) day period shall not commence until Purchaser has delivered good funds for the Down Payment.

19. *No Discriminatory Inducement.* Purchaser represents that he is over eighteen (18) years of age, and the sale of the designated Unit was made to Purchaser in good faith pursuant to the terms set forth in the Plan, without fraud or duress.

20. *Broker.* Sponsor and Purchaser agree that no broker other than _____ brought about this sale. Purchaser agrees to indemnify and hold harmless the Sponsor from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by the Sponsor by reason of any claim arising out of any conversations or negotiations had by Purchaser with any broker, finder or like person claiming to have dealt with Purchaser in connection with the sale of the Unit other than the broker set forth in this Paragraph 20. The representations and indemnities set forth in this Paragraph 20 shall survive the Closing hereunder.

21. *Definitions.* All defined terms contained in the Plan will have the same meaning ascribed to them in this Agreement. The term "Purchaser" shall be read as "Purchasers" if more than one person signs this Agreement. In that case, the obligations of all purchasers shall be considered joint and several.

22. *Entire Agreement; Plan Controls; Governing Law.* This Agreement states the entire understanding between the parties hereto. Neither party shall be bound by any oral representations or agreements. All of the terms of the Plan are incorporated in this Agreement as though fully contained herein. In the event of any discrepancy between this Agreement and the Plan, the Plan shall control. The laws of the State of New York shall govern this Agreement without regard to any principles of conflicts of law.

23. *Waiver.* Purchaser waives any right to trial by jury in any action, proceeding or counterclaim in any way connected with this Agreement or the Plan. The failure of the Sponsor to insist upon strict performance of any of the terms or conditions of this Agreement shall not be deemed a waiver of any subsequent breach or default in the terms and conditions of this Agreement.

24. *Survival of Seller's and Purchaser's Obligations.* Sponsor shall have no obligations under this Agreement or the Plan after Sponsor delivers to Purchaser the deed to the Unit unless this Agreement or the Plan specifically gives Sponsor an obligation after that time. All representations made by Purchaser in this Agreement shall expressly survive the closing of title.

25. *Agreement Not Contingent Upon Financing.* The terms and conditions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof), and Purchaser understands and agrees that his failure to obtain such financing will not relieve him of his obligations hereunder. Purchaser further understands and agrees that if he chooses to finance his purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration

or other termination of such commitment, nor any change in his financial status or condition shall release or relieve him of his obligations pursuant to this Agreement.

26. *Amendments to Offering Plan.* Purchaser understands that the Unit Purchaser is purchasing is covered by a Condominium Offering Plan and that the terms of the Plan may be amended from time to time to, among other things, increase or decrease the prices at which all of the Units are being offered or in such other respects as the Sponsor sees fit. No such amendment shall increase the sales price of the Unit Purchaser is purchasing hereunder so long as Purchaser is not in default. In the event any amendment to the Plan, whether made before or after the Plan is declared effective, materially alters the Plan in a manner which adversely affects Purchaser, he will be afforded a fifteen (15) day period within which to rescind this Agreement following delivery to him of such a copy of such amendment to the Plan. Should Purchaser then elect to rescind, Purchaser will receive back his Down Payment, together with interest, if any, earned thereon and Purchaser shall have no other rights or remedies against the Sponsor. In no event shall such amendment excuse Purchaser's performance hereunder (unless Purchaser rescinds as set forth above) nor entitle Purchaser to any offset or credit against the Purchase Price.

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

28. *Plain Language.* Purchaser has read this Agreement and Purchaser understands it. Under New York law (General Obligations Law Section 5-702), Purchaser knows that as a consumer, Purchaser has a right to an agreement written in clear and simple language. Sponsor and Purchaser both believe this is such an agreement.

Date: _____, 2004

_____
Purchaser

_____
Purchaser

Accepted and agreed to by:

110th Street Equities, LLC

By:_____
Authorized Manager

EXHIBIT A

Permitted Encumbrances

1. Building restrictions and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted by any governmental or quasi-governmental authority having jurisdiction, provided they do not prevent the use of the Unit for dwelling purposes .

2. Any state of facts that an accurate survey would show, provided that such facts would not thereby render title unmarketable or prevent the use of the Units or the Building for dwelling purposes.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Condominium Board and Sponsor and the Floor Plans, all as may be amended from time to time.

4. Consents by Sponsor or any former owner of the land for the erection of any structure or structures on, under or above any street or streets on which the land may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance, repair and replacement of all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the land and Building.

6. Revocability of licenses for vault space, if any, under the sidewalks and street and the lien of any unpaid vault tax (which is to be paid by the Condominium Board).

7. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and stand pipes, and similar projections, if any, on, over, or under the property or the streets or sidewalks abutting the property and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the property and retaining walls and the like, if any.

8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other units or portions of the Common Elements, provided same are disclosed in the Plan.

9. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

10. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such Closing Date (however, the then current installment shall be adjusted at Closing).

11. Any encumbrance as to which Sponsor's title insurance company would be willing in a fee policy issued by it to Purchaser to insure Purchaser, without additional premium, that such

encumbrance (a) will not be collected out of or enforced against the Unit if it is a lien and (b) will not prevent the use of the Unit for dwelling purposes.

12. Any recorded covenant, restriction, reservation, agreement and encumbrance against the property other than a mortgage or lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes.

13. No Certificate of Occupancy covering the Building.

14. Any violations against the property (other than the Unit) which are the obligations of the Condominium Board or another unit owner to correct.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring Purchaser's title to the Unit.

CATHEDRAL GARDENS CONDOMINIUM
352 Cathedral Parkway
New York, New York

INFORMATION SHEET

Unit No. _____

PLEASE PRINT CLEARLY
ALL NAMES WILL APPEAR ON THE DEED EXACTLY AS ENTERED HERE

Name of
Purchaser:_____

Address of Purchaser:_____

Telephone Number: (home)_____ (office)_____

Social Security No:_____

Attorney:_____

Address:_____

Telephone Number:_____

UNIT DEED

THIS INDENTURE, made the _____ day of _____, 2006, between 110TH Street Equities, LLC, a New York limited liability company, having an office at 37 West 65th Street, New York, New York 10023, "Grantor," and _____ residing at _____, "Grantee,"

WTINESSETH, that the Grantor, in consideration of Ten ($10.00) Dollars, lawful money of the United States, and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, the Condominium Unit described on Schedule A annexed hereto.

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, By-Laws, rules, regulations and easements set forth in the Condominium Documents, filed and recorded as described in Schedule A annexed hereto.

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above-described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

AND the Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that it will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first 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 total of the same for any other purpose.

The term "Unit" as used in this Deed has the same meaning as the term "Unit" as defined in Article 9-B of the Real Property Law of the State of New York.

Except as otherwise specifically permitted by the Board of Managers, or provided in the Declaration or By-Laws, the Unit is intended for residential use.

By accepting this Deed, the Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

IN PRESENCE OF:

GRANTOR:

110th STREET EQUITIES, LLC

By:_____

GRANTEE(S):

_____

_____

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

On the ___ day of _____ in the year 2006, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

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

On the ___ day of _____ in the year 2006, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE "A"

TO BE SUPPLIED

UNIT DEED

Title No._____

110TH STREET EQUITIES, LLC

TO

_____

_____

BLOCK _____

LOT_____

NEW YORK COUNTY

RECORD AND RETURN BY MAIL TO:

_____
_____
_____

POWER OF ATTORNEY

The undersigned, _____, residing at _____, owner of the Condominium Unit (hereinafter referred to as the "Undersigned's Unit") known as Unit No. ____ at 352 Cathedral Parkway, New York, New York, said Unit being designated and described as Unit No. ____ in the Declaration and also designated as Tax Lot ____ in Block 1845 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 Board of Managers, 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), in accordance with the Unit Owners' respective Common Interests, on behalf of all Unit Owners (as the case may be), subject to the provisions of the By-Laws then in effect, to acquire or lease any Unit, together with its Common Interest, from any Unit Owner desiring to sell, convey, transfer, assign, or lease the same; to acquire any Unit, together with its Common Interest, that becomes the subject of a foreclosure or other similar sale, on such terms and at such price or at such rental, as the case may be, as said attorneys-in fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorney-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present; and to execute, acknowledge and deliver (a) any Declaration or other instrument affecting the Condominium that the Board of Managers deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (b) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the Board of Managers deems necessary or appropriate.

The acts of a majority of such persons constituting the Board of Managers or such other number as may be required by the By-Laws, shall constitute the acts of said attorneys-in-fact.

The undersigned (does) (do) hereby irrevocably nominate, constitute and appoint 110TH Street Equities, LLC or its designee (hereinafter referred to as "Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its designee in accordance with Article "Nineteenth" of the Declaration or (2) shall be required by (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit; provided, however, that any amendment made pursuant to the terms of subdivisions (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a physical modification to the Undersigned's Unit, or (iii) adversely affect the mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned [in the event of a matter described in subdivision (i) or (ii) of this paragraph] or the holder of such mortgage [in the event described in

subdivision (iii) of this paragraph] shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Sponsor or its designees shall cease to own any of the Units in the Cathedral Gardens Condominium.

IN WITNESS WHEREOF, the undersigned (has) (have) executed this Unit Owner's Power of Attorney as of the ____ day of _____, 2006 .

_____

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

On the _____ day of _____ in the year 2006, before me, the undersigned, a Notary Public in and for said State of New York, personally appeared _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

UNIT OWNER'S POWER OF ATTORNEY

Title No. _____

BLOCK _____

LOT _____

NEW YORK COUNTY

RECORD AND RETURN BY MAIL TO:

TODTMAN, NACHAMIE, SPIZZ & JOHNS, P.C.
425 Park Avenue
New York, New York 10022
Attention: Perry L. Cohen, Esq.

DECLARATION

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES LOCATED AT 352 CATHEDRAL PARKWAY, NEW YORK, NEW YORK IN THE BOROUGH OF MANHATTAN, CITY, STATE AND COUNTY OF NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK

NAME: Cathedral Gardens Condominium

SPONSOR: 110th Street Equities, LLC

DATE OF DECLARATION: June _____, 2005.

RECORD AND RETURN TO:

TODTMAN, NACHAMIE, SPIZZ & JOHNS, P.C.
425 Park Avenue
New York, New York 10022
Attention: Perry L. Cohen, Esq.

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PLAN OF CONDOMINIUM OWNERSHIP

DECLARATION OF
CATHEDRAL GARDENS CONDOMINIUM
PURSUANT TO
ARTICLE 9-B OF THE REAL PROPERTY LAW
OF THE STATE OF NEW YORK

In the Borough of Manhattan, City, County and State of New York, on the _____ day of June, 2005, 110th Street Equities LLC, with an address at 37 West 65th Street, New York, New York 10023 (the "Owner" or "Sponsor"), hereby states:

FIRST: *Submission of Property.* By this Declaration, the Owner submits the property described in this Declaration to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: *Description of Property.* The Owner owns that certain plot, piece or parcel of land, with the building and improvements thereon erected, or to be erected, situate, lying and being in the City and State of New York, being more particularly bounded and described on Exhibit A which is annexed to and made a part of this Declaration.

THIRD: *Definitions.* All of the terms used in this Declaration not otherwise defined herein shall have the meanings ascribed to them, set forth in Exhibit B annexed hereto.

FOURTH: *The Condominium.* The Sponsor is converting the Property to a Condominium known as the Cathedral Gardens Condominium by the recording of this Declaration in the Office of the Register of the City of New York. This Declaration sets forth a description of the Building stating the number of stories and the number of Units.

The Sponsor has entered into a contract of sale with Barnard College ("***College Purchaser***") whereby the Sponsor has agreed to sell and the College Purchaser has agreed to purchase three (3) Residential Units known and designated as Units 26 through 28 and the two (2) Community Facility Condominium Units [the aforementioned three (3) Residential Units and the two (2) Community Facility Units are hereinafter collectively referred to herein as the "***College Units***"). The Residential Units which do not comprise a portion of the College Units are hereinafter collectively referred to as the "***Non-College Units***".

The building will be comprised of a ground floor, a cellar and two (2) towers containing the Residential Units. The North tower of the building will contain fifteen (15) floors ("***North Tower***") and the South tower of the building will contain ten (10) floors ("***South Tower***"). The College Units will occupy the entire South Tower, the portion of the first (1st) floor of the building comprising the Community Facility Units and the entire third (3rd) through sixth (6th) floors of the North Tower of the building. The three (3) Residential Units which comprise a part of the College Units are comprised of (i) eighteen (18) student dormitory suites and (ii) twenty-seven (27) college faculty apartments. The first (1st) floor of the building will contain the two (2) Community Facility Units, the building entrance with respect to the College Units, the building entrance with respect to the Non-College Units and a portion

of the Residential Units comprising the College Units. The portion of the building comprised of the College Units and the portion of the building comprised of the Non-College Units will each be serviced by an independent elevator tower. The Non-College Units shall occupy floors seven (7) through fifteen (15) of the North Tower. The Seventh (7^{th}), Eighth (8^{th}), Ninth (9^{th}), Eleventh (11^{th}), Twelfth (12^{th}) and Thirteenth (13^{th}) floors of the North Tower will each contain three (3) two (2) bedroom Units. The tenth (10^{th}) floor of the building will contain one (1) one (1) bedroom Unit and two (2) two (2) bedroom Units. The fourteenth (14^{th}) and fifteenth (15^{th}) floors of the building will contain two (2) two (2) bedroom Units. Lot Line Windows are provided at the Property line on the North side of the South Tower and on the East side of the North Tower. The Lot Line Windows are not relied upon for air or light and may be blocked by the construction of a building on the adjacent property without notification. The Sponsor estimates that the cost of closing a Lot Line Window in the event that said Lot Line Window becomes blocked by construction on the adjacent property is approximately Two Thousand Five Hundred ($2,500.00) Dollars, which cost shall be borne exclusively by the Unit Owner of the Unit containing the Lot Line Window. All rooms containing Lot Line Window(s) at the Property may still be legally occupied in the event that the Lot Line Window(s) are closed

The affairs of the Condominium shall be managed by three (3) separate and distinct condominium associations. Matters affecting solely the College Units shall be the sole responsibility of the College Condominium Association ("***College Association***"). All matters regarding the College Association [including, without limitation, the number of managers comprising the board of managers of the College Association ("***College Board***") and the budget of the College Association] shall be determined by the College Purchaser and are not addressed further in this Plan. Matters affecting solely the Non-College Units shall be the sole responsibility of the Non-College Condominium Association ("***Non-College Association***"). The Non-College Association shall be governed by a board of managers initially comprised of three (3) managers to be elected solely by the owners of the Non-College Units ("***Non-College Board***"). The President and the Vice-President of the board of managers of the Non-College Association shall automatically be designated as members of the board of managers of the Cathedral Gardens Condominium Association ("***352 Association***"), which shall be responsible for matters which affect both the College Units and the Non-College Units.

The 352 Association shall be governed by a board of managers initially comprised of five (5) managers, two (2) of whom shall be the President and Vice-President of the board of managers of the Non-College Condominium Association and three (3) of whom shall be designated by the College Purchaser. Until such time as the College Purchaser ceases to own all of the College Units, the College Purchaser shall elect a majority of the members of the board of managers of the 352 Association ("***352 Board***").

Each Unit will be sold to one or more Unit Owners. Each Unit Owner will obtain fee ownership in, and exclusive right of occupancy and possession of the Unit, together with an undivided interest in the Common Elements of the Condominium, as listed hereinafter in this Declaration, and referred to as the "Common Elements", all of the above in accordance with Article 9-B of the Real Property Law of the State of New York.

FIFTH: *Use of Units.* As more particularly set forth in the By-Laws, Units (i.e., the College Units and Non-College Units and/or Residential Units) may be used for any use permitted by law.

A Unit owned or leased by an individual, corporation, partnership, fiduciary or any other entity, may only be occupied by that individual, or an officer, director, stockholder or employee of such corporation, or a partner or employee of such partnership, or said fiduciary (including directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries) or the beneficiary of said fiduciary, or a principal or employee of such other entity, respectively, or members of the immediate family or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such family members or guests). Additionally, a College Unit may be occupied by students of the College Purchaser, faculty members of the College Purchaser and/or their immediate family members or guests.

Notwithstanding the foregoing, pursuant to that certain Land Disposition Agreement date as of June 27, 2003 by and between the City of New York and the Sponsor with respect to the property ["***LDA***"], the Community Facility Units must be utilized as community space (e.g., as a day care center, school, medical office, etc.).

Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, the Sponsor may, without the permission of the Board of Managers, use any Unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purposes.

SIXTH: *Common Elements.*

(a) The Common Elements of the Condominium will consist of the General Common Elements, the College Common Elements, the College Limited Common Elements, the Non-College Common Elements and the Non-College Limited Common Elements.

(b) The General Common Elements consist of the Land and those rooms, areas, corridors, and other portions of the Building (other than the Units), as well as those facilities therein or elsewhere, either currently or hereafter existing for the common use of all of the Units or of the Unit Owners or necessary for, or convenient to, the existence, maintenance, management, operation, or safety of the Property. Without intention to limit the generality of the foregoing in any respect, the General Common Elements include:

(i) the Land;

(ii) all foundations, columns, beams, supports, girders, exterior walls, interior walls, partitions, floors, roofs, and ceilings in, on, or under the Building, to the extent that the same are not expressly included as a part of a Unit (as defined in Exhibit B hereof), or as part of the College Common Elements or Non-College Common Elements;

(iii) all lobbies, building entrance doors, hallways, corridors, cellars, stairs, stairways, mechanical and electrical equipment spaces and meter rooms, to the extent that the same are not expressly included as a part of a Unit, or as part of the the College Common Elements or Non-College Common Elements;

(iv) all central and appurtenant installations and facilities for services such as power, light, telephone, cable, internet, intercom, gas, sewer, sewer pipes, drywells or

detention tanks, plumbing, drainage, mail delivery, cold water distribution, heat, ventilation, security and other mechanical and electrical systems to the extent that the same are not expressly included as a part of a Unit or the the College Common Elements or Non-College Common Elements; and

(v) all other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of all of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Property.

(b) The College Common Elements are (i) the roof of the South Tower, (ii) all central and appurtenant installations and facilities for services such as power, light, telephone, cable, internet, intercom, gas, sewer, plumbing, drainage, mail delivery, cold water distribution, heat, ventilation, security and other mechanical and electrical systems to the extent that the same service solely the College Units and (iii) all lobbies, building entrance doors, hallways, corridors, cellars, stairs, stairways, mechanical and electrical equipment spaces and meter rooms, to the extent that the same are not expressly included as a part of a College Unit and to the extent that the same sevice solely the College Units.

(c) The Non-College Common Elements are (i) all central and appurtenant installations and facilities for services such as power, light, telephone, cable, internet, intercom, gas, sewer, plumbing, drainage, mail delivery, cold water distribution, heat, ventilation, security and other mechanical and electrical systems to the extent that the same service solely the Non-College Units and (ii) all lobbies, building entrance doors, hallways, corridors, cellars, stairs, stairways, mechanical and electrical equipment spaces and meter rooms, to the extent that the same are not expressly included as a part of a Non-College Unit and to the extent that the same sevice solely the Non-College Units.

(d) The College Limited Common Elements are each of the balconies and terraces to which there is direct and exclusive access from the interior of a Non-College Unit and which are for the exclusive use of such Non-College Unit.

(e) The Non-College Limited Common Elements are each of the balconies and terraces to which there is direct and exclusive access from the interior of a Non-College Unit and which are for the exclusive use of such Non-College Unit.

The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law. Each Unit Owner shall have the right to use the General Common Elements in accordance with the purpose for which such Common Elements are intended without hindering the exercise of or encroaching upon the rights of the other Unit Owners.

The percentages of undivided interest in the Common Elements shall not be changed except with the consent of all of the affected Unit Owners expressed in a duly recorded amendment to this Declaration.

The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

SEVENTH: *Easements.* Every Unit Owner shall have an easement in common with the Owners of all other Units, and all Units and Common Elements shall be subject to an easement (a) to utilize, install, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements located in, over, under, through and upon any Unit or any other Common Elements or elsewhere in the Property and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding restoration or replacement of the Common Elements, provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the permitted uses of the Units. Unit Owners, their tenants, guests and invitees shall also have an easement over and through the Common Elements for ingress and egress to and from the Building in the event of emergency, equipment failure or other contingency.

All pipes, wires, shafts, flues, conduits and public utility lines located within each Unit shall be owned by such Unit Owner. Any portion of such pipes, wires, shafts, flues, conduits and public utility lines located in the General Common Elements will be owned in common by the Unit Owners. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain, repair, replace, alter, improve and use the pipes, wires, shafts, flues, conduits and public utility lines servicing such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any pipes, wires, shafts, flues, conduits and public utility lines located in any Unit and servicing any other Unit or Common Area. The cost of such repairs shall be a Common Expense, provided that the cost of such repairs which are solely for the benefit of a particular Unit Owner will be borne only by such Unit Owner.

The Board of Managers shall have an unlimited right of access to all Common Elements for maintenance, repair, restoration, alteration or improvement, whether such Common Elements are limited or not.

The Sponsor, on behalf of itself and its successors and assigns who may take title to portions of the Condominium for purposes of marketing and sale of Units, reserves the right to continue to use the Common Elements and any facilities, sales offices, model Units and signs located on the Common Elements in its efforts to market and sell Units in the Condominium. This paragraph shall not be amended without the written consent of the Sponsor.

EIGHTH: *Service of Process and Building Code Violations.* The Board of Managers of the Condominium, having office at 37 West 65th Street, New York, New York, the Managing Agent, or any successor thereof and the Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium. The Board of Managers shall have the principal responsibility for curing any violations of such building or zoning laws and service upon the Board of Managers shall be deemed service upon the Owner or Owners of the Condominium Unit or Units in which any such violations exist. The provisions of this Article shall not be amended without the consent of the Department of Buildings or any agency of the City of New York or successor thereto.

NINTH: *Common Interest.* Each Unit Owner shall have such percentage interest in the Common Elements as is set forth on Exhibit C, attached hereto, and shall bear such percentage of the Common Expenses of the Condominium. All expenses of the Condominium shall be Common Expenses and shall be apportioned among all the Unit Owners according to the method set forth in the By-Laws. Such Unit Owner shall have one (1) vote for all voting purposes at any meeting of the Unit

Owners unless otherwise mandated by law or expressly provided for herein. The percentage of interest of each Unit in the Common Elements has been determined by the Sponsor 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, uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

TENTH: *Administration*. The administration of the Condominium and parcel of land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto.

ELEVENTH: *Amendment and Withdrawal.* The Property shall not be withdrawn from Condominium ownership unless Unit Owners owning at least eighty (80%) percent of the Common Interest in the Condominium and the first mortgagees, if any, of each of those Units agree to such removal by duly recorded instruments. Such withdrawal of the Property from Condominium ownership shall not take effect until it is duly recorded in the Office of the Register of the City of New York, New York County.

The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon an affirmative vote of Unit Owners owning at least 66.67% of the Common Interest in the Condominium held at a duly called meeting of the Unit Owners; provided however, that:

(a) No amendment shall alter the percentage interest in the Common Elements appurtenant to any Unit or alter any rights or obligations respecting the Common Elements without the consent of the affected Unit Owners and the first mortgagees, if any, of the Units, which consents shall be expressed on the instrument of amendment.

(b) No amendment shall add any parcel of land to or divest any parcel of land from the Condominium properties unless Unit Owners owning at least eighty (80%) percent of the Common Interest in the Condominium and the first mortgagee, if any, of each of these same Unit Owners agree to such change on the instrument of amendment.

(c) No amendment shall be passed which shall impair or prejudice the rights or priorities of mortgagees.

(d) Any amendment reflecting the division of any Unit into two (2) or more Units need not be approved as set forth above, provided that there is no change in the outside dimensions of the existing Units and in the total Common Interest allocated to the Units. The Board of Managers and each Unit Owner hereby appoint any Unit Owner as their attorney-in-fact, coupled with an interest, to execute and record any such amendment on their behalf.

(e) No amendment affecting a Unit or Units, as the case may be, or the rights of any Unit Owner or Unit Owners, may be made without the consent of an affected Unit Owner or Unit Owners.

There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit Owners was made at a duly called meeting and the requisite voting percentage was obtained. After the sixty (60) day period, such presumption will be deemed conclusive.

Any amendment to this Declaration shall not take effect until it is recorded in the Office of the Register of the City of New York, New York County.

TWELFTH: *Subject to Declaration, By-Laws, etc.* All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Condominium or the mere act of occupancy of any of said Units shall signify that the provisions of the Declaration and By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

THIRTEENTH: *Common Charges*. All sums assessed as Common Charges by the 352 Board and/or the Non-College Board, as the case may be, but unpaid, together with interest at the maximum legal rate thereon, chargeable to any Unit Owner shall constitute a lien on its Unit prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing subdivision of any governmental authority, including but not limited to, State, County, City and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorneys' fees (but such right shall not be a lien against the Unit). With respect to the Non-College Units, the lien of the Non-College Board shall be superior in priority to the lien of the 352 Board hereunder. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. However, where the holder of an institutional mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage, obtains title to the Unit as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Common Charges shall be charged to all other Unit Owners as a Common Expense. The term "institutional mortgage" herein used shall mean a first mortgage granted by a federal or state savings and loan association, savings or commercial bank bank, life insurance company, pension fund, trust company, agency of the United States government or of the City or State of New York, other similar institutional lender or purchase money mortgage granted by a seller of a Unit.

Every Unit Owner shall pay the Common Charges assessed against him when due and no Unit Owner may exempt himself from liability for the payment of the Common Charges assessed against him by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by him of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

Common Charges of College Units - The owner of the College Units is to pay their respective share of the Common Expenses attributable to the College Units, as the case may be. Consequently, if the Board of Managers assesses sums in the form of Common Charges and/or assessments, these

charges should only be payable by the owner of the College Units to the extent the College Units, as the case may be, are benefited by the item or service created by such assessment or Common Charge.

FOURTEENTH: *Units Acquired by the* Board. In the event any Unit Owner shall convey his Unit to the Board of Managers pursuant to Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with Article XI of the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners. In order to carry out the provisions of this paragraph, each Unit Owner shall, upon becoming such, grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers, and their successors or assigns, to acquire title or lease any such Unit under whatever terms the Board may in its sole discretion deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board in its sole discretion shall deem proper.

FIFTEENTH: *Encroachments*. The Unit Owners agree that if any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereinafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as described above due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Building shall stand.

SIXTEEN: *Unit Ownership*. Upon the closing of title to a Unit, a Purchaser shall automatically become a Unit Owner in the Condominium and shall remain a Unit Owner until such time as he ceases to own the Unit for any reason. Each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose Owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale in the name of the Board of Managers or its designee, on behalf of all Unit Owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto (other than for the election of members of the Board of Managers) or otherwise deal with any such Unit so acquired or to sublease any Unit so leased by the Board of Managers.

SEVENTEENTH: *Conveyance of a Unit*. In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid Common Charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Any such grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charges against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid Common Charges against the grantor in excess of the amount set forth in such statement. Grantee, as used herein, shall not include either the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

EIGHTEENTH: *Covenants and Restrictions.* The use of the Unit by the Unit Owner or other occupant shall be subject to the rules, regulations, and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

(a) The Unit shall be maintained in good repair and overall appearance.

(b) No alterations to the exterior of any Unit or any part of the Common Elements may be made without the written consent of the College Board with respect to the College Units and the Non-College Bopard with respect to the Non-College Units, which consent will be granted, if at all, in the sole discretion of such Board. No alterations to the inside of a Unit which would impair the structural soundness of the Building may be made without the written consent of the Board of Managers, which shall not be unreasonably withheld, provided that the Board is reasonably satisfied that such alterations may be made in such manner as to retain the structural integrity of the Building. Consent may be requested by mailing a letter certified mail, return receipt requested, to the Managing Agent, if any, or to the President of the Board of Managers, if no Managing Agent is employed. The Board of Managers shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

(c) Any Unit Owner othern than the Sponsor who mortgages or sells his Unit shall notify the Board of Managers providing the name and address of his mortgagee or purchaser.

(d) The Non-College Board of Managers shall, at the request of the mortgagee of a Non-College Unit, report any unpaid Common Charges due from the Unit Owner of such Unit.

(e) Nuisances shall not be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to occupant or which interferes with the peaceful possession and proper use of the Property by its residents.

(f) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

(g) Regulations promulgated by the Board of Mangers concerning the use of the Property shall be observed by the Unit Owners provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time that said regulations become effective.

(h) The Common Charges shall be paid when due.

NINETEENTH: *Changes to the Condominium.*

(a) Except to the extent prohibited by law, the Sponsor or its designee (as to Unsold Units) shall have the right, without the vote or consent of the Board of Managers to:

(i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Units;

(ii) change the layout of, or number of rooms from time to time;

(iii) change the size and/or number of Units by subdividing one or more Units (including those resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between any Units, or otherwise; and

(iv) if appropriate, reapportion among the Units affected by such change in size or number pursuant to the preceding clause (iii) their percentage interest in the Common Elements; provided, however, that the percentage interest in the Common Elements of any other Units (other than Unsold Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that the Sponsor or its designee or Unit Owners, as the case may be, shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. Notwithstanding the other provisions of this Article, no reapportionment of the interest in the Common Elements shall occur unless and until a written certification is delivered to the Board of Managers stating that the percentage interest of the respective Units in the Common Elements immediately after such reapportionment will be based upon floor space (subject to the location of such space) and the additional factors of relative value of that space to other space in the Condominium, uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered, at the Sponsor's election, by the Sponsor, the Managing Agent of the Condominium or any other person reasonably acceptable to the Board of Managers.

If the number of rooms in an Unsold Residential Unit is changed, or the size and/or number of an Unsold Units is changed (whether as a result of a subdivision or combination or alteration of boundary walls, or otherwise) and the appurtenant percentage interest in the Common Elements is reapportioned as a result thereof, all in accordance with the provisions of this Article, then the Sponsor or its designee or the Unit Owner, as the case may be, is hereby appointed the attorney-in-fact of the Board of Managers to execute, or (on its request) may require any other Unit Owner or the Board of Managers or officers to execute, and record in the Office of the Register of the City of New York, New York County, an amendment to this Declaration (together with such other documents as the Sponsor or its designee or Unit Owner deems appropriate to effectuate the same) reflecting such change in the number of rooms in a Unit or in the size and/or number (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests in the Common Elements.

(b) The Owner or Owners of any two or more Units, which Units are the only Units serviced or benefited by any Common Elements adjacent or appurtenant to such Units (for example, that portion at the end of any hallway which is directly adjacent to any such Units located on opposite sides of such hallway) shall, with the consent of the Board (which consent shall not be unreasonably withheld or delayed), have the exclusive right of use of such Common Element as if it were part of such Units (including the right in the above example of a portion of a hallway, to enclose such portion), provided such Owner or Owners agree, at his or their sole cost and expense, to (a) be responsible for the operation, maintenance and repair of such Common Element for so long as such Owner or Owners

exercise such exclusive right of use, and (b) restore such Common Element to its original condition, reasonable wear and tear excepted, after such Owner or Owners cease to exercise such exclusive right of use. The Sponsor or its designated successors shall have these rights as to any Unsold Units without the necessity of obtaining the consent of the Board.

Consent as required herein may be requested by mailing a letter, certified mail, return receipt requested to the Managing Agent, if any, or to the President of the Board of Managers, if no Managing Agent is employed. The Board of Managers shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection raised.

In the event the Board is so requested by an Owner or the Sponsor exercising any of the rights pursuant to this Article, the Board of Managers shall promptly amend the Declaration at the expense of the Owner or Sponsor to reflect that one or more Units now constitute a single Unit and shall record such amendment in the Office of the Register of the City of New York, New York County.

(c) The provisions of this Article may not be added to, amended, modified or deleted without the prior written consent of the Sponsor or its designee for so long as the Sponsor owns one (1) or more Units or without the prior written consent of all Unit Owners.

TWENTIETH: *Utilities.* Electricity consumed in, on or to the Common Elements shall be paid for by the Board of Managers as items of common expense. Each Unit shall be individually metered for electricity and gas and the expense of electricity and gas consumed within the Unit shall be paid for by the Owner of said Unit.

TWENTY-FIRST: *Sponsor Control; College Purchaser Control.* Notwithstanding any other provisions of this Declaration, including Article Eleventh, the Declaration and By-Laws may not be amended to eliminate any rights expressly granted to the Sponsor without the Sponsor's express written consent. For a maximum of five (5) years from the date of the first closing of title to a Unit so long as the Sponsor continues to own or hold an interest in eighty-five (85%) percent or more in number of the Units, the Sponsor's prior written consent shall be required to take any action to (a) make capital additions or improvements; (b) increase or decrease the level of services (without regard to cost of said services) over those provided in the prior year's operating budget; (c) establish additional reserve funds or (d) borrow money, unless the cost of such actions, when added to all other budgeted expenses, shall not result in increasing the Common Charges for any year of operation by more than five (5%) percent above the previous year's Common Charges.

Sponsor or its designee shall have the right to vote all of the Common Interests attributable to Units owned by Sponsor. The right of the Sponsor to elect a majority of the Board will end on the sooner to occur of (a) the closing with respect to the College Units, (b) the second (2^{nd}) anniversary of the First Closing or (c) the closing of title under this Plan to seventy-five (75%) percent of the Units in number and in aggregate Common Interests appurtenant to all Units. Thereafter, for so long as the Sponsor owns one or more Unsold Units, Sponsor or its designee shall have the right to elect one (1) member of the Board. Until such time as the College Purchaser ceases to own the College Units, the College Purchaser shall elect a majority of the members of the Board of Managers. The College Purchaser shall, through its control of the Board, be able to control the maintenance and operation of, and the services to be provided by the Condominium and will determine the Common Charges to be paid by all Unit Owners.

In addition, until the College Purchaser ceases to own the College Units, the Board of Managers may not, without the College Purchaser's prior written consent:

(a) make capital additions or improvements (unless required by law);

(b) increase or decrease the level of services (without regard to the cost of said services) over those provided in the prior year's operating budget;

(c) establish additional reserve funds;

(d) borrow money, unless the cost of such borrowing, when added to all other budgeted expenses, shall not result in increasing the Common Charges for any year of operation by more than five (5%) percent above the previous year's Common Charges. (See "Control by the Sponsor" and "Rights and Obligations of Sponsor" for further details.); or

(e) enter into any contract with any managing agent with respect to the management of the Condominium.

The College Purchaser shall, through its control of the Board, be able to control the maintenance and operation of, and the services to be provided by the Condominium and will determine the Common Charges to be paid by all Unit Owners.

TWENTY-SECOND: *Invalidity*. Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order of a court of competent jurisdiction shall in no way affect any of the remaining part or parts hereof and the same shall continue in full force and effect.

110TH STREET EQUITIES, LLC

By:_____

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

On the _____ day of _____, in the year 2006, 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 executed the same in his capacity _____ and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

EXHIBIT "A"

The Condominium Unit (the "Unit") known as Unit No. _____ in the building designated as the Cathedral Gardens Condominium in the Declaration establishing a plan for Condominium Ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "'New York Condominium Act"), dated the _____ day of _____, 200_, recorded in the Office of the Register of New York, New York County (the "Register's Office") in Reel Page _____, and 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 of said building, certified by _____, Architect, on _____ and filed in the City Register's Office on _____, as Map No. _____.

TOGETHER with an undivided _____% interest in the Common Elements.

The premises within which the Unit is located are more particularly described as follows:

LEGAL DESCRIPTION – TO BE SUPPLIED

EXHIBIT "B" TO THE DECLARATION OF
CATHEDRAL GARDENS CONDOMINIUM

DEFINITIONS

(1) "Building" means the Building located at 352 Cathedral Parkway, New York, New York, which contains the Units and Common Elements.

(2) "By-Laws" shall mean the By-Laws of the Condominium, which are annexed as Exhibit D to this Declaration, as the same may be amended from time to time pursuant to the terms thereof.

(3) "College Common Elements" shall mean those Common Elements which are to be used by all of the owners of the College Units in common and the air space and development rights above the South Tower.

(4) "College Limited Common Elements" shall mean each of the balconies and terraces to which there is direct and exclusive access from the interior of a College Unit and which are for the exclusive use of such College Unit.

(5) "Community Facility Units" shall mean the Units of the Building used exclusively for Community Facility use.

(6) "Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), to meet the Common Expenses.

(7) "Common Elements" shall mean those certain portions of the land and the building (other than the Units), either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in Article Sixth of this Declaration.

(8) "Common Expense" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to this Declaration and/or the By-Laws in connection with; (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve or a reserve fund for working capital, for replacements with respect to the Common Elements or to make up any deficit in the Common Charges for any prior year(s); (iii) the purchase, lease, or sublease by the Board of Managers or its designee, corporate or otherwise, of any Unit whose Owner has elected to sell, lease, transfer, or convey the same or that is to be sold at a foreclosure or other sale; and (iv) generally, the conduct of the affairs of the Condominium.

(9) "Common Interest" shall mean the undivided percentage interest of each Unit in the Common Elements.

(10) "Condominium" shall mean the Cathedral Gardens Condominium, which was established pursuant to the terms of this Declaration and is to be governed pursuant to the terms of the Bylaws.

(11) "Condominium Act" shall mean Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

(12) "Condominium Documents" shall mean this Declaration, the By-Laws and the Rules and Regulations.

(13) "First Closing" shall mean the first date upon which title to one of the Residential Units is conveyed to a purchaser pursuant to the terms of the Plan.

(14) "Floor Plans" shall mean the floor plans of the Units certified by Rothzeid, Kaiserman, Thompson & Bee, P.C., and filed in the Register's Office simultaneously with the recording of this Declaration, together with any supplemental floor plans thereto.

(15) "General Common Elements" shall mean those Common Elements which are to be used by all Unit Owners in common and generally includes all Common Elements except the Limited Common Elements.

(16) "Land" shall mean all that certain tract, plot, piece and parcel of land situate, lying and being in the City, County and State of New York, as more particularly described in Exhibit A to this Declaration.

(17) "Limited Common Elements" shall mean those areas of the Building forming a part of the Common Elements that enclose the Unit or are to be used exclusively by the Unit Owner and those facilities contained therein or elsewhere in the Building which service only the Unit.

(18) "Non-College Common Elements" shall mean those Common Elements which are to be used by all of the owners of the Non-College Units in common.

(19) "Non-College Limited Common Elements" shall mean each of the balconies and terraces to which there is direct and exclusive access from the interior of a Non-College Unit and which are for the exclusive use of such Non-College Unit.

(20) "Owner" shall mean the person who holds fee title, of record, to the Unit at the time in question or such Person's designee, or, with the consent of such Person, any transferee, lessee, or sublessee of all such Person's right, title, or interest in or to the Unit or any portion thereof at the time in question.

(21) "Plan" shall mean that certain offering plan for condominium ownership of the Property filed with the Department of law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York.

(22) "Property" shall mean 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.

(23) "Register's Office" shall mean the New York County Office of the Register of the City of New York.

(24) "Rules and Regulations" shall mean the rules and regulations of the Condominium, which are annexed as an addendum to the Bylaws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the Bylaws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the Bylaws.

(25) "Sponsor" shall mean 110th Street Equities, LLC, a New York limited liability company, having an office at 37 West 65th Street, New York, New York 10023.

(26) "Unit" shall have the same meaning as such term is defined in the Condominium Act, and shall refer to the five (5) College Units and the twenty-five (25) Non-College Units. The boundaries of each Unit consist of the area measured horizontally between the outside surface of the exterior masonry wall enclosing each such Unit (and the inside [unexposed] surface of any wall other than an exterior wall or demising wall), to the center line of any demising wall between two adjacent Units, and the area measured vertically from the top of the concrete or plywood subfloor to the unexposed surface of the sheetrock ceiling; however, any Common Elements located within a Unit shall not be considered a part of such Unit.

(27) "Unit Owners" shall mean the owners of any Unit at the time in question.

(28) "Unsold Unit" shall mean any Residential Unit owned by Sponsor or its designee at the time in question.

EXHIBIT "C"

[TO BE COMPLETED]

	Tax Block	Lot Number	Square Footage	Rooms and Baths	Common Area Percentage
1	1845				
2	1845				
3	1845				
4	1845				
5	1845				
6	1845				
7	1845				
8	1845				
9	1845				
10	1845				
11	1845				
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26	1845				
27	1845				
28	1845				
29	1845				
30	1845				
31	1845				

Unit No.	Tax Block	Lot Number	Square Footage	Rooms and Baths	Common Area Percentage
32	1845				
33	1845				
34	1845				
35	1845				
36	1845				
37	1845				
38	1845				
39	1845				
40	1845				
41	1845				
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64	1845				
65	1845				

	Tax Block	Lot Number	Square Footage	Rooms and Baths	Common Area Percentage
66	1845				
67	1845				
68	1845				
69	1845				
70	1845				
CF1	1845				
CF2	1845				

BY-LAWS OF

NON-COLLEGE CONDOMINIUM ASSOCIATION

TODTMAN, NACHAMIE, SPIZZ & JOHNS, P.C.
Attorneys for the Sponsor
425 Park Avenue
New York, New York 10022

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BY-LAWS OF
NON-COLLEGE CONDOMINIUM ASSOCIATION

ARTICLE 1. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. *Definitions.* Except as otherwise provided herein, all of the terms used in these By-Laws not otherwise defined herein shall have the meanings ascribed to them set forth in Exhibit B annexed to the Declaration of Condominium.

Section 2. *Condominium Unit Ownership.* The property located at 352 Cathedral Parkway, in the City, County and State of New York, as specifically set forth in the Declaration and more commonly known as the Cathedral Gardens Condominium, has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

The Sponsor has entered into a contract of sale with Barnard College ("***College Purchaser***") whereby the Sponsor has agreed to sell and the College Purchaser has agreed to purchase three (3) Residential Units known and designated as Units 26 through 28 and the two (2) Community Facility Condominium Units [the aforementioned three (3) Residential Units and the two (2) Community Facility Units are hereinafter collectively referred to herein as the "***College Units***"]. The Residential Units which do not comprise a portion of the College Units are hereinafter collectively referred to as the "***Non-College Units***". The College Units are comprised of (i) eighteen (18) student apartments and (ii) twenty-seven (27) college faculty apartments.

Section 3. *By-Laws Applicability.* The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the Land and the Building and improvements thereon including the Units and the Common Elements and the use and occupancy thereof.

Section 4. *Personal Application.* All present or future Unit Owners, mortgagees and lessees, or their employees, guests, invitees or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of occupancy or use of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified and will be complied with.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM PROXIES AND WAIVERS

Section 1. *Condominium.* The Condominium shall be limited to Unit Owners. The term (i) "Unit Owner" as referred to herein shall be deemed to mean the owners of the Non-College Units, (ii) "Common Elements" as referred to herein shall be demed to mean the Non-College Common Elements, (iii) "Limited Common Elements" as referred to herein shall be demed to mean the Non-College Limited Common Elements.

Section 2. *Voting.* Each Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) shall be entitled to

cast one vote at all Unit Owners' meetings for each .01% of Common Interest attributable to his Unit, but the Board of Managers shall not cast any of its votes for the election of any member to the Board.

Section 3. *Quorum.* So many Unit Owners as shall represent at least fifty-one (51%) percent of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners for the transaction of business if present in person or represented by written proxy, except as otherwise provided by Statute, by the Declaration or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 4. *Vote Required to Transact Business.* When a quorum is present at any meeting, the vote of a majority of the Common Interests represented by the Unit Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provisions of the Declaration, Statute or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. *Right to Vote.* At any meeting of Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. No Unit Owner may vote at any meeting of Unit Owners if the Board of Managers has perfected a lien against such Unit Owner's Unit and the amount necessary to discharge such lien has not been paid prior to such meeting. The Common Interests of all Unit Owners precluded from voting pursuant to this paragraph shall not be counted when computing the aggregate Common Interests for quorum and voting purposes.

Section 6. *Proxies.* All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same is to be used. *A* notation of such proxies shall be made in the minutes of the meeting.

Section 7. *Waiver and Consent.* Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration or of these By-Laws (or by Statute pursuant to any action taken by the Condominium), the meeting and vote of Unit Owners may be dispensed with if all Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. *Place of Meetings.* Meetings shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 9. *Annual Meetings.* Within six (6) months after title to the first Residential Unit is conveyed by the Sponsor, the Sponsor shall call the first annual Unit Owners meeting. At such meeting, the Unit Owners shall elect a new Board of Managers and the former members of the Board shall thereupon resign. Thereafter, annual meetings shall be held on the anniversary of such date in each succeeding year. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Section 10. *Special Meetings.* It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Mangers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary.

Section 11. *Notice of Meetings.* It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record at least ten (10) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 12. *Order of Business.* The order of business at all meetings shall be as follows:

(a) Roll call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of officers
(e) Report of committees
(f) Election of inspectors of election (in the event there is an election)
(g) Election of Managers (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE III. BOARD OF MANAGERS.

Section 1. *Number and* Term. The number of Managers which shall constitute the whole Board shall be three (3) Managers. Until succeeded by the Managers elected at the first annual meeting of Unit Owners, Managers need not be Unit Owners; thereafter all Managers except for Managers appointed by the Sponsor shall be Unit Owners who are in actual occupancy of their Unit and are unrelated to the Sponsor. The Managers shall be elected at the annual meeting of Unit Owners. At the first annual meeting of Unit Owners, the term of two (2) Managers shall be fixed for three (3) years, the term of office of one (1) Manager shall be fixed at two (2) years. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of two (2) years. The Managers shall hold office until their successors have been elected and hold their first meeting.

Sponsor or its designee shall have the right to vote all of the Common Interests attributable to Units owned by Sponsor. The right of the Sponsor to elect a majority of the Board will end on the sooner to occur of (a) the closing with respect to the College Units, (b) the second (2^{nd}) anniversary of the First Closing or (c) the closing of title under this Plan to seventy-five (75%) percent of the Units in number and in aggregate Common Interests appurtenant to all Units. Thereafter, for so long as the Sponsor owns one or more Unsold Units, Sponsor or its designee shall have the right to elect one (1) member of the Board.

Notwithstanding the foregoing, to insure that the Sponsor has a controlling vote on the Board of Managers during its sales and marketing program, the Sponsor shall designate a majority of the members of the Board of Managers as long as it owns more than 25% of the Units in number, and at least one (1) member of the Board so long as it owns one (1) or more Units. Following the earlier of (i) two (2) years from the conveyance of title to the first Residential Unit or (ii) the conveyance of title to

75% in number and aggregate common interest of the Units, the Sponsor will not cast its votes to elect a majority of the new Board of Managers. Members of the Board of Managers designated by the Sponsor need not be Unit Owners.

Section 2. *Vacancy and Replacement.* If the office of any Manager or Managers becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Managers, though less than a quorum, at a special meeting of Managers duly called for this purpose, shall choose a successor or successors, who shall h old office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the Board of Managers who has been designated by the Sponsor, the Sponsor shall have the sole right to choose such successor Manager to fill the unexpired portion of his term.

Section 3. *Removal.* Managers, other than Managers elected by the Sponsor or Sponsor's designee may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Manager, other than a member of the First Board of Managers or a Manager elected or designated by the Sponsor, or the Sponsor's designee, shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner.

Section 4. *First Board of Managers* The first Board of Managers shall consist of three (3) individuals to be appointed by the Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 5. *Powers.*

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration or by these By-Laws directed or required to be exercised or done by the Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

(i) To determine and levy monthly assessments ("Common Charges") to cover the cost of common expenses, payable in advance. The Board of Managers may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Unit Owners, pro rata, according to the formula provided for herein;

(ii) To collect, use and expend the Common Charges and assessments collected to maintain, care for and preserve the Units, Building, and other Common Interests;

(iii) To make repairs, restore or alter any Units or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(iv) To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the Property;

(v) To open bank accounts on behalf of the Condominium, to designate the signatories to such bank accounts;

(vi) To insure and keep insured the Common Elements and Units in accordance with Article VII of these By-Laws;

(vii) To collect delinquent Common Charges and/or assessments by suit or otherwise to abate nuisances and to enjoin or seek damages from the Unit Owners of the Property for violations of the house rules and regulations herein referred to;

(viii) To purchase any Unit at a foreclosure sale on behalf of all the Unit Owners;

(ix) To make reasonable rules and regulations and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Unit Owners when the Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Unit Owner;

(x) To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the power of manager in connection with the matters hereinabove set forth;

(xi) To bring and defend actions by or against one or more Unit Owners and pertinent to the operation of the Condominium. The Board may, in its discretion, fund the cost of any such litigation out of Common Charges and/or assessments. The Board shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration of Condominium and these By-Laws and may fund the cost of any such litigation out of the Common Charges and/or assessments. Without limiting the foregoing, the Board may engage in litigation pertaining to the maintenance and operation of the Common Elements;

(xii) To acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Unit so acquired and to vote as a Unit Owner, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

(xiii) To grant utility or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee;

(xiv) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of at least 66-2/3% in number of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $15,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the owners of said Unit; and

(xv) To act as an agent of each Unit Owner who has given his written authorization 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 all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and charge all such Unit Owners a pro rata share of expenses, disbursements, and legal fees for which charges the Board of Managers shall have a lien pursuant to Article VI of these By-Laws.

(b) The Board of Managers may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) Managers or Unit Owners, at least one of whom shall be a Manager, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business and affairs of the Condominium and may have power to execute all documents which may be required, provided the said resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board as required.

Section 6. Repairs and Maintenance.

(a) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit (other than the General Common Elements, Community Facility Limited Common Elements or Limited Common Elements to the extent provided below), including any additions, alterations and improvements made by the Unit Owner, shall be performed by the Unit Owner at his sole cost and expense;

(ii) in or to the General Common Elements shall be made by the Board of Managers, which need not obtain the approval of Unit Owners or of mortgagees of Units (regardless of the cost thereof), and the cost of the same shall be a Common Expense to all Unit Owners (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such Unit Owner will bear the entire cost thereof);

(iii) in or to the Limited Common Elements shall be performed by the Board as a Common Expense if involving structural or capital expenditures or as an expense to the Unit Owner having direct and exclusive access to such Limited Common Element if involving painting or ordinary repair or maintenance.

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Board or to the Managing Agent any defect or need for repairs for which the Board is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owner or the tenants and occupants of any Units.

(b) If any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the

negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Board of Managers, the entire cost and expense thereof shall be borne by the Board as a Common Expense or as a Common Expense to Unit Owners only, respectively, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair or replace his or her Unit or any portion thereof as required herein.

(c) Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any terrace, roof or other part of the Property exposed to the elements) by the Unit Owner or the Board of Managers, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work that is necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building by (i) the Board, with respect to such parts of the Building required to be maintained by the Board and (ii) each Unit Owner, with respect to the interior and exterior surfaces of terraces, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his or her Unit. The Units may contain any exterior design or improvements permitted by the Unit Owner, subject only to the requirements of law.

(d) Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the General Common Elements shall be made by the Board of Managers and the cost and expense thereof shall constitute a Common Expense to all Unit Owners.

Section 7. Compensation. Managers and officers, as such, shall receive no compensation for their services.

Section 8. Meetings.

(a) The first meeting of each Board newly elected by the Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Managers shall be held at the same place as the Unit Owners meetings, and immediately after the adjournment of same, at which time the date, places and times of regularly scheduled meetings of the Board shall be set.

(b) Regularly scheduled meeting of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days notice to each Manager either personally or by telephone, mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice or on the written request of at least three (3) Managers.

(d) At all meetings of the Board, a majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business. All decisions shall be made by a majority of the Managers present at the meeting. If a quorum shall not be present at any meetings of

Managers, the Managers present thereat may adjourn the meeting from time to time, with out notice other than announcement at the meeting until a quorum shall be present.

(e) Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(f) Managers or members of any committee of the Board of Managers may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the Meeting can hear each other.

Section 9. Annual Statement. The Board of Managers shall furnish to all Unit Owners, their mortgagees and the Department of Law of the State of New York (if and when required by law) and shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the annual Unit Owners meeting.

Section 10. Fidelity, Bonds. The Board of Managers may require that all officers and employees of the Condominium handling or responsible for Cond ominium funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

Section 11. Managing Agent. At its discretion, the Board of Managers may employ for the Condominium a Managing Agent under a term contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, all of the delegable duties of the Board listed in this Article.

Section 12. Liabilities of the Board of Managers and Unit Owners. Any contract, agreement or commitment made by the Board of Managers shall state that it is made by the Board of Managers, as agent for the Unit Owners as a group only and that no member of the Board of Managers nor individual Unit Owners shall be liable as a group under such contract, agreement or commitment but the liability of each Unit Owner shall be limited to such proportion of the total liability thereunder as his Common Interest bears to the Common Interest of all Unit Owners. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for willful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his duties as such member, except acts of willful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however, be limited as to each Unit Owner to such proportion of the total liability thereunder as such Unit Owner's Common Interest bears to the Common Interest of all Unit Owners.

ARTICLE IV. OFFICERS

Section 1. *Elective Officers.* The officers of the Condominium shall be chosen by the Board of Managers and shall be a president, a vice president, a secretary and a treasurer. The Board of Managers may also choose one of more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All officers must be Unit Owners or members of the Board of Managers. Two or more offices may not be held by the same person. The President and the Vice-President of the Board of Managers shall be automatically designated as the representatives of the Non-College Condominium Association to the board of managers of the 352 Cathedral Parkway Condominium Association.

Section 2. *Election.* The Board of Managers at its first meeting after each annual Unit Owners Meeting shall elect a president, a vice president, a secretary and a treasurer. Only the president must be a member of the Board.

Section 3. *Appointive Officers.* The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. *Term.* The officers shall hold office until their successors are chosen and qualify in their stead. Any officers elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. *The President.* The President shall be the chief executive officer of the Condominium; he shall preside at all meetings of the Unit Owners and Managers, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of president of a corporation organized under the Business Corporation law of the State of New York.

Section 6. *The Vice-President.* The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of vice president of a corporation organized under the Business Corporation Law of the State of New York.

Section 7. *The Secretary.* The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President.

Section 8. *The Treasurer.* The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

He shall disburse the funds of the Condominium as he may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Managers, at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Condominium.

He shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Section 9. Agreements, etc. All agreements and other instruments shall be executed on behalf of the Condominium by the President or such other person as may be designated by the Board Managers.

ARTICLE V. NOTICES

Section 1. Definition. Whenever under the provision of the Declaration or of these By-Laws notice is required to be given to the Board of Managers, any Manager or Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, personally or by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Managers, such Manager or Unit Owner at such address as appears on the books of the Condominium.

Section 2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Declaration or by these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. FINANCES

Section 1. Checks. All checks or demands for money and notes of the Condominium shall be signed by the President and such other person or persons as the Board of Managers may from time to time designate.

Section 2. *Assessments.* The Board of Managers shall from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and any supplement to the budget to every Unit Owner and, if requested in writing, to any mortgagee requesting a copy thereof. They shall determine the total required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the Common Elements and other operating expenses as well as charges to cover any deficits from prior years. The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the respective Common Interests appurtenant to such Units. This proration of assessments shall remain constant regardless of the percentage of the building square footage included in each Unit or the Limited Common Elements restricted to the use of the Owner of said Unit.

All of said assessments shall be deemed to be Common Charges and shall be payable in advance as ordered by the Board of Managers.

In the event of a default in the payment of monthly Common Charge assessment by any Unit Owner, the Board, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default, the Board shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make his payment. The Board may charge the delinquent Unit Owner a fee of not more than One Hundred Fifty ($150.00) dollars to cover the additional burden to the Board occasioned by the lack of timely payment. Interest at the highest legal rate may also be collected by the Board on the Common Charge assessment from its due date to the date payment is actually received from the Unit Owner. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments. The Unit Owner agrees to pay promptly when due the monthly and all special assessments assessed against his Unit. Any Unit Owner who fails to pay the monthly assessment imposed by the Condominium to meet any Common Expense shall be liable for any expenses incurred by the Condominium in collecting said monthly Common Charge assessment including interest at the highest legal rate and reasonable attorneys fees. The Board shall take action to collect any Common Charges due from any Unit Owner which remain unpaid 90 days from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339 of the Real Property Law or otherwise.

No Unit Owner shall be liable for any Common Charges which accrue against his Unit subsequent to a sale, transfer or other conveyance by him of his Unit in accordance with these By-Laws and the Declaration. A purchaser of a Unit (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all Common Charges assessed against the Unit and unpaid at the time of the purchase.

Section 3. Foreclosure of Liens for Unpaid Common Charges. The Board shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board to foreclose a lien on the Unit because of unpaid Common Charges. In the event of such purchase, the Board shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Unit. A suit to recover a money judgment for unpaid common charges shall also be obtainable separately without waiving the lien on the Unit.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the Building including all of the Units (but not including furniture, furnishings or other personal property supplied or installed by Unit Owners), together with all heating, air conditioning and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as its interest may appear, in an amount equal to not less than 80% of the replacement value of the Building. Each of such policies 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 Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds

thereof, if $100,000 or less, shall be payable to the Board of Managers, and if more then $100,000 shall be payable to the Insurance Trustee. The Board of Managers is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insureds or any Unit Owners and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, 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 fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all of the Common Elements appurtenant thereto, for the purpose of determining the amount of fire insurance to be required pursuant to this Section.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the Managing Agent and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be in a single limit of not less than $1,000,000 covering all claims for bodily injury and for property damage arising out of one occurrence. Such public liability insurance shall commence on the closing of title to the first Residential Unit.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Section 2. *The Insurance Trustee.* The Insurance Trustee shall be a bank or trust company located in the State of New York designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns, fails to qualify or is replaced by the Board of Managers, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York.

Section 3. *Restoration or Reconstruction After Fire or Other Casualty.* In the event of damage to or destruction of the Buildings as a result of fire or other casualty (unless 75% or more of the Units are destroyed or substantially damaged and 75% or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all 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 Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If 75% or more of the Units are destroyed or substantially damaged and 75% or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition by the commencement of such appropriate legal proceeding by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of the insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3 and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interest, after paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

ARTICLE VIII. USE OF UNITS.

Each Residential Unit may be used for any residential purposes only; however, any Unit may be used for any home occupation permitted by law which does not violate the Certificate of Occupancy covering such Unit..

A Unit may be owned by an individual, corporation, partnership, fiduciary or any other entity. Each and every owner and occupant of a Residential Unit and their guests must comply with the House Rules and Regulations, as they may be amended from time to time. The Units, other than the College Units, may not be leased for transient residency (i.e., less than six months) or for any illegal purposes.

No portion of a Residential Unit (other than the entire Unit) may be sold, conveyed, leased or subleased.

Pursuant to that certain Land Disposition Agreement date as of June 27, 2003 by and between the City of New York and the Sponsor with respect to the property [***"LDA"***], the Community Facility Units must be utilized as community space (e.g., as a day care center, school, medical office, etc.). The Condominium Board will have no right to restrict or limit the uses of the Community Facility Units provided such uses are in compliance with the LDA and otherwise in compliance with law. The Community Facility Units, or any part thereof, may be used for purposes which are inconsistent with residential uses, including uses which may cause excessive noise, heavy traffic and/or odors. The Community Facility Units may be subdivided into two or more uses. The Board of Managers and Residential Unit Owners do not have the right of approval over the use or any changes in the use of the Community Facility Units or any part thereof.

The Sponsor may, without the permission of the Board, use any unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to compliance with applicable governmental laws and regulations.

ARTICLE IX. HOUSE RULES.

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the Units and the conduct of all occupants thereof.

Section 1. Owners of a Unit, members of their families, their employees, licensees and guests shall not use or permit the use of the Unit in any manner which would be illegal or disturbing or a nuisance to other Unit Owners, or in such a way as to be injurious to the reputation of the Condominium.

Section 2. The Common Elements shall not be obstructed, littered, defaced or misused in any manner, except as provided for herein.

Section 3. Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

Section 4. (a) Every Unit Owner must perform promptly all maintenance and repair work he is required to do to the interior and exterior of his Unit and to portions of the Common Elements irrevocably restricted to his use pursuant to the provisions of the Declaration and these By-Laws which, if omitted, would affect the Condominium, in its entirety or in a part belonging to other Unit Owners or the Building, said Unit Owner being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations, shall be at the Unit Owner's expense.

Section 5. (a) Each Unit Owner shall keep his Unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

(b) No radio or television aerial shall be attached to or hung from the exterior of the Unit except such as shall have been approved in writing by the Board of Managers or the Managing Agent; nor shall anything be projected from any window of the Building without similar approval.

(c) No Unit Owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

(d) No Residential Unit Owner shall make or permit any disturbing noises in his Unit, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or a radio or television set or other loud speaker in such Owner's Unit between the hours of 12:00 midnight and the following 7:00 a.m., if the same shall disturb or annoy other occupants of the Building and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 9:00 a.m.

(e) It is prohibited to hang garments, rugs, etc., from the windows or from the Building or to string clotheslines on or over the Common Elements (including any irrevocably restricted areas).

(f) No one shall ride mopeds or skateboards on any portions of the Common Elements.

(g) No birds, animals or reptiles of any kind shall be raised or bred in any Unit. No birds, animals or reptiles, except dogs and cats, shall be permitted in any Unit unless the same shall have been first expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or the Managing Agent in their sole discretion. No pet shall be permitted on the Common Elements, including dogs, cats or other household pets, unless carried or on a leash.

(h) Roof-top areas of the Building shall not be used by any Unit Owners, occupants, guests, servants, employees, agents or invitees, at any tune for any purpose, except with the consent of the Board of Managers for repair or maintenance purposes only.

(i) Each Unit Owner shall comply with all requirements of law and regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "non-recyclable" materials. The Board may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by Unit Owners for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board may also establish other regulations regarding recycling of trash. Any costs incurred by the Board in enforcing these regulations against a Unit Owner, including any fines, penalties or legal fees, may be assessed against the offending Unit Owner and the Board shall have a lien against the Unit for payment of such assessment.

The provisions set forth above shall not be applicable to the Sponsor. The Sponsor, its nominees and agents, shall have the right to maintain sales offices in and about the Condominium, including any model Units located within the Building -and shall have the right to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective purchasers, to utilize the Common Elements, and, without limitation, to do any and all things necessary and incident to the sale of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

The Sponsor shall have the right to continue to employ signs of its choice in, on or upon any areas of the Condominium in its efforts to sell the Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. The last two paragraphs of this Article IX may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one or more unsold Units.

ARTICLE X. CHANGES TO CONDOMINIUM.

(a) Except to the extent prohibited by law, the Sponsor or its designee (as to Unsold Units) shall have the right, without the vote or consent of the Board of Managers to: (a) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Units; (b) change the layout of, or number of rooms from time to time; (c) change the size and/or number of Units by subdividing one or more Units (including those resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between any Units, or otherwise; and (d) if appropriate, reapportion among the Units affected by such change in size or number pursuant to the preceding clause (c) their percentage interests in the Common Elements; provided, however, that the percentage interest in the Common Elements of any other Units (other than Unsold Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto and, provided further, that the Sponsor or its designee or Unit Owners, as the case may be, shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. Notwithstanding the other provisions of this Article, no reapportionment of the interest in the Common Elements shall occur unless and until a written certificate is delivered to the Board of Managers stating that the percentage interest of the respective Units in the Common Elements, immediately after such reapportionment, will be based upon floor space (subject to the location of such space) and the additional factors of relative value of that space to other space in the Condominium, uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered, at the Sponsor's election, by the Sponsor, the Managing Agent of the Condominium or any other person or entity reasonably acceptable to the Board of Managers.

If the number of rooms in an Unsold Unit is changed, or the size and/or number of Unsold Unit is changed (whether as a result of a subdivision or combination of Units or alteration of boundary walls between Unsold Units, or otherwise) and the appurtenant percentage interest in the Common Elements is reapportioned as a result thereof, all in accordance with the provisions of this Article, then the Sponsor or its designee is hereby appointed the attorney-in-fact of the Board of Managers to execute, or (on its request) may require any other Unit Owner or the Board of Managers or officers to execute, and record in the Office of the Register of the City of New York, New York County, an amendment to the Declaration (together with such other documents as the Sponsor or its designee deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Unit or in the size and/or number of Unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests in the Common Elements.

(b) Except as provided in these By-Laws and the Declaration, a Unit Owner may not make any structural alterations to the Unit or any part of the Common Elements without the prior written consent of the Board of Managers. A Unit Owner shall not make structural modifications to the Unit or other alterations which would impair the structural soundness of the Unit without the written consent of the Board of Managers or its designated Managing Agent. Consent may be requested through the Managing Agent, if any, or through the President of the Board of Managers, if no Managing Agent is employed. The Board of Managers shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean there is no objection to the proposed modification or alteration. The Board of Managers may condition such consent upon its receipt of an agreement, in form and substance satisfactory to the Board, executed by the Unit Owner, setting forth the work to be done and the estimated cost thereof and agreeing to comply with all applicable laws and regulations and

to hold the Board of Managers and all of the other Unit Owners safe and harmless from any costs, damages or expenses of any kind or nature whatsoever arising, directly or indirectly out of such alteration. In making any permitted modification or alteration, the Unit Owner shall comply with all applicable laws and regulations and obtain such permits as may be required.

(c) The owner or owners of any two or more Units, which Units are the only Units serviced or benefited by any Common Element adjacent or appurtenant to such Units (for example, that portion at the end of any hallway which is directly adjacent to any such Units located on opposite sides of such hallway) shall, with the consent of the Board (which consent shall not be unreasonably withheld or delayed), have the exclusive right of use of such Common Elements as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) provided such owner or owners agree, at his or their sole cost and expense, to (a) be responsible for the operation, maintenance and repair of such Common Elements for so long as such owner or owners exercise such exclusive right of use, and (b) restore such Common Element to its original condition, reasonable wear and tear excepted, after such owner or owners cease to exercise such exclusive right of use. The Sponsor or its designated successors shall have these rights as to any Unsold Units without the necessity of obtaining the consent of the Board.

Consent as required herein may be requested by mailing a letter, certified mail, return receipt requested to the managing agent, if any, or to the President of the Board of Managers, if no Managing Agent is employed. The Board of Managers shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection raised.

In the event it is so requested by a Unit Owner or the Sponsor exercising their rights pursuant to this Article, the Board of Directors shall promptly amend the Declaration at the expense of the Unit Owner or Sponsor, to reflect that one or more Units now constitute a single Unit and shall record such amendment in the Office of the Register of the City of New York.

The provisions of this Article may not be added to, amended, modified or deleted without the prior written consent of the Sponsor or its designee for so long as the Sponsor owns one or more Unsold Units or without the prior written consent of all Unit Owners.

ARTICLE XI. DEFAULT

In the event a Unit Owner does not pay any sums, charges or assessments required to be paid when due, the Board of Managers shall notify the Unit Owner and the mortgagee, if any, of such Unit. In such an instance the Board may, at its sole option, declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such Declaration following a default, the Board shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit, giving the Unit Owner a five (5) day grace period in which to make his payment. The Board may charge the delinquent Unit Owner a fee of not more than One Hundred Fifty ($150.00) Dollars to cover the additional burden to the Board occasioned by the lack of timely payment. Interest at the highest legal rate may be collected by the Board on the Common Charge assessment from its due date to the date payment is actually received from the Unit Owner. If any sum, charge or assessment shall remain unpaid for 90 days after the giving of notice by the Board of Managers, the Board may foreclose the lien encumbering the Unit as a result of the non-payment of the required monies as set forth in the Declaration (subject to the lien of any first mortgage), in the same manner as the foreclosure of a mortgage. In the event the owner of a Unit does not pay the assessment required to

be paid by him within ninety (90) days of its due date, said sum shall bear interest at the highest legal rate from its due date and said Unit Owner shall be liable for the Condominium's reasonable costs and reasonable attorney's fees incurred by it incident to the collection or enforcement of such lien.

Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default, regardless of the harshness of the remedy available to the Condominium and regardless of the availability of other equally adequate legal procedures. It is the intent of all Unit Owners to give the Condominium a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from the Unit Owners and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint.

ARTICLE XII. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment (2) that the amendment shall be approved by sixty-six and 67/100 (66.67%) percent of the Unit Owners in number and Common Interest; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration; however, no amendment shall affect or impair the validity or priority of the Unit Owner's interests and the interests of holders of a mortgage encumbering a Unit or Units..

ARTICLE XIII. SELLING, MORTGAGING AND LEASING UNITS

Section 1. *Selling and Leasing of* Units. No Unit Owner, other than the Sponsor, may convey his Unit or any interest therein by sale or lease except in the manner set forth in this Section. Notwithstanding any other term, condition or provision of these By-Laws to the contrary, for purposes of this Article XIII, the term "Unit" shall be deemed to refer to all condominium units (both College Units and Non-College Units) and the term "Unit Owner" shall be deemed to refer to all owners of condominium units (both College Units and Non-College Units).

Any Unit Owner who receives a bona fide offer for the sale or lease of his Unit and who desires to accept such offer shall give written notice by certified mail, return receipt requested, to the Board of Managers of such offer and such intention, together with the name and address of the proposed purchaser or lessee and a copy of a fully executed contract of sale or lease, together with an offer to sell or lease such Unit to the Board of Managers on the same terms and conditions as contained in such contract or lease. The giving of such notice shall constitute a warranty and representation by the Unit Owner to the Board of Managers that the Unit Owner has received such offer and intends to accept it.

Within thirty (30) days after receipt of such notice, the Board of Managers may elect to purchase or lease such Unit by giving written notice by certified mail, return receipt requested, to such Unit Owner of its intentions to buy or lease such Unit on the same terms and conditions as contained in the contract or lease and as stated in the notice from the Unit Owner. In the event the Board shall elect to purchase or lease such Unit, the closing of title or lease shall be held at the office of the attorneys for the Condominium forty-five (45) days after the giving of notice by the Board of its election to accept said offer. In the event the Unit is being sold, the Unit Owner shall deliver at the closing a duly executed bargain and sale deed with covenant against grantor's acts in form and substance similar to the standard form of the New York Board of Title Underwriters. In the event the Unit is being leased, then at the

closing the Unit Owner shall execute and deliver to the Board the same lease as contained in the notice sent by the Unit Owner.

In the event the Board shall fail to accept said offer as aforesaid, the Unit Owner shall be free to contract to sell or lease such Unit for a period of sixty (60) days after the expiration of the period in which the Board might have accepted such offer, to the offer whose name appears in the notice and on the same terms and conditions as set forth in such notice. In the event of a sale of the Unit resulting from a failure of the Board to accept such offer, the deed conveyed to the purchaser shall provide that the grantee, upon acceptance of the deed assumes all of the provisions of the Declarations and these By-Laws. In the event of a lease of the Unit resulting from a failure of the Board to accept such offer, the lease conveyed to the lessee shall be consistent with the Declaration and these By-Laws, shall be for a term of not less than six (6) months, and shall provide that it may not be modified, amended, extended, assigned or sublet without the prior consent in writing of the Board of Managers. Except as set forth herein, the form of such lease shall be the then current form of apartment lease approved by the Board of Managers. In the event the Unit Owner shall not sell or lease the Unit within such sixty (60) day period, then he shall be again required to comply with all of the terms and provisions of this section before offering the Unit for sale or lease.

In order to purchase or lease any Unit offered for sale or lease in accordance with this section, the affirmative vote of at least 80% of all the Unit Owners cast at a special meeting called by the Board of Managers shall be necessary.

No Unit Owner shall in any event convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until all unpaid Common Charges assessed against his Unit shall have been paid to the Board of Managers; provided, however, the provisions of this sentence shall not apply to a mortgage of any or all of the College Units by the owner of the College Units. However, such unpaid Common Charges can be paid out of the proceeds from sale of a Unit or by the purchaser. Further, a Unit Owner may convey his Unit and his Common Interest appurtenant thereto to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common Charge thereafter accruing against such Unit.

Any sale or lease of any Unit in violation of this section shall be voidable at the election of the Board. Notwithstanding the foregoing, the provisions of this Article XIII shall not apply to the leasing of individual condominium units by the owner of the College Units.

In the event that the Board shall elect to purchase or lease any such Unit, the Board may thereupon assess all other Unit Owners for the cost of such purchase or lease. Such assessment shall be a Common Charge apportioned among the other Unit Owners, pro-rata, according to the respective Common Interest appurtenant to the Units owned by such Unit Owners and shall be payable by them within thirty (30) days of the notice of such assessment.

In the event the Board shall not elect to purchase or lease any such Unit in accordance with the provisions of this section, then, on the request of the Unit Owner offering such Unit for sale or lease, the Board shall issue a written statement attesting to the fact that such offer was made and declined by the Board and including therein the terms and conditions of such offer.

The provisions of this section shall not apply to the acquisition or sale of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall,

however, apply to any purchaser from such mortgagee. The provisions of this section shall not apply to a Unit owned by the Sponsor or its designee until a deed to such Unit has been delivered to a purchaser thereof. The provisions of this section shall not apply to any Community Facility Unit.

Whenever the term "Unit" is referred to in this section it shall include the Unit, the Unit Owner's undivided interest in the Common Elements and the Unit Owner's interest in the Units acquired by the Board of Managers.

Section 2. *Waiver of Partition Rights.* The Unit Owners waive all of their voting rights concerning partition respecting any Unit acquired by the Board of Managers in accordance with this Article.

Section 3. *Mortgaging of Units.* No Unit Owner shall mortgage his Unit except by a mortgage loan granted by a federal or state savings and loan association, savings or Community Facility bank, life insurance company, pension fund, trust company, agency of the United States Government or of the City or State of New York or other similar institutional lender or a purchase money mortgage loan granted by the Seller.

Section 4. *Gifts, etc.* Any Unit Owner may convey or transfer his Unit by gift during his lifetime or devise his Unit by will or pass the same by intestacy, without restriction.

ARTICLE XIV. CONDEMNATION

In the event all of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $100,000 and to the Board of Managers if the award is $100,000 or less, to be distributed, in accordance with Section 3 of Article VII hereof, to the Unit Owners pro rata according to their respective Common Interests appurtenant to the Units owned by such Unit Owners.

ARTICLE XV. MISCELLANEOUS.

Section 1. *Insurance.* Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in his Unit which will increase the insurance rates on his Unit or any other Unit or on the Common Elements.

Section 2. *Severability.* Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 3 *Notice to Condominium.* A Unit Owner who mortgages his Unit, shall notify the Condominium through the Managing Agent, if any, or the President of the Board of Managers in the event there is no managing agent, of the name and address of his mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Units".

Section 4. *Notice of Unpaid Assessment.* The Board of Managers shall, at the request of a mortgagee of a Unit, report any unpaid assessments due from the Unit Owners of such Unit.

Section 5. *Examination of Books and Records.* Unit Owner or his representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month

Section 6. *Construction.* Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Section 7. *Sponsor Control.* Notwithstanding any other provisions of these By-Laws, the By-Laws may not be amended to eliminate any rights expressly granted to the Sponsor without the Sponsor's express written consent. For a maximum of five (5) years from the date of the recording of the Declaration, so long as the Sponsor continues to hold 25% or more in number of the Units, the Sponsor's prior written consent shall be required, if the resulting cumulative financial cost to the Condominium for the year, inclusive of any resulting deficiency or liability, would exceed 20% of the Condominium's prior year operating budget, to take any action to (a) make capital additions or improvements; (b) increase or decrease the level of services (without regard to the cost of said services) over those provided for in the prior year's operating budget; (c) establish additional reserve funds; or (d) borrow money.

Section 8. *Compliance with Article 9-B.* These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

BY-LAWS OF

CATHEDRAL GARDENS CONDOMINIUM ASSOCIATION

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BY-LAWS OF
CATHEDRAL GARDENS CONDOMINIUM

ARTICLE 1. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. *Definitions.* All of the terms used in these By-Laws not otherwise defined herein shall have the meanings ascribed to them set forth in Exhibit B annexed to the Declaration of Condominium.

Section 2. *Condominium Unit Ownership.* The property located at 352 Cathedral Parkway, in the City, County and State of New York, as specifically set forth in the Declaration and more commonly known as the Cathedral Gardens Condominium, has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

The Sponsor has entered into a contract of sale with Barnard College ("***College Purchaser***") whereby the Sponsor has agreed to sell and the College Purchaser has agreed to purchase three (3) Residential Units known and designated as Units 26 through 28 and the two (2) Community Facility Condominium Units [the aforementioned three (3) Residential Units and the two (2) Community Facility Units are hereinafter collectively referred to herein as the "***College Units***"]. The Residential Units which do not comprise a portion of the College Units are hereinafter collectively referred to as the "***Non-College Units***". The College Units are comprised of (i) eighteen (18) student apartments and (ii) twenty-seven (27) college faculty apartments. Accordingly, the College Units constitute a majority of the dwelling units/apartments in the Condominium.

Section 3. *By-Laws Applicability.* The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the Land and the Building and improvements thereon including the Units and the Common Elements and the use and occupancy thereof.

Section 4. *Personal Application.* All present or future Unit Owners, mortgagees and lessees, or their employees, guests, invitees or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of occupancy or use of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified and will be complied with.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM PROXIES AND WAIVERS

Section 1. *Condominium.* The Condominium shall be limited to Unit Owners. "Unit Owner" as referred to herein shall mean all of the owners of each Unit.

Section 2. *Voting.* Each Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) shall be entitled to cast one vote at all Unit Owners' meetings for each .01% of Common Interest attributable to his Unit, but the Board of Managers shall not cast any of its votes for the election of any member to the Board.

Section 3. *Quorum.* So many Unit Owners as shall represent at least fifty-one (51%) percent of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners for the transaction of business if present in person or represented by written proxy, except as otherwise provided by Statute, by the Declaration or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 4. *Vote Required to Transact Business.* When a quorum is present at any meeting, the vote of a majority of the Common Interests represented by the Unit Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provisions of the Declaration, Statute or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. *Right to Vote.* At any meeting of Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. No Unit Owner may vote at any meeting of Unit Owners if the Board of Managers has perfected a lien against such Unit Owner's Unit and the amount necessary to discharge such lien has not been paid prior to such meeting. The Common Interests of all Unit Owners precluded from voting pursuant to this paragraph shall not be counted when computing the aggregate Common Interests for quorum and voting purposes.

Section 6. *Proxies.* All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same is to be used. *A* notation of such proxies shall be made in the minutes of the meeting.

Section 7. *Waiver and Consent.* Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration or of these By-Laws (or by Statute pursuant to any action taken by the Condominium), the meeting and vote of Unit Owners may be dispensed with if all Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. *Place of Meetings.* Meetings shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 9. *Annual Meetings.* Within six (6) months after title to the first Residential Unit is conveyed by the Sponsor, the Sponsor shall call the first annual Unit Owners meeting. At such meeting, the Unit Owners shall elect a new Board of Managers and the former members of the Board shall thereupon resign. Thereafter, annual meetings shall be held on the anniversary of such date in each succeeding year. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Section 10. *Special Meetings.* It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Mangers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary.

Section 11. *Notice of Meetings.* It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record at least ten (10) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 12. *Order of Business.* The order of business at all meetings shall be as follows:

(a) Roll call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of officers
(e) Report of committees
(f) Election of inspectors of election (in the event there is an election)
(g) Election of Managers (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE III. BOARD OF MANAGERS.

Section 1. *Number and* Term. The number of Managers which shall constitute the whole Board shall be five (5) Managers. Until succeeded by the Managers elected at the first annual meeting of Unit Owners, Managers need not be Unit Owners; thereafter all Managers except for Managers appointed by the College Purchaser (as hereinafter defined) shall be Unit Owners. The Prsident and the Vice-President of the board oif managers of the Non-College Condominium Association shall, at all times be members of the Board of Managers. The balance of the Board of Managers shall be appiointed by the College Purchaser and/or its successors, as the case may be. The Managers shall hold office until their successors have been elected and hold their first meeting.

Until such time as the College Purchaser ceases to own the College Units, the College Purchaser shall elect a majority of the members of the Board of Managers.

Section 2. *Vacancy and Replacement.* If the office of any Manager or Managers becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Managers, though less than a quorum, at a special meeting of Managers duly called for this purpose, shall choose a successor or successors, who shall h old office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the Board of Managers who has been designated by the Sponsor, the Sponsor shall have the sole right to choose such successor Manager to fill the unexpired portion of his term.

Section 3. *Removal.* Managers, other than Managers elected by the Sponsor or Sponsor's designee may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Manager, other than a member of the First Board of Managers or a Manager elected or designated by the Sponsor, or

the Sponsor's designee, shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner.

Section 4. *First Board of Managers* The first Board of Managers shall consist of five (5) individuals in the aggregate, three (3) individuals to be appoointed by the College Purchaser and two (2) individuals to be appointed by the Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 5. *Powers.*

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration or by these By-Laws directed or required to be exercised or done by the Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

(i) To determine and levy monthly assessments ("Common Charges") to cover the cost of common expenses, payable in advance. The Board of Managers may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed among the Unit Owners, pro rata, according to the formula provided for herein;

(ii) To collect, use and expend the Common Charges and assessments collected to maintain, care for and preserve the Units, Building, and other Common Interests;

(iii) To make repairs, restore or alter any Units or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(iv) To enter into and upon the Units when necessary and at as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the Property;

(v) To open bank accounts on behalf of the Condominium, to designate the signatories to such bank accounts;

(vi) To insure and keep insured the Common Elements and Units in accordance with Article VII of these By-Laws;

(vii) To collect delinquent Common Charges and/or assessments by suit or otherwise to abate nuisances and to enjoin or seek damages from the Unit Owners of the Property for violations of the house rules and regulations herein referred to;

(viii) To purchase any Unit at a foreclosure sale on behalf of all the Unit Owners;

(ix) To make reasonable rules and regulations and to amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Unit Owners when the

Board has approved them in writing. A copy of such rules and all amendments shall be delivered to each Unit Owner;

(x) To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the power of manager in connection with the matters hereinabove set forth;

(xi) To bring and defend actions by or against one or more Unit Owners and pertinent to the operation of the Condominium. The Board may, in its discretion, fund the cost of any such litigation out of Common Charges and/or assessments. The Board shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration of Condominium and these By-Laws and may fund the cost of any such litigation out of the Common Charges and/or assessments. Without limiting the foregoing, the Board may engage in litigation pertaining to the maintenance and operation of the Common Elements;

(xii) To acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Unit so acquired and to vote as a Unit Owner, offer such Unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

(xiii) To grant utility or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners or any mortgagee;

(xiv) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of Unit Owners owning at least 66-2/3% of the Common Interest in the Condominium, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $15,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the owners of said Unit; and

(xv) To act as an agent of each Unit Owner who has given his written authorization 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 all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and charge all such Unit Owners a pro rata share of expenses, disbursements, and legal fees for which charges the Board of Managers shall have a lien pursuant to Article VI of these By-Laws.

(b) The Board of Managers may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) Managers or Unit Owners, at least one of whom shall be a Manager, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business and affairs of the Condominium and may have power to execute all documents which may be required, provided the said resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of

Managers shall keep regular minutes of their proceedings and shall report the same to the Board as required.

Section 6. Repairs and Maintenance.

(a) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit (other than the General Common Elements, Community Facility Limited Common Elements or Limited Common Elements to the extent provided below), including any additions, alterations and improvements made by the Unit Owner, shall be performed by the Unit Owner at his sole cost and expense;

(ii) in or to the General Common Elements shall be made by the Board of Managers, which need not obtain the approval of Unit Owners or of mortgagees of Units (regardless of the cost thereof), and the cost of the same shall be a Common Expense to all Unit Owners (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such Unit Owner will bear the entire cost thereof);

(iii) in or to the Limited Common Elements shall be performed by the Board as a Common Expense if involving structural or capital expenditures or as an expense to the Unit Owner having direct and exclusive access to such Limited Common Element if involving painting or ordinary repair or maintenance.

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Board or to the Managing Agent any defect or need for repairs for which the Board is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owner or the tenants and occupants of any Units.

(b) If any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Board of Managers, the entire cost and expense thereof shall be borne by the Board as a Common Expense or as a Common Expense to Unit Owners only, respectively, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair or replace his or her Unit or any portion thereof as required herein.

(c) Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any terrace, roof or other part of the Property exposed to the elements) by the Unit Owner or the Board of Managers, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work that is necessary in connection therewith. In addition, the public areas of the

Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building by (i) the Board, with respect to such parts of the Building required to be maintained by the Board and (ii) each Unit Owner, with respect to the interior and exterior surfaces of terraces, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his or her Unit. The Units may contain any exterior design or improvements permitted by the Unit Owner, subject only to the requirements of law.

(d) Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the General Common Elements shall be made by the Board of Managers and the cost and expense thereof shall constitute a Common Expense to all Unit Owners.

Section 7. *Compensation.* Managers and officers, as such, shall receive no compensation for their services.

Section 8. *Meetings.*

(a) The first meeting of each Board newly elected by the Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Managers shall be held at the same place as the Unit Owners meetings, and immediately after the adjournment of same, at which time the date, places and times of regularly scheduled meetings of the Board shall be set.

(b) Regularly scheduled meeting of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days notice to each Manager either personally or by telephone, mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice or on the written request of at least three (3) Managers.

(d) At all meetings of the Board, a majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business. All decisions shall be made by a majority of the Managers present at the meeting. If a quorum shall not be present at any meetings of Managers, the Managers present thereat may adjourn the meeting from time to time, with out notice other than announcement at the meeting until a quorum shall be present.

(e) Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(f) Managers or members of any committee of the Board of Managers may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the Meeting can hear each other.

Section 9. *Annual Statement.* The Board of Managers shall furnish to all Unit Owners, their mortgagees and the Department of Law of the State of New York (if and when required by law) and

shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the annual Unit Owners meeting.

Section 10. Fidelity, Bonds. The Board of Managers may require that all officers and employees of the Condominium handling or responsible for Cond ominium funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

Section 11. Managing Agent. At its discretion, the Board of Managers may employ for the Condominium a Managing Agent under a term contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, all of the delegable duties of the Board listed in this Article.

Section 12. Liabilities of the Board of Managers and Unit Owners. Any contract, agreement or commitment made by the Board of Managers shall state that it is made by the Board of Managers, as agent for the Unit Owners as a group only and that no member of the Board of Managers nor individual Unit Owners shall be liable as a group under such contract, agreement or commitment but the liability of each Unit Owner shall be limited to such proportion of the total liability thereunder as his Common Interest bears to the Common Interest of all Unit Owners. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for willful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a member of the Board of Managers in accordance with his duties as such member, except acts of willful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however, be limited as to each Unit Owner to such proportion of the total liability thereunder as such Unit Owner's Common Interest bears to the Common Interest of all Unit Owners.

ARTICLE IV. OFFICERS

Section 1. Elective Officers. The officers of the Condominium shall be chosen by the Board of Managers and shall be a president, a vice president, a secretary and a treasurer. The Board of Managers may also choose one of more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All officers must be Unit Owners or members of the Board of Managers. Two or more offices may not be held by the same person.

Section 2. Election. The Board of Managers at its first meeting after each annual Unit Owners Meeting shall elect a president, a vice president, a secretary and a treasurer. Only the president must be a member of the Board.

Section 3. Appointive Officers. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office until their successors are chosen and qualify in their stead. Any officers elected or appointed by the Board of Managers may be removed with or without

cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. *The President.* The President shall be the chief executive officer of the Condominium; he shall preside at all meetings of the Unit Owners and Managers, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of president of a corporation organized under the Business Corporation law of the State of New York.

Section 6. *The Vice-President.* The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of vice president of a corporation organized under the Business Corporation Law of the State of New York.

Section 7. *The Secretary.* The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President.

Section 8. *The Treasurer.* The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

He shall disburse the funds of the Condominium as he may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Managers, at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Condominium.

He shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

Section 9. *Agreements,* etc. All agreements and other instruments shall be executed on behalf of the Condominium by the President or such other person as may be designated by the Board Managers.

ARTICLE V. NOTICES

Section 1. *Definition.* Whenever under the provision of the Declaration or of these By-Laws notice is required to be given to the Board of Managers, any Manager or Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, personally or by mail, by depositing the

same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Managers, such Manager or Unit Owner at such address as appears on the books of the Condominium.

Section 2. *Service of Notice-Waiver.* Whenever any notice is required to be given under the provisions of the Declaration or by these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. FINANCES

Section 1. *Checks.* All checks or demands for money and notes of the Condominium shall be signed by the President and such other person or persons as the Board of Managers may from time to time designate.

Section 2. *Assessments.* The Board of Managers shall from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and any supplement to the budget to every Unit Owner and, if requested in writing, to any mortgagee requesting a copy thereof. They shall determine the total required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the Common Elements and other operating expenses as well as charges to cover any deficits from prior years. The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the respective Common Interests appurtenant to such Units. This proration of assessments shall remain constant regardless of the percentage of the building square footage included in each Unit or the Limited Common Elements restricted to the use of the Owner of said Unit.

All of said assessments shall be deemed to be Common Charges and shall be payable in advance as ordered by the Board of Managers.

In the event of a default in the payment of monthly Common Charge assessment by any Unit Owner, the Board, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default, the Board shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make his payment. The Board may charge the delinquent Unit Owner a fee of not more than One Hundred Fifty ($150.00) dollars to cover the additional burden to the Board occasioned by the lack of timely payment. Interest at the highest legal rate may also be collected by the Board on the Common Charge assessment from its due date to the date payment is actually received from the Unit Owner. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments. The Unit Owner agrees to pay promptly when due the monthly and all special assessments assessed against his Unit. Any Unit Owner who fails to pay the monthly assessment imposed by the Condominium to meet any Common Expense shall be liable for any expenses incurred by the Condominium in collecting said monthly Common Charge assessment including interest at the highest legal rate and reasonable attorneys fees. The Board shall take action to collect any Common Charges due from any Unit Owner which remain unpaid 90 days from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339 of the Real Property Law or otherwise.

No Unit Owner shall be liable for any Common Charges which accrue against his Unit subsequent to a sale, transfer or other conveyance by him of his Unit in accordance with these By-Laws and the Declaration. A purchaser of a Unit (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all Common Charges assessed against the Unit and unpaid at the time of the purchase.

Section 3. *Foreclosure of Liens for Unpaid Common Charges.* The Board shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board to foreclose a lien on the Unit because of unpaid Common Charges. In the event of such purchase, the Board shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Unit. A suit to recover a money judgment for unpaid common charges shall also be obtainable separately without waiving the lien on the Unit.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. *Insurance to be Carried by the* Board. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the Building including all of the Units (but not including furniture, furnishings or other personal property supplied or installed by Unit Owners), together with all heating, air conditioning and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as its interest may appear, in an amount equal to not less than 80% of the replacement value of the Building. Each of such policies 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 Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee, and that the net proceeds thereof, if $100,000 or less, shall be payable to the Board of Managers, and if more then $100,000 shall be payable to the Insurance Trustee. The Board of Managers is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insureds or any Unit Owners and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, 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 fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all of the Common Elements appurtenant thereto, for the purpose of determining the amount of fire insurance to be required pursuant to this Section.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the Managing Agent and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be in a single limit of not less than $1,000,000 covering all claims for bodily injury and for property damage arising out of one occurrence. Such public liability insurance shall commence on the closing of title to the first Residential Unit.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Section 2. *The Insurance Trustee.* The Insurance Trustee shall be a bank or trust company located in the State of New York designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns, fails to qualify or is replaced by the Board of Managers, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York.

Section 3. *Restoration or Reconstruction After Fire or Other Casualty.* In the event of damage to or destruction of the Buildings as a result of fire or other casualty (unless 75% or more of the Units are destroyed or substantially damaged and Unit Owners owning at least 75% of the Common Interest in the Condominium do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all 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 Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If 75% or more of the Units are destroyed or substantially damaged and 75% or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition by the commencement of such appropriate legal proceeding by any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of the insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3 and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interest, after paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

ARTICLE VIII. USE OF UNITS.

Each Residential Unit may be used for any residential purposes only; however, any Unit may be used for any home occupation permitted by law which does not violate the Certificate of Occupancy covering such Unit..

A Unit may be owned by an individual, corporation, partnership, fiduciary or any other entity. Each and every owner and occupant of a Residential Unit and their guests must comply with the House Rules and Regulations, as they may be amended from time to time. The Units, other than the College Units, may not be leased for transient residency (i.e., less than six months) or for any illegal purposes.

No portion of a Residential Unit (other than the entire Unit) may be sold, conveyed, leased or subleased.

Pursuant to that certain Land Disposition Agreement date as of June 27, 2003, by and between the City of New York and the Sponsor with respect to the property ["***LDA***"], the Community Facility Units must be utilized as community space (e.g., as a day care center, school, medical office, etc.). The Condominium Board will have no right to restrict or limit the uses of the Community Facility Units provided such uses are in compliance with the LDA and otherwise in compliance with law. The Community Facility Units, or any part thereof, may be used for purposes which are inconsistent with residential uses, including uses which may cause excessive noise, heavy traffic and/or odors. The Community Facility Units may be subdivided into two or more uses. The Board of Managers and Residential Unit Owners do not have the right of approval over the use or any changes in the use of the Community Facility Units or any part thereof.

The Sponsor may, without the permission of the Board, use any unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to compliance with applicable governmental laws and regulations.

ARTICLE IX. HOUSE RULES.

In addition to the other provisions of these By-Laws, to the extent applicable, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the Units and the conduct of all occupants thereof.

Section 1. Owners of a Unit, members of their families, their employees, licensees and guests shall not use or permit the use of the Unit in any manner which would be illegal or disturbing or a nuisance to other Unit Owners, or in such a way as to be injurious to the reputation of the Condominium.

Section 2. The Common Elements shall not be obstructed, littered, defaced or misused in any manner, except as provided for herein.

Section 3. Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

Section 4. (a) Every Unit Owner must perform promptly all maintenance and repair work he is required to do to the interior and exterior of his Unit and to portions of the Common Elements irrevocably restricted to his use pursuant to the provisions of the Declaration and these By-Laws which, if omitted, would affect the Condominium, in its entirety or in a part belonging to other Unit Owners or the Building, said Unit Owner being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations, shall be at the Unit Owner's expense.

Section 5. (a) Each Unit Owner shall keep his Unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

(b) No radio or television aerial shall be attached to or hung from the exterior of the Unit except such as shall have been approved in writing by the Board of Managers or the Managing Agent; nor shall anything be projected from any window of the Building without similar approval.

(c) No Unit Owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

(d) No Residential Unit Owner shall make or permit any disturbing noises in his Unit, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or a radio or television set or other loud speaker in such Owner's Unit between the hours of 12:00 midnight and the following 7:00 a.m., if the same shall disturb or annoy other occupants of the Building and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 9:00 a.m.

(e) It is prohibited to hang garments, rugs, etc., from the windows or from the Building or to string clotheslines on or over the Common Elements (including any irrevocably restricted areas).

(f) No one shall ride mopeds or skateboards on any portions of the Common Elements.

(g) No birds, animals or reptiles of any kind shall be raised or bred in any Unit. No birds, animals or reptiles, except dogs and cats, shall be permitted in any Unit unless the same shall have been first expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or the Managing Agent in their sole discretion. No pet shall be permitted on the Common Elements, including dogs, cats or other household pets, unless carried or on a leash.

(h) Roof-top areas of the Building shall not be used by any Unit Owners, occupants, guests, servants, employees, agents or invitees, at any time for any purpose, without the prior written

consent of the Board of Managers; provided, however, that the College Purchaser (and/or its successor, as the case may be) may use the roof of the south tower of the Condominium for any lawful purpose.

(i) Each Unit Owner shall comply with all requirements of law and regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "non-recyclable" materials. The Board may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by Unit Owners for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board may also establish other regulations regarding recycling of trash. Any costs incurred by the Board in enforcing these regulations against a Unit Owner, including any fines, penalties or legal fees, may be assessed against the offending Unit Owner and the Board shall have a lien against the Unit for payment of such assessment.

The provisions set forth above shall not be applicable to the Sponsor. The Sponsor, its nominees and agents, shall have the right to maintain sales offices in and about the Condominium, including any model Units located within the Building -and shall have the right to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective purchasers, to utilize the Common Elements, and, without limitation, to do any and all things necessary and incident to the sale of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

The Sponsor shall have the right to continue to employ signs of its choice in, on or upon any areas of the Condominium in its efforts to sell the Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. The last two paragraphs of this Article IX may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one or more unsold Units.

ARTICLE X. CHANGES TO CONDOMINIUM.

(a) Except to the extent prohibited by law, the Sponsor or its designee (as to Unsold Units) shall have the right, without the vote or consent of the Board of Managers to: (a) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Units; (b) change the layout of, or number of rooms from time to time; (c) change the size and/or number of Units by subdividing one or more Units (including those resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between any Units, or otherwise; and (d) if appropriate, reapportion among the Units affected by such change in size or number pursuant to the preceding clause (c) their percentage interests in the Common Elements; provided, however, that the percentage interest in the Common Elements of any other Units (other than Unsold Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto and, provided further, that the Sponsor or its designee or Unit Owners, as the case may be, shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. Notwithstanding the other provisions of this Article, no reapportionment of the interest in the Common Elements shall occur unless and until a written certificate is delivered to the Board of Managers stating that the percentage interest of the respective Units in the Common Elements, immediately after such reapportionment, will be based upon floor space (subject to the location of such

space) and the additional factors of relative value of that space to other space in the Condominium, uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered, at the Sponsor's election, by the Sponsor, the Managing Agent of the Condominium or any other person or entity reasonably acceptable to the Board of Managers.

If the number of rooms in an Unsold Unit is changed, or the size and/or number of Unsold Unit is changed (whether as a result of a subdivision or combination of Units or alteration of boundary walls between Unsold Units, or otherwise) and the appurtenant percentage interest in the Common Elements is reapportioned as a result thereof, all in accordance with the provisions of this Article, then the Sponsor or its designee is hereby appointed the attorney-in-fact of the Board of Managers to execute, or (on its request) may require any other Unit Owner or the Board of Managers or officers to execute, and record in the Office of the Register of the City of New York, New York County, an amendment to the Declaration (together with such other documents as the Sponsor or its designee deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Unit or in the size and/or number of Unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests in the Common Elements.

(b) Except as provided in these By-Laws and the Declaration, a Unit Owner may not make any structural alterations to the Unit or any part of the Common Elements without the prior written consent of the Board of Managers. A Unit Owner shall not make structural modifications to the Unit or other alterations which would impair the structural soundness of the Unit without the written consent of the Board of Managers or its designated Managing Agent. Consent may be requested through the Managing Agent, if any, or through the President of the Board of Managers, if no Managing Agent is employed. The Board of Managers shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean there is no objection to the proposed modification or alteration. The Board of Managers may condition such consent upon its receipt of an agreement, in form and substance satisfactory to the Board, executed by the Unit Owner, setting forth the work to be done and the estimated cost thereof and agreeing to comply with all applicable laws and regulations and to hold the Board of Managers and all of the other Unit Owners safe and harmless from any costs, damages or expenses of any kind or nature whatsoever arising, directly or indirectly out of such alteration. In making any permitted modification or alteration, the Unit Owner shall comply with all applicable laws and regulations and obtain such permits as may be required.

(c) The owner or owners of any two or more Units, which Units are the only Units serviced or benefited by any Common Element adjacent or appurtenant to such Units (for example, that portion at the end of any hallway which is directly adjacent to any such Units located on opposite sides of such hallway) shall, with the consent of the Board (which consent shall not be unreasonably withheld or delayed), have the exclusive right of use of such Common Elements as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) provided such owner or owners agree, at his or their sole cost and expense, to (a) be responsible for the operation, maintenance and repair of such Common Elements for so long as such owner or owners exercise such exclusive right of use, and (b) restore such Common Element to its original condition, reasonable wear and tear excepted, after such owner or owners cease to exercise such exclusive right of use. The Sponsor or its designated successors shall have these rights as to any Unsold Units without the necessity of obtaining the consent of the Board.

Consent as required herein may be requested by mailing a letter, certified mail, return receipt requested to the managing agent, if any, or to the President of the Board of Managers, if no Managing Agent is employed. The Board of Managers shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection raised.

In the event it is so requested by a Unit Owner or the Sponsor exercising their rights pursuant to this Article, the Board of Directors shall promptly amend the Declaration at the expense of the Unit Owner or Sponsor, to reflect that one or more Units now constitute a single Unit and shall record such amendment in the Office of the Register of the City of New York.

The provisions of this Article may not be added to, amended, modified or deleted without the prior written consent of the Sponsor or its designee for so long as the Sponsor owns one or more Unsold Units or without the prior written consent of all Unit Owners.

ARTICLE XI. DEFAULT

In the event a Unit Owner does not pay any sums, charges or assessments required to be paid when due, the Board of Managers shall notify the Unit Owner and the mortgagee, if any, of such Unit. In such an instance the Board may, at its sole option, declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such Declaration following a default, the Board shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit, giving the Unit Owner a five (5) day grace period in which to make his payment. The Board may charge the delinquent Unit Owner a fee of not more than One Hundred Fifty ($150.00) Dollars to cover the additional burden to the Board occasioned by the lack of timely payment. Interest at the highest legal rate may be collected by the Board on the Common Charge assessment from its due date to the date payment is actually received from the Unit Owner. If any sum, charge or assessment shall remain unpaid for 90 days after the giving of notice by the Board of Managers, the Board may foreclose the lien encumbering the Unit as a result of the non-payment of the required monies as set forth in the Declaration (subject to the lien of any first mortgage), in the same manner as the foreclosure of a mortgage. In the event the owner of a Unit does not pay the assessment required to be paid by him within ninety (90) days of its due date, said sum shall bear interest at the highest legal rate from its due date and said Unit Owner shall be liable for the Condominium's reasonable costs and reasonable attorney's fees incurred by it incident to the collection or enforcement of such lien.

Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default, regardless of the harshness of the remedy available to the Condominium and regardless of the availability of other equally adequate legal procedures. It is the intent of all Unit Owners to give the Condominium a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from the Unit Owners and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint.

ARTICLE XII. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment, (2) that the amendment shall be approved Unit Owners owning at least sixty-six and 67/100 (66.67%) percent of the Common Interest in the Condominium and (3) said amendment shall be set forth in a duly recorded

amendment to the Declaration; however, no amendment shall affect or impair the validity or priority of the Unit Owner's interests and the interests of holders of a mortgage encumbering a Unit or Units.

ARTICLE XIII. INTENTIONALLY DELETED.

ARTICLE XIV. CONDEMNATION

In the event all of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $100,000 and to the Board of Managers if the award is $100,000 or less, to be distributed, in accordance with Section 3 of Article VII hereof, to the Unit Owners pro rata according to their respective Common Interests appurtenant to the Units owned by such Unit Owners.

ARTICLE XV. MISCELLANEOUS.

Section 1. *Insurance.* Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in his Unit which will increase the insurance rates on his Unit or any other Unit or on the Common Elements.

Section 2. *Severability.* Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 3 *Notice to Condominium.* A Unit Owner who mortgages his Unit, shall notify the Condominium through the Managing Agent, if any, or the President of the Board of Managers in the event there is no managing agent, of the name and address of his mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Units".

Section 4. *Notice of Unpaid Assessment.* The Board of Managers shall, at the request of a mortgagee of a Unit, report any unpaid assessments due from the Unit Owners of such Unit.

Section 5. *Examination of Books and Records.* Unit Owner or his representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month

Section 6. *Construction.* Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Section 7. *INTENTIONALLY DELETED.*

Section 8. *Compliance with Article 9-B.* These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

110TH STREET EQUITIES LLC
37 West 65th Street
New York, New York 10023

December 3, 2004

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

Re: 110th Street Equities LLC
Cathedral Parkway Condominium
352 Cathedral Parkway
New York, New York

Dear Sir or Madam:

The undersigned certify as follows:

We are the Sponsor and the principals of the 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 Attorney General in Part 20 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 making this certification. We jointly and severally certify that the offering plan does, and that all 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 form 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, suppressions, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth or (d) did not have knowledge concerning the representations or statements made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

110TH STREET EQUITIES LLC

By: _____
Robert Ezrapour, Manager

By: _____
Ken Haron, Manager

By: _____
Eytan Benyamin, Manager

PRINCIPALS OF SPONSOR:

_____
ROBERT EZRAPOUR

_____
KEN HARON

_____
EYTAN BENYAMIN

_____
YOAV HARON

Sworn to and subscribed before me this 3rd day of December, 2004

_____
Notary Public

EVAN KASHANIAN
Notary Public, State of New York
No. 01KA6116922
Qualified in New York County
Commission Expires November 12, 2008

ROTHZEID, KAISERMAN, THOMSON & BEE
150 West 22nd Street
New York, New York 10011

December 3, 2004

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

Re: 110th Street Equities LLC ("*Sponsor*")
Cathedral Parkway Condominium
352 Cathedral Parkway
New York, New York

Dear Sir or Madam:

The Sponsor of the offering plan to convert the captioned property to condominium ownership retained my firm to prepare a report describing the construction of the property (the "*Report*"). I last visually inspected the site where the building will be built on November 23rd, 2004. Additionally, I examined the building plans and specifications that were prepared by my office dated September 24, 2004 and prepared the Report dated November 23, 2004.

I am a registered architect in the State in which the property is located.

I understand that we are responsible for compliance with the provisions of Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they may be applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I hereby certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is completed in accordance with the plans and specifications that I have examined;

(ii) in my professional opinion, affords potential investors, purchasers and participants an adequate basis upon which to form their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is

completed in accordance with the plans and specifications that I have examined;

(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, suppressions, false pretense or fictitious or pretended purchase or sale;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth or (d) did not have knowledge concerning the representations or statements made.

I further certify that neither my firm nor I are owned or controlled by and have no beneficial interest in the Sponsor and that my firm's compensation for preparing the Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guaranty or warranty of the physical condition of the property.

ROTHZEID, KAISERMAN, THOMSON & BEE

By: _____
Peter Bafitis, AIA

Sworn to and subscribed before
me this 3rd day of December, 2004

_____
Notary Public

AUDREY QUIMBY
Notary Public, State Of New York
No.01QU6061765
Qualified In Queens County
Commission Expires July 23, 2005

GRAMATAN MANAGEMENT, INC.

September 29, 2004

Re: 110th Street Equities LLC
Cathedral Gardens Condominium
352 Cathedral Parkway
New York, New York

To Whom It May Concern:

The sponsor of the condominium offering plan for the captioned property retained our firm to review or prepare Schedule B which includes projections of income and expenses for the first year of condominium operation. Our company, a real estate broker licensed by the State of New York, has been managing residential properties, some with grade level commercial space, in the New York area since 1984. Currently we manage approximately 70 buildings which contain in excess of six thousand dwelling units. Our portfolio includes rental properties, cooperative apartment houses, condominium projects and buildings owned by housing development fund corporations.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule B.

We have reviewed Schedule B and investigated the facts underlying it with due diligence in order to form a basis for this certification. We have also relied upon our experience in managing residential buildings.

We certify that the projections in Schedule B appear reasonable and adequate under existing circumstances and the projected income appears to be reasonable 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; and

155985

2 Hamilton Ave. • Suite 217 • New Rochelle • N. Y. 10801
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(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 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 income and expenses 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.

Sincerely,

David Weiss

Sworn To Before Me This
29 Day of September, 2004

NOTARY PUBLIC

NOTARY PUBLIC
MITZI COLLEDGE
2039 East 9400 South
Sandy, UT 84093
My Commission Expires
May 19, 2007
STATE OF UTAH

155985

GRAMATAN MANAGEMENT, INC.

September 29, 2004

Re: 110th Street Equities LLC
Cathedral Gardens Condominium
352 Cathedral Parkway
New York, New York

To Whom It May Concern:

The sponsor of the condominium offering plan for the captioned property retained our firm to review or prepare Schedule B which includes projections of common charges payable by the owner of the commercial unit. Our company, a real estate broker licensed by the State of New York, has been managing residential properties, some with grade level commercial space, in the New York area since 1984. Currently we manage approximately 70 buildings which contain in excess of six thousand dwelling units. Our portfolio includes rental properties, cooperative apartment houses, condominium projects and buildings owned by housing development fund corporations.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial units listed in Schedule B.

We have reviewed Schedule B as it impacts upon the commercial units and investigated the facts underlying it with due diligence in order to form a basis for this certification. We have also relied upon our experience in managing residential buildings.

We certify that the projections in Schedule B for common charges payable by the owner of the commercial unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to the commercial unit for the projected first year of condominium operation and that the allocation of common charges attributable to the commercial unit also reflects 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 of the commercial unit:

(i) set forth in detail the projected common charges for the commercial unit 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 first year of condominium operation;
(iii) do not omit any material fact;

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(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; and
(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 fairly attributable to the commercial unit 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.

Sincerely,

DAVID WEISS

Sworn To Before Me This
29 day of September, 2004

NOTARY PUBLIC

NOTARY PUBLIC
MITZI COLLEDGE
2039 East 9400 South
Sandy, UT 84093
My Commission Expires
May 19, 2007
STATE OF UTAH

APPLICATION TO THE ATTORNEY GENERAL
FOR A DETERMINATION ON THE
DISPOSITION OF DOWNPAYMENTS

[Send this application to the reviewing attorney assigned to the subject plan.]

Re: Cathedral Gardens Condominium
352 Cathedral Parkway
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 downpayment.
[ ] forfeiture of downpayment.
[ ] other: _____

_____

5. The project is: [ ] a conversion of occupied premises.
[ ] newly constructed or rehabilitated.
[ ] vacant (as is).

6. The project is structured as:

[ ] a cooperative.
[ ] a condominium.
[ ] a homeowners association.
[ ] a timeshare.
[ ] other: _____

7. Name and Address
of Sponsor:_____

_____

8. Name and Address
of Escrow Agent:_____

_____

9. If downpayments 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 downpayments 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 downpayments 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) Downpayments 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 downpayment(s):_____

(d) Total amount of downpayment(s):_____

(e) Names and addresses of subscribers or purchasers affected by this application:

_____

_____

_____

_____

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

15. I am contemporaneously sending a copy of this application to the following persons: _____

_____

_____

_____

_____

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: _____ Date: _____

Name (Printed): _____

Telephone: (Home) _____ (Business) _____

Mailing Address: _____

_____

TODTMAN, NACHAMIE, SPIZZ & JOHNS, P. C.
425 PARK AVENUE
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AUL RICHARD KARAN

COUNSEL
ICHAEL H. SMITH

OF COUNSEL
ARVEY I. SLADKUS
ARBARA BALABER-STRAUSS
ARLO MACCALLINI**

ADMITTED IN PARIS ONLY
'ADMITTED IN ITALY ONLY

December 7, 2004

110TH Street Associates LLC
37 West 65th Street
New York, New York 10023

Re: Offering Plan for the Sale of Residential Non-College Condominium Units in the Cathedral Parkway Condominium
352 Cathedral Parkway
New York, New York

Ladies and Gentlemen:

We are serving as special counsel to you, the Sponsor for the proposed condominium to be known as the Cathedral Parkway Condominium in New York, New York. You have requested our opinion concerning (i) the deductibility for Federal and New York State income tax purposes of mortgage interest and real estate taxes paid by a person ("Residential Unit Owner") who, under the above-referenced Offering Plan (the "Plan"), purchases a residential unit ("Residential Unit") in said Condominium and (ii) the tax consequences to the Condominium of the collection of assessments from Unit Owners other than the College Purchaser.

We have reviewed the Plan and the documents set forth therein, including the Declaration of Condominium. We have also reviewed Article 9-B of the Real Property Law of the State of New York, as amended, pursuant to which the Condominium will be formed, the relevant sections of the Internal Revenue Code of 1986, as amended (the "Code"), the regulations or rules issued thereunder and any judicial interpretations thereof and the New York State Tax Law.

LAWYERS ASSOCIATED WORLDWIDE
MEMBER OF LAWYERS ASSOCIATED WORLDWIDE WITH LAW FIRMS IN OVER 70 JURISDICTIONS

Deductibility Of Interest And Taxes

Based upon our review of the foregoing and assuming the Condominium is validly created pursuant to said Article 9-B and consummated in accordance with the Plan, we are of the opinion that under present law each individual Residential Unit Owner of the Condominium who uses the Residential Unit as his or her principal residence or specifically selected secondary residence (each a "qualified residence") and itemizes deductions on his or her income tax return may deduct for both Federal and New York State income tax purposes all real estate taxes assessed against the Residential Unit and paid by him or her in the year in which such taxes are paid and may likewise deduct "qualified residence interest" paid by him or her on mortgage indebtedness covering the Residential Unit in the year in which such interest is paid, subject to certain limitations. "Qualified residence interest" is interest on indebtedness incurred in acquiring, constructing or substantially improving a qualified residence ("Acquisition Indebtedness") and interest on any indebtedness, other than Acquisition Indebtedness, secured by a qualified residence ("Equity Indebtedness") to the extent the aggregate amount of such Equity Indebtedness does not exceed the fair market value of such qualified residence less any Acquisition Indebtedness with respect to such qualified residence. However, the aggregate amount treated as Acquisition Indebtedness (on both a principal residence and a specifically selected secondary residence) shall not exceed $1 million ($500,000 in the case of a married individual filing a separate return) and the aggregate amount treated as Equity Indebtedness for any period (on both a principal residence and a specifically selected secondary residence) shall not exceed $100,000 ($50,000 in the case of a separate return by a married individual). In addition, there are special rules concerning certain indebtedness incurred before October 14, 1987 and refinancings thereof.

Generally, a person who purchases a Residential Unit for use in a trade or business will be entitled, under present tax laws and regulations, to deduct from gross income for Federal Income Tax Purposes (i) real estate taxes assessed against such Owner's Residential Unit and (ii) interest on indebtedness incurred or continued in connection with the conduct of such trade or business, subject, however, to the limitations of Section 469 of the Code relating to "passive activity" losses and Section 465 of the Code relating to the "at-risk" rules. The foregoing expenses will be deductible when paid or accrued by the Residential Unit Owner in accordance with such owner's method of accounting.

However, for purposes of the Federal alternative minimum tax, under present tax laws and regulations, such Residential Unit Owner (i) will not be entitled to deduct real estate taxes paid or accrued with respect to such Owner's Residential Unit and (ii) will be allowed to deduct interest on (a) any indebtedness which is incurred in acquiring, constructing or substantially rehabilitating such Owner's Residential Unit provided the Residential Unit is used as his or her primary residence or specifically selected secondary residence (such indebtedness is referred to as "Qualified Housing Indebtedness") and (b) a refinancing of

Qualified Housing Indebtedness to the extent such refinancing does not exceed the amount of the refinanced Qualified Housing Indebtedness immediately before the refinancing.

New York State also imposes a minimum tax based on certain Federal tax preference items, including "adjusted itemized deductions". See Sections 601-A and 622 of the Tax Law of the State of New York.

Tax Consequences To The Condominium

Section 528 of the Code which concerns the taxability of condominiums, provides that a condominium management association ("Association") may elect to be exempt from Federal income tax on assessments collected from Unit Owners if it meets certain requirements set forth in said section of the Code. Those requirements are:

1. The Association must be organized and operated to provide for the acquisition, construction, management, maintenance and care of Association property;

2. 60% or more of the Association's gross income must consist of dues, fees or assessments from Residential Unit Owners ("exempt function income");

3. 90% of the Association's expenditures must be for the acquisition, construction, management, maintenance and care of the Association property;

4. No part of the net earnings can inure to the benefit of private individuals; and

5. Substantially all Units must be used as residences. Treasury regulations provide that this requirement is met if at least 85% of the square footage of the building of the building is devoted to residential use.

In order for an Association meeting the above requirements to obtain the tax treatment provided by Section 528 of the Code, it must elect to have said section apply for the taxable year of the Association. The election may be made by filing Form I 120-H, U.S. Income Tax Return for Homeowners Associations, within the time provided for filing Federal income tax returns for the year for which the election is made, including any extensions. A condominium meeting the requirements of Section 528 of the Code and electing to be exempt from Federal income tax on exempt function income would be taxable on the amount by which its non-exempt function income exceeds the amount of allowable deductions which are directly connected with the production of such income.

It is our opinion that the Board of Managers of the Cathedral Parkway Condominium will meet the above requirements since more than 85% of the square footage of the building will be devoted to residential use. Therefore, the Board of Managers of the Cathedral Parkway Condominium will be eligible to elect under Section 528 and the receipts from the

Residential Unit Owners which qualify as dues and assessments will be "exempt function income" for the taxable year for such Association.

No warranties are made that either the United States Treasury Department or the New York State Department of Taxation and Finance will allow the aforementioned deductions for real estate taxes and/or mortgage interest to Residential Unit Owners or that the tax laws, regulations and rulings upon which this opinion is based will not change. The undersigned will in no event be liable if it shall be determined that the Condominium does not meet, or at any future time ceases to meet, the requirements of the Internal Revenue Code of 1986, as amended, or the New York State Law, or any amendment of either thereof, by reason of changes in fact or statutory or decisional law or amendment to any law which could not be foreseen or expected to be foreseen. Nor does this opinion address the tax consequences which result from ownership of a Residential Unit in connection with a Residential Unit Owner's trade or business for the production of income (including the possible application of the passive loss rules and the at-risk rules) other than those explicitly expressed herein. We strongly advise each person contemplating the purchase of a Residential Unit to consult his or her own tax advisor as to all tax matters (including tax matters discussed in this opinion). Moreover, no opinion is expressed nor is any representation or warranty made with respect to the tax consequences of the Plan or any other matter (including, without limitation, the tax consequences of ownership of Units offered under the Plan) except as herein expressly set forth.

We hereby consent to the inclusion of this opinion letter in the Offering Plan.

Very truly yours,

Todtman, Nachamie, Spizz & Johns, P.C.

TODTMAN, NACHAMIE, SPIZZ & JOHNS, P.C.