CONDOMINIUM OFFERING PLAN FOR

THE PLAZA CONDOMINIUM RESIDENCES

1 Central Park South
New York, New York 10019

The Plaza

PRIVATE RESIDENCES

TOTAL INITIAL PURCHASE PRICE OF:
THE 181 RESIDENTIAL UNITS OFFERED FOR SALE IS $1,326,725,000; and
THE 126 STORAGE BIN LICENSES OFFERED FOR SALE IS $4,447,200;
FOR AN AGGREGATE TOTAL INITIAL PURCHASE PRICE OF $1,331,172,200

(181 Residential Units and 126 Storage Bin Licenses are being offered for sale hereunder. A separate offering plan will be filed by an affiliate of Sponsor to offer approximately 152 Condo Hotel Units. In addition, 3 Commercial Units, including the Transient Hotel Unit, the Accessory Unit and the Club Unit, are included in the Building, but not offered.)

Sponsor
CPS 1 Realty LP
c/o El-Ad Properties NY LLC
575 Madison Avenue
New York, New York 10022

Selling Agent
Stribling Marketing Associates LLC
924 Madison Avenue
New York, New York 10021

Sales Office
1 Central Park South
First Floor
New York, New York 10019
(212) 588-8000

Date of Acceptance for Filing: December 7, 2005

The term of the initial offering of this Plan commenced on December 7, 2005 and expires on December 6, 2006, unless said date is extended in a duly filed amendment.

SEE PAGE (vii) FOR SPECIAL RISKS TO PURCHASERS.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. (SEE SPECIAL RISKS SECTION OF THE PLAN.)

PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE RESIDENTIAL BOARD UNDER THE TERMS OF THIS PLAN (SEE SPECIAL RISKS SECTION OF THE PLAN).

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

SECOND AMENDMENT
TO
CONDOMINIUM OFFERING PLAN
FOR
THE PLAZA CONDOMINIUM RESIDENCES

This Second Amendment (this "Amendment") modifies and supplements the terms of the Condominium Offering Plan for the premises known as The Plaza Condominium Residences, 1 Central Park South, New York, New York 10019, first accepted for filing on December 7, 2005 (the "Plan") and is incorporated into and should be read in conjunction with the Plan. The terms of this Amendment are as follows:

1. **Purpose of Amendment**

The purpose of this amendment is to effect a price change with respect to certain Units owned by CPS 1 Realty LP ("Sponsor").

2. **Increase in Certain Purchase Prices**

Sponsor hereby increases the Purchase Price of certain of the Residential Units as set forth on the revised Schedule A of the Plan annexed hereto. Sponsor reserves the right to revise further the Purchase Prices and other terms of sale of the Residential Units in accordance with the Plan, except that no such change shall affect any Unit for which an Agreement for purchase is then in effect without the consent of the Purchaser thereof.

3. **Definitions**

Except as herein defined, all capitalized terms used in this Amendment which are defined in the Plan shall have the respective meaning ascribed to such terms in the Plan.

4. **Incorporation of the Plan**

The Plan, as modified and supplemented by this Amendment, is incorporated herein by reference with the same force and effect as if set forth at length.

5. **No Material Changes in the Plan**

There have been no material changes in the Plan except as set forth in this Amendment. The Plan, as hereby amended, does not knowingly omit any material fact.

Dated: December 19, 2005

CPS 1 REALTY LP

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

2d Am. -- 12/19/05

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Unit	Number of Bedrooms/ Bathrooms	Approximate Unit Area (in sq. ft.)(2)	Approximate Terrace Area (in sq. ft.)	Purchase Price	Share of Purchase Price for Resident Manager's Apt.	Percentage of Common Interest	Proportionate Share of Aggregate Residential Section Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges and Real Estate Taxes
201	3/4.5	4,525		$ 12,300,000	$38,587	0.6148%	1.2607%	$4,299	$6,943	$83,314	$11,241
301	3/4.5	3,416		$ 13,325,000	$29,130	0.4641%	0.9517%	$3,245	$7,521	$90,257	$10,766
305	2/2.5	1,795		$ 7,687,500	$15,307	0.2439%	0.5001%	$1,705	$4,339	$52,071	$6,044
309	2/2.5	4,542		$ 24,000,000	$38,732	0.6171%	1.2654%	$4,315	$13,886	$166,629	$18,200
311	2/2.5	2,816		$ 12,500,000	$24,013	0.3826%	0.7846%	$2,675	$7,232	$86,786	$9,907
315	2/2.5	2,668		$ 9,500,000	$22,751	0.3625%	0.7433%	$2,534	$5,496	$65,957	$8,031
401	2/2.5	2,413		$ 8,148,750	$20,577	0.3278%	0.6723%	$2,292	$4,600	$55,196	$6,892
405	2/2.5	2,162		$ 8,405,000	$18,436	0.2937%	0.6023%	$2,054	$4,744	$56,931	$6,798
407	1/1.5	1,452		$ 5,586,250	$12,382	0.1973%	0.4045%	$1,379	$3,153	$37,839	$4,533
409	3/4	3,543		$ 20,000,000	$30,213	0.4814%	0.9871%	$3,366	$11,571	$138,857	$14,937
411	3/3.5	3,038		$ 10,500,000	$25,906	0.4128%	0.8464%	$2,886	$6,075	$72,900	$8,961
501	2/3.5	2,656	953	$ 9,430,000	$26,712	0.4256%	0.8727%	$2,976	$5,323	$63,874	$8,299
502	1/1.5	1,155	728	$ 3,031,875	$12,953	0.2064%	0.4232%	$1,443	$1,591	$19,093	$3,034
503	2/2.5	1,994		$ 7,790,000	$17,004	0.2709%	0.5555%	$1,894	$4,397	$52,766	$6,291
506	2/2	1,721	985	$ 4,987,500	$18,875	0.3007%	0.6167%	$2,103	$2,748	$32,979	$4,851
507	2/2.5	1,843		$ 7,380,000	$15,716	0.2504%	0.5135%	$1,751	$4,166	$49,989	$5,916
508	1/1	782	522	$ 2,315,250	$8,894	0.1417%	0.2906%	$991	$1,215	$14,580	$2,206
509	3/5	4,299		$ 25,000,000	$36,659	0.5841%	1.1977%	$4,084	$14,464	$173,571	$18,548
510	2/2	1,204	429	$ 3,937,500	$12,096	0.1927%	0.3952%	$1,348	$2,170	$26,036	$3,517
513	2/2.5	2,520		$ 7,800,000	$21,489	0.3424%	0.7021%	$2,394	$4,513	$54,154	$6,907
515	3/3.5	3,068		$ 8,500,000	$26,162	0.4168%	0.8548%	$2,914	$4,918	$59,014	$7,832
601	2/3.5	2,656		$ 9,071,250	$22,649	0.3609%	0.7400%	$2,523	$5,120	$61,444	$7,643
602	1/1.5	1,155		$ 2,701,125	$9,849	0.1569%	0.3218%	$1,097	$1,417	$17,010	$2,515
603	2/2.5	1,994		$ 8,994,375	$17,004	0.2709%	0.5555%	$1,894	$4,513	$54,154	$6,407
605	1/1.5	1,202		$ 5,412,000	$10,250	0.1633%	0.3349%	$1,142	$2,777	$33,326	$3,919
606	2/2	1,721		$ 4,462,500	$14,676	0.2338%	0.4795%	$1,635	$2,459	$29,507	$4,094
607	3/3	2,248		$ 10,224,375	$19,170	0.3054%	0.6263%	$2,135	$5,496	$65,957	$7,632
608	1/1	782		$ 2,067,188	$6,668	0.1062%	0.2179%	$743	$1,085	$13,018	$1,828
609	3/3	2,820		$ 13,325,000	$24,047	0.3831%	0.7857%	$2,679	$7,521	$90,257	$10,200
610	2/2	1,342		$ 3,911,250	$11,444	0.1823%	0.3739%	$1,275	$2,155	$25,862	$3,430
613	2/2.5	2,418		$ 7,500,000	$20,619	0.3285%	0.6737%	$2,297	$4,339	$52,071	$6,636
615	3/3.5	3,068		$ 8,600,000	$26,162	0.4168%	0.8548%	$2,914	$4,976	$59,709	$7,890
701	2/3.5	2,656		$ 9,225,000	$22,649	0.3609%	0.7400%	$2,523	$5,207	$62,486	$7,730
702	1/1.5	1,155		$ 2,756,250	$9,849	0.1569%	0.3218%	$1,097	$1,446	$17,357	$2,544
703	2/2.5	1,994		$ 9,225,000	$17,004	0.2709%	0.5555%	$1,894	$4,629	$55,543	$6,523
705	1/1.5	1,202		$ 5,524,750	$10,250	0.1633%	0.3349%	$1,142	$2,835	$34,020	$3,977
706	2/2	1,721		$ 4,515,000	$14,676	0.2338%	0.4795%	$1,635	$2,488	$29,854	$4,123
707	3/3	2,248		$ 10,493,438	$19,170	0.3054%	0.6263%	$2,135	$5,641	$67,693	$7,777
708	1/1	782		$ 2,100,000	$6,668	0.1062%	0.2179%	$743	$1,099	$13,191	$1,842
709	3/3	2,820		$ 13,581,250	$24,047	0.3831%	0.7857%	$2,679	$7,666	$91,993	$10,345
710	2/2	1,342		$ 3,937,500	$11,444	0.1823%	0.3739%	$1,275	$2,170	$26,036	$3,444
713	2/2.5	2,418		$ 7,600,000	$20,619	0.3285%	0.6737%	$2,297	$4,397	$52,766	$6,694
715	3/3.5	3,068		$ 8,700,000	$26,162	0.4168%	0.8548%	$2,914	$5,034	$60,403	$7,948
801	2/3.5	2,656		$ 9,430,000	$22,649	0.3609%	0.7400%	$2,523	$5,323	$63,874	$7,846
802	1/1.5	1,155		$ 2,811,375	$9,849	0.1569%	0.3218%	$1,097	$1,475	$17,704	$2,573

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
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2d Am. -- 12/19/05

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FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Unit	Number of Bedrooms/ Bathrooms	Approximate Unit Area (in sq. ft.)(2)	Approximate Terrace Area (in sq. ft.)	Purchase Price	Share of Purchase Price for Resident Manager's Apt.	Percentage of Common Interest	Proportionate Share of Aggregate Residential Section Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges and Real Estate Taxes
803	2/2.5	1,994		$ 9,455,625	$17,004	0.2709%	0.5555%	$1,894	$4,744	$56,931	$6,638
805	1/1.5	1,202		$ 5,637,500	$10,250	0.1633%	0.3349%	$1,142	$2,893	$34,714	$4,035
806	2/2	1,721		$ 4,587,500	$14,676	0.2338%	0.4795%	$1,635	$2,517	$30,201	$4,152
807	3/3	2,248		$ 10,762,500	$19,170	0.3054%	0.6263%	$2,135	$5,786	$69,429	$7,921
808	1/1	782		$ 2,122,313	$6,668	0.1062%	0.2179%	$743	$1,114	$13,365	$1,857
809	3/3	2,820		$ 13,837,500	$24,047	0.3831%	0.7857%	$2,679	$7,811	$93,729	$10,490
810	2/2	1,342		$ 3,963,750	$11,444	0.1823%	0.3739%	$1,275	$2,184	$26,209	$3,459
813	2/2.5	2,418		$ 7,700,000	$20,619	0.3285%	0.6737%	$2,297	$4,455	$53,460	$6,752
815	3/3.5	3,068		$ 8,800,000	$26,162	0.4168%	0.8548%	$2,914	$5,091	$61,097	$8,006
901	2/3.5	2,656		$ 9,835,000	$22,649	0.3609%	0.7400%	$2,523	$5,439	$65,263	$7,962
902	1/1.5	1,155		$ 2,868,500	$9,849	0.1569%	0.3218%	$1,097	$1,504	$18,051	$2,601
903	2/2.5	1,985		$ 9,686,250	$16,927	0.2697%	0.5530%	$1,886	$4,860	$58,320	$6,746
905	1/1.5	1,212		$ 5,750,250	$10,335	0.1647%	0.3377%	$1,151	$2,951	$35,409	$4,102
906	2/2	1,721		$ 4,620,000	$14,676	0.2338%	0.4795%	$1,635	$2,548	$30,549	$4,181
907	3/3	2,248		$ 11,031,563	$19,170	0.3054%	0.6263%	$2,135	$5,930	$71,164	$8,066
908	1/1	782		$ 2,149,875	$6,668	0.1062%	0.2179%	$743	$1,128	$13,539	$1,871
909	3/3	2,820		$ 14,093,750	$24,047	0.3831%	0.7857%	$2,679	$7,955	$95,464	$10,634
910	2/2	1,342		$ 3,990,000	$11,444	0.1823%	0.3739%	$1,275	$2,199	$26,383	$3,473
913	2/2	2,418		$ 7,800,000	$20,619	0.3285%	0.6737%	$2,297	$4,513	$54,154	$6,810
915	3/3	3,068		$ 8,900,000	$26,162	0.4168%	0.8548%	$2,914	$5,149	$61,791	$8,064
1001	2/3.5	2,656		$ 9,840,000	$22,649	0.3609%	0.7400%	$2,523	$5,554	$66,651	$8,077
1002	1/1.5	1,155		$ 2,921,625	$9,849	0.1569%	0.3218%	$1,097	$1,533	$18,399	$2,630
1003	2/2.5	1,985		$ 9,916,875	$16,927	0.2697%	0.5530%	$1,886	$4,976	$59,709	$6,861
1005	1/1.5	1,212		$ 5,863,000	$10,335	0.1647%	0.3377%	$1,151	$3,009	$36,103	$4,160
1006	2/2	1,721		$ 4,672,500	$14,676	0.2338%	0.4795%	$1,635	$2,575	$30,896	$4,210
1007	3/3	2,248		$ 11,300,625	$19,170	0.3054%	0.6263%	$2,135	$6,075	$72,900	$8,210
1008	1/1	782		$ 2,177,438	$6,668	0.1062%	0.2179%	$743	$1,143	$13,712	$1,886
1009	3/3	2,820		$ 14,350,000	$24,047	0.3831%	0.7857%	$2,679	$8,100	$97,200	$10,779
1010	2/2	1,342		$ 4,016,250	$11,444	0.1823%	0.3739%	$1,275	$2,213	$26,556	$3,488
1013	2/2	2,418		$ 7,900,000	$20,619	0.3285%	0.6737%	$2,297	$4,571	$54,849	$6,868
1015	3/3.5	3,068		$ 9,000,000	$26,162	0.4168%	0.8548%	$2,914	$5,207	$62,486	$8,122
1101	2/3.5	2,656		$ 10,045,000	$22,649	0.3609%	0.7400%	$2,523	$5,670	$68,040	$8,193
1102	1/1.5	1,155		$ 2,976,750	$9,849	0.1569%	0.3218%	$1,097	$1,562	$18,746	$2,659
1103	2/2.5	1,985		$ 10,147,500	$16,927	0.2697%	0.5530%	$1,886	$5,091	$61,097	$6,977
1105	1/1.5	1,212		$ 5,975,750	$10,335	0.1647%	0.3377%	$1,151	$3,066	$36,797	$4,218
1106	2/2	1,721		$ 4,725,000	$14,676	0.2338%	0.4795%	$1,635	$2,604	$31,243	$4,238
1107	3/3	2,248		$ 11,569,688	$19,170	0.3054%	0.6263%	$2,135	$6,220	$74,638	$8,355
1108	1/1	782		$ 2,205,000	$6,668	0.1062%	0.2179%	$743	$1,157	$13,886	$1,900
1109	3/3	2,820		$ 14,606,250	$24,047	0.3831%	0.7857%	$2,679	$8,245	$98,938	$10,923
1110	2/2	1,342		$ 4,042,500	$11,444	0.1823%	0.3739%	$1,275	$2,227	$26,730	$3,502
1113	2/2.5	2,418		$ 8,000,000	$20,619	0.3285%	0.6737%	$2,297	$4,629	$55,543	$6,926
1115	3/3.5	3,068		$ 9,100,000	$26,162	0.4168%	0.8548%	$2,914	$5,265	$63,180	$8,179
1201	3/3.5	2,656		$ 10,250,000	$22,649	0.3609%	0.7400%	$2,523	$5,786	$69,429	$8,309
1202	0/1	822		$ 1,385,000	$5,304	0.0845%	0.1733%	$591	$752	$9,026	$1,343
1203	2/2.5	1,985		$ 10,378,125	$16,927	0.2697%	0.5530%	$1,886	$5,207	$62,486	$7,093
1204	1/1.5	1,261		$ 3,307,500	$10,753	0.1713%	0.3513%	$1,198	$1,822	$21,870	$3,020
1205	1/1.5	1,212		$ 6,088,500	$10,335	0.1647%	0.3377%	$1,151	$3,124	$37,491	$4,276
1206	AL STU/1	820		$ 1,995,000	$6,992	0.1114%	0.2285%	$779	$1,099	$13,191	$1,878

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THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Unit	Number of Bedrooms/ Bathrooms	Approximate Unit Area (in sq. ft.)(2)	Approximate Terrace Area (in sq. ft.)	Purchase Price	Share of Purchase Price for Resident Manager's Apt.	Percentage of Common Interest	Proportionate Share of Aggregate Residential Section Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges and Real Estate Taxes
1207	3/3	2,248		$ 11,838,750	$19,170	0.3054%	0.6283%	$2,135	$6,364	$76,371	$8,500
1208	1/1	782		$ 2,342,813	$6,668	0.1062%	0.2179%	$743	$1,229	$14,754	$1,972
1209	3/3	2,820		$ 14,862,500	$24,047	0.3831%	0.7857%	$2,679	$8,389	$100,671	$11,068
1210	1/1	857		$ 2,701,125	$7,308	0.1164%	0.2388%	$814	$1,417	$17,010	$2,232
1211	1/1.5	1,245		$ 4,004,000	$10,617	0.1692%	0.3469%	$1,183	$2,227	$26,730	$3,410
1213	2/2.5	2,339		$ 7,250,000	$19,946	0.3178%	0.6517%	$2,222	$4,195	$50,336	$6,417
1301	3/3.5	2,656		$ 9,430,000	$22,649	0.3609%	0.7400%	$2,523	$5,323	$63,874	$7,846
1302	0/1	622		$ 1,312,500	$5,304	0.0845%	0.1733%	$591	$723	$8,679	$1,314
1303	2/2.5	1,985		$ 9,455,625	$16,927	0.2697%	0.5530%	$1,886	$4,744	$56,931	$6,630
1304	1/1.5 (Super)	1,261		$ 3,202,500	n/a	0.1713%	0.3513%	$1,198	$1,765	$21,176	$2,963
1305	1/1.5	1,212		$ 5,637,500	$10,335	0.1647%	0.3377%	$1,151	$2,893	$34,714	$4,044
1306	AL STU/1	820		$ 1,837,500	$6,992	0.1114%	0.2285%	$779	$1,012	$12,150	$1,791
1307	3/3	2,248		$ 10,762,500	$19,170	0.3054%	0.6263%	$2,135	$5,786	$69,429	$7,921
1308	1/1	782		$ 2,260,125	$6,668	0.1062%	0.2179%	$743	$1,186	$14,233	$1,929
1309	3/3	2,820		$ 13,837,500	$24,047	0.3831%	0.7857%	$2,679	$7,811	$93,729	$10,490
1310	1/1	857		$ 2,480,625	$7,308	0.1164%	0.2388%	$814	$1,302	$15,621	$2,116
1311	1/1.5	1,245		$ 3,744,000	$10,617	0.1692%	0.3469%	$1,183	$2,083	$24,994	$3,266
1313	2/2.5	2,339		$ 6,875,000	$19,946	0.3178%	0.6517%	$2,222	$3,978	$47,732	$6,200
1401	3/3.5	2,656		$ 9,583,750	$22,649	0.3609%	0.7400%	$2,523	$5,410	$64,916	$7,933
1402	0/1	622		$ 1,365,000	$5,304	0.0845%	0.1733%	$591	$752	$9,026	$1,343
1403	2/2.5	1,886		$ 9,570,938	$16,083	0.2562%	0.5255%	$1,792	$4,802	$57,626	$6,594
1404	1/1.5	1,261		$ 3,255,000	$10,753	0.1713%	0.3513%	$1,198	$1,794	$21,523	$2,991
1405	1/1.5	1,189		$ 5,750,250	$10,139	0.1615%	0.3313%	$1,129	$2,951	$35,409	$4,080
1406	AL STU/1	820		$ 1,916,250	$6,992	0.1114%	0.2285%	$779	$1,056	$12,671	$1,835
1407	3/3	2,310		$ 10,977,750	$19,698	0.3138%	0.6436%	$2,194	$5,901	$70,817	$8,096
1408	1/1	782		$ 2,287,688	$6,668	0.1062%	0.2179%	$743	$1,201	$14,408	$1,943
1409	3/3	2,820		$ 14,042,500	$24,047	0.3831%	0.7857%	$2,679	$7,926	$95,117	$10,605
1410	1/1	857		$ 2,535,750	$7,308	0.1164%	0.2388%	$814	$1,331	$15,969	$2,145
1411	1/1.5	1,245		$ 3,796,000	$10,617	0.1692%	0.3469%	$1,183	$2,112	$25,341	$3,294
1413	2/2.5	2,339		$ 6,950,000	$19,946	0.3178%	0.6517%	$2,222	$4,021	$48,253	$6,243
1501	3/3.5	2,656		$ 9,737,500	$22,649	0.3609%	0.7400%	$2,523	$5,496	$65,957	$8,019
1502	0/1	622		$ 1,470,000	$5,304	0.0845%	0.1733%	$591	$810	$9,720	$1,401
1503	2/2.5	1,985		$ 9,686,250	$16,927	0.2697%	0.5530%	$1,886	$4,860	$58,320	$6,746
1504	1/1.5	1,261		$ 3,307,500	$10,753	0.1713%	0.3513%	$1,198	$1,822	$21,870	$3,020
1505	1/1.5	1,212		$ 5,863,000	$10,335	0.1647%	0.3377%	$1,151	$3,009	$36,103	$4,160
1506	AL STU/1	820		$ 1,942,500	$6,992	0.1114%	0.2285%	$779	$1,070	$12,844	$1,849
1507	3/3	2,248		$ 11,193,000	$19,170	0.3054%	0.6263%	$2,135	$6,017	$72,206	$8,153
1508	1/1	782		$ 2,315,250	$6,668	0.1062%	0.2179%	$743	$1,215	$14,580	$1,958
1509	3/3	2,791		$ 14,247,500	$23,800	0.3792%	0.7776%	$2,651	$8,042	$96,506	$10,693
1510	1/1	849		$ 2,590,875	$7,240	0.1153%	0.2365%	$807	$1,360	$16,316	$2,166
1511	1/1	1,142		$ 3,500,000	$9,738	0.1552%	0.3182%	$1,085	$1,953	$23,432	$3,038
1513	2/2.5	2,285		$ 6,850,000	$19,485	0.3105%	0.6366%	$2,171	$3,963	$47,559	$6,134
1601	3/3.5	2,656		$ 9,891,250	$22,649	0.3609%	0.7400%	$2,523	$5,583	$66,999	$8,106
1602	0/1	622		$ 1,365,000	$5,304	0.0845%	0.1733%	$591	$752	$9,026	$1,343
1603	2/2.5	1,985		$ 9,801,563	$16,927	0.2697%	0.5530%	$1,886	$4,918	$59,014	$6,804
1604	1/1.5	1,261		$ 3,333,750	$10,753	0.1713%	0.3513%	$1,198	$1,837	$22,044	$3,035
1605	1/1.5	1,212		$ 5,975,750	$10,335	0.1647%	0.3377%	$1,151	$3,066	$36,797	$4,218
1606	AL STU/1	820		$ 1,968,750	$6,992	0.1114%	0.2285%	$779	$1,085	$13,018	$1,864

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

2d Am. -- 12/19/05

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Unit	Number of Bedrooms/ Bathrooms	Approximate Unit Area (in sq. ft.)(2)	Approximate Terrace Area (in sq. ft.)	Purchase Price	Share of Purchase Price for Resident Manager's Apt.	Percentage of Common Interest	Proportionate Share of Aggregate Residential Section Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges and Real Estate Taxes
1607	3/3	2,248		$ 11,408,250	$19,170	0.3054%	0.6263%	$2,135	$6,133	$73,594	$8,268
1608	1/1	782		$ 2,342,813	$6,668	0.1062%	0.2179%	$743	$1,229	$14,754	$1,972
1609	3/3	2,791		$ 14,452,500	$23,800	0.3792%	0.7776%	$2,651	$8,158	$97,894	$10,809
1610	1/1	849		$ 2,646,000	$7,240	0.1153%	0.2365%	$807	$1,389	$16,663	$2,195
1611	1/1.5	1,142		$ 3,562,000	$9,738	0.1552%	0.3182%	$1,085	$1,982	$23,779	$3,066
1613	2/2.5	2,285		$ 6,900,000	$19,485	0.3105%	0.6366%	$2,171	$3,992	$47,906	$6,163
1701	2/2.5	2,089		$ 8,456,250	$17,814	0.2838%	0.5820%	$1,984	$4,773	$57,279	$6,758
1702	2/2.5	1,767		$ 4,567,500	$15,068	0.2401%	0.4923%	$1,679	$2,517	$30,201	$4,195
1703	2/2.5	2,230		$ 8,712,500	$19,016	0.3030%	0.6213%	$2,118	$4,918	$59,014	$7,036
1704	1/2	1,257		$ 3,360,000	$10,719	0.1708%	0.3502%	$1,194	$1,851	$22,217	$3,046
1706	AL STU/1	795		$ 1,995,000	$6,779	0.1080%	0.2215%	$755	$1,099	$13,191	$1,854
1707	3/3.5	2,975		$ 10,096,250	$25,369	0.4042%	0.8289%	$2,826	$5,699	$68,387	$8,525
1709	3/3	2,857		$ 15,016,250	$24,363	0.3882%	0.7960%	$2,714	$8,476	$101,713	$11,190
1710	1/1	849		$ 2,590,875	$7,240	0.1153%	0.2365%	$807	$1,360	$16,316	$2,166
1711	1/1.5	1,383		$ 4,108,000	$11,793	0.1879%	0.3853%	$1,314	$2,285	$27,424	$3,599
1713	2/2.5	2,380		$ 6,950,000	$20,295	0.3234%	0.6631%	$2,261	$4,021	$48,253	$6,282
1801	2/2	1,980		$ 8,200,000	$16,884	0.2690%	0.5516%	$1,881	$4,629	$55,543	$6,509
1802	2/2.5	1,767		$ 4,725,000	$15,068	0.2401%	0.4923%	$1,679	$2,604	$31,243	$4,282
1803	2/2	1,915		$ 7,790,000	$16,330	0.2602%	0.5335%	$1,819	$4,397	$52,766	$6,216
1804	1/1.5	1,225		$ 3,412,500	$10,446	0.1664%	0.3413%	$1,164	$1,880	$22,564	$3,044
1806	AL STU/1	795		$ 2,021,250	$6,779	0.1080%	0.2215%	$755	$1,114	$13,365	$1,869
1807	3/3.5	2,601		$ 10,506,250	$22,180	0.3534%	0.7247%	$2,471	$5,930	$71,164	$8,401
1809	3/3	2,755		$ 15,526,750	$23,493	0.3743%	0.7676%	$2,617	$8,765	$105,184	$11,382
1810	1/1	849		$ 2,535,750	$7,240	0.1153%	0.2365%	$807	$1,331	$15,969	$2,137
1811	1/1.5	1,125		$ 3,406,000	$9,593	0.1528%	0.3134%	$1,069	$1,895	$22,738	$2,964
1813	2/2.5	2,198		$ 6,350,000	$18,726	0.2984%	0.6118%	$2,086	$3,674	$44,087	$5,760
1901	4/4	3,698		$ 14,862,500	$31,534	0.5024%	1.0303%	$3,513	$8,389	$100,671	$11,902
1903	2/2.5	1,628		$ 6,370,375	$13,883	0.2212%	0.4536%	$1,547	$3,269	$39,227	$4,815
1904	1/1.5	1,059		$ 3,097,500	$9,031	0.1439%	0.2950%	$1,006	$1,707	$20,481	$2,713
1906	1/2	1,836		$ 5,460,000	$15,656	0.2494%	0.5115%	$1,744	$3,009	$36,103	$4,753
1907	2/2	1,378		$ 5,022,500	$11,751	0.1872%	0.3839%	$1,309	$2,835	$34,020	$4,144
1911	2/2.5	2,984	127	$ 9,950,000	$25,987	0.4140%	0.8491%	$2,895	$5,757	$69,081	$8,652
1915	3/4.5	4,904	127	$ 18,500,000	$42,360	0.6749%	1.3840%	$4,719	$10,704	$128,443	$15,422
2001	5/5.5 (Duplex)	5,813	300	$ 29,500,000	$49,144	0.7830%	1.6056%	$5,475	$17,068	$204,814	$22,542
2002	2/2	1,621		$ 4,750,000	$13,823	0.2202%	0.4516%	$1,540	$2,748	$32,979	$4,288
2003	3/3.5 (Duplex)	3,974	590	$ 22,500,000	$36,404	0.5800%	1.1894%	$4,055	$13,018	$156,214	$17,073
2006	1/1.5	1,176		$ 3,100,000	$10,028	0.1598%	0.3276%	$1,117	$1,794	$21,523	$2,911
2009	4/5.5.5 (Triplex)	6,316	229	$ 32,500,000	$54,836	0.8737%	1.7916%	$6,109	$18,804	$225,643	$24,912
2011	3/3.5 (Duplex)	2,906	403	$ 14,500,000	$26,499	0.4222%	0.8658%	$2,952	$8,389	$100,671	$11,341
2015	4/5.5 (Duplex)	5,358	309	$ 24,000,000	$47,007	0.7490%	1.5358%	$5,237	$13,886	$166,629	$19,122
Residential Totals:		356,079	5,702	$ 1,381,056,438	$3,050,000	48.7660%	100.0000%	$340,965	$767,605	$9,211,261	$1,108,570

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Storage Bin Licenses:

Bin Number	Approximate Dimensions (s.f.)	Storage License Purchase Price	Initial Monthly License Fee
1	28	$33,600	$28
2	25	$30,000	$25
3	25	$30,000	$25
4	25	$30,000	$25
5	35	$42,000	$35
6	35	$42,000	$35
7	35	$42,000	$35
8	25	$30,000	$25
9	25	$30,000	$25
10	25	$30,000	$25
11	34	$40,800	$34
12	35	$42,000	$35
13	35	$42,000	$35
14	35	$42,000	$35
15	28	$33,600	$28
16	26	$31,200	$26
17	25	$30,000	$25
18	25	$30,000	$25
19	25	$30,000	$25
20	25	$30,000	$25
21	30	$36,000	$30
22	25	$30,000	$25
23	25	$30,000	$25
24	25	$30,000	$25
25	25	$30,000	$25
26	25	$30,000	$25
27	25	$30,000	$25
28	35	$42,000	$35
29	25	$30,000	$25
30	25	$30,000	$25
31	25	$30,000	$25
32	25	$30,000	$25
33	25	$30,000	$25
34	25	$30,000	$25
35	35	$42,000	$35
36	25	$30,000	$25
37	25	$30,000	$25
38	25	$30,000	$25
39	25	$30,000	$25
40	25	$30,000	$25
41	25	$30,000	$25
42	35	$42,000	$35
43	37	$44,400	$37
44	37	$44,400	$37
45	37	$44,400	$37
46	37	$44,400	$37
47	37	$44,400	$37
48	30	$36,000	$30
49	25	$30,000	$25
50	25	$30,000	$25
51	35	$42,000	$35
52	35	$42,000	$35
53	35	$42,000	$35
54	35	$42,000	$35
55	35	$42,000	$35
56	35	$42,000	$35
57	35	$42,000	$35
58	35	$42,000	$35
59	35	$42,000	$35
60	35	$42,000	$35
61	52	$62,400	$52
62	35	$42,000	$35
63	35	$42,000	$35
64	35	$42,000	$35
65	35	$42,000	$35
66	35	$42,000	$35
67	35	$42,000	$35
68	35	$42,000	$35
69	35	$42,000	$35
70	46	$55,200	$46
71	25	$30,000	$25
72	25	$30,000	$25
73	25	$30,000	$25
74	25	$30,000	$25
75	25	$30,000	$25
76	25	$30,000	$25
77	25	$30,000	$25
78	25	$30,000	$25
79	25	$30,000	$25
80	25	$30,000	$25
81	25	$30,000	$25
82	25	$30,000	$25
83	25	$30,000	$25
84	35	$42,000	$35
85	25	$30,000	$25
86	25	$30,000	$25
87	25	$30,000	$25
88	25	$30,000	$25
89	25	$30,000	$25
90	25	$30,000	$25
91	25	$30,000	$25
92	25	$30,000	$25
93	25	$30,000	$25
94	25	$30,000	$25
95	25	$30,000	$25
96	25	$30,000	$25
97	25	$30,000	$25
98	35	$42,000	$35
99	35	$42,000	$35
100	40	$48,000	$40
101	25	$30,000	$25
102	25	$30,000	$25
103	27	$32,400	$27
104	25	$30,000	$25
105	31	$37,200	$31
106	33	$39,600	$33
107	25	$30,000	$25
108	25	$30,000	$25
109	31	$37,200	$31
110	25	$30,000	$25
111	25	$30,000	$25
112	25	$30,000	$25
113	25	$30,000	$25
114	25	$30,000	$25
115	25	$30,000	$25
116	25	$30,000	$25
117	28	$33,600	$28
118	35	$42,000	$35
119	35	$42,000	$35
120	35	$42,000	$35
121	35	$42,000	$35
122	25	$30,000	$25
123	25	$30,000	$25
124	25	$30,000	$25
125	28	$33,600	$28
126	64	$76,800	$64
Totals:	3,706	$4,447,200	$3,706

FIRST AMENDMENT
TO
CONDOMINIUM OFFERING PLAN
FOR
THE PLAZA CONDOMINIUM RESIDENCES

This First Amendment (this "Amendment") modifies and supplements the terms of the Condominium Offering Plan for the premises known as The Plaza Condominium Residences, 1 Central Park South, New York, New York 10019, first accepted for filing on December 7, 2005 (the "Plan") and is incorporated into and should be read in conjunction with the Plan. The terms of this Amendment are as follows:

1. **Purpose of Amendment**

The purpose of this amendment is to effect a price change with respect to certain Units owned by CPS 1 Realty LP ("Sponsor").

2. **Increase in Certain Purchase Prices**

Sponsor hereby increases the Purchase Price of certain of the Residential Units as set forth on the revised Schedule A of the Plan annexed hereto. Sponsor reserves the right to revise further the Purchase Prices and other terms of sale of the Residential Units in accordance with the Plan, except that no such change shall affect any Unit for which an Agreement for purchase is then in effect without the consent of the Purchaser thereof.

3. **Definitions**

Except as herein defined, all capitalized terms used in this Amendment which are defined in the Plan shall have the respective meaning ascribed to such terms in the Plan.

4. **Incorporation of the Plan**

The Plan, as modified and supplemented by this Amendment, is incorporated herein by reference with the same force and effect as if set forth at length.

5. **No Material Changes in the Plan**

There have been no material changes in the Plan except as set forth in this Amendment. The Plan, as hereby amended, does not knowingly omit any material fact.

Dated: December 15, 2005

CPS 1 REALTY LP

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

1st Am. (12/15/05)

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Unit	Number of Bedrooms/ Bathrooms	Approximate Unit Area (in sq. ft.)(2)	Approximate Terrace Area (in sq. ft.)	Purchase Price	Share of Purchase Price for Resident Manager's Apt.	Percentage of Common Interest	Proportionate Share of Aggregate Residential Section Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges and Real Estate Taxes
201	3/4.5	4,525		12,300,000	$38,587	0.6148%	1.2607%	$4,299	$6,943	$83,314	$11,241
301	3/4.5	3,416		$13,325,000	$29,130	0.4641%	0.9517%	$3,245	$7,521	$90,257	$10,766
305	2/2.5	1,795		$7,687,500	$15,307	0.2439%	0.5001%	$1,705	$4,339	$52,071	$6,044
309	2/2.5	4,542		$24,000,000	$38,732	0.6171%	1.2654%	$4,315	$13,886	$166,629	$18,200
311	2/2.5	2,816		$12,500,000	$24,013	0.3826%	0.7846%	$2,675	$7,232	$86,786	$9,907
315	2/2.5	2,668		$9,500,000	$22,751	0.3625%	0.7433%	$2,534	$5,496	$65,957	$8,031
401	2/2.5	2,413		$8,148,750	$20,577	0.3278%	0.6723%	$2,292	$4,600	$55,196	$6,892
405	2/2.5	2,162		$8,405,000	$18,436	0.2937%	0.6023%	$2,054	$4,744	$56,931	$6,798
407	1/1.5	1,452		$5,586,250	$12,382	0.1973%	0.4045%	$1,379	$3,153	$37,839	$4,533
409	3/4	3,543		$20,000,000	$30,213	0.4814%	0.9871%	$3,366	$11,571	$138,857	$14,937
411	3/3.5	3,038		$10,500,000	$25,906	0.4128%	0.8464%	$2,886	$6,075	$72,900	$8,961
501	2/3.5	2,656	953	$9,430,000	$26,712	0.4256%	0.8727%	$2,976	$5,323	$63,874	$8,299
502	1/1.5	1,155	728	$2,887,500	$12,953	0.2064%	0.4232%	$1,443	$1,591	$19,093	$3,034
503	2/2.5	1,994		$7,790,000	$17,004	0.2709%	0.5555%	$1,894	$4,397	$52,766	$6,291
506	2/2	1,721	985	$4,987,500	$18,875	0.3007%	0.6167%	$2,103	$2,748	$32,979	$4,851
507	2/2.5	1,843		$7,380,000	$15,716	0.2504%	0.5135%	$1,751	$4,166	$49,989	$5,916
508	1/1	782	522	$2,205,000	$8,894	0.1417%	0.2906%	$991	$1,215	$14,580	$2,206
509	3/5	4,299		$25,000,000	$36,659	0.5841%	1.1977%	$4,084	$14,464	$173,571	$18,548
510	2/2	1,204	429	$3,937,500	$12,096	0.1927%	0.3952%	$1,348	$2,170	$26,036	$3,517
513	2/2.5	2,520		$7,800,000	$21,489	0.3424%	0.7021%	$2,394	$4,513	$54,154	$6,907
515	3/3.5	3,068		$8,500,000	$26,162	0.4168%	0.8548%	$2,914	$4,918	$59,014	$7,832
601	2/3.5	2,656		$9,071,250	$22,649	0.3609%	0.7400%	$2,523	$5,120	$61,444	$7,643
602	1/1.5	1,155		$2,572,500	$9,849	0.1569%	0.3218%	$1,097	$1,417	$17,010	$2,515
603	2/2.5	1,994		$7,995,000	$17,004	0.2709%	0.5555%	$1,894	$4,513	$54,154	$6,407
605	1/1.5	1,202		$4,920,000	$10,250	0.1633%	0.3349%	$1,142	$2,777	$33,326	$3,919
606	2/2	1,721		$4,462,500	$14,676	0.2338%	0.4795%	$1,635	$2,459	$29,507	$4,094
607	3/3	2,248		$9,737,500	$19,170	0.3054%	0.6263%	$2,135	$5,496	$65,957	$7,632
608	1/1	782		$1,968,750	$6,668	0.1062%	0.2179%	$743	$1,085	$13,018	$1,828
609	3/3	2,820		$13,325,000	$24,047	0.3831%	0.7857%	$2,679	$7,521	$90,257	$10,200
610	2/2	1,342		$3,911,250	$11,444	0.1823%	0.3739%	$1,275	$2,155	$25,862	$3,430
613	2/2.5	2,418		$7,500,000	$20,619	0.3285%	0.6737%	$2,297	$4,339	$52,071	$6,636
615	3/3.5	3,068		$8,600,000	$26,162	0.4168%	0.8548%	$2,914	$4,976	$59,709	$7,890
701	2/3.5	2,656		$9,225,000	$22,649	0.3609%	0.7400%	$2,523	$5,207	$62,486	$7,730
702	1/1.5	1,155		$2,625,000	$9,849	0.1569%	0.3218%	$1,097	$1,446	$17,357	$2,544
703	2/2.5	1,994		$8,200,000	$17,004	0.2709%	0.5555%	$1,894	$4,629	$55,543	$6,523
705	1/1.5	1,202		$5,022,500	$10,250	0.1633%	0.3349%	$1,142	$2,835	$34,020	$3,977
706	2/2	1,721		$4,515,000	$14,676	0.2338%	0.4795%	$1,635	$2,488	$29,854	$4,123
707	3/3	2,248		$9,993,750	$19,170	0.3054%	0.6263%	$2,135	$5,641	$67,693	$7,777
708	1/1	782		$1,995,000	$6,668	0.1062%	0.2179%	$743	$1,099	$13,191	$1,842
709	3/3	2,820		$13,581,250	$24,047	0.3831%	0.7857%	$2,679	$7,666	$91,993	$10,345
710	2/2	1,342		$3,937,500	$11,444	0.1823%	0.3739%	$1,275	$2,170	$26,036	$3,444
713	2/2.5	2,418		$7,600,000	$20,619	0.3285%	0.6737%	$2,297	$4,397	$52,766	$6,694
715	3/3.5	3,068		$8,700,000	$26,162	0.4168%	0.8548%	$2,914	$5,034	$60,403	$7,948
801	2/3.5	2,656		$9,430,000	$22,649	0.3609%	0.7400%	$2,523	$5,323	$63,874	$7,846
802	1/1.5	1,155		$2,677,500	$9,849	0.1569%	0.3218%	$1,097	$1,475	$17,704	$2,573

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

1st Am. (12/15/05)

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Unit	Number of Bedrooms/ Bathrooms	Approximate Unit Area (in sq. ft.)(2)	Approximate Terrace Area (in sq. ft.)	Purchase Price	Share of Purchase Price for Resident Manager's Apt.	Percentage of Common Interest	Proportionate Share of Aggregate Residential Section Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges and Real Estate Taxes
803	2/2.5	1,994		$8,405,000	$17,004	0.2709%	0.5555%	$1,894	$4,744	$56,931	$6,638
805	1/1.5	1,202		$5,125,000	$10,250	0.1633%	0.3349%	$1,142	$2,893	$34,714	$4,035
806	2/2	1,721		$4,567,500	$14,676	0.2338%	0.4795%	$1,635	$2,517	$30,201	$4,152
807	3/3	2,248		$10,250,000	$19,170	0.3054%	0.6263%	$2,135	$5,786	$69,429	$7,921
808	1/1	782		$2,021,250	$6,668	0.1062%	0.2179%	$743	$1,114	$13,365	$1,857
809	3/3	2,820		$13,837,500	$24,047	0.3831%	0.7857%	$2,679	$7,811	$93,729	$10,490
810	2/2	1,342		$3,963,750	$11,444	0.1823%	0.3739%	$1,275	$2,184	$26,209	$3,459
813	2/2.5	2,418		$7,700,000	$20,619	0.3285%	0.6737%	$2,297	$4,455	$53,460	$6,752
815	3/3.5	3,068		$8,800,000	$26,162	0.4168%	0.8548%	$2,914	$5,091	$61,097	$8,006
901	2/3.5	2,656		$9,635,000	$22,649	0.3609%	0.7400%	$2,523	$5,439	$65,263	$7,962
902	1/1.5	1,155		$2,730,000	$9,849	0.1569%	0.3218%	$1,097	$1,504	$18,051	$2,601
903	2/2.5	1,985		$8,610,000	$16,927	0.2697%	0.5530%	$1,886	$4,860	$58,320	$6,746
905	1/1.5	1,212		$5,227,500	$10,335	0.1647%	0.3377%	$1,151	$2,951	$35,409	$4,102
906	2/2	1,721		$4,620,000	$14,676	0.2338%	0.4795%	$1,635	$2,546	$30,549	$4,181
907	3/3	2,248		$10,506,250	$19,170	0.3054%	0.6263%	$2,135	$5,930	$71,164	$8,066
908	1/1	782		$2,047,500	$6,668	0.1062%	0.2179%	$743	$1,128	$13,539	$1,871
909	3/3	2,820		$14,093,750	$24,047	0.3831%	0.7857%	$2,679	$7,955	$95,464	$10,634
910	2/2	1,342		$3,990,000	$11,444	0.1823%	0.3739%	$1,275	$2,199	$26,383	$3,473
913	2/2	2,418		$7,800,000	$20,619	0.3285%	0.6737%	$2,297	$4,513	$54,154	$6,810
915	3/3	3,068		$8,900,000	$26,162	0.4168%	0.8548%	$2,914	$5,149	$61,791	$8,064
1001	2/3.5	2,656		$9,840,000	$22,649	0.3609%	0.7400%	$2,523	$5,554	$66,651	$8,077
1002	1/1.5	1,155		$2,782,500	$9,849	0.1569%	0.3218%	$1,097	$1,533	$18,399	$2,630
1003	2/2.5	1,985		$8,815,000	$16,927	0.2697%	0.5530%	$1,886	$4,976	$59,709	$6,861
1005	1/1.5	1,212		$5,330,000	$10,335	0.1647%	0.3377%	$1,151	$3,009	$36,103	$4,160
1006	2/2	1,721		$4,672,500	$14,676	0.2338%	0.4795%	$1,635	$2,575	$30,896	$4,210
1007	3/3	2,248		$10,762,500	$19,170	0.3054%	0.6263%	$2,135	$6,075	$72,900	$8,210
1008	1/1	782		$2,073,750	$6,668	0.1062%	0.2179%	$743	$1,143	$13,712	$1,886
1009	3/3	2,820		$14,350,000	$24,047	0.3831%	0.7857%	$2,679	$8,100	$97,200	$10,779
1010	2/2	1,342		$4,016,250	$11,444	0.1823%	0.3739%	$1,275	$2,213	$26,556	$3,488
1013	2/2	2,418		$7,900,000	$20,619	0.3285%	0.6737%	$2,297	$4,571	$54,849	$6,868
1015	3/3.5	3,068		$9,000,000	$26,162	0.4168%	0.8548%	$2,914	$5,207	$62,486	$8,122
1101	2/3.5	2,656		$10,045,000	$22,649	0.3609%	0.7400%	$2,523	$5,670	$68,040	$8,193
1102	1/1.5	1,155		$2,835,000	$9,849	0.1569%	0.3218%	$1,097	$1,562	$18,746	$2,659
1103	2/2.5	1,985		$9,020,000	$16,927	0.2697%	0.5530%	$1,886	$5,091	$61,097	$6,977
1105	1/1.5	1,212		$5,432,500	$10,335	0.1647%	0.3377%	$1,151	$3,066	$36,797	$4,218
1106	2/2	1,721		$4,725,000	$14,676	0.2338%	0.4795%	$1,635	$2,604	$31,243	$4,238
1107	3/3	2,248		$11,018,750	$19,170	0.3054%	0.6263%	$2,135	$6,220	$74,636	$8,355
1108	1/1	782		$2,100,000	$6,668	0.1062%	0.2179%	$743	$1,157	$13,886	$1,900
1109	3/3	2,820		$14,608,250	$24,047	0.3831%	0.7857%	$2,679	$8,245	$98,936	$10,923
1110	2/2	1,342		$4,042,500	$11,444	0.1823%	0.3739%	$1,275	$2,227	$26,730	$3,502
1113	2/2.5	2,418		$8,000,000	$20,619	0.3285%	0.6737%	$2,297	$4,629	$55,543	$6,926
1115	3/3.5	3,068		$9,100,000	$26,162	0.4168%	0.8548%	$2,914	$5,265	$63,180	$8,179
1201	3/3.5	2,656		$10,250,000	$22,649	0.3609%	0.7400%	$2,523	$5,786	$69,429	$8,309
1202	0/1	622		$1,365,000	$5,304	0.0845%	0.1733%	$591	$752	$9,026	$1,343
1203	2/2.5	1,985		$9,225,000	$16,927	0.2697%	0.5530%	$1,886	$5,207	$62,486	$7,093
1204	1/1.5	1,261		$3,307,500	$10,753	0.1713%	0.3513%	$1,198	$1,822	$21,870	$3,020
1205	1/1.5	1,212		$5,535,000	$10,335	0.1647%	0.3377%	$1,151	$3,124	$37,491	$4,276
1206	AL STU/1	820		$1,995,000	$6,992	0.1114%	0.2285%	$779	$1,099	$13,191	$1,878

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

1st Am. (12/15/05)

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Unit	Number of Bedrooms/ Bathrooms	Approximate Unit Area (in sq. ft.)(2)	Approximate Terrace Area (in sq. ft.)	Purchase Price	Share of Purchase Price for Resident Manager's Apt.	Percentage of Common Interest	Proportionate Share of Aggregate Residential Section Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges and Real Estate Taxes
1207	3/3	2,248		$11,275,000	$19,170	0.3054%	0.6263%	$2,135	$6,364	$76,371	$8,500
1208	1/1	782		$2,231,250	$6,668	0.1062%	0.2179%	$743	$1,229	$14,754	$1,972
1209	3/3	2,820		$14,862,500	$24,047	0.3831%	0.7857%	$2,679	$8,389	$100,671	$11,068
1210	1/1	857		$2,572,500	$7,308	0.1164%	0.2388%	$814	$1,417	$17,010	$2,232
1211	1/1.5	1,245		$3,850,000	$10,617	0.1692%	0.3469%	$1,183	$2,227	$26,730	$3,410
1213	2/2.5	2,339		$7,250,000	$19,946	0.3178%	0.6517%	$2,222	$4,195	$50,336	$6,417
1301	3/3.5	2,656		$9,430,000	$22,649	0.3609%	0.7400%	$2,523	$5,323	$63,874	$7,846
1302	0/1	622		$1,312,500	$5,304	0.0845%	0.1733%	$591	$723	$8,679	$1,314
1303	2/2.5	1,985		$8,405,000	$16,927	0.2697%	0.5530%	$1,886	$4,744	$56,931	$6,630
1304	1/1.5 (Super)	1,261		$3,202,500	n/a	0.1713%	0.3513%	$1,198	$1,765	$21,176	$2,963
1305	1/1.5	1,212		$5,125,000	$10,335	0.1647%	0.3377%	$1,151	$2,893	$34,714	$4,044
1306	AL STU/1	820		$1,837,500	$6,992	0.1114%	0.2285%	$779	$1,012	$12,150	$1,791
1307	3/3	2,248		$10,250,000	$19,170	0.3054%	0.6263%	$2,135	$5,786	$69,429	$7,921
1308	1/1	782		$2,152,500	$6,668	0.1062%	0.2179%	$743	$1,186	$14,233	$1,929
1309	3/3	2,820		$13,837,500	$24,047	0.3831%	0.7857%	$2,679	$7,811	$93,729	$10,490
1310	1/1	857		$2,362,500	$7,308	0.1164%	0.2388%	$814	$1,302	$15,621	$2,116
1311	1/1.5	1,245		$3,600,000	$10,617	0.1692%	0.3469%	$1,183	$2,083	$24,994	$3,266
1313	2/2.5	2,339		$6,875,000	$19,946	0.3178%	0.6517%	$2,222	$3,978	$47,732	$6,200
1401	3/3.5	2,656		$9,583,750	$22,649	0.3609%	0.7400%	$2,523	$5,410	$64,916	$7,933
1402	0/1	622		$1,365,000	$5,304	0.0845%	0.1733%	$591	$752	$9,026	$1,343
1403	2/2.5	1,886		$8,507,500	$16,083	0.2562%	0.5255%	$1,792	$4,802	$57,626	$6,594
1404	1/1.5	1,261		$3,255,000	$10,753	0.1713%	0.3513%	$1,198	$1,794	$21,523	$2,991
1405	1/1.5	1,189		$5,227,500	$10,139	0.1615%	0.3313%	$1,129	$2,951	$35,409	$4,080
1406	AL STU/1	820		$1,916,250	$6,992	0.1114%	0.2285%	$779	$1,056	$12,671	$1,835
1407	3/3	2,310		$10,455,000	$19,698	0.3138%	0.6436%	$2,194	$5,901	$70,817	$8,096
1408	1/1	782		$2,178,750	$6,668	0.1062%	0.2179%	$743	$1,201	$14,406	$1,943
1409	3/3	2,820		$14,042,500	$24,047	0.3831%	0.7857%	$2,679	$7,926	$95,117	$10,605
1410	1/1	857		$2,415,000	$7,308	0.1164%	0.2388%	$814	$1,331	$15,969	$2,145
1411	1/1.5	1,245		$3,650,000	$10,617	0.1692%	0.3469%	$1,183	$2,112	$25,341	$3,294
1413	2/2.5	2,339		$6,950,000	$19,946	0.3178%	0.6517%	$2,222	$4,021	$48,253	$6,243
1501	3/3.5	2,656		$9,737,500	$22,649	0.3609%	0.7400%	$2,523	$5,496	$65,957	$8,019
1502	0/1	622		$1,470,000	$5,304	0.0845%	0.1733%	$591	$810	$9,720	$1,401
1503	2/2.5	1,985		$8,610,000	$16,927	0.2697%	0.5530%	$1,886	$4,860	$58,320	$6,746
1504	1/1.5	1,261		$3,307,500	$10,753	0.1713%	0.3513%	$1,198	$1,822	$21,870	$3,020
1505	1/1.5	1,212		$5,330,000	$10,335	0.1647%	0.3377%	$1,151	$3,009	$36,103	$4,160
1506	AL STU/1	820		$1,942,500	$6,992	0.1114%	0.2285%	$779	$1,070	$12,844	$1,849
1507	3/3	2,248		$10,660,000	$19,170	0.3054%	0.6263%	$2,135	$6,017	$72,206	$8,153
1508	1/1	782		$2,205,000	$6,668	0.1062%	0.2179%	$743	$1,215	$14,580	$1,958
1509	3/3	2,791		$14,247,500	$23,800	0.3792%	0.7776%	$2,651	$8,042	$96,506	$10,693
1510	1/1	849		$2,467,500	$7,240	0.1153%	0.2365%	$807	$1,360	$16,316	$2,166
1511	1/1	1,142		$3,375,000	$9,738	0.1552%	0.3182%	$1,085	$1,953	$23,432	$3,038
1513	2/2.5	2,285		$6,850,000	$19,485	0.3105%	0.6366%	$2,171	$3,963	$47,559	$6,134
1601	3/3.5	2,656		$9,891,250	$22,649	0.3609%	0.7400%	$2,523	$5,583	$66,999	$8,106
1602	0/1	622		$1,365,000	$5,304	0.0845%	0.1733%	$591	$752	$9,026	$1,343
1603	2/2.5	1,985		$8,712,500	$16,927	0.2697%	0.5530%	$1,886	$4,918	$59,014	$6,804
1604	1/1.5	1,261		$3,333,750	$10,753	0.1713%	0.3513%	$1,198	$1,837	$22,044	$3,035
1605	1/1.5	1,212		$5,432,500	$10,335	0.1647%	0.3377%	$1,151	$3,066	$36,797	$4,218
1606	AL STU/1	820		$1,968,750	$6,992	0.1114%	0.2285%	$779	$1,085	$13,018	$1,864

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

1st Am. (12/15/05)

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Unit	Number of Bedrooms/ Bathrooms	Approximate Unit Area (in sq. ft.)(2)	Approximate Terrace Area (in sq. ft.)	Purchase Price	Share of Purchase Price for Resident Manager's Apt.	Percentage of Common Interest	Proportionate Share of Aggregate Residential Section Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges and Real Estate Taxes
1607	3/3	2,248		$10,865,000	$19,170	0.3054%	0.6263%	$2,135	$6,133	$73,594	$8,268
1608	1/1	782		$2,231,250	$6,668	0.1062%	0.2179%	$743	$1,229	$14,754	$1,972
1609	3/3	2,791		$14,452,500	$23,800	0.3792%	0.7776%	$2,651	$8,158	$97,894	$10,809
1610	1/1	849		$2,520,000	$7,240	0.1153%	0.2365%	$807	$1,389	$16,663	$2,195
1611	1/1.5	1,142		$3,425,000	$9,738	0.1552%	0.3182%	$1,085	$1,982	$23,779	$3,066
1613	2/2.5	2,285		$6,900,000	$19,485	0.3105%	0.6366%	$2,171	$3,992	$47,906	$6,163
1701	2/2.5	2,089		$8,456,250	$17,814	0.2838%	0.5820%	$1,984	$4,773	$57,279	$6,758
1702	2/2.5	1,767		$4,567,500	$15,068	0.2401%	0.4923%	$1,679	$2,517	$30,201	$4,195
1703	2/2.5	2,230		$8,712,500	$19,016	0.3030%	0.6213%	$2,118	$4,918	$59,014	$7,036
1704	1/2	1,257		$3,360,000	$10,719	0.1708%	0.3502%	$1,194	$1,851	$22,217	$3,046
1706	AL STU/1	795		$1,995,000	$6,779	0.1080%	0.2215%	$755	$1,099	$13,191	$1,854
1707	3/3.5	2,975		$10,096,250	$25,369	0.4042%	0.8289%	$2,826	$5,699	$68,387	$8,525
1709	3/3	2,857		$15,016,250	$24,363	0.3882%	0.7960%	$2,714	$8,476	$101,713	$11,190
1710	1/1	849		$2,467,500	$7,240	0.1153%	0.2365%	$807	$1,360	$16,316	$2,166
1711	1/1.5	1,383		$3,950,000	$11,793	0.1879%	0.3853%	$1,314	$2,285	$27,424	$3,599
1713	2/2.5	2,380		$6,950,000	$20,295	0.3234%	0.6631%	$2,261	$4,021	$48,253	$6,282
1801	2/2	1,980		$8,200,000	$16,884	0.2690%	0.5516%	$1,881	$4,629	$55,543	$6,509
1802	2/2.5	1,767		$4,725,000	$15,068	0.2401%	0.4923%	$1,679	$2,604	$31,243	$4,282
1803	2/2	1,915		$7,790,000	$16,330	0.2602%	0.5335%	$1,819	$4,397	$52,766	$6,216
1804	1/1.5	1,225		$3,412,500	$10,446	0.1664%	0.3413%	$1,164	$1,880	$22,564	$3,044
1806	AL STU/1	795		$2,021,250	$6,779	0.1080%	0.2215%	$755	$1,114	$13,365	$1,869
1807	3/3.5	2,601		$10,506,250	$22,180	0.3534%	0.7247%	$2,471	$5,930	$71,164	$8,401
1809	3/3	2,755		$15,528,750	$23,493	0.3743%	0.7676%	$2,617	$8,765	$105,184	$11,382
1810	1/1	849		$2,415,000	$7,240	0.1153%	0.2365%	$807	$1,331	$15,969	$2,137
1811	1/1.5	1,125		$3,275,000	$9,593	0.1528%	0.3134%	$1,069	$1,895	$22,738	$2,964
1813	2/2.5	2,196		$6,350,000	$18,726	0.2984%	0.6118%	$2,086	$3,674	$44,087	$5,760
1901	4/4	3,698		$14,862,500	$31,534	0.5024%	1.0303%	$3,513	$8,389	$100,671	$11,902
1903	2/2.5	1,628		$5,791,250	$13,883	0.2212%	0.4536%	$1,547	$3,269	$39,227	$4,815
1904	1/1.5	1,059		$3,097,500	$9,031	0.1439%	0.2950%	$1,006	$1,707	$20,481	$2,713
1906	1/2	1,836		$5,460,000	$15,656	0.2494%	0.5115%	$1,744	$3,009	$36,103	$4,753
1907	2/2	1,378		$5,022,500	$11,751	0.1872%	0.3839%	$1,309	$2,835	$34,020	$4,144
1911	2/2.5	2,984	127	$9,950,000	$25,987	0.4140%	0.8491%	$2,895	$5,757	$69,081	$8,652
1915	3/4.5	4,904	127	$18,500,000	$42,360	0.6749%	1.3840%	$4,719	$10,704	$128,443	$15,422
2001	5/5.5 (Duplex)	5,613	300	$29,500,000	$49,144	0.7830%	1.6056%	$5,475	$17,068	$204,814	$22,542
2002	2/2	1,621		$4,750,000	$13,823	0.2202%	0.4516%	$1,540	$2,748	$32,979	$4,288
2003	3/3.5 (Duplex)	3,974	590	$22,500,000	$36,404	0.5800%	1.1894%	$4,055	$13,018	$156,214	$17,073
2006	1/1.5	1,176		$3,100,000	$10,028	0.1598%	0.3276%	$1,117	$1,794	$21,523	$2,911
2009	4/5.5.5 (Triplex)	6,316	229	$32,500,000	$54,836	0.8737%	1.7916%	$6,109	$18,804	$225,643	$24,912
2011	3/3.5 (Duplex)	2,906	403	$14,500,000	$26,499	0.4222%	0.8658%	$2,952	$8,389	$100,671	$11,341
2015	4/5.5 (Duplex)	5,358	309	$24,000,000	$47,007	0.7490%	1.5358%	$5,237	$13,886	$166,629	$19,122
Residential Totals:		356,079	5,702	$1,353,017,500	$3,050,000	48.7660%	100.0000%	$340,965	$767,605	$9,211,261	$1,108,570

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Storage Bin Licenses:

Bin Number	Approximate Dimensions (s.f.)	Storage License Purchase Price	Initial Monthly License Fee
1	28	$33,600	$28
2	25	$30,000	$25
3	25	$30,000	$25
4	25	$30,000	$25
5	35	$42,000	$35
6	35	$42,000	$35
7	35	$42,000	$35
8	25	$30,000	$25
9	25	$30,000	$25
10	25	$30,000	$25
11	34	$40,800	$34
12	35	$42,000	$35
13	35	$42,000	$35
14	35	$42,000	$35
15	28	$33,600	$28
16	26	$31,200	$26
17	25	$30,000	$25
18	25	$30,000	$25
19	25	$30,000	$25
20	25	$30,000	$25
21	30	$36,000	$30
22	25	$30,000	$25
23	25	$30,000	$25
24	25	$30,000	$25
25	25	$30,000	$25
26	25	$30,000	$25
27	25	$30,000	$25
28	35	$42,000	$35
29	25	$30,000	$25
30	25	$30,000	$25
31	25	$30,000	$25
32	25	$30,000	$25
33	25	$30,000	$25
34	25	$30,000	$25
35	35	$42,000	$35
36	25	$30,000	$25
37	25	$30,000	$25
38	25	$30,000	$25
39	25	$30,000	$25
40	25	$30,000	$25
41	25	$30,000	$25
42	35	$42,000	$35
43	37	$44,400	$37
44	37	$44,400	$37
45	37	$44,400	$37
46	37	$44,400	$37
47	37	$44,400	$37
48	30	$36,000	$30
49	25	$30,000	$25
50	25	$30,000	$25
51	35	$42,000	$35
52	35	$42,000	$35
53	35	$42,000	$35
54	35	$42,000	$35
55	35	$42,000	$35
56	35	$42,000	$35
57	35	$42,000	$35
58	35	$42,000	$35
59	35	$42,000	$35
60	35	$42,000	$35
61	52	$62,400	$52
62	35	$42,000	$35
63	35	$42,000	$35
64	35	$42,000	$35
65	35	$42,000	$35
66	35	$42,000	$35
67	35	$42,000	$35
68	35	$42,000	$35
69	35	$42,000	$35
70	46	$55,200	$46
71	25	$30,000	$25
72	25	$30,000	$25
73	25	$30,000	$25
74	25	$30,000	$25
75	25	$30,000	$25
76	25	$30,000	$25
77	25	$30,000	$25
78	25	$30,000	$25
79	25	$30,000	$25
80	25	$30,000	$25
81	25	$30,000	$25
82	25	$30,000	$25
83	25	$30,000	$25
84	35	$42,000	$35
85	25	$30,000	$25
86	25	$30,000	$25
87	25	$30,000	$25
88	25	$30,000	$25
89	25	$30,000	$25
90	25	$30,000	$25
91	25	$30,000	$25
92	25	$30,000	$25
93	25	$30,000	$25
94	25	$30,000	$25
95	25	$30,000	$25
96	25	$30,000	$25
97	25	$30,000	$25
98	35	$42,000	$35
99	35	$42,000	$35
100	40	$48,000	$40
101	25	$30,000	$25
102	25	$30,000	$25
103	27	$32,400	$27
104	25	$30,000	$25
105	31	$37,200	$31
106	33	$39,600	$33
107	25	$30,000	$25
108	25	$30,000	$25
109	31	$37,200	$31
110	25	$30,000	$25
111	25	$30,000	$25
112	25	$30,000	$25
113	25	$30,000	$25
114	25	$30,000	$25
115	25	$30,000	$25
116	25	$30,000	$25
117	28	$33,600	$28
118	35	$42,000	$35
119	35	$42,000	$35
120	35	$42,000	$35
121	35	$42,000	$35
122	25	$30,000	$25
123	25	$30,000	$25
124	25	$30,000	$25
125	28	$33,600	$28
126	64	$76,800	$64
Totals:	3,706	$4,447,200	$3,706

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SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

1. Use Provisions

The Plaza Condominium will initially consist of 181 Residential Units; 126 Storage Bins; 152 Condo Hotel Units; and 3 Commercial Units (designated as Transient Hotel Unit, Accessory Unit and Club Unit) and the Common Elements. Only the Residential Units (and their appurtenant interest in the Common Elements) and Storage Bin Licenses (hereinafter described) are offered pursuant to this offering plan. The Residential Units offered under this offering plan shall be called The Plaza Condominium Residences.

The Condo Hotel Units are not offered for sale hereunder. Sponsor has applied for and has received from the New York State Department of Law (the "Department of Law") a "no-action" letter permitting the initial creation of the Condominium prior the filing an offering plan. Pursuant to such no-action letter, Sponsor will record the declaration of condominium and divide the building into the units described in the preceding paragraph. Sponsor shall also be permitted under the no-action letter to convey the Transient Hotel Unit to an affiliated joint venture (which will retain ownership thereof) and to convey the 152 Condo Hotel Units (as a group) to the same or another of its affiliates. Notwithstanding the no-action letter permitting the creation of the Condominium and the conveyance by Sponsor of the Transient Hotel Unit and the Condo Hotel Units to its affiliate(s), Sponsor (or such affiliate) must file a separate offering plan with respect to the public offering of the Condo Hotel Units and may not offer the same for sale to the public until such Plan is accepted for filing by the Department of Law. (See Section A in Part I of Plan for further discussion.)

The Residential Units may generally be used only for residential purposes and, subject to compliance with the Declaration, the Condominium By-Laws and the Residential By-Laws, for a lawful home occupation as defined in the Zoning Resolution (a New York City zoning resolution affecting use and occupany); and may be leased by the Unit Owners thereof to tenants only for periods of one year or longer. The Residential Units will be located on portions of Floors 2 through 21 of the Building. The Storage Bins with respect to which licenses are being sold hereunder are Residential Limited Common Elements and may be used only for storage purposes, provided that no materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein. The Storage Bins will be located on the Lower Concourse C of the Building.

The Condo Hotel Units (to be offered only pursuant to a separate offering plan and not hereunder) may only be used as Hotel Accessory Quarters and for no other purpose. The term "Hotel Accessory Quarters" means living quarters which are not occupied by the Unit Owner thereof in excess of four months (in the aggregate) in any calendar year, and, when not occupied by such Unit Owner, available for rental as on a transient occupancy basis and which may be rented on a daily basis as part of a transient hotel. The Condo Hotel Units will be located on portions of Floors 11 through 21 of the Building.

The Transient Hotel Unit, the Accessory Unit and the Club Unit (none of which are offered for sale under this Plan), may, except as otherwise expressly provided in the Declaration, in the Condominium By-Laws (or the Hotel By-Laws in the case of the Transient Hotel Unit) or

as set forth herein, be used for any lawful purpose, including, without limitation, for retail, public event, restaurant, banking, commercial, residential, telecommunications, hotel, office, performing arts and utility purposes. The Transient Hotel Unit is located on portions of Floors 4 through 10 of the Building. The Club Unit will be located on portions of Main Concourse A and the First Floor of the Building. The Accessory Unit will be located on portions of Lower Concourse C, Main Concourse A, and Floor 1 through 4 of the Building and shall contain hotel accessory space, restaurants, banquet and meeting facilities and retail space, including certain landmarked interior spaces such as the Palm Court, Oak Room, Oak Bar and Edwardian Room.

Sponsor makes no representation whatsoever with respect to the uses to which all or any portion of the Non-Residential Units (designated as any Units that are not Residential Units and more particularly defined in Section A herein) or their appurtenant Limited Common Elements or any public spaces within the Building may be put at any time; nor does Sponsor make any representation with respect to the identity of the owners or users or future owners or users of any of such Units at any time. The Condominium's board of managers (the "Condominium Board") will have no right to restrict or limit any of the uses of, or alterations in or to, such Units (including the portions thereof facing the street or public area) which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the Condominium By-Laws, Hotel By-Laws and Declaration. No income derived from any use of such Units will constitute income to either the Condominium Board, the Hotel Board, the Residential Board or the Residential Unit Owners. (See Section B and R in Part I of the Plan for further discussion.)

Approximately 152 Condo Hotel Units will be offered pursuant to a separate offering plan, although no representation or warranty is made with respect to whether any such offering will in fact take place, how many such units may be sold or the terms of any such offering. While it is currently anticipated that the Transient Hotel Unit will not be subdivided into individual hotel condominium units, no representation or warranty is made with respect to any subsequent subdivision or offering with respect to the Transient Hotel Unit. (See Section B in Part I of Plan for further discussion).

2. Purchaser Deposits; Defaults by Purchasers; Specific Performance

At the time an agreement for the purchase of a Residential Unit (an "Agreement") is executed, the Purchaser thereunder is required to make a payment in an amount equal to 10% of the purchase price set forth therein (the "Initial Deposit"); and an additional payment equal to 10% of such purchase price (the "Additional Deposit") due and payable no later than the earlier to occur of: (x) four months after the date of the Agreement; or (y) 15 days after Sponsor serves Purchaser with written notice of an amendment to the Offering Plan declaring the same effective, but in no event later than the closing of title to the Unit. The term "Deposit" as used herein refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit. Notwithstanding the foregoing, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make an Initial Deposit equal to 50% of the applicable purchase price and will not be required to make an Additional Deposit. The portion of any Deposit made by a Purchaser in connection with the purchase of a Unit in excess of $100,000 in the aggregate will not be federally insured.

In the event a Purchaser defaults under an Agreement, time being of the essence with regard to the obligations of the Purchaser thereunder, and does not cure such default within 30 days after Sponsor gives notice to the Purchaser of such default, Sponsor may, at its option, (i) cancel such Agreement and retain, as liquidated damages, the Deposit made by the Purchaser, together with interest earned thereon, if any; or (ii) bring an action against the Purchaser for specific performance, in which event the Purchaser could be compelled to complete the purchase of the Unit. Additionally, if a Purchaser fails for any reason to close title on the originally scheduled closing date and Sponsor elects not to cancel the Agreement: (a) the closing apportionments to be made at the closing will be made as of midnight of the day preceding the originally scheduled closing date; and (b) the Purchaser pay Sponsor interest at a rate of 0.04% per day (or such lower daily rate which is the legal limit, if 0.04% per day exceeds the legal limit) on the total purchase price, computed from the original closing date until the transaction is actually closed. (See Sections K and N in Part I of the Plan for further discussion.)

3. No Financing Contingency

A Purchaser may obtain financing from any lending institution or other source, but the Purchaser's obligation to purchase a Unit pursuant to an Agreement shall not be contingent on the Purchaser obtaining such financing, so that a Purchaser will remain obligated under the Agreement whether or not such Purchaser has been able to obtain financing. Neither Sponsor nor Selling Agent makes any representation whatsoever as to the terms or availability of any mortgage or other financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it could expire before the closing date, and Sponsor shall have no liability as a result of any scheduling, rescheduling or adjournment of closing beyond the expiration of a loan commitment. (See Sections K and N in Part I of the Plan for further discussion.)

4. Agreement/No Rescission

The Agreement between Sponsor and a Purchaser, the form of which is set forth as Exhibit 1 in Part II of the Plan, in respect of the purchase of a Unit requires the making of an Initial Deposit and, subject to the terms of the Plan and the Agreement, an Additional Deposit. Each of such payments is in consideration of the granting (or continuation) of the right pursuant to such Agreement to purchase the Unit which is the subject thereof in accordance with the terms of the Plan. Provided a Purchaser shall have timely made its Deposit, such Purchaser shall have (or continue to have) the right to purchase its Unit at the stated purchase price and upon the terms and conditions set forth in the Agreement and in the Plan. The Deposit, and all other amounts paid by a Purchaser to Sponsor pursuant to the Agreement and/or the Plan in connection with the purchase of a Unit, shall be such Purchaser's own funds (and not a third party's). In the event a Purchaser elects not to exercise its right to purchase (by closing title in accordance with the terms of the Plan and the Agreement) after payment of any Deposit, the Deposit previously paid (together with any interest thereon) shall be retained by Sponsor (subject to the terms of the Plan), as liquidated damages. In such case, Purchaser shall have no further liability to Sponsor in respect of the Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The payment of the Deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty,

but is intended to constitute liquidated damages to Sponsor. Purchasers are advised that notwithstanding the foregoing, including, without limitation, Sponsor not having the right of specific performance, nothing herein shall be deemed to grant Purchaser any right of rescission and/or any right to the return of all or any portion of a Deposit except as expressly set forth in the Plan. (See Sections K and N in Part I of the Plan for further discussion, See Section K for Attorney General dispute provisions regarding Purchaser Deposits).

5. Control by Sponsor; First Residential Meeting

The powers and duties necessary for or incidental to the administration of the affairs of the Condominium will be vested in the Condominium Board. As more particularly set forth in the Declaration, Condominium By-Laws and Residential By-Laws, a separate board of managers, the Residential Board, shall have the power and authority to govern the affairs of the Residential Section of the Condominium.

Until the first annual meeting of the Residential Unit Owners (the "First Annual Residential Meeting"), the Residential Board shall consist of three persons designated by Sponsor. The First Annual Residential Meeting shall be held not later than 30 days following the later to occur of: (a) the second anniversary of the First Residential Closing; or (b) the closing of title to Residential Units representing at least 50% both in number and aggregate Common Interests of all Residential Units to Purchasers; and at such meeting, the incumbent three-member Residential Board designated by Sponsor will resign and a new Residential Board, consisting of five members, will be elected and/or designated by the Unit Owners and Sponsor, as the case may be, as described below.

The Residential By-Laws do not include a provision that after the expiration of the Initial Residential Control Period a majority of the Residential Board must be Residential Unit Owner-occupants or members of a Residential Unit Owner-occupant's household who are unrelated to Sponsor and its principals. Residential Unit Owner-occupants and non-resident Residential Unit Owners, including Sponsor, may have inherent conflicts on how the Residential Section should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

In addition, because Sponsor reserves the unconditional right to rent or lease the Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare this Plan effective and Residential Unit Owner-occupants may never gain effective control and management of the Residential Section. Sponsor must receive consent from its lender, Column Financial, Inc. (on it own behalf and on behalf of other lenders participating from time to time) and any successor lender(s) pursuant to any refinancing (the "Construction Lender" as further defined in Section A of Part I of the Plan), to rent, rather than sell the Residential Units.

At meetings of the Residential Unit Owners, Sponsor will have the right to vote all of the Common Interests appurtenant to the Residential Units owned by Sponsor as it sees fit. In addition, at elections of members to the Residential Board held before the expiration of the Initial Residential Control Period, Sponsor and/or its designee shall have the right to designate three members of the Residential Board, who may be persons related to or affiliated with Sponsor,

such designee or other Unsold Residential Unit Owners and Sponsor, such designee and all other Residential Unit Owners shall have the right to elect the remaining two members of the Residential Board who shall not be related to or affiliated with Sponsor, such designee or other Unsold Residential Unit Owners. At elections of members to the Residential Board held after the expiration of the Initial Residential Control Period but while Sponsor and/or its designee still owns at least one Residential Unit, Sponsor and/or its designee shall have the right to designate one member of the Residential Board, who may be a person related to or affiliated with Sponsor, such designee or other Unsold Residential Unit Owners; and Sponsor, such designee and all other Residential Unit Owners shall have the right to elect the remaining four members of the Residential Board who shall not be related to or affiliated with Sponsor, such designee or other Unsold Residential Unit Owners. The "Initial Residential Control Period" means the period ending upon the later to occur of the fifth anniversary of the First Residential Closing or the closing of title to Residential Units representing at least 90%, both in number and in aggregate Common Interests, of all Residential Units.

Until Sponsor no longer designates or elects a majority of the members of the Residential Board, Sponsor will, through its control of the Residential Board, be able to determine the maintenance and operation of, and the services to be provided by, the Residential Board, and also (subject to any General Common Charges assessed by the Condominium Board) the determination of Residential Common Charges to be paid by all Residential Unit Owners.

Sponsor, through its control over the Residential Board, may not exercise veto power over expenses applicable exclusively to the Residential Section as described in Schedule B-1 of this Plan, or over expenses required to comply with any Legal Requirements applicable to the Residential Section, or to remedy any notice of violation entered against the Residential Section or to comply with any proper work order by an insurer of the Residential Section. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan, for a period ending not more than five (5) years after the First Residential Closing or whenever the Unsold Residential Units constitute less than 25% of the Common Interest of all Residential Units, whichever is sooner. (See Sections Q and R in Part I of Plan for further discussion.)

6. Condominium Board of Managers; No Control by Residential Board or Residential Unit Owners

The Condominium Board shall be comprised of seven members: three members designated by the Residential Board, three members designated by the Hotel Board and one member designated by the Accessory Unit Owner. The Club Unit Owner shall not on its own in such capacity designate any members of the Condominium Board.

During the Initial Residential Control Period, all seven members of the Condominium Board will be Sponsor appointees.

The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. Subject to such authority of the Condominium Board, generally, but subject to the Declaration, Condominium By-Laws and Residential By-Laws provisions governing the same, all determinations which affect only the

Residential Section and do not adversely affect any of the Non-Residential Units, Non-Residential Unit Owners or the General Common Elements shall be made by the Residential Board. Any dispute between the Residential Board and the Condominium Board as to which entity shall be entitled to make any determination shall be settled by arbitration in the manner provided in the Condominium By-Laws. As more fully set forth (and except as may otherwise be provided) in the Condominium By-Laws, all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present.

The Residential Section as well as the Hotel Section and the Accessory Unit Owner will be represented on the Condominium Board, with the Residential Section having the right to appoint three of the seven members of the Condominium Board, the Hotel Section having the right to appoint three members and the Accessory Unit Owner having the right to appoint one member. As a result, the members of the Condominium Board representing the Residential Section will never control a majority vote thereon; and the Non-Residential Unit Owners (which will initially and may thereafter include Sponsor or affiliates of Sponsor) will, in the aggregate, control a majority of the votes on the Condominium Board. Moreover, it is initially intended that Sponsor will own one or more of the Non-Residential Units and shall, in such capacity, have the right to designate additional members to the Condominium Board in addition to the rights reserved to Sponsor with respect to the election and/or designation of members of the Residential Board, and may therefore control a majority vote on the Condominium Board. Residential Unit Owners shall not be entitled to vote in their individual capacities as Unit Owners at any meeting of the Condominium Board. (See Section S in Part I of Plan for further discussion).

7. Interim Service Period

Prospective Purchasers are advised that until the later of: (i) twelve months after the First Residential Closing; or (ii) the closing of title to and occupancy of at least 50% of the Residential Units, some of the services and facilities described in the Plan (such as some of the elevators, Storage Bins or a full staff of residential personnel) may not be available. However, it is anticipated that at all times after the First Residential Closing, the Residential Section lobby will be attended 24 hours a day, seven days a week, and there will be at least one elevator servicing every floor on which there are occupied Residential Units. The interim level of staffing will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building. During such interim service period when full services and/or facilities are not available, the Residential Common Charges payable by the Unit Owners may be reduced accordingly to reflect the corresponding diminished expenses of the Residential Section. (See Section B in Part I of Plan for further discussion).

8. Additional Building Work

Renovation in general is a complicated process which requires the coordination of numerous concurrent tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems, all of which is subject to unanticipated delays and difficulties and necessarily involves noise, disruption, construction dust, debris and inconvenience. Thus, for a period of time following the First Residential Closing (through, including and beyond the closing of title to any particular purchaser's Residential Unit), work should be expected to be undertaken

and continue by or on behalf of: (i) Sponsor to complete the balance of the Building; (ii) individual Residential Unit Owners within their Residential Units (to perform custom renovations, etc.); and (iii) the Non-Residential Unit Owners to complete renovation, build-out, furnishing and equipping their Units. During at least the First Year of Operation, construction workers and related personnel of Sponsor and others will be at the Property from time to time performing renovation work, making adjustments and performing various other tasks related to the completion of renovation, fitting out of, and moving into, the Residential Units and other portions of the Building which may compromise the security of the Building from time to time. Various systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators, may require more than a year after any particular Unit closing to complete and may be disrupted temporarily and from time to time. Residential Section elevators and personnel may be taken out of service and diverted to facilitate renovation and exterior hoists may be in place during at least the year following the First Residential Closing, and from time to time thereafter, as needed, in connection with renovation being performed in Residential Units by the Unit Owners thereof. Various other adjustments, to windows and elevators and other systems, may require eighteen months or more after the First Residential Closing to complete. Sponsor may not fully complete the decoration or finishing of the lobby, corridors, elevator finishes and other portions of the Building, including, but not limited to, installing light fixtures, painting, hanging wall coverings or laying carpeting, until that particular floor is fully occupied by Unit Owners or, if additional renovation within a Unit is anticipated, for some period thereafter. All of the foregoing work and conditions will create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Certain portions of the Common Elements may be completed before or after completion of any particular Purchaser's Unit. As a result, certain amenities and benefits anticipated to be available to Residential Unit Owners may not be available until such other portions of the Building are completed and fully operational. Sponsor shall have no liability whatsoever in the event these services are delayed, not made available, or discontinued or disrupted. Further, the Residential Board and/or Sponsor may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and permanent certificate(s) of occupancy have been obtained therefor. Even where such alterations are permitted, the Residential Board and/or Sponsor may impose conditions and deadlines upon the planning, performing and completion of such work. No assurance can be given with regard to the accuracy of any projected schedules or completion dates set forth herein or with respect to the duration of any interim service period or periods of potential disruption to the Residential Unit Owners and their tenants or occupants, all such dates and timetables, to the extent provided, being only good faith estimates.

Based upon the current schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, acts of god or other events beyond its reasonable control, renovation of the Building will be sufficiently completed to permit closings of title to the Residential Units to begin in or about October 2006. Prospective Purchasers should note, however, that the Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Residential

Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Residential Section Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised Residential Section budget with current projections and if: (i) such amended budget exceeds the projected Residential Section budget set forth herein by 25% or more; or (ii) the First Residential Closing does not occur within 12 months after October 2006, the date set forth in Schedule B-1 as the commencement date for the projected First Year of Residential Section Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Residential Unit will take place prior to the Plan being declared effective. (See Section B in Part I of Plan for further discussion).

9. Resident Manager's Apartment

At or after the First Residential Closing, Sponsor will sell a Residential Unit (the "Resident Manager's Apartment") to the Residential Board, which will own such Unit on behalf of the Residential Unit Owners and will use the same as the Residential Section's Resident Manager's residence. The purchase price for the Resident Manager's Apartment, which is currently anticipated to be Unit 1304, will be $3,050,000. In respect of such Resident Manager's Apartment, at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Residential Board such Purchaser's share of the cost of the Resident Manager's Apartment determined in accordance with the Common Interest of each Residential Unit purchased in proportion to the Common Interest appurtenant to all Residential Units (other than the Resident Manager's Apartment) and in the amount more particularly set forth on Schedule A, "Purchase Prices and Related Information" in Part I of the Plan. See "Notes to Schedule A" for more information. Each Purchaser's allocable portion of the cost of the Resident Manager's Apartment will be included in the total consideration deemed to have been paid by such Purchaser in which case additional transfer taxes may be payable by Purchaser. There is no guaranty that the Resident Manager will be residing in the Building at the time of closing of any particular Residential Unit although all Legal Requirements with respect thereto will be complied with. In the event that the Resident Manager's Apartment is designated to be a Unit other than Unit 1304, such alternate Unit will be of comparable size and have an equivalent purchase price and associated costs as Unit 1304.

The Board will pay all of the same closing costs to purchase the Resident Manager's Apartment as any other Purchaser would pay to purchase a Residential Unit under this Plan. The closing costs for the Resident Manager's Apartment will be paid from the initial Working Capital Fund to be established out of payments made on account thereof by Purchasers at the closings of the purchase of their Residential Units.

Sponsor reserves the right, at any time following the first anniversary of the First Residential Closing, to cause the Residential Board to borrow funds sufficient to pay Sponsor the aggregate amount of the then unpaid portion of the purchase price for the Resident Manager's Apartment. Any mortgage given by the Residential Board in respect of such loan shall be secured solely by the Resident Manager's Apartment and shall not constitute or cause any lien to be placed on any other Unit Owner's Unit. In such circumstances, however, the additional Residential Common Charges necessary to pay the principal and interest under such mortgage and note shall be allocated exclusively to the Residential Units with respect to which the pro rata share of the purchase price therefor has not theretofore been paid as of the time of such borrowing and payment to Sponsor.

In the event the Residential Board defaults under the note and mortgage, including, but not limited to a default as the result of the Residential Board's failure to pay the balance of the purchase money note due at maturity, the lender may foreclose on the Resident Manager's Apartment and if the proceeds from the sale of such Unit are insufficient to satisfy the outstanding mortgage balance and other fees incurred, the Unit Owners could be liable for the deficiency. In the event of such a foreclosure, the Condominium will be without a Resident Manager's Apartment and, accordingly, alternate arrangements will be necessary to shelter the Resident Manager in the Condominium or within such distance of the Condominium as is then required by Legal Requirements. (See Section E in Part I of the Plan for further discussion.)

10. Prohibition Against Advertising

Purchasers are prohibited from listing their Units for resale with any broker or otherwise advertising, promoting or publicizing the availability of their Units for sale prior to the closing of title thereto. (See Section L in Part I of the Plan for further discussion and Exhibit 1 in Part II of the Plan for further information.)

11. No Bond or Other Security

No bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, special assessments or real estate taxes with respect to the Unsold Residential Units. Sponsor represents that it has the financial resources to pay such amounts with respect to the Unsold Residential Units and agrees to pay such amounts. (See Section P in Part I of the Plan for further discussion.)

12. Sponsor's Right to Lease Unsold Residential Units

Sponsor will endeavor in good faith to sell, but nevertheless reserves the unconditional right to rent or lease, rather than sell, the Residential Units offered hereunder. As a result, Purchaser may be acquiring a Residential Unit that has been previously occupied, but unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Residential Unit will be delivered at closing free and clear of all leases and tenancies. In addition, there is no commitment to sell more Residential Units than the fifteen (15%) percent of Residential Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Residential Section. (See Sections A, J and Q in Part I of the Plan for further discussion.)

13. Changes in the Non-Residential Units

Sponsor and any successor Non-Residential Unit Owner will have the right to alter, divide, subdivide and combine portions of its Units (including, without limitation, subdividing the Transient Hotel Unit into individual hotel condominium units for sale) subject to the provisions of all applicable Laws, the Declaration, Condominium By-Laws and Hotel By-Laws. Sponsor and any successor Non-Residential Unit Owner will have the right to use such Unit for a purpose other than its current use. (See Section H in Part I of the Plan for further discussion.)

14. Transfer Taxes; Mansion Taxes; Closing Costs

Purchasers shall be obligated to pay at the closing of title to their Residential Unit(s) the New York City Real Property Transfer Tax and New York State Real Property Transfer Tax ("deed stamps") which by law are the primary obligation of the seller. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the consideration subject to such tax. Currently, for the purchase of a single Residential Unit, the New York City Real Property Transfer Tax is 1% of the purchase price of a Unit if such purchase price is $500,000 or less and 1.425% of the purchase price if such purchase price is over $500,000; and the New York State Real Estate Transfer Tax is presently $2 for each $500 (or part thereof) of the purchase price of a Residential Unit. Purchasers shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," currently 1% of the consideration paid when the consideration exceeds $1,000,000, which tax by law is the primary obligation of the Purchaser. Additionally, Purchasers shall be required to pay various other additional closing costs, fees and adjustments. (See Section O in Part I of the Plan for further discussion.)

15. No Reserve Fund/Working Capital Fund

No reserve fund is being established for the Condominium. Sponsor has elected not to provide for a reserve fund to be used for capital replacements or repairs, because the Building will be newly renovated. The Condominium Board, in its discretion, and subject to certain restrictions contained in the Condominium By-Laws, may decide in the future to create a reserve fund by special assessment or by increases in Common Charges. A Working Capital Fund will be established through payments made therefor by each Purchaser at Closing to be held or used for working capital and for such other appropriate purposes as the Residential Board may determine. (See Section X in Part I of the Plan for further discussion.)

16. Real Estate Taxes

The estimated real estate taxes payable in respect of each Residential Unit were calculated based on estimates provided by Sponsor's real estate tax consultant with respect to the Residential Units in the aggregate for the projected First Year of Residential Section Operation; and then among the Residential Units on the basis of the ratio that the initial offering price for each such Unit set forth in Schedule A herein bears to the total initial offering prices of all such Units set forth in Schedule A. Upon determination of individual tax lots and individual assessments for such Unit, the New York City tax authorities may allocate taxes among the Residential Units in proportion to each such Unit's percentage interest in the Common Elements

or some other basis rather than its relative offering price, and, if so, Units having the same or similar initial offering price may pay different real estate taxes and/or taxes may differ from those set forth on Schedule A. In addition, the New York City tax authorities may assess taxes against the Building in a different manner and in a different amount than that assumed by Sponsor's real estate tax consultant and, if so, Unit Owners may pay significantly different real estate taxes than those set forth on Schedule A. Sponsor can only estimate, based on reasonable, professional third party expert assumptions, what the real estate taxes for each Residential Unit will be. Only the New York City tax authorities will make this determination upon the filing of tax lots. (See Sections D and U in Part I of the Plan for further discussion.)

17. Closing Fees and Costs

All legal costs, fees and expenses charged by each Purchaser's attorney shall be the sole responsibility of such Purchaser. In addition, each Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Kramer Levin Naftalis & Frankel LLP ("Sponsor's Counsel"), in connection with the closing of title to such Purchaser's Unit: (i) the sum of $1,350 to reimburse Sponsor for a portion of its legal fees incurred in connection with the closing of title to the Purchaser's Unit; (ii) the sum of $500 to reimburse Sponsor for a portion of its attorney processing fees in connection with the issuance of a Storage Bin License (as defined herein); (iii) if the Purchaser requests the closing to occur other than at the offices of Sponsor's Counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor consents to such change (in its sole discretion), an attendance fee of $500 for each closing held within Manhattan and $750 for each closing held in any borough outside Manhattan; (iv) if the closing is adjourned through no fault of Sponsor, an additional fee of $600 for each such adjournment to help defray the cost of preparing for and coordinating the new closing; (v) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $850, payable in advance, for preparation of an assignment agreement; and (vi) if Purchaser obtains mortgage financing, an additional fee of $500 to Sponsor's Counsel to defray the additional costs associated therewith. Purchaser may be required to pay more than one fee with respect to a single Unit pursuant to the preceding provisions of the paragraph. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser. (See Section O in Part I of the Plan for further discussion.)

18. No Warranty

Sponsor shall not be obligated to correct, repair or replace any defects relating to renovation of the Units or the Common Elements or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is required to complete its renovation in accordance with all applicable building codes and filed building Plans and Specifications as well as the provisions of the Plan. (See Section P in Part I of the Plan for further discussion.)

19. Insurance

Neither the Condominium Board nor the Residential Board is required to obtain or maintain any insurance with respect to any property contained in any Unit or any liability with respect to occurrences in or about each Unit or the Common Elements, if any, exclusive and/or appurtenant thereto. Consequently, all Residential Unit Owners are required to obtain and maintain (i) a personal liability policy if the Residential Unit Owner is an individual or (ii) commercial general liability insurance if the Residential Unit Owner is a corporate entity, against claims for personal injury, death or property damage occurring in, on or about such Residential Unit Owner's Unit and the Common Elements, if any, exclusive and/or appurtenant to his or her Unit affording protection of at least $1,000,000 per occurrence, plus at least $3,000,000 umbrella liability coverage. Further requirements with respect to such insurance are more particularly set forth in the Residential By-Laws. In addition, all Residential Unit Owners are urged to obtain personal property insurance with respect to the fixtures, furniture, furnishings and other personal property located within their respective Units. Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Residential Board will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost. Further, as a result of current fluctuations in the insurance market, neither the Condominium Board nor, the Residential Board will be required to obtain or maintain terrorism coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the Condominium By-Laws and/or the Residential By-Laws. (See Section T in Part I of the Plan for further discussion.)

20. Waiver of Diplomatic or Sovereign Immunity

Purchasers will be required to waive expressly any and all immunity from suit by Sponsor, the Condominium Board and/or the Residential Board. In addition, any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will be required at the time of closing of title to such Purchaser's Unit, to deposit with the Residential Board an amount equal to two years' estimated Common Charges. (See Sections K and O in Part I of the Plan for further discussion.)

21. Certificate of Occupancy

If, as of the First Residential Closing, only a temporary Certificate of Occupancy has been issued for the Building, Sponsor will use all reasonable diligence to cause the New York City Department of Buildings to continuously renew the temporary Certificate of Occupancy until a permanent Certificate of Occupancy for the Building has been issued. Sponsor will, at its sole expense, do and perform, or cause to be done and performed, all such work (subject to events and circumstances beyond Sponsor's reasonable control, e.g., casualty, strikes, governmental restrictions, acts of god, etc.), and will supply, or cause to be supplied, all such materials, and will submit or cause to be submitted all such documentation, and shall pay all applicable fees required by the New York City Department of Buildings that shall be necessary in order to cause the temporary Certificate of Occupancy to be continuously renewed until a new permanent Certificate of Occupancy for the Building has been issued. Prospective Purchasers are advised that a permanent Certificate of Occupancy is required for permanent use of the

Building, and that a temporary Certificate of Occupancy may be renewed only for a total of two years from the first date of issuance. (See Part I, Section P for further discussion).

22. Balconies and Terraces

Certain Terraces are appurtenant to certain Residential Units, as identified in Schedule A and the Floor Plans set forth in Part II of the Plan. The Balconies are merely decorative, are not appurtenant to any Residential Units and may not be used by the Unit Owners in the adjacent Units for any purpose. The Terraces appurtenant to the Residential Units are Residential Limited Common Elements available for the exclusive use of the Residential Unit Owner of the Residential Unit to which such Terrace is appurtenant, subject to and in accordance with the Declaration, Residential By-Laws and Rules and Regulations as in effect from time to time. Each Residential Unit Owner shall be responsible for all ordinary maintenance and cleaning of each Terrace appurtenant to its Unit; however, the costs and expenses of any repairs or replacements, structural or otherwise (unless caused by or attributable to the Residential Unit Owner), shall be charged to all Residential Unit Owners as a Residential Common Expense. (See Section B in Part I of the Plan for further discussion.)

23. Vaults

Existing sidewalk vaults are located under Central Park South, Fifth Avenue and West 58th Streets at the Lower Concourse C, Lower Concourse Mezzanine B (West 58th St. only), and Main Concourse A levels. The vault space will be used as part of the Building. Vault spaces are subject to standard New York City vault license rules.

24. Lot Line Windows; Light and Air Easement; 22 CPS Restrictions and Easements

The windows on the west façade on the southerly section of the Building from floor 8* through floor 13 will be provided with sprinklers due to the proximity and construction of the building on the adjacent lot to the west. These windows, and above, may be required to be reduced in size and/or be provided with sprinklers, where not currently provided, if 22 CPS (as defined below) is ever redeveloped with one or more buildings of different configurations than that now located on the same. The rooms having these windows have other windows that, under the existing building codes, will satisfy light, air and other requirements for the lawful use of such rooms for habitation purposes. These windows in the Residential Units are identified on the Floor Plans included as Exhibit 5 in Part II of the Plan.

The Property is benefited by a light and air easement, which protects the windows on the west façade on the northerly section of the Building (these windows on floor 8 through floor 13 will be provided with sprinklers due to the proximity and construction of the adjacent building to

* As shown on the Floor Plans to be filed with the City Register's Office upon the recording of this Declaration, the floors of the Building are designated as follows: Mechanical Floor D, Lower Concourse C, Lower Concourse Mezzanine B and Main Concourse A (below grade); First Floor (at grade); and Floors 2 through 21 (above grade). All "Floor" references herein are in accordance with such floor designations. Floor numbering in the plans for the Building filed with the New York City Department of Buildings includes references to construction levels which may differ from the Floor designations of the Building as set forth above.

the west). Therefore, any future development (alteration or new construction) on the adjacent lot would be required, by any governing authorities having jurisdiction, to respect the legal light and air for these windows and not create a non-conforming condition. These windows in the Residential Units are identified on the Floor Plans included as Exhibit 5 in Part II of the Plan.

Pursuant to a certain light and air easement made by Sponsor, as the owner of the property located at 22 Central Park South which currently serves as a residential building and adjoining the Building to the west, Sponsor has granted a perpetual and exclusive easement for unrestricted light and air over 22 Central Park South, New York, New York (designated as Block 1274, Lot 55 on the Tax Map of the City of New York, "22 CPS") above a horizontal plane drawn at an elevation of 155.89 feet above the datum level used by the Topographical Bureau, Borough of Manhattan, which is 2.75 fee above the National Geodetic Survey Vertical Datum of 1929, mean sea level, Sandy Hook, New Jersey. Such easement (i) prohibits the construction of any building structure, improvement, alteration or addition to 22 CPS that will infringe upon the easement, (ii) runs with the affected lands, buildings and improvements, (iii) benefits the owner of 768 Fifth Avenue, New York, New York (designated as Block 1274, Lot 25 on the Tax Map of the City of New York) and its successors and assigns thereof, and (iv) is binding on the owner of 22 CPS, and its successors and assigns. Such light and air easement is subordinate to a net lease covering 22 Central Park South, New York, New York (the "22 CPS Lease") which net lease which expires on April 3, 2008.

Sponsor does not own any air development rights with respect to the Property and is not reserving the right to transfer air development rights to adjoining buildings, including 22 CPS.

Additionally, Sponsor will be entering into a Restatement Declaration of Easements, Covenants and Restrictions (the "Restatement") in order to restate, clarify and consolidate certain easements, covenants and restrictions (collectively, "EC&R's") documented in the 22 CPS Lease and certain recorded documents. The EC&R's relate to systems and operations of 22 CPS. The 22 CPS steam system and electrical service (for the basement of 22 CPS) are connected to and reliant upon the Building. Employees and personnel of the Building use space in the basement of 22 CPS for various reasons, including, but not limited to, (i) rooms for security and fire personnel, (ii) an employee entrance, (iii) an emergency exit and (iv) basement space necessary for maintenance and upkeep of ventilation/exhaust ducts. The easements imposed by the contemplated Restatement shall (a) run with the lands, buildings and improvements affected thereby; and (b) inure to the benefit of and be binding upon the owner(s) of 22 CPS and the Building.

The Restatement provides for easements in favor of the owner of the Building ("Plaza Owner") for ingress and egress over portions of the basement areas of 22 CPS. 22 CPS Owner is entitled to the benefits of an Emergency Exit Agreement entered into between Plaza Owner and the New York City Transit Authority, providing an easement for emergency exit to 59th street. There is also an and (ii) egress through certain 22 CPS basement areas to the Hotel Section kitchen area. Such basement areas are used by the Building and 22 CPS for, among other things, emergency egress (from the Building to a landing located on 22 CPS) for employees and agents of Building and 22 CPS. Residential tenants of 22 CPS are not authorized and do not have access to such basement areas. In addition, the Restatement provides rights to Plaza Owner for (i) access to pipes and conduits located in 22 CPS in connection with the

Building's providing steam (for heat and hot water) and electrical service to the basement of 22 CPS and (ii) maintenance and repairs of such areas. Upon a sale of 22 CPS, Plaza Owner shall have the option (within 180 days from the date of such sale) to discontinue (by written notice to the owner of 22 CPS ("22 CPS Owner")) steam service to 22 CPS. If such option is exercised, then 22 CPS Owner must procure, at its sole cost and expense, steam service from the public utility within one year from the date of such discontinuation notice. Plaza Owner is required to maintain commercial general liability and property insurance (naming 22 CPS Owner as an additional insured), insuring claims for bodily injury or property damage occurring on, in or about the easement areas. 22 CPS Owner is required to pay to Plaza Owner its allocated cost of the steam being provided to the Building to 22 CPS. 22 CPS Owner is also required to maintain property insurance coverage in sufficient amounts to rebuild and/or reconstruct the portions of 22 CPS necessary to all safe ingress, egress and unimpaired access through the easement areas. 22 CPS Owner has a right to terminate the easements in the Restatement if: (i) Plaza Owner ceases use of the easement areas for a continuous period of two years; (ii) the ground floor use of the Building changes from hotel or condominium use; or (iii) the Building is substantially destroyed by casualty and subsequently rebuilt. Notwithstanding the foregoing, the Restatement can only be changed, modified or amended by an instrument in writing executed by Plaza Owner and 22 CPS Owner, and approved by their respective mortgagees of record. Notwithstanding the fact that the Restatement runs with the lands, buildings and improvements affected thereby, Sponsor has no right to terminate the easements described herein and the Restatement does not allow the Plaza Owner to terminate any current means of egress from 22 CPS. (See Section T in Part I of Plan for further discussion).

25. Increase or Decrease in Common Interest

The Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act and accordingly based upon a comparison of the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of common elements for exclusive or shared use and the overall dimensions of the particular Unit. Based upon final specifications, construction conditions and/or "as-built" plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation of Common Interest may justify a minor increase or decrease in the aggregate Common Interest appurtenant to the Residential Units and a corresponding decrease or increase in the Common Interest appurtenant to the Non-Residential Units. In such event, the Common Interest appurtenant to each individual Residential Unit would be adjusted (by a minimal amount) pro rata. Sponsor expressly reserves the right, from time to time prior to the First Residential Closing, to effect such a change in the Common Interests and to amend the Plan so as to reflect the same. In no event, however, will the Common Interest of any Residential Unit be increased as a result of any of the foregoing by more than 5%. (See Section T in Part I of Plan for further discussion).

26. Window Washing and Window Treatments

The Building does not feature a window washing rig. The washing and cleaning of interior glass surfaces of windows in the Residential Units shall be the responsibility of the respective Residential Unit Owners. All window interiors must be cleaned a minimum of five times per calendar year. The Residential Board may from time to time enforce the responsibility

of Unit Owners to wash and clean the interior surfaces of windows located in their respective Units and charge the defaulting Unit Owner therefor. The exterior glass surfaces will be washed, cleaned and replaced at the direction of the Condominium Board and the cost thereof charged as a General Common Expense, except for exterior glass surfaces of doors and windows opening onto or directly accessible from any Terrace that is appurtenant to a Residential Unit as to which the Owner of such Residential Unit shall have the responsibility for washing and cleaning. Residential Unit Owners are prohibited from cleaning or allowing to be cleaned any window from the outside in violation of Section 202 of the New York State Labor Law, any other applicable Legal Requirements, any insurance policy or requirement or otherwise.

In addition, to promote a consistent aesthetic appearance of the Building, each Unit Owner will be required to install window treatments having a white colored backing on the sides facing the windows in his Unit, which window treatments and backings must conform to any specifications (including a new color) established from time to time by the Residential Board. (See Section T in Part I of Plan for further discussion).

27. Additional Units

Sponsor reserves the right to change the number and size of the Units by, among other things, subdividing and reconfiguring the Units and, in connection with such subdivision and reconfiguration, redesignating in an amendment to the Declaration a portion of a subdivided Unit of one type (e.g., a Non-Residential Unit) as a Unit of another type (e.g., Residential). In such event, the Common Interest appurtenant to any diminished Unit will decrease and such reduced Common Interest will be allocated to and/or among the newly created and/or configured Units. Sponsor expressly reserves the right, from time to time prior to the First Residential Closing, to effect such changes and to amend the Plan so as to reflect the same. (See Sections H and I in Part I of Plan for further discussion).

28. Landmark Status

The Property has been designated a landmark, governed by Chapter 8-a of the Administrative Code of the City of New York. Prior to a Unit Owner performing any construction work at the Property requiring a building alteration permit issued by the New York City Department of Buildings, application must be made to, and approved by, the New York City Landmarks Preservation Commission for (i) a Certificate of No Effect, in the case of interior work, and (ii) either a Certificate of No Effect or Certificate of Appropriateness, whichever is applicable, in the case of exterior work.

In light of the landmark status of the Building, and to preserve its architectural harmony, minimize unsightly views from the other Terraces and Units and promote safety, each Unit Owner having the exclusive use of a Terrace will be required to obtain the consent of the Residential Board (or the Hotel Board in the case of a Terrace appurtenant to the Hotel Section) prior to any altering, decorating, landscaping, improving, installing (including, without limitation, satellite dishes) or painting of his Terrace. This restriction will not apply to Sponsor, in respect of Unsold Residential Units.

The Condominium Board shall assume responsibility for the costs of maintaining and complying with the requirements of the landmark status of the building (and/or any portion thereof) and the costs associated therewith shall be a General Common Expense. (See Section B in Part I of Plan for further discussion).

29. Promotion

Sponsor and its designee(s) shall have the right, until the tenth anniversary of the First Residential Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Residential Units) or otherwise. (See Section B in Part I of Plan for further discussion).

30. Roof Easement

The Transient Hotel Unit Owner and/or its designee (and its respective successors and assigns) shall have an easement to erect, use, lease, license, maintain, repair, replace and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on the roof of the Building (which is otherwise a Common Element). None of the Residential Unit Owners, the Condominium Board, the Residential Board, the Hotel Board, or any other Non-Residential Unit Owner will have any interest in the rents, profits or revenues from the rental, use or sale of any such space pursuant to the aforementioned easements and rights. The Transient Hotel Unit Owner (and/or such designee) shall have the right to create additional hotel units consisting of portions of its Unit, each of which shall have as an appurtenant easement to use a portion of its Unit platform and other facilities on the roof of the Building, upon which such additional hotel unit owners (or its tenant or licensee) may erect, use, lease, license, maintain, repair, replace and operate antennae, satellite dishes and other telecommunications equipment. If such additional Units are created, the percentage interest in the Common Elements allocated to such hotel units and the percentage interests of all other Units will remain unchanged. (See Section N in Part I of Plan for further discussion).

PART I

A. INTRODUCTION

The land and the building situated on the west side of Fifth Avenue between Central Park South and West 58th Street and known by the street address Fifth Avenue at Central Park South, New York, New York 10019, formerly comprising the world-famous luxury hotel known as "The Plaza Hotel", which is undergoing a transformative interior and exterior renovation and rehabilitation, together with the appurtenances thereto, will constitute and be known as "The Plaza Condominium" (hereinafter, the "Condominium").*

As described more fully in this Plan, the single building constituting the Condominium will initially contain the following mixed-use components: (i) 181 luxury residences; (ii) a luxury hotel facility; (iii) hotel accessory spaces which may, as described more fully hereinafter in this Plan, be used in conjunction with the operation of the hotel and/or, as permitted by law from time to time, for retail and other uses; and (iv) a health club space. (See Section B below for more details.)

CPS 1 Realty LP ("Sponsor"), a limited partnership organized and existing under the law of the State of Delaware and duly authorized to do business in the State of New York, hereby presents this Offering Plan (the "Plan") for the sale of the Residential Units at the Condominium, which, together with the Residential Limited Common Elements appurtenant thereto, constitute the "Residential Section".

No other portion of the Condominium is offered for sale hereunder. The 152 Condo Hotel Units (hereinafter described) to be included in the Condominium are the subject of a separate offering and are not offered for sale hereunder. The Transient Hotel Unit, the Accessory Unit and the Club Unit (all hereinafter described) to be included in the Condominium are not currently offered for sale hereunder or otherwise.

The purpose of the Plan is to set forth in detail all material terms of the offering by Sponsor of the Residential Units located in the Condominium and offered hereby. Sponsor may amend the Plan from time to time by filing an amendment with the Department of Law, a copy of which amendment will be served on all purchasers of Units pursuant to executed Agreements who are not in default, and to all Residential Unit Owners and any other Offerees as may be required by applicable law or regulation.

The Plan is presented in two parts (in one volume) which together constitute the entire Plan. Part I of the Plan sets forth a general description of the offering and the rights and obligations of Sponsor and the Unit Owners. Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed physical description of the Property and certifications by Sponsor, Sponsor's architect and Sponsor's financial experts. In addition to the Plan, Sponsor has filed separately

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* Each capitalized term used in Part I of the Plan shall have the meaning ascribed thereto in the section of the Plan entitled "Certain Definitions", unless otherwise clearly indicated or defined elsewhere.

with the Department of Law certain exhibits to the Plan which are presented as Parts A (Certifications), B (General), C (Engineering) and D (Other Information).

The Plan, including all Schedules set forth herein, and Parts A, B, C and D of the exhibits, together constitute the entire offer of Sponsor to sell the Residential Units at the Condominium which are the subject of this Plan. Sponsor shall not make, and has not authorized any other party to make, any oral representations or statements concerning this Plan, and no such representations or statements shall be considered part of this Plan. No information, data or representations other than those contained herein or in the documents annexed hereto as exhibits in Part II of this Plan may be relied upon. Copies of the Plan and the exhibits will be available for inspection by prospective Purchasers without charge, and for copying at a reasonable charge, at the Sales Office by appointment.

The Condominium will be organized pursuant to Article 9-B of the Real Property Law of the State of New York, as amended, commonly known as and hereinafter referred to as the "Condominium Act." The Condominium is subject to and will comply with all statutes and regulations applicable to condominiums in the State of New York.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.

1. The Property

Sponsor acquired the Land, an approximately 53,723 square foot parcel, and the existing improvements located at Fifth Avenue at Central Park South, New York, New York, on October 15, 2004. Sponsor intends to renovate such improvements in order to create an updated luxury building (the "Building") which, as more specifically described herein, upon completion of renovation, will constitute the Condominium. The Condominium will include:

(a) 181 residential apartments (the "Residential Units") located on portions of Floors 2 through 21, together with the entrance and lobby on the First Floor at Central Park South and certain other common elements (collectively, the "Residential Limited Common Elements" which include, among other things, the 126 Storage Bins, licenses for which are offered for sale hereunder), together with the Residential Units, the "Residential Section"), which will be operated as a luxury residential condominium;

(b) (i) a single Commercial Unit (the "Transient Hotel Unit", not offered for sale hereunder) located on portions of Floors 4 through 10 of the Building and configured as 130 transient hotel guest rooms; and (ii) 152 individual hotel condominium apartments (the "Condo Hotel Units", offered pursuant to a separate offering plan) located on portions of Floors 11 through 21 of the Building; together with the entrance and lobby on the First Floor at West 58th Street and certain other common elements (such as lobbies, hallways, corridors and other service areas) in the Building serving both the Transient Hotel Unit and the Condo Hotel Units (collectively, the "Hotel Limited Common Elements"; and, together with the Transient Hotel Unit and the Condo Hotel Units, the

"Hotel Section") (see Section B below); all of which will be initially operated as a luxury hotel facility;

(c) a Commercial Unit designated as the Accessory Unit, located principally on portions of the Lower Concourse C, Main Concourse A, and Floors 1 through 4 of the Building; containing hotel accessory space, restaurants, banquet and meeting facilities and retail space, accessed via Central Park South, Fifth Avenue and 58th Street (see Section B below); and

(d) a Commercial Unit designated as the Club Unit, located principally on portions of Main Concourse A and the First Floor of the Building (see Section B below);

Based upon the current schedule, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, acts of god or other events beyond its reasonable control, renovation of the Building will be sufficiently completed to permit closings of title to the Residential Units to begin in or about October 2006. Prospective Purchasers should note, however, that the Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Residential Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Residential Section Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised Residential Section budget with current projections and if: (i) such amended budget exceeds the projected Residential Section budget set forth herein by 25% or more; or (ii) the First Residential Closing does not occur within 12 months after October 2006, the date set forth in Schedule B-1 as the commencement date for the projected First Year of Residential Section Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Residential Unit will take place prior to the Plan being declared effective.

As set forth in more detail in the Section entitled "Changes in Prices and Units" in Part I of the Plan, Sponsor reserves the right to change the number of Units from time to time by subdividing and/or combining Units, even after the Condominium is created, except with respect to a Unit as to which a binding Agreement has been entered into and remains in effect unless the Purchaser thereof consents in writing to such change.

Pursuant to a certain light and air easement made by Sponsor, as the owner of the property located at 22 Central Park South which currently serves as a residential building and adjoining the Building to the west, Sponsor has granted a perpetual and exclusive easement for unrestricted light and air over 22 Central Park South, New York, New York (designated as Block 1274, Lot 55 on the Tax Map of the City of New York, "22 CPS") above a horizontal plane drawn at an elevation of 155.89 feet above the datum level used by the Topographical Bureau, Borough of Manhattan, which is 2.75 fee above the National Geodetic Survey Vertical Datum of 1929, mean sea level, Sandy Hook, New Jersey. Such easement (i) prohibits the construction of any building structure, improvement, alteration or addition to 22 CPS that will infringe upon the easement, (ii) runs with the affected lands, buildings and improvements, (iii) benefits the owner of 768 Fifth Avenue, New York, New York (designated as Block 1274, Lot 25 on the Tax Map of the City of New York) and its successors and assigns thereof, and (iv) is binding on the owner of 22 CPS, and its successors and assigns. Such light and air easement is subordinate to the 22 CPS Lease which expires on April 3, 2008.

A detailed description of the Property is contained in the Section entitled "Description of the Property and Improvements" in Part I, Section B of the Plan.

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known as and hereinafter referred to as the "New York Condominium Act." The Property will be submitted to the provisions of said statute by recording of the Declaration in the City Register's Office. From and after the date of recording the Declaration, Sponsor will be the owner of each of the Units until each is sold and conveyed. The Condominium will comply with all statutes and regulations applicable to condominiums in the State of New York.

2. Features of Condominium Ownership

The ownership of a Residential Unit is similar in many respects to the ownership of a private home. Each Unit Owner is the fee owner of his or her Unit outright and is entitled to exclusive possession of that Unit. Each such Unit Owner also owns, in common with the owners of all other Units, an undivided interest in the Common Elements which, as more particularly set forth herein and in the Declaration, include all parts of the Property other than the Units themselves, including, without limitation, the Land and the roofs, foundations and supports of the Building, and all areas, equipment or facilities for the common use of two or more Units or two or more Unit Owners. Each Residential Unit Owner will also have certain rights with respect to certain Common Elements (i.e., the Residential Limited Common Elements) which may be exclusive of all other Unit Owners (e.g., a Terrace) or of Unit Owners who are not Residential Unit Owners (e.g., the common hallways exclusively serving the Residential Units), as the case may be.

Use and occupancy of all Units is governed by the Declaration, the Condominium By-Laws and applicable Legal Requirements; and with respect to the Residential Units, also by the Residential By-Laws, and the provisions of this Plan. Use of other portions of the Building may be subject to additional by-laws and/or rules and regulations applicable thereto (e.g., the Hotel By-Laws with respect to the Hotel Section).

As more particularly set forth in the Declaration, Condominium By-Laws and Residential By-Laws, a Residential Unit may generally be used only for residential purposes and, subject to compliance with the Declaration, the Condominium By-Laws and the Residential By-Laws, for a lawful home occupation as defined in the Zoning Resolution (a New York City resolution affecting use and occupancy); and may be leased by the Residential Unit Owner thereof to tenants only for periods of one year or more. The Commercial Units (not offered hereby) may be used for any lawful purpose, including, without limitation, for retail, public event, restaurant, banking, commercial, residential, telecommunications, hotel, office, performing arts and utility purposes. The Condo Hotel Units (not offered hereby) may generally only be used as Hotel Accessory Quarters (*i.e.*, living quarters which are not occupied by the Unit Owner thereof in excess of four months (in the aggregate) in any calendar year, and, when not occupied by such Unit Owner, available for rental on a daily basis as part of a transient hotel. The Residential Board will not have the right to restrict or limit any of the uses of, or alterations in or to, the Non-Residential Units (including the portions thereof facing the street or public area) which are permitted by applicable Legal Requirements, except as otherwise set forth in the Condominium By-Laws and Declaration. The Transient Hotel Unit will consist of 130 guest suites, which together with the 152 Condo Hotel Units will serve as the Hotel Section, a luxury hotel facility (subject to the Declaration, Condominium By-Laws and the Hotel By-Laws); the Accessory Unit will initially be used for purposes accessory to the Hotel Section such as hotel accessory space, restaurants, banquet and meeting facilities and retail space; and the Club Unit will initially be used as a health club and spa center, although no representation or warranty is made with respect to such initial or any subsequent uses of the Non-Residential Units or with respect to who the owner or tenant(s) of the Non-Residential Units may be at any time. No income derived from any use of the Non-Residential Units will constitute income to the Condominium Board, the Residential Board or the Residential Unit Owners. (See Part I, Section H for further discussion.)

With certain exceptions, any sale or lease of a Residential Unit will be subject to a right by the Residential Board to acquire or lease such Residential Unit, as the case may be, on the same terms as were offered by the Residential Unit Owner to the potential purchaser or lessee thereof. This right of first refusal in favor of the Residential Board is not applicable to a sale or lease of the Unsold Residential Units. It is also not applicable to the sale or lease of the Non-Residential Units. For a more complete discussion of the foregoing, see the Section entitled "Rights and Obligations of Residential Unit Owners and the Residential Board" in Part I of the Plan.

The Residential Board does not have the right to approve or disapprove Purchasers. There is no limit on the number of Residential Unit Owners who may purchase a Residential Unit for investment, rather than personal occupancy, purposes. As such there may always be a substantial percentage of Residential Unit Owners who are non-residents of the Condominium.

In addition, because Sponsor reserves the unconditional right to rent or lease the Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare this Plan effective and Residential Unit Owner-occupants may never gain effective control and management of the Residential Section. Sponsor must receive consent from Column Financial, Inc. (on it own behalf and on behalf of other lenders participating from time to time) and any successor lender(s) pursuant to any refinancing (the "Construction Lender" as further defined in Section A of Part I of the Plan)), to rent, rather than sell the Residential Units.

Each Unit Owner must pay Common Charges to cover the costs of operation and maintenance of the Condominium in accordance with Sections 339(i)(1)(iv) and 339(m) of the New York Condominium Act. The costs of operation and maintenance of the Condominium, including both those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole (such as expenses for insurance, repairs and maintenance of the Common Elements and various service contracts), will generally be borne by the Unit Owners in proportion to their respective Common Interests. The Non-Residential Unit Owners, who will receive in certain instances greater or fewer services from the Condominium, will bear an allocated share of the expenses of the Condominium, all as described in Schedules A and B of the Plan and Article 6 of the Condominium By-Laws. The estimated Common Charges for each Residential Unit for the projected First Year of Residential Section Operation are set forth in Schedule A.

Operation of the Condominium will be vested in the Condominium Board which will be elected by or on behalf of the Unit Owners and/or designated by Sponsor or otherwise as described in the Plan and the Condominium By-Laws, Residential By-Laws and Hotel By-Laws. As more particularly set forth in the Condominium By-Laws, the Condominium Board will determine the amounts of General Common Expenses for the Condominium as a whole, and the allocation of General Common Expenses among the Residential Units, Accessory Unit, Transient Hotel Unit, Condo Hotel Units and Club Unit. As more particularly set forth in the Residential By-Laws, the Residential Board will determine the amounts of Residential Common Expenses for the Residential Section (which will include that portion of the Condominium's General Common Expenses allocated by the Condominium Board to such Residential Section as well as additional Common Expenses arising solely out of the operation of such Residential Section as determined by the Residential Board) and the allocation of Residential Common Expenses among the Residential Units in the Residential Section. Residential Unit Owners will pay Common Charges to the Residential Board only. The Residential Board will be required to pay to the Condominium Board those portions of General Common Charges allocated by the Condominium Board to the Residential Section, before application for any other purpose.

Residential Unit Owners may decorate the interior of their Residential Units in any way that they desire, subject to compliance with the Residential By-Laws, the Rules and Regulations and applicable Legal Requirements and will be responsible for maintaining, repairing and painting their Residential Units and for complying with Legal Requirements applicable to their Residential Units, all at their own expense.

As set forth in the Residential Rules and Regulations, to promote a consistent appearance of the Building from the outside, each Residential Unit Owner will be required to install and maintain window treatments having a white-colored backing on the sides facing the windows in its Unit, which window treatments and backings must conform to any specifications (including a new color) established from time to time by the Residential Board.

Residential Unit Owners must obtain the consent of the Residential Board before altering their Residential Units in any way, subject to the further applicable provisions of the Residential By-Laws. The rights of the Non-Residential Unit Owners to decorate or alter their Units are provided in the Declaration and/or Condominium By-Laws (or Hotel By-Laws in the case of the Hotel Section) and in any event are subject to applicable Legal Requirements.

Each Residential Unit Owner may mortgage his or her Unit with such lender and in such amount as he or she chooses, provided only that the Unit Owner satisfies all unpaid liens (other than any other permitted mortgages) against his or her Unit prior to making such mortgage. Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

After The City of New York assesses as a separate tax lot each Unit and bills each Unit Owner, the Unit Owner will be responsible for paying the real estate taxes and assessments imposed against such Unit, and 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, taxes and assessments imposed on other Units.

In the opinion of Kramer Levin Naftalis & Frankel LLP, Sponsor's Counsel, an individual Residential Unit Owner who itemizes deductions generally may, under the income tax laws and regulations in effect as of the date of this Plan, subject to certain limitations, deduct from his or her income for Federal, New York State and New York City income tax purposes:

(a) the annual real estate taxes assessed against his or her Residential Unit and paid or incurred by such Residential Unit Owner; and

(b) the annual interest paid or incurred by such Residential Unit Owner on mortgage indebtedness incurred to acquire or substantially improve his or her Residential Unit, provided that such Residential Unit is a qualified residence. A "qualified residence" generally is a person's principal residence and one other residence selected by the taxpayer.

Prospective Purchasers should refer to the Section entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium" in Section V below, as well as to Sponsor's Counsel's Income Tax Opinion reproduced in Section W below for a more complete discussion.

The Condominium Board will be responsible for maintaining casualty and liability insurance (excluding terrorism and mold coverage), with respect to the entire Building (including each Unit but excluding fixtures, furniture, furnishings, decorations, appliances and other personal property not constituting part of the Unit), together with all service machinery contained therein, in accordance with the provisions of the Condominium By-Laws. See the Section entitled "The Condominium Board" in Part I for a more complete discussion. Neither the Condominium Board nor the Residential Board is required to obtain or maintain any insurance with respect to any property contained in any Unit or any liability with respect to occurrences in or about each Unit or the Common Elements appurtenant thereto. Consequently, all Residential Unit Owners are required to obtain and maintain comprehensive general public liability insurance against claims for personal injury, death or property damage occurring in, on or about such Unit Owner's Unit and the Common Elements, if any, exclusive to his or her Unit. In addition, all Residential Unit Owners are urged to obtain casualty insurance with respect to the fixtures, furniture, furnishings and other personal property located within their respective Units. Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Condominium Board and/or Residential Board will be on a "replacement cost" and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost.

Further, as a result of current fluctuations in the insurance market, neither the Condominium Board nor the Residential Board will be required to obtain or maintain terrorism or mold coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the Condominium By-Laws and/or Residential By-Laws, as applicable.

3. Offering of Units for Sale

Sponsor hereby offers the 181 Residential Units and 126 Storage Bin Licenses for sale under the Plan. None of the other Units (i.e., the Transient Hotel Unit, the Condo Hotel Units , the Accessory Unit and the Club Unit) to be included in the Condominium are being offered for sale hereunder. No representation or warranty is made as to who the owner or tenant(s) of such other Units may be or the uses to which such Units may be put at any time; and no income derived from any use of any such other Units will constitute income to the Condominium Board, the Residential Board, Hotel Board or the Residential Unit Owners.

There are no limitations on who may purchase such offered Residential Units. However, Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of the Condominium Board, the Residential Board, any Unit Owner or mortgagee, to refuse to approve and execute an Agreement for any Unit; provided, however, that Sponsor shall not discriminate against any person because of race, creed, color, gender, sexual orientation, disability, age, marital status or national origin, or as otherwise prohibited by applicable Legal Requirements.

The prices for the Units offered under the Plan are listed on Schedule A, entitled "Schedule of Purchase Prices and Other Financial Details for October 1, 2006 to September 30, 2007, the Projected First Year of Residential Section Operation." THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Sponsor will endeavor in good faith to sell, but nevertheless reserves the unconditional right, to rent or lease, rather than sell, the Units offered hereunder. As a result, Purchaser may be acquiring a Residential Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies. In addition, there is no commitment to sell more Units than the 15 percent of Residential Units necessary to declare the Plan effective and, accordingly, owner-occupants may never gain effective control and management of the Residential Section.

As of the filing of this Plan, Sponsor has a firmly committed construction loan from Column Financial, Inc. ((on it own behalf and on behalf of other lenders participating from time to time) and any successor lender(s) pursuant to any refinancing, the "Construction Lender") in the amount of $182,000,000, advances under which are subject to Sponsor complying with certain standard covenants and conditions for loans of this type. In addition, the loan documentation requires that Sponsor market the Residential Units for sale and have received executed Agreements for at least 25% of the square footage of the Residential Units in order to obtain a partial release of any Residential Unit from the lien of the applicable mortgage. Such square footage condition, however, will not result in a requirement that Sponsor have executed Agreements for more than the 15% (in number) of the Residential Units required to declare this Plan effective. Additionally, Sponsor must make a minimum payment to Construction Lender in

connection with the sale of each Unit in order for Construction Lender to release its lien from the Unit being sold.

Since the existing mortgages and construction loans covering the Property will not be satisfied at or prior to the First Residential Closing, at or prior to the First Residential Closing, each mortgagee will either: (i) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Residential Units; (ii) subordinate the lien of its mortgage to the Declaration; or (iii) release its lien on the Unit being conveyed and its interest in the Common Elements.

The estimated Residential Common Charges for each Residential Unit for the projected First Year of Residential Section Operation are also set forth in said Schedule A. In addition to the payment of Residential Common Charges, each Residential Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against such Unit (although the Condominium By-Laws and Residential By-Laws provide for a limited period of time following the recording of the Declaration when the Units may not be separately assessed), and interest and amortization payments on the mortgage, if any, which such Purchaser may obtain. Further, Residential Unit Owners may be responsible for additional charges for services which they choose to use at their option. (See the Section entitled "Available Services and Facilities" in Part I, Section B).

Schedule A sets forth the estimate for the amount of real estate taxes which will be payable with respect to each Residential Unit during the fiscal tax year from October 1, 2006 to September 30, 2007. See Note 6 to Schedule A hereof with respect to the basis of such estimate.

4. Offering of Storage Bin Licenses

Sponsor hereby offers Purchasers the opportunity to purchase the rights to one of the 126 Storage Bins pursuant to a license agreement (each such license being a "Storage Bin License"). The form of the agreement to be used for licensing the use of such Storage Bins to individual Residential Unit Owners is included in Part II of this Plan as Exhibit 13. The Storage Bins are located in the Lower Concourse C of the Building. The entrance door and frame to each of the Storage Bins will be metal mesh and metal frames. There will be two different sizes of Storage Bins; approximately 25 square feet and approximately 35 square feet.

The price for each Storage Bin License is listed on Schedule A entitled "Schedule of Purchase Prices and Other Financial Details for October 1, 2006 to September 30, 2007, the Projected First Year of Residential Section Operation." THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Holders of Storage Bin Licenses will be required to pay a license fee to the Condominium in an amount equal to $1 per month per square foot as shall be reflected on the Floor Plans of such Storage Bin, which amount shall, following the fifth anniversary of the First Residential Closing, be subject to biannual increases based upon the Consumer Price Index in effect on the date of the First Residential Closing. If at any time the licensee of a Storage Bin sells or leases its Residential Unit, it shall simultaneously assign its license of the Storage Bin to another owner of a Residential Unit, and if its fails to do so, the Residential Board shall have the

right to terminate the license of the Storage Bin and take possession of the same without compensation to the licensee. The form of the agreement to be used for licensing the use of such Storage Bins to individual Residential Unit Owners is included in Part II of this Plan as Exhibit 13.

Sponsor shall offer the Storage Bin Licenses to Purchasers on a first-come, first-served basis until such time as all of the Storage Bin Licenses have been purchased. Sponsor reserves the right to limit Purchasers to one Storage Bin License per Residential Unit purchased. Storage Bin Licenses will only be sold by Sponsor to Purchasers of Residential Units. Prospective Purchasers shall be required to deliver a deposit in the amount of 20% of the purchase price of the Storage Bin License upon execution of an Agreement as set forth in the Storage Bin License rider to the form of Agreement included in Part II of this Plan as Exhibit 1.

5. Units Not Offered For Sale Hereunder

None of the Transient Hotel Unit, the Club Unit, the Accessory Unit or the Condo Hotel Units is offered for sale hereunder.

Sponsor has applied for and has received from the New York State Department of Law (the "Department of Law") a "no-action" letter with respect to the initial creation of the Condominium and the conveyance of certain of the Units not offered for sale hereunder to its affiliate(s). The referenced no action letter issued by the Department of Law advises that no filing or registration pursuant to Section 352-e and Section 359-e of the New York General Business Law (and no condominium offering plan pursuant to the regulations promulgated thereunder) is required, as might otherwise be the case, in connection with the initial recording of the declaration (pursuant to which the Property is submitted to condominium form of ownership) and the conveyance of the Transient Hotel Unit and/or the Condo Hotel Units from Sponsor to its affiliate(s). The no-action letter does not permit the sale of any of such units to the general public without the filing of an offering plan (or the issuance of a further no-action letter).

Pursuant to such no-action letter, Sponsor will record the declaration of condominium and divide the building into the Residential Units, the Transient Hotel Unit, the Condo Hotel Units, the Accessory Unit and the Club Unit. Sponsor shall also be permitted under the no-action letter to convey the Transient Hotel Unit to an affiliated joint venture (which will retain ownership thereof) and to convey the 152 Condo Hotel Units (as a group) to the same or another of its affiliates. Notwithstanding the no-action letter permitting the creation of the Condominium and the conveyance by Sponsor of the Transient Hotel Unit and the Condo Hotel Units to its affiliate(s), Sponsor (or such affiliate) must file a separate offering plan with respect to the public offering of the Condo Hotel Units and may not offer the same for sale to the public until such Plan is accepted for filing by the Department of Law.

The El-Ad Group, Ltd. ("El Ad"), Sponsor and certain of their affiliates have entered into a Contribution and Purchase of Membership Interests Agreement (as amended and restated, the "Contribution Agreement") with Kingdom XXII (USA), Ltd., a Delaware corporation ("Kingdom"), an entity owned and controlled indirectly by a trust for the benefit of HRH Prince Alwaleed Bin Talal Abdulaziz Alsaud. Under the Contribution Agreement, in exchange for certain capital contributions by Kingdom and satisfaction of certain obligations set forth therein, Kingdom shall receive an indirect 49.9% ownership interest in the Transient Hotel Unit and an

indirect 25% ownership interest in the Condo Hotel Units. Under the Contribution Agreement, certain affiliates of El Ad shall cause the renovations of the Transient Hotel Unit and Condo Hotel Units in accordance with certain agreed upon plans and specifications, and Kingdom shall have no obligation to undertake completion of such renovations. Kingdom does not have the right to direct decisions such as the number of Condo Hotel Units being offered.

6. Certain Definitions

For convenience, general definitions of certain of the terms used in Part I of the Plan are set forth below, which definitions are subject, in many cases, to the more particular definitions of such terms set forth in the Declaration, Condominium By-Laws and Residential By-Laws included in Part II of the Plan.

Accessory Unit: The Unit designated in the Declaration as the Accessory Unit.

Accessory Unit Owner: An owner of any Accessory Unit at the time in question.

Agreement: The agreement to purchase a Unit pursuant to the Plan, the form of which is set forth as Exhibit 1 in Part II of the Plan.

Balcony: Those certain decorative inaccessible balconies appurtenant to a Residential Unit or the Hotel Section as shown on the Floor Plans.

Boards: The Condominium Board, the Residential Board and the Hotel Board, collectively, or as the context may otherwise require.

Building: The building and other improvements to be located on the Land and commonly known as 768 Fifth Avenue, New York, New York.

By-Laws: The Condominium By-Laws, the Residential By-Laws and the Hotel By-Laws, collectively, or as the context may otherwise require.

City Register's Office: The New York County office of the Register of The City of New York.

Club Unit: The Unit designated in the Declaration as the Club Unit.

Commercial Unit Owner: An owner of any Commercial Unit at the time in question.

Commercial Units: The Units designated as the Accessory Unit, Club Unit and the Transient Hotel Unit in the Declaration, as the same may be subdivided or combined in accordance with the Declaration and/or Condominium By-Laws, or Hotel By-Laws as applicable.

Common Elements: The entire property, including the Land and all parts of the Building and other improvements thereon, other than the Units. The Common Elements include, among other things, the foundations, roofs and supports of the Building and all areas, equipment or facilities for the common use of all or some of the Units or all or some of the Unit Owners. The

Common Elements include the General Common Elements, Residential Limited Common Elements and Hotel Limited Common Elements.

Common Interest: The proportionate undivided interest in fee simple absolute in the Common Elements appurtenant to each Unit, expressed as a numerical percentage and determined in accordance with the Declaration. The total Common Interest appurtenant to all Units equals 100%. As described more fully in the Condominium By-Laws, generally, the Common Interest is the basis of determining, among other things, a Unit Owner's voting power and general liability for a share of the Common Expenses.

The "Residential Common Interest" of each Residential Unit (as shown on Schedule A of the Plan) refers to the Common Interest appurtenant to each Residential Unit in proportion to the Common Interest appurtenant to all Residential Units in the aggregate and whenever in this Plan (or in the Condominium By-Laws or Residential By-Laws) it is stated that a certain percentage of Common Interest of all Residential Unit Owners is required, such percentage shall be of the Residential Common Interest of all such Unit Owners.

Condo Hotel Unit: Any Unit designated as a Condo Hotel Unit in the Declaration, and all such Condo Hotel Units, are, collectively, referred to as the "Condo Hotel Units."

Condo Hotel Unit Owner: An owner of a Condo Hotel Unit at the time in question.

Condominium: The Plaza Condominium.

Condominium By-Laws: The by-laws governing the operation of the Condominium, the form of which is set forth in Part II of the Plan, including the General Rules and Regulations.

Construction Lender: Column Financial, Inc. (on it own behalf and on behalf of other lenders participating from time to time) and any successor lender(s) pursuant to any refinancing.

Condominium Managing Agent: It is anticipated that the managing agent of the Condominium will initially be El-Ad Properties NY LLC, an affiliate of Sponsor.

CPI Increase Factor: An increase proportionate to any increase in the cost of living from the date of the initial recording of the Declaration, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Condominium Board.

Declaration: The instrument creating the Condominium, the form of which is set forth in Part II of the Plan as Exhibit 6.

Department of Buildings: The Department of Buildings of The City of New York.

First Residential Closing: The first date upon which title to any Residential Unit is conveyed to a Purchaser under the Plan.

First Year of Residential Section Operation. The 12-month period commencing on the date of the First Residential Closing, currently anticipated to be the period from October 1, 2006 to September 30, 2007.

Floor Plans: The floor plans of the Building which will be filed with, and approved by, the Real Property Assessment Bureau of The City of New York and the City Register's Office at the time the Declaration is recorded. The Floor Plans will show the locations of the Units and the Common Elements in the Building.

General Common Charges: Assessments payable to the Condominium Board by or on behalf of the Unit Owners for the purpose of meeting General Common Expenses. The Residential Common Charges payable by each Residential Unit Owner will include a proportionate share (among all Residential Unit Owners) of the portion of General Common Expenses allocated by the Condominium Board to the Residential Section. (The Residential Board will pay such General Common Charges to the Condominium Board on behalf of all Residential Unit Owners.) The General Common Charges payable by each Non-Residential Unit Owner will be paid directly to the Condominium Board (or in the case of the Hotel Section, paid to the Hotel Board which will in turn pay the Condominium Board) and be based on the allocated share of those General Common Expenses incurred by the Condominium Board (or the Hotel Board as the case may be) in furnishing services to, or in operating, maintaining and repairing those General Common Elements that are used by such Non-Residential Unit Owner, in accordance with the provisions set forth in the Declaration and Condominium By-Laws.

General Common Elements: All of the Common Elements which are not Residential Limited Common Elements or Hotel Limited Common Elements, as more particularly described in the Declaration and as shown on the Floor Plans for the Building.

General Common Expenses: The costs and expenses in connection with the repair, maintenance, replacement, restoration, care, upkeep and operation of, and any alteration, addition or improvement to, the General Common Elements and the provision of services to all Unit Owners.

General Rules and Regulations: The rules and regulations of the Condominium, if any, that may be made and amended in accordance with the Condominium By-Laws from time to time.

Hotel Board: The board of managers for the Hotel Section.

Hotel By-Laws: The by-laws governing the operation of the Hotel Section, including the Hotel Rules and Regulations.

Hotel Limited Common Elements: Those Common Elements which serve or benefit exclusively the Transient Hotel Unit, the Transient Hotel Unit Owner, the Condo Hotel Units or the Condo Hotel Unit Owners as more particularly described in the Declaration.

Hotel Manager: The manager of the Hotel Section at the time in question.

Hotel Rules and Regulations: The rules and regulations of the Hotel Section, if any, that may be made and amended in accordance with the Hotel By-Laws from time to time.

Hotel Section: The Transient Hotel Unit, the 152 Condo Hotel Units and the Hotel Limited Common Elements.

Hotel Unit Owner: An owner of a Condo Hotel Unit or the Transient Hotel Unit at the time in question.

Initial Residential Control Period: The period ending upon the later to occur of: (a) the fifth anniversary of the First Residential Closing; or (b) the closing of title to Residential Units representing more than 90%, both in number and in aggregate Common Interests, of all Residential Units.

Land: The land situated on the west side of Fifth Avenue between West 58th Street and Central Park South, New York, New York, comprising the parcel commonly known as 768 Fifth Avenue, as further and more particularly described in the Declaration.

Legal Requirements: All laws, statutes and ordinances (including, without limitation, environmental laws, and all building codes and zoning ordinances) and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including, without limitation, the New York City Department of Buildings, the City Planning Commission, the boards of fire underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof, all as more fully provided in the Condominium By-Laws.

Limited Common Elements: The Residential Limited Common Elements, Hotel Limited Common Elements, as the case may be.

LPC: Landmarks Preservation Commission.

Non-Residential Unit: Any Unit other than a Residential Unit.

Non-Residential Unit Owner: An owner of a Non-Residential Unit at the time in question.

Offeree: A Purchaser who has executed and delivered an Agreement to Sponsor or Selling Agent and whose Agreement is in effect, and a Residential Unit Owner.

Permitted Encumbrances: Those matters encumbering title to a Residential Unit subject to which a Purchaser agrees to take title, as more particularly itemized on Schedule A annexed to the form of Agreement.

Permitted Mortgage: A mortgage of a Residential Unit or Residential Units permitted to be placed thereon pursuant to the provisions of the Condominium By-Laws or Residential By-Laws, as applicable.

Plans and Specifications: The plans and specifications for the renovation of the Building which (to the extent required by applicable Legal Requirements) have been or will be filed with the Department of Buildings and which may, from time to time, hereafter be amended in accordance with the provisions of the Plan.

Property: The Land, the Building and the appurtenances thereto, including, without limitation, all Common Elements.

Purchaser: A purchaser of one or more of the Residential Units offered hereunder pursuant to an Agreement.

Residential Board: The board of managers for the Residential Section.

Residential By-Laws: The by-laws governing the operation of the Residential Section, the form of which is set forth as Exhibit 8 in Part II of the Plan, including the Residential Rules and Regulations.

Residential Common Charges: Assessments payable to the Residential Board by the Residential Unit Owners, pro rata, in accordance with their respective Residential Common Interests (except as otherwise provided in the Declaration, the Condominium By-Laws or the Residential By-Laws) for the purpose of meeting the Residential Common Expenses, including without limitation, each Residential Unit Owner's share of General Common Charges as allocated by the Condominium Board to the Residential Section.

Residential Common Expenses: Those costs and expenses in connection with the repair, maintenance, replacement, restoration, care, upkeep and operation of, and any alteration, addition or improvement to, the Residential Limited Common Elements and the business and affairs of the Residential Section as determined by the Residential Board, plus a portion of the General Common Expenses of the Condominium as allocated to the Residential Section by the Condominium Board in accordance with the Condominium By-Laws.

Residential Limited Common Elements: Those Common Elements which serve or benefit exclusively one or more of the Residential Units or the Residential Unit Owners as more particularly described in the Declaration.

Residential Managing Agent: It is anticipated that the managing agent of the Residential Section will initially be El-Ad Properties NY LLC, an affiliate of Sponsor, pursuant to a management agreement, as more fully discussed in "Management Agreement" in Part I, Section Y of this Plan.

Residential Rules and Regulations: The rules and regulations of the Residential Section, if any, that may be made and amended in accordance with the Residential By-Laws from time to time.

Residential Section: The Residential Units and Residential Limited Common Elements.

Residential Unit: Any Unit designated as a Residential Unit in the Declaration, and all such Residential Units are collectively referred to as the "Residential Units."

Residential Unit Owner: An owner of any Residential Unit at the time in question.

Resident Manager: The resident manager of the Residential Section at the time in question.

Residential Unit Power of Attorney: The residential power of attorney set forth in Part II, Exhibit 2 of the Plan.

Sales Office: The sales office for the Residential Units, at a location to be designated by the Selling Agent from time to time. The Sales Office will initially be located at 1 Central Park South, Third Floor, New York, New York.

Selling Agent: Stribling Marketing Associates LLC having an address at 924 Madison Avenue, New York, New York 10021.

Sponsor; Sponsor or its designee; or similar phrases: Sponsor, any affiliate of Sponsor or a designee of Sponsor. An affiliate of Sponsor shall be deemed to be: (i) a person or entity who or which owns 25% or more of the legal or beneficial interest of Sponsor; or (ii) an entity with respect to which Sponsor owns 25% or more of the legal or beneficial interest.

Sponsor's Counsel: Kramer Levin Naftalis & Frankel LLP.

Sponsor's Office: The office of Sponsor located at c/o El-Ad Properties NY LLC, 225 Fifth Avenue, New York, New York 10010 or any other office regularly maintained by Sponsor in the City of New York.

Storage Bin: The storage bins located in the Lower Concourse C of the Building which will be made available for the exclusive use of certain of the Residential Unit Owners and which constitute Residential Limited Common Elements.

Terrace: Any of the terraces appurtenant to a Residential Unit or the Hotel Section as shown on the Floor Plans.

Title Company: Fidelity National Title Insurance Company of New York (2 Park Avenue, Suite 1420, New York, New York 10016, Attn: Neil A. Clark, (212) 845-3103); Royal Abstract, (500 Fifth Avenue, Suite 1940, New York, New York 10110, Attn: Martin Kravet, (212) 376-0900); First American Title Insurance Company of New York, (633 Third Avenue, New York, New York 10017, Attn: Bruce J. Clay, (212) 850-0632); Title Associates (825 Third Avenue, 30th Floor, New York, New York 10022, Attention: Norman Sloan; (212) 758-0050), or such other or additional company/ies designated by Sponsor in an amendment to this Plan.

Transient Hotel Unit: The Unit designated in the Declaration as the Transient Hotel Unit.

Transient Hotel Unit Owner: The owner of the Transient Hotel Unit at the time in question.

Unit: Any space designated as a Residential Unit, Transient Hotel Unit, Condo Hotel Unit, Accessory Unit or Club Unit in the Declaration, consisting, generally, of the relevant Condominium unit in the Building and an appurtenant undivided interest in the Common Elements and, with respect to the Residential Units, the Residential Limited Common Elements, with respect to the Transient Hotel Unit and the Condo Hotel Units, the Hotel Limited Common Elements. All of such Units are collectively referred to as the "Units."

Unit Owner: The owner of a Unit at the time in question.

Unsold Residential Units: Any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or any of their respective designees as the holder of one or more Unsold Residential Unit(s); any Residential Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or one or more of its principals is a member; or a Residential Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Sponsor or the designee of a holder of such a Permitted Mortgage. All or any of such Residential Units are collectively referred to as the "Unsold Residential Units."

Zoning Resolution: Zoning Resolution of The City of New York, effective as of December 15, 1961, as the same has been and hereafter may be amended from time to time.

74-711 Permit: The 74-711 permit is a special permit granted pursuant to the City's Uniform Land Use Review Procedure in connection with the retail use, banquet use, restaurant use and health club use in certain spaces of the Building as further described in Section C of the Plan.

All other capitalized terms used in Part I of the Plan which are not separately defined in Part I shall have the meanings ascribed thereto in the Condominium By-Laws, Residential By-Laws or in the Declaration, as the case may be. Unless the context otherwise requires, words used in the singular include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

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B. DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

The following is a general description of the Property, including the Land, Building, Units and Common Elements, as well as certain facilities and services anticipated to be provided at the Condominium. For a more detailed physical description of the Property, see "Description of Property and Specifications" in Part II of the Plan.

1. The Building

a. The Existing Structure

The Building is located on the Land, situated on the west side of Fifth Avenue in New York, New York between West 58th Street and Central Park South. The Land consists of Block 1274, Lot 25 on the Tax Map of the Borough of Manhattan. Originally constructed between 1905 and 1907, the Plaza Hotel was designed by renowned architect Henry J. Hardenbergh. Set back from Fifth Avenue, the Building is prominently sited behind Grand Army Plaza and occupies the entire blockfront along Fifth Avenue between 58th and 59th Streets. The 18-story structure is U-shaped in plan, with els extending 250 feet along 59th Street, 285 feet along 58th Street and a frontage of approximately 200 feet on Fifth Avenue. The 58th Street elevation was extended in 1921 according to the designs of Warren & Wetmore. The Building is organized in a classical tripartite composition with base, shift and capital, and projecting pavilions at the corners. The French-renaissance styling of the Building is more simply interpreted in the 1921 extension. The three-story rusticated marble base is surmounted by a shaft clad in buff, glazed brick. The shaft is capped by a glazed terra-cotta balcony at the fourteenth story. The Building is crowned by a five-story mansard roof clad in green, glazed terra-cotta tiles marked with dormers clad in copper and terra cotta, which terminate at the cheneau (ridge flashing) above the eighteenth story. Turrets flank each end of the Fifth Avenue façade and are terminated by copper-clad cupolas. Intricate cooper cresting crowns the gables and finishes the ornate mansard roof against the surrounding skyline. Long recognized as a historic and architectural prize, The Plaza Hotel's unique status was further confirmed by its being declared a New York City Landmark in 1969 and a National Historic Landmark in 1986.

The Building is renowned around the world as the gateway to Central Park, world class shopping, Rockefeller Plaza, the Museum of Modern Art, and St. Patrick's Cathedral, has starred in award winning movies such as Breakfast at Tiffany's, The Great Gatsby, North by Northwest, and The Way We Were, and been recognized for its magnificence by countless authors, travelers and patrons.

b. The Renovated Structure

Sponsor intends to renovate the Building in such as way as to maintain the Plaza's distinctive features known throughout the world. The Building will consist of four below grade levels with varying heights (Mechanical Level, Lower Concourse C, Lower Concourse Mezzanine B and Main Concourse A), and there are 21 stories above grade (First Floor, floor 2 through floor 19, and two penthouse floors, floors 20 and 21).

The renovated Building will consist of a Residential Section, Hotel Section, certain accessory space and a health club. The primary entrance for the Building will be located on Fifth Avenue.

The primary entrance for the Residential Section will be located on Central Park South. This entrance and lobby will include the concierge desk, security and a valet. Four elevators are located in Residential Section lobby to serve the Residential Units. There will be 181 Residential Units located on floor 2 through floor 19, with two floors of penthouses above floor 19. The Residential Section will encompass approximately 428,000 gross square feet of the approximately 935,000 gross square feet of the Building.

The primary entrance for the Hotel Section will be from the combined entrance on Fifth Avenue with a secondary dedicated entrance located on West 58th Street. The Hotel Section lobby will include a personalized reception area, concierge and valet functions, and lounges Three dedicated passenger elevators and two service elevators will serve the Hotel Section. There will be 130 hotel guest suites on floor 4 through floor 10 and 152 Condo Hotel Units on floor 11 through floor 21.

Assuming the Sponsor is granted the 74-711 Permit, certain hotel accessory space, (which shall include restaurant space, ballroom space, meeting room space and retail space), can be accessed via Central Park South, Fifth Avenue and West 58th Street and through interior convenience doors by and between the Residential Section, the Hotel Section and the Accessory Unit, will be utilized as a combination of hotel accessory space and retail space. The accessory space on the First Floor will be located between the Residential Section and the Hotel Section and will continue to have many of the Plaza restaurants and lounges that currently exist (e.g. the Oak Room and Oak Bar, the Palm Court, the Edwardian Room and the Terrace Room). Floor 2 will contain the mezzanine portion of the Terrace Room along with some retail space. Floors 3 and 4 will serve as banquet and meeting facility space for the Hotel Section. The accessory space on the Main Concourse A will be converted into a retail galleria and the remaining accessory space on the Lower Concourse C will serve as retail storage and/or additional retail space. Additionally, there will be vitrines (display cases) located in certain portions of the Accessory Unit. It is currently anticipated that a health club will be located in the Club Unit space on the Main Concourse A.

The transformation of the Building into the renovated structure described above will involve a major interior and exterior rehabilitation. The interior renovation will include a thorough restoration of all interior landmark spaces. In some spaces, the historic materials are largely intact and sound, and the required work is limited to cleaning and maintenance. However, deterioration related to the constant and heavy use of the spaces will require repair of some materials. In other spaces, interventions that detract from the historic character, design and/or materials will be removed wherever possible, and the original materials repaired. Mosaic floors will be cleaned and refinished, and repairs will be performed where the tessera are damaged or eroded, or grout cracked. Stone walls will be cleaned and repaired where necessary. Hardware, such as door handles and hinges, handrails, and grilles will be cleaned and restored, or new pieces matching the originals will be manufactured where the originals are broken or missing.

The exterior restoration will provide new waterproof roof systems while retaining the visual features of the existing roof. All existing terra-cotta tiles on the existing sloped, Mansard and Pavilion (at the northwest, northeast and southeast building corners) roofs will be removed down to the existing concrete and tile roof decks. A new waterproof system will be installed topped by new, 9" x 14" terra-cotta roof tiles colored to match the originals. Minimum 20 ounce

copper will be used at all open valleys and flashings. All existing copper cladding on all Mansard and Pavilion roof dormers (except as noted below) will be removed and will be replaced by new, minimum 20 ounce copper cladding over a new waterproof system. The profiles of the new cladding will match those of the existing. Flashings will be a minimum of 20 ounce copper. All existing cheneau and ridge flashings will be replaced with minimum 20 ounce copper with profiles to match the existing. All existing parapet copings will be replaced with minimum 20 ounce copper with profiles to match the existing. Existing cresting on the three corner pavilions will be replaced with profiles to match the existing and with minimum 20 ounce copper at the apron and curbing to permit installation of the new roofing, and will be repaired and coated at the decorative railing including piers and scrolls. New fiberglass finials, to match replaced originals in dimensions and configurations will be provided at the pavilion corners. Selective existing copper, dormer cladding and other copper will be retained, repaired and coated. This includes existing cladding which is embedded in terra-cotta or brick masonry, exposed edges of existing copper gutters, water tower copper and other small, miscellaneous copper surfaces. Numerous original, decorative finials throughout the roof which are no longer on the Building will be replaced with new, fiberglass finials to match the original dimensions and configurations. Marble and limestone at the three-story building base will be selectively repaired and re-pointed. Marble at the 59th Street entrance will have obtrusive attachments removed, will be selectively patched and will be cleaned. The 58th Street, first floor limestone façade will have more extensive repair and additionally will be cleaned. An original, but now missing, service entrance will be re-created as will an original storefront. Stonework around both openings will match the existing. Non-original air-conditioning grilles in the 58th Street, 3rd floor cornice will be removed and new limestone will fill the cornice where it was cut for the grilles. The 58th Street, 5th floor air-conditioning grilles will be removed and the openings filled with glazed brick to match the existing. Selective 58th Street, 8th floor displaced brick will be rebuilt. Fifth Avenue and 59th Street glazed terra-cotta and brick at the 13th floor Balconies and above will be patched and re-glazed in numerous locations. Work at these areas will also include selective cleaning and re-pointing as well as joint repair. The west elevation, south wing brick will be re-pointed and will also have selective sill repair. The west elevation, north wing brick will be selectively patched and re-pointed. The 58th Street cast-iron marquee will be completely restored. All disassembled features will be repaired, with missing features replaced, and re-installed. All cast-iron will be painted with colors to match the original. Sponsor has no specific knowledge about problems with or needed repairs to the façade of the Building other than any items which will be corrected as part of the restoration of the Property contemplated hereby.

The LPC, on October 1, 1991, approved certain alterations to the roof on the north, east and south elevation. A new one-story addition (floor 21) will be added above floor 20. Such additional floor will serve as the upper level of the new duplex apartments and mechanical spaces. Additionally, there will be small additions at floor 19 and floor 20 on the north and east sides of the courtyard. The dormer window of the floor 19 will be enlarged to match the size of the window on floor 18. The existing copper cheneau (ridge flashing) will be removed and the existing mansard roof on the Building's north and east sides between the corner pavilions will be lowered by approximately three feet. A replica of the copper cheneau will be installed. The sloped roof of floor 20 will be modified to include large skylight windows. Floor area will be added on floor 19, 20 and 21 on the courtyard side of the north and east wing extending the floor by 7'6".

Sponsor has engaged Costas Kondylis & Partners LLP, as architect of record. In addition, Flack & Kurtz has been retained as mechanical and electrical engineer, Cantor Seinuk, as structural engineer, and Tishman Construction as construction manager. (See "Identity of Parties" in Part I, Section Z.) The Plans and Specifications for the renovation of the Building have been prepared by Costas Kondylis & Partners LLP, in consultation with such other professionals.

Renovation of the Building, including the individual Units, will be completed substantially in accordance with the Plans and Specifications, and otherwise in accordance with the Zoning Resolution, the Building Code of The City of New York and all other applicable Legal Requirements.

Sponsor reserves the right, without prior notice to Purchasers or amendment of this Plan (but subject to obtaining any required approval(s) of any governmental authorities having jurisdiction), to: (i) amend from time to time any of the Plans and Specifications (including changes in layouts and designs, changes in the size or number of Units and/or their respective percentages of Common Interest, changes in the size or quality of the Common Elements and changes affecting the materials, appliances, equipment, fixtures and other construction details); and/or (ii) substitute materials, appliances, equipment and fixtures that are of equivalent or better quality and design in place of those described in the Plans and Specifications. Any such changes, if material (for example, variations in square footage in excess of 5%), shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. No such change will be made if the same would materially adversely affect any Purchaser under an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless (i) the affected Purchaser consents; (ii) the Purchaser is in default or (iii) the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such material adverse change, offer the affected Purchaser(s) the right, for at least 15 days, to rescind their Agreement(s) and receive a refund of their Deposit(s), together with all interest earned thereon. No material change will be made in the size or location of any of Units' other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which an Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change. However, as long as the layout and dimensions of a Residential Unit conform substantially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Residential Unit by reason of a minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved of any obligations under the Agreement, by virtue of a minor inaccuracy or error in the floor plans. With regard to size, such minor error would mean a decrease of 5% or less or any increase in the size of any Unit or room contained in a Unit.

The Building incorporates highly sophisticated mechanical equipment designed to provide for the physical comfort and convenience of the Building's occupants. During normal operation of this equipment, some occupants of Residential Units adjacent to or in the vicinity of the equipment floors and equipment areas of the Building may perceive noise and/or vibration from the equipment. The sole obligation of Sponsor and the Boards with respect to such noise and/or vibration shall be to install and operate such equipment in a manner consistent with commercially reasonable practices in typical luxury residential buildings and in compliance with applicable Legal Requirements, including the New York City Building Code.

Based upon the current schedule, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, acts of god or other events beyond its reasonable control, renovation of the Building will be sufficiently completed to permit closings of title to the Residential Units to begin in or about October 2006. Prospective Purchasers should note, however, that the Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Residential Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Residential Section Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised Residential Section budget with current projections and if: (i) such amended budget exceeds the projected Residential Section budget set forth herein by 25% or more; or (ii) the First Residential Closing does not occur within 12 months after October 2006, the date set forth in Schedule B-1 as the commencement date for the projected First Year of Residential Section Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Residential Unit will take place prior to the Plan being declared effective. Based upon the current schedule, it is projected that all Residential Units will be substantially completed on or about April 2009 and construction in the other portions of the Building will be substantially completed on or about April 2009. The Plan shall be amended to disclose any revisions to the construction schedule.

2. Residential Units

The Residential Section will include a total of 181 Residential Units located on portions of floor 2 through floor 21 (including the Residential Unit which will serve as the Resident Manager's Apartment). The Residential Units vary in size from a studio apartment with approximately 622 gross square feet to a four-bedroom residence with 6,424 gross square feet.

The kitchens will have custom wood cabinetry and Viking or equal appliances. The bathrooms will be outfitted with marble or ceramic tile floors and walls, and Kohler or equal plumbing fixtures and trim. The living room, dining room and bedrooms of each Residential Unit will have full wood casing and trim. Each Residential Unit will be pre-wired to accept the latest technology in on-demand concierge services, television, cable and internet services. Detailed descriptions of the Residential Units are set forth in the Declaration and in Exhibit 5 in Part II of the Plan. Exhibit 4 also includes a detailed description of the fixtures, finishes, appliances and equipment included in each Residential Unit.

The height of the Residential Units, measured from the top of the floor slab to the bottom of the hung ceiling heights in the Residential Units, will generally be nine feet to eleven feet, varying from floor to floor. Ceiling heights in the kitchens, powder rooms, bathrooms and foyers will be approximately nine feet but may vary. Ceiling heights in the public corridors will be approximately ten feet to fourteen feet but may vary. At beam drops and/or where there are concealed mechanical pipes or ducts or dropped ceilings, heights may be lower than the above stated heights and may also vary slightly from room to room.

There will be no modifications or extras for any Residential Unit unless set forth in the Agreement for such Residential Unit. Moreover, Sponsor shall not be obligated to correct and shall have no liability or responsibility to any Purchaser for, and no Purchaser shall be entitled to any reduction in or credit against the purchase price of his or her Residential Unit or be otherwise relieved from performing his or her obligations under the Agreement as a result of minor or insubstantial inaccuracy or error in the floor plans for such Residential Unit as set forth in Part II of the Plan.

3. Hotel Section

In addition to the Residential Units, the Condominium will include a Hotel Section, a five star luxury hotel facility consisting of 130 hotel guest suites within the Transient Hotel Unit, and 152 Condo Hotel Units. The primary entrance for the Hotel Section will be from the combined entrance on Fifth Avenue with a secondary dedicated entrance located on West 58th Street. Located on portions of the Lower Concourse C, Main Concourse A and First Floor through floor 21, the Hotel Section will encompass approximately 276,000 gross square feet of the 935,000 total gross square feet of the Building. The Hotel Section lobby will include a reception area, concierge and valet functions, and lounges.

The Sponsor entered into two agreements with the New York Hotel & Motel Trades Council, AFL-CIO (the "Union") in connection with Sponsor's development of the Hotel Section and Sponsor's use of employees in the Hotel Section. Among other things, Sponsor and the Union reached an agreement on the following items: (i) maintaining approximately 131 hotel guest suites (130 are currently planned) as a transient hotel and converting approximately 135 hotel guest suites (152 are currently planned) into Condo Hotel Units and maintaining the Oak Bar, Oak Room, the Palm Court and the Ballroom as hotel function and meeting areas; (ii) converting a portion of the Building into Residential Units for residential use; (iii) employee wages, hours and other terms of employment at the Hotel Section; (iv) lobbying efforts by Sponsor and Union with respect to certain legislation regarding hotel conversions; and (v) the structure of the Hotel Section and the Union's role in Sponsor's plans for the Hotel Section. The agreements with the Union do not set forth a term. The approximate size and number of hotel

keys referenced in the Union agreements, as described above, substantially conform to Sponsor's currently contemplated plans for the Hotel Section referenced above.

None of the Residential Unit Owners, the Condominium Board, the Residential Board, the Accessory Unit Owner or the Club Unit Owner will have any interest in the rents, profits or revenues from the rental, use or sale of any space in the Hotel Section. In addition, subject to all applicable zoning regulations and the Declaration, Condominium By-Laws, and Hotel By-Laws, the Transient Hotel Unit and the Condo Hotel Units may be sold, leased or subleased by the Unit Owners thereof, or subdivided by such Unit Owners into two or more separate units and such subdivided units sold or leased. (See "Non-Residential Units" in Part I of the Plan for more detail.)

4. Accessory Unit and Club Unit

In addition to the Residential Section and the Hotel Section, the Condominium will include the Accessory Unit, and Club Unit. None of the Residential Unit Owners, the Transient Hotel Unit Owner, the Condo Hotel Unit Owners, the Condominium Board, the Residential Board or the Hotel Board will have any interest in the rents, profits or revenues from the rental, use or sale of any space in the Accessory Unit or the Club Unit. In addition, subject to all applicable zoning regulations and the Declaration and Condominium By-Laws, the Accessory Unit and Club Unit may be sold, leased or subleased by the Unit Owners thereof, or subdivided by such Unit Owners into two or more separate units and such subdivided units sold or leased. (See "Non-Residential Units" in Part I of the Plan for more detail.)

Subject to all applicable zoning regulations, the Declaration, the Condominium By-Laws, and the Hotel By-Laws, each Non-Residential Unit may be sold, leased or subleased by the Unit Owner thereof, or subdivided by the Unit Owner thereof into two or more separate commercial condominium units and such subdivided units sold or leased. (See "Non-Residential Units" in Part I, Section H hereof.)

The Accessory Unit, currently hotel accessory space, can be used for any legal purpose, subject to all applicable zoning regulations, the Declaration and the Condominium By-Laws. Currently, approximately 75% of the accessory use space is within a R10-H zone and 25% is within a C5-2.5 zone. Without a 74-711 Permit, most of the accessory use space within the R10-H zone will remain accessory to the Hotel Section. This accessory space would include restaurant space, ballroom space, meeting room space and retail space. The remaining accessory space may be allocated to the enlargement of proposed residential units, the enhancement of residential amenity spaces, or possibly medical office space. Among the types of residential amenities that may be included would be banquet rooms, lounges, media rooms and storage facilities. The accessory use space that is currently in the C5-2.5 zone which includes most of the Terrace Room, most of the Ballroom, and the spaces to the south and west of these rooms, would be used as retail space at the First Floor and floor 2, banquet space at floor 2, retail at the Main Concourse A and medical office and/or back-of-house space at the Lower Concourse C.

In the event the 74-711 Permit is accepted, on the First Floor, the Palm Court and Oak Room/Oak Bar will operate as restaurants. The Edwardian Room will serve as either a restaurant or a shop. The circulation spaces including the Fifth Avenue lobby and the corridor leading around the Palm Court to the Oak Room will serve as public circulation to the commercial

spaces. The Terrace Room will become retail along with the space adjoining it to the south. On floor 2, the space south of the Terrace Room will become retail and will be connected to the Terrace Room and retail space on the First Floor. The Main Concourse A will contain retail space as well as kitchens for the restaurants and the proposed health club. The Lower Concourse C will contain a smaller retail space that may be storage or active retail, as well as back-of-house and storage space for the residential, hotel and commercial spaces. Floor 3 will contain the Ballroom and adjoining pre-function meeting room areas, which will operate as a banquet facility. Floor 4 will contain additional meeting rooms, which will be part of the banquet facility. Notwithstanding the foregoing, Sponsor makes no representation or warranty regarding the use of the Accessory Unit.

While it is anticipated that the Club Unit will contain a health club facility open to the public, Sponsor makes no representation or warranty regarding the use of such space. Furthermore, such Club Unit will not be managed by Sponsor or be available for use by the Residential Unit Owners without payment of additional fees.

5. Storage Bins

As indicated on the Floor Plans, there will be a total of 126 Storage Bins in the Condominium, located in the Lower Concourse C of the Building. The entrance door and frame to each of the Storage Bins will be metal mesh and metal frames. The Storage Bin Licenses will be sold to individual Residential Unit Owners by Sponsor in its sole discretion. Storage Bins may not be licensed to any person, party or entity which is not a Residential Unit Owner (provided that such restriction shall not apply to Sponsor or its designees, or to the Residential Board or its designees) and may only be used for storage purposes, provided that no materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Storage Bins for any lawful purpose or to change the permitted use of any unlicensed Storage Bins, subject, however, to the provisions of the Declaration. If at any time the licensee of a Storage Bin sells or leases its Residential Unit, it shall simultaneously assign its license of the Storage Bin to another owner of a Residential Unit, and if it fails to do so, the Residential Board shall have the right to terminate the license of the Storage Bin and take possession of the same without compensation to the licensee. The form of the agreement to be used for licensing the use of such Storage Bins to individual Residential Unit Owners is included in Part II of this Plan as Exhibit 13.

6. Terraces and Balconies

As indicated in Schedule A, certain Terraces are appurtenant to certain Residential Units. Each such Terrace is a Residential Limited Common Element. The Residential Unit Owner of a Residential Unit having a Terrace shall have the exclusive use of the Terrace appurtenant thereto, subject to the right of the Residential Board to regulate its use in accordance with the Residential By-Laws and the Residential Rules and Regulations; and such Residential Unit Owner shall be responsible for all normal maintenance, repairs and replacements to such Terrace. However, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any Terrace (unless caused by or attributable to the Residential Unit Owner thereof or unless such Terrace is appurtenant to the Hotel Section) shall be charged to all Residential Unit Owners as a Residential Common Expense.

The Residential Board shall have the right to require a Residential Unit Owner to remove plantings, roof surfaces and other installations which have been placed on the Terraces appurtenant to such Residential Unit if the Residential Board determines, in its sole discretion, that such plantings or other installations may adversely affect the integrity of the roof or other portion of the Building or is otherwise unsafe. In addition, the Condominium Board and the Residential Board (or the Hotel Board in the case of a terrace appurtenant to the Hotel Section) shall each have the right, in connection with any repair or maintenance work in the Building, to erect scaffolding temporarily on any Terrace. In no event shall any Residential Unit Owner of a Residential Unit having a Terrace be permitted to enclose or erect any structure on such Terrace. The Condominium Board and the Residential Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Residential Units and to insure the integrity of the Building and the health and safety of the occupants.

The Balconies are merely decorative, are not appurtenant to any Residential Units and may not be used by the Unit Owners in the adjacent Units for any purpose.

7. Common Elements

As is set forth in more detail in the Declaration, the Common Elements consist of the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in the Declaration) and all parts of the Building other than the Units themselves, including, generally, the foundations, roofs and supports of the Building and all other parts of the Building and all apparatus, installations, systems, equipment and facilities therein for the common use of the Units and Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property. The Common Elements are divided into the following separate categories: (a) the General Common Elements, which are, generally, those Common Elements which serve or benefit all the Units or Unit Owners; (b) the Hotel Limited Common Elements, which are generally those Common Elements which service or benefit the Hotel Section; and (c) the Residential Limited Common Elements, which are, generally, those Common Elements which serve or benefit exclusively the Residential Units or the Residential Unit Owners. The Common Elements cannot be divided or partitioned, except as provided in the New York Condominium Act. A Unit Owner's interest in the Common Elements shall not be separated from the Unit to which it appertains. For a detailed description of the Common Elements, see Exhibit 4 in Part II of the Plan and Article 7 of the Declaration (Exhibit 6 in Part II of the Plan).

a. General Common Elements

The General Common Elements consist of all Common Elements other than the Limited Common Elements, and include, among other things, the following: (a) the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in the Declaration); (b) all foundations, foundation walls, roofs (except as otherwise expressly provided in the Declaration), footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs and ceilings; and those portions of the exterior walls beyond the Unit side of the glass or concealed block work or other structural members of those walls (including all exterior glass surfaces), to the extent any of the same are located on or below the First Floor of the Building (except those of the above items which are Limited Common Elements); (c) the Building façade and those portions of the exterior walls of the Building and all canopies and

attached fixtures beyond the Unit side of the glass or concealed block work or concealed structural members of those walls (including exterior glass surfaces), to the extent the same form a perimeter to, and are adjacent to, a General Common Element and are located on or below the First Floor of the Building; (d) the water cooling towers, including the structure provided for the water cooling towers; (e) all passages and corridors, mechanical and other utility rooms, all fire staircases, landings and stairs, areas and spaces located in the Building, which are not Limited Common Elements or included in any Unit; (f) central smoke and carbon monoxide alarm system; (g) any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, serving or benefiting any combination of the Residential Units, the Accessory Unit, Club Unit and Hotel Units; (h) hot water, condenser water and chilled water systems; (i) all mechanical equipment and associated piping and controls serving or benefiting any combination of the Residential Units, the Accessory Unit, the Club Unit and Hotel Units; (j) all electrical risers, feeders, lines and equipment, including incoming service, emergency generator main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting any combination of the Residential Units, the Accessory Unit, the Club Unit, or the Hotel Units, excluding, however, all such items located within a Unit and serving only that Unit; (k) all plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing domestic hot water, including pumps, valves, heat exchangers, pressure reducers, meters and water heaters and chillers, excluding, however, all such items located within a Unit and serving only that Unit; (l) all fire protection equipment for distribution of sprinkler and standpipe systems including the water storage tank and the structure provided for the tank; (l) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), excluding, however, all such items located within a Unit and serving only that Unit; (m) all electric service rooms, gas, steam and water meter rooms, storage rooms, workrooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting any combination of the Residential Units, the Accessory Unit, the Club Unit, and the Hotel Units; (n) all loading docks, if any, serving any combination of the Residential Units, Hotel Units, Accessory Unit and Club Unit; (o) all other facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of any combination of the Residential Units, the Accessory Unit, the Club Unit and the Hotel Units; and (p) all other parts of the Property either existing for the common use of any combination of the Residential Units, the Accessory Unit, the Club Unit, and the Hotel Units, or their respective Unit Owners or that are necessary or convenient for the existence, maintenance, operation or safety of the Property. The Common Elements cannot be divided or partitioned, except as provided in the New York Condominium Act. A Unit Owner's interest in the Common Elements shall not be separated from the Unit to which it appertains. For a detailed description of the Common Elements, see Article 7 of the Declaration (Exhibit 6 in Part II of the Plan).

b. Residential Limited Common Elements

The Residential Limited Common Elements are generally, those Common Elements which serve or benefit exclusively the Residential Units, or the Residential Unit Owners and include but are not limited to those rooms, areas, corridors, spaces and other parts of the Building and all facilities therein for the common use of all or a combination of the Residential Units or the Residential Unit Owners or which are necessary or convenient for the existence, maintenance, operation or safety of all or a combination of the Residential Units, and consist

more specifically of the following: (a) the lobby and entrance located on the First Floor and entered from Central Park South; (b) all passages, corridors, Storage Bins, storage rooms, housekeeping areas, all fire staircases, landings and stairs, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) located in the Building which exclusively serve or benefit the Residential Units and are not part of any Unit; (c) the passenger elevators and the service elevators, in each case exclusively serve or benefit the Residential Section and in each case including the shafts, elevator equipment, elevator pits and entrances and appurtenant facilities; (d) smoke and carbon monoxide alarm system, telephone system and cable television system; (e) any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, serving or benefiting solely the Residential Units; (f) hot water and condenser water systems; (g) all mechanical equipment and associated piping and controls serving or benefiting solely the Residential Units; (h) all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting solely the Residential Units; (i) all plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing domestic hot water, including pumps, valves, heat exchangers, pressure reducers, meters and water heaters, benefiting solely the Residential Units; (j) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), benefiting solely the Residential Units; (k) all fire protection equipment for distribution of sprinkler and standpipe systems benefiting solely the Residential Units; (l) all electric service rooms, gas, steam and water meter rooms, workrooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting solely the Residential Units; (m) all loading docks, if any, exclusively serving the Residential Units; (n) all other facilities of the Residential Section (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Residential Units; (o) all other parts of the Residential Section existing solely for the common use of any combination of the Residential Units, or their respective Unit Owners or that are necessary or convenient for the existence, maintenance, operation or safety of the Residential Section; (p) the laundry room for use solely by occupants of Residential Units; (q) all Building storage rooms and Storage Bins, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting only the Residential Units; (r) all security monitors and equipment and other security facilities serving or benefiting only the Residential Units; and (s) the Balcony or Terrace appurtenant to any particular Residential Unit (although the benefited Residential Unit Owner shall have the responsibilities with respect thereto as are set forth in the Residential By-Laws).

c. Hotel Limited Common Elements

The Hotel Limited Common Elements are generally those Common Elements which serve or benefit exclusively the Transient Hotel Unit, the Transient Hotel Unit Owner, the Condo Hotel Units or the Condo Hotel Unit Owners and include but are not limited to those rooms, areas, corridors, spaces and other parts of the Building and all facilities therein for the Transient Hotel Unit, the Transient Hotel Unit Owner, the Condo Hotel Units or the Condo Hotel Unit Owners or which are necessary or convenient for the existence, maintenance, operation or safety of the Transient Hotel Unit or the Condo Hotel Units and consist more specifically of the following: (a) the lobby and entrance located on the First Floor and entered from 58th Street; (b) all passages, corridors, storage rooms, housekeeping areas, all fire staircases, landings and stairs, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and

enclosing walls) located in the Building which exclusively serve or benefit the Transient Hotel Unit or the Condo Hotel Units and are not part of any Unit; (c) the passenger elevators and the service elevators, in each case exclusively serve or benefit the Transient Hotel Unit or the Condo Hotel Units and in each case including the shafts, elevator equipment, elevator pits and entrances and appurtenant facilities; (d) smoke and carbon monoxide alarm system, telephone system and cable television system; (e) any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, serving or benefiting solely the Transient Hotel Unit or the Condo Hotel Units; (f) hot water, chilled water and condenser water systems; (g) all mechanical equipment and associated piping and controls serving or benefiting solely the Transient Hotel Unit or the Condo Hotel Units; (h) all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting solely the Transient Hotel Unit or the Condo Hotel Units; (i) all plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing domestic hot water, including pumps, valves, heat exchangers, pressure reducers, meters and water heaters, benefiting solely the Transient Hotel Unit or the Condo Hotel Units; (j) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), benefiting solely the Transient Hotel Unit and the Condo Hotel Units; (k) all fire protection equipment for distribution of sprinkler and standpipe systems benefiting solely the Transient Hotel Unit or the Condo Hotel Units; (l) all electric service rooms, gas, steam and water meter rooms, workrooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting solely the Transient Hotel Unit or the Condo Hotel Units; (m) all loading docks, if any, exclusively serving the Hotel Units; (n) all other facilities of the Transient Hotel Unit or the Condo Hotel Units (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Transient Hotel Unit or Condo Hotel Units; (o) all other parts of the Transient Hotel Unit or the Condo Hotel Units existing solely for the common use of the Transient Hotel Unit or its Unit Owner or the Condo Hotel Units or its Unit Owners or that are necessary or convenient for the existence, maintenance, operation or safety of the Transient Hotel Unit or the Condo Hotel Units; (p) all Building storage rooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting only the Transient Hotel Unit or the Condo Hotel Unit; and (q) all security monitors and equipment and other security facilities serving or benefiting only the Transient Hotel Unit or the Condo Hotel Units.

8. Available Services and Facilities

Generally, all services normally associated with the operation and maintenance of a luxury residential condominium will be provided to Residential Unit Owners at no cost other than Common Charges; these are described below in the Section entitled "Building Standard Services and Facilities". There will be a variety of other services offered which will be available to Residential Unit Owners at their option. (See "Optional Services" described below). Notwithstanding the foregoing, however, the Board shall at all times maintain, operate and staff the Building in compliance with, and subject to, all applicable Legal Requirements.

a. **Building Standard Services and Facilities** (provided to all Residential Unit Owners at no cost other than the Common Charges payable by Residential Unit Owners):

(i) Doorman. A doorman will be on duty at the street entrance to the lobby twenty-four hours per day seven days a week. The doorman is expected to open doors, hail taxicabs and assist residents with packages and luggage.

(ii) Concierge. There will be a concierge on duty in the Residential Section lobby area and available 24 hours per day/seven days per week.

(iii) Elevator Service. The passenger elevators will be automatically operated and therefore will be in service as necessary, 24 hours per day, seven days per week. The service elevator will be available to Residential Unit Owners or tenants by prior arrangement with the Resident Manager and otherwise in accordance with established policies.

(iv) Communications Facilities, Intercom Service, and Internet connection. Each Residential Unit will be equipped with either (i) a "telephone" type dial intercom system or (ii) a dedicated intercom system. The jack for this telephone with be a standard wall telephone jack or an intercom system located in the kitchen. One system will be provided in each kitchen. This system will enable the occupants of each Residential Unit to communicate directly with the concierge and/or front desk regarding the admission of guests, visitors and, in the case of Building personnel, prior notice of their imminent arrival. All new communications wiring will be UTP (unshielded twisted pair) wire capable of providing digital telecommunications and high speed internet service to various parts of the Residential Unit.

(v) Package Room. There will be a package room located in the service corridor adjacent to the lobby. The valet (or, after hours, the concierge) will accept deliveries of packages and store them temporarily in the package room until picked up by the Unit Owner or occupant.

(vi) Mail. All incoming mail will be delivered by the United States Postal Service to locked mail boxes.

(vii) Maintenance Personnel. Building personnel will include a Resident Manager and handymen, porters and cleaning staff as may be necessary for the proper maintenance and cleaning of the common areas.

(viii) Refuse Disposal. There will be recycling bins and refuse chutes located on each residential floor. The chutes will lead directly to an automatic compacting facility within the building where refuse will be automatically compressed. Building staff will transfer the compressed refuse to the sidewalk or loading dock area as needed pending collection by the City of New York Department of Sanitation. Recycling bins on each residential floor will be emptied as necessary by Building staff.

(ix) Other Service Contracts. Certain additional services covered by third-party contracts, such as elevator maintenance are included in Building standard services.

(x) Security Procedures. All entrances to the Building will be monitored by employees of the Condominium and/or electronic alarm systems. No representation or warranty is made and no assurance is given that the security systems and procedures of the Building will prevent personal injury or damage to or loss of personal property.

(xi) Laundry. Each Residential Unit will contain a washing machine and dryer. (See Exhibit 4 in Part II of the Plan for further detail.) Additionally, a laundry room containing washing machines and dryers will be located on Lower Concourse C for the use of occupants of Residential Units on a fee per use basis. An agreement with a laundry vending machine operator may be entered into by the Residential Board with respect to the leasing, maintenance and service of such equipment. Unit Owners will not have any interest in the rents, profits or revenues under any lease or agreement with respect to the laundry room. The cost of utilities for the laundry room will be charged to the budget as a Residential Common Expense.

(xii) Cable Television. Each Residential Unit will be connected to cable television service provided by one or more services provided; the cable service offers a variety of stations. Unit Owners will be responsible to make arrangements directly with, and pay for the cost of such service directly to, the service providers therefor.

b. Optional Services.

It is the current intention of Sponsor that, following the establishment of the Condominium, the hotel-type services for which The Plaza Hotel has achieved world acclaim will continue. These services will be the responsibility of the Hotel Manager to administer for those Residential Unit Owners who, will be entitled to receive same at certain extra charges which the Board, through the Residential Managing Agent, will collect as agent for the Hotel Manager.

As described in Special Risk #1 and elsewhere in the Plan, following the recording of the Declaration, it is anticipated that the Transient Hotel Unit created thereunder will be conveyed to and retained by a joint venture affiliated with Sponsor; and the 152 Condo Hotel Units (as a group) may also be transferred to such Sponsor affiliate. The Condo Hotel Units are anticipated to be offered for sale to the public by Sponsor or its affiliate; however, such Units are not offered for sale hereunder and Sponsor must file a separate offering plan with the Department of Law with respect to such Units prior to any such public offering. (See Section A in Part I of Plan for further discussion.) Sponsor intends to file such separate offering plan with respect to the public offering of the Condo Hotel Units. Therefore, although Sponsor cannot make any representations regarding the services to be provided in the future before such transfer of ownership and the commencement of the services set forth below, under present plans, the services described below will be provided and made available to Residential Unit Owners, on a similar basis as provided to guests of the Hotel Section, provided the payments to be made by Residential Unit Owners are made.

(i) Housekeeping Service. A staff of housekeepers may be available on a part-time or full-time basis from an independent concessionaire of from the operator of the Hotel Section for Residential Unit Owners who desire housekeeping services. Such service shall be coordinated through the concierge or by the Residential Unit Owner's

direct arrangement with the concessionaire. It is anticipated that the rates charged for such housekeeping service will be set by the service provider at approximately equivalent to those charged for similar services at other similar premier quality locations elsewhere in New York City. Such charges will be payable directly to the concessionaire or other provider by the Residential Unit Owners using such service. Unit Owners may also arrange housekeeping services for their Residential Units with other third-party services.

(ii) Valet Service. It is anticipated that valet service will be available on site in the lobby through an independent valet operator. The rates charged for these services will be approximately equivalent to those charged under similar circumstances at other quality locations elsewhere in New York City. Such charges will be payable directly to the valet operator by the Unit Owner, tenant or occupant using such service. On a fee for service basis, it is anticipated that the valet will assist residents with services such as arranging for professional laundry and dry cleaning, tailoring and alterations, shoe repair, housekeeping services, reservations and bookings for car and limousine services, restaurant reservations, referrals to spa and beauty services providers, referrals to clerical services, dog walking and pet boarding services, babysitting referrals, reserving theater, sporting and entertainment tickets, catering and party services and the like. At no per-use cost, the valet service attendant will accept deliveries of packages and store them temporarily until picked up by the Residential Unit Owner or occupant. Purchasers are advised that not all of these services may be offered and those that are offered may not be available at all times. It is anticipated that other than the costs of individual services utilized by residents, there will be no fee payable by the Condominium in respect of the valet services. In the event the third-party vendor pays the Condominium for the right to operate and offer its services in the Building, such amounts shall serve to defray the Residential Unit Owners' Common Expenses.

(iii) Food Services. It is anticipated that food services will be available through the Hotel Section or other sources. If available, this service can be arranged directly by the Residential Unit Owner. Charges for such services will be payable directly to the provider by the Unit Owner, tenant or occupant. Limited room service and catering service (featuring butlers and servers) may be offered by the operator of the Hotel Section, subject to availability and advance notice, and with fees and delivery surcharges to be determined by the operator of the Hotel Section.

c. Spa Treatments.

The Club Unit anticipated to be featured within The Plaza Condominium is expected to offer a variety of relaxation and beauty treatments. These services will be available to Residential Unit Owners and their guests subject to advance booking on a restricted/ availability basis at charges determined by the Club Unit operator. (Sponsor currently anticipates that such services will initially be available within approximately twelve months after the anticipated First Residential Closing.)

d. General Provisions Concerning Services and Facilities.

No representation or warranty is made as to the continued operation of any of the foregoing services or facilities and neither Sponsor nor the Condominium Board, the Hotel

Board, the Hotel Manager, nor the Residential Board shall have any liability with respect to or arising from any Unit Owner's, tenant's or occupant's use of any of the foregoing or the amount of the fees charged therefor. Furthermore, all of the services and facilities related to the Hotel Section (e.g. housekeeping service, valet service and food service) will be provided by the Hotel Manager; not Sponsor or the Residential Board. Therefore, such services will only be provided at the discretion of the Hotel Section.

In all likelihood, the nature of the services listed above, the hours during which they are provided and the rates charged for same will change from time to time, in the discretion of the Residential Board, the Residential Managing Agent or other party providing the service. However, all services required by law will be provided at all times. Neither Sponsor, the Residential Managing Agent, the Selling Agent, the Condominium Board, the Residential Board nor the Hotel Board will in any event be liable for the availability, interruption, discontinuance or quality of any of such services, including, but not limited to, any services provided by any outside company or person, other than Building personnel, or for any injury to person or damage to property resulting from any act or omission of such company or persons or their employees or agents, except to the extent that any such injury or damage occurs as a result of the gross negligence or willful misconduct of Sponsor, the Residential Managing Agent, the Selling Agent, the Condominium Board, the Residential Board nor the Hotel Board, as the case may be.

The Residential Board has complete discretion in determining how those facilities that are owned/controlled by the Residential Board will be operated, maintained or modified, whether facilities should be added or discontinued, and the rates to be charged for their use. No representation or warranty is made as to the continued operation or existence of any of the foregoing facilities, or the amount of the fees charged therefor.

Although Sponsor anticipates that many of the services described above will be available at the time of the First Residential Closing, prospective Purchasers should note that some of these services (such as a full staff of personnel) may not be available until the later of: (i) twelve months after the First Residential Closing; or (ii) the closing of title to and occupancy of at least 50% of the Residential Units. In addition, certain of the amenities described in the Plan may not be arranged or available until after such interim period. However, it is anticipated that at all times after the First Residential Closing, the Residential Section lobby will be attended 24 hours per day, seven days per week, and there will be at least one elevator servicing every floor on which there are occupied Residential Units. The interim level of staffing will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building. Purchasers are also advised that during such period and beyond, various systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators, may be incomplete and may be disrupted temporarily and from time to time. See the Special Risks entitled "Interim Service Period" and "Additional Building Work" above.

Purchasers are further advised to note that renovation in general is a complicated process which requires the coordination of numerous concurrent tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems, all of which is subject to unanticipated delays and difficulties and necessarily involves noise, disruption, construction dust, debris and inconvenience. Thus, for a period of time following the First Residential Closing through, including and beyond the closing of title to any particular purchaser's

Residential Unit, work should be expected to be undertaken and continue by or on behalf of: (i) Sponsor to complete the balance of the Building; (ii) individual Residential Unit Owners within their Residential Units (to perform custom renovations, etc.); and (iii) the Non-Residential Unit Owners to complete renovation, build-out, furnishing and equipping their Units. During at least the First Year of Operation, construction workers and related personnel of Sponsor and others will be at the Property from time to time performing construction work, making adjustments and performing various other tasks related to the completion of renovation, fitting out of, and moving into, the Residential Units and other portions of the Building which may compromise the security of the Building from time to time. Residential Section elevators and personnel may be taken out of service and diverted to facilitate renovation and exterior hoists may be in place during at least the year following the First Residential Closing, and from time to time thereafter, as needed, in connection with construction being performed in Residential Units by the Unit Owners thereof. Sponsor may not fully complete the decoration or finishing of the lobby, corridors, elevator finishes and other portions of the Building, including, but not limited to, installing light fixtures, painting, hanging wall coverings or laying carpeting, until that particular floor is fully occupied by Unit Owners or, if additional construction within a Unit is anticipated, for some period thereafter. All of the foregoing work and conditions will create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Certain portions of the Common Elements may be completed before or after completion of any particular Purchaser's Unit. As a result, certain amenities and benefits anticipated to be available to Residential Unit Owners may not be available until such other portions of the Building are completed and fully operational. Sponsor shall have no liability whatsoever in the event these services are delayed, not made available, or discontinued or disrupted. Further, the Residential Board and/or Sponsor may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and permanent certificate(s) of occupancy have been obtained therefor. Even where such alterations are permitted, the Residential Board and/or Sponsor may impose conditions and deadlines upon the planning, performing and completion of such work. No assurance can be given with regard to the accuracy of any projected schedules or completion dates set forth herein or with respect to the duration of any interim service period or periods of potential disruption to the Residential Unit Owners and their tenants or occupants, all such dates and timetables, to the extent provided, being only good faith estimates.

Sponsor and its designee(s) shall have the right, until the tenth anniversary of the First Residential Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Residential Units) or otherwise.

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C. LOCATION AND AREA INFORMATION

1. Location and Services

The Condominium is situated at 768 Fifth Avenue, New York, New York, on the west side of Fifth Avenue on a portion of the block between West 58th Street and Central Park South.

New York City is one of the leading cultural centers of the world, with many of the finest universities, museums, libraries, theaters and cultural institutions, attracting millions of national and international tourists. New York City is the nation's center for communications, publishing, advertising, the stock market and other financial services, visual and performing arts and the fashion industry.

New York City is served by three major airports -- LaGuardia Airport, John F. Kennedy International Airport and Newark International Airport, located approximately 8, 14 and 17 miles from the Condominium, respectively. Passenger railroad service is provided from Pennsylvania Station, located at Seventh Avenue and 33rd Street, and from Grand Central Terminal, located at Lexington Avenue and 42nd Street.

Transportation to and from the Building, and throughout New York City, is readily available by taxi, limousine, private automobile, subway or bus. A number of commercial parking garages are located nearby including one on West 58th Street directly across from the Building.

Central Park, located at the doorstep of the Property, is an 840-acre tract of land which combines beautifully landscaped areas with a large variety of recreational facilities, such as tennis courts, running paths, bicycle routes, an ice skating rink, theatrical performances, musical concerts, and a zoo.

Significant shopping destinations such as Tiffany's, Henri Bendel, Bergdorf Goodman, Cartier, Saks Fifth Avenue, Chanel, Hermes, Escada, Gucci, Buccellati, Fendi, Rockefeller Center and Trump Tower are all located within walking distance of the Property. Also nearby are the offices of some of the country's most significant business such as Sony Corp., Columbia Pictures, Merrill Lynch, AT&T, Coca Cola, IBM, Citibank, General Motors and Warner Brothers/Time Warner.

Within a five-block radius of the Condominium there are, in addition to luxury retailers and corporate offices, luxury hotels, luxury-class cooperative apartment residences, private clubs, philanthropic institutions, museums, art galleries, schools, churches and banks.

Among the nearby museums are the Museum of Modern Art, the Metropolitan Museum of Art, the Museum of Natural History, New York Historical Society, Whitney Museum of American Art, Guggenheim Museum, the Frick Museum and the Museum of American Folk Art. The Broadway theater district, Carnegie Hall and Lincoln Center for the Performing Arts (which includes the New York State Theater, the Metropolitan Opera House, Avery Fisher Hall and Vivian Beaumont Theater), all of which are within walking distance of the Condominium, are the focal point of the music life of the City. The Broadway theater district, a cultural and intellectual magnet, begins about six blocks south of the Building. Noted schools in the area

include the Julliard School, Rockefeller University, a premier scientific research institute, Columbia University, New York University and Fordham University.

Major world famous medical centers, such as Lenox Hill Hospital, New York Hospital-Cornell Medical Center, Memorial Sloan Kettering and Columbia Presbyterian Medical Center, are readily accessible.

All public services, including schools, police protection, library, street maintenance, social services and fire protection are provided by The City of New York. The Property is located on 768 Fifth Avenue, between West 58th Street and Central Park South, which are dedicated New York City roads. The nearest police precinct headquarters is located on West 54th Street at Eighth Avenue, approximately one-half mile from the condominium. Fire protection is provided from the firehouse situated on West 58th Street, a few hundred feet from the Building. The main branch of the world famous New York City public library system is located at Fifth Avenue and 42nd Street. Many religious faiths have congregations within walking distance of the Property.

2. Zoning

The Condominium is located in an area zoned R10-H and C5-2.5 under the New York City Zoning Resolution. Residential use is permitted as-of-right in both zoning districts. Hotel use is (i) as-of-right in the C5-2.5 zoning district and (ii) allowed with a special permit from the City Planning Commission ("CPC") in the R10-H district; however, because the Plaza Hotel was built prior to the enactment of the Zoning Resolution, its hotel use is a legal non-conforming use in the R10-H district. Banquet uses, restaurant uses and retail uses that are independent from the hotel use are (i) as-of-right in the C5-2.5 district and (ii) allowed with a special permit from CPC in the R10-H zoning district.

The special permit referenced above, the 74-711 Permit, must be approved pursuant to the City's Uniform Land Use Review Procedure ("ULURP"). The 74-711 Permit is needed for the three uses contemplated for the Accessory Unit and Club Unit (retail use, banquet and restaurant use, and health club use that is open to the general public) because the Property is located partially in a C5-2.5 zoning district (approximately 25%) and partially in a R10-H zoning district. While the uses referenced above are permitted as-of-right in the C5-2.5 zoning district (although a health club will require a special permit from the Board of Standards & Appeals), they are not permitted as-of-right in the R10-H zoning district. The 74-711 Permit does not affect the Residential Section of the Building.

A draft 74-711 Permit application was submitted on November 18, 2005 to the Department of City Planning ("DCP"), which is reviewing the draft for technical accuracy and conformity with the agency's requirements. A 74-711 Permit also requires a report from the LPC that a program has been established for the continuing maintenance of the landmark and such maintenance and restoration that may be performed will result in the preservation of the landmark. The LPC has already voted to issue such a report. Simultaneously, with the submission of the draft application referenced above, a draft environmental assessment statement ("EAS") was prepared and submitted to DCP's environmental assessment division. DCP will make comments, requesting changes to the application and EAS. When the responses to all comments have been received, and the formal 74-711 Permit application and EAS are filed with

DCP, and DCP believes the application and EAS are complete, then the following should occur: (i) a negative declaration will be issued with respect to the EAS, concluding that the 74-711 Permit application will have no adverse impact on the environment and (ii) the City Planning Commission ("CPC") will "certify" the application, a formal acknowledgment of the commencement of the ULURP process.

The ULURP process must be completed within the following time frames: the Community Board has 60 days after certification to issue an advisory opinion to CPC; the Borough President has 30 days after receiving the Community Board's recommendation to provide its advisory recommendation to CPC; CPC has 60 days after receiving the Borough President's recommendation to approve or disapprove the action (CPC interprets ULURP as giving it 150 days from certification to act, no matter when it receives the Borough President's recommendation); if CPC approves, the City Council may elect to review the 74-711 Permit, and if it so elects it has 50 days after the CPC approval to approve, disapprove, or modify CPC's approval. Where the City Council seeks to modify the CPC approval, an extra 15 days is added. While the total maximum statutory period of consideration for a ULURP application is thus 215 days, plus a few extra days for mailings, in practice, it is often less, because the maximum allotted times are not always taken.

While the time required to complete the ULURP process can be fixed, the time leading up to ULURP – i.e., the pre-certification period of review – is within the hands of the staff of DCP. That time may vary from a few months to a year (in the case of a controversial action) and is often dependent on the time required by DCP's environmental assessment division to complete its review of the EAS. Although there is a technical mandate that an application to CPC be certified within 60 days after filing, that mandate is not enforced, because DCP staff need only issue comments stating that the application remains incomplete to restart the clock on certification. The ULURP process can begin and conclude before the LPC approves any interior design plans.

The retail space sought by the 74-711 Permit is located in the Lower Concourse C, Main Concourse A and the First Floor through floor 4. In the event the 74-711 Permit application is denied, the space could be used either as, residential accessory space, community facility space, or a portion of such space as residential units. (See Section B for further discussion.)

The Building has been designated an individual landmark with the New York City Landmarks Preservation Commission. Therefore, the Property is subject to the restrictions provided for in Chapter 8-A of the New York City Charter. Prior to performing any construction work at the Property requiring a building alteration permit issued by the New York City Department of Buildings, application must be made to, and approved by, the LPC for either (i) a Certificate of No Effect or (ii) Certificate of Appropriateness. The LPC has designated the following interior spaces in the Building as landmarks: the Plaza Hotel interior, First Floor interior consisting of the Fifth Avenue vestibules, the lobby, the corridor to the east of the Palm Court, the Palm Court, the Terrace Room, the corridor to the north of the Palm Court connecting to the 59th Street lobby and the Oak Room, foyers to the Edwardian Room from the corridor to the north of the Palm Court and the 59th Street lobby, the Edwardian Room, 59th Street lobby and vestibule, the Oak Room and Oak Bar, corridor to the east of the Oak Room, corridor to the south of the Palm Court, the staircases connecting First Floor to floor 2, floor 2 interior consisting of the Terrace Room corridor, floor 2 foyer, Terrace Room balcony, Terrace Room

and fountain, the staircase connecting floor 2 to the floor 3 Grand Ballroom Foyer, floor 3 interior consisting of the Grand Ballroom foyer, Grand Ballroom Corridor, Grand Ballroom and stage, Grand Ballroom boxes, and the fixtures and interior components of these spaces, including but not limited to, wall surfaces, ceiling surfaces and floor surfaces, murals, mirrors, chandeliers, all lighting fixtures, attached furnishings, doors, exterior elevator doors and grilles, railings and balustrades, decorative metalwork and attached decorative elements.

This designation imposes special restrictions on current work being done as part of the alteration as well as upon the constructions, alteration, demolition and reconstruction of the Building in the future. In the event any such construction, alteration, demolition or reconstruction of the Building would affect the exterior of the Building or protected areas of the interior, the Condominium will have to apply to the LPC for permission to perform such work. The LPC, before approving the work, could impose additional requirements or conditions, which could increase the cost and time required to complete the work. In addition, where proposed work in the Building requires a building permit, notwithstanding the fact that such work does not affect the protected exterior or protected interior portions of the Building, the LPC requires that a "certificate of no effect on protected architectural features" be issued.

At the LPC Public Meeting of July 12, 2005, the LPC voted to approve a proposal to modify the existing West 58th Street garage door opening, install a new garage door opening, replace the 58th Street storefront, restore the 58th Street doors, modify a window opening to create a barrier free entrance, create new window openings, construct an addition in the courtyard, modify the chimney and install new rooftop HVAC equipment. The LPC denied a proposal to enlarge the windows in the South and North turrets.

Additionally, at the LPC Public Meeting of July 12, 2005, the LPC voted to approve a request to issue a report to the CPC relating to a Modification of Use pursuant to Section 74-711 of the Zoning Resolution.

The LPC has already issued the Certificate of Appropriateness required for the exterior of the Building and the report required for Sponsor to seek the 74-711 Permit. Sponsor will be seeking a Certificate of Appropriateness to make changes to the interior designated spaces once the design of such spaces is finalized. As of November 18, 2005, a subsequent date has not been scheduled with the LPC as of yet.

A copy of the zoning regulations and variances with respect to the Project is on file at Sponsor's office.

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Unit	Number of Bedrooms/ Bathrooms	Approximate Unit Area (in sq. ft.)(2)	Approximate Terrace Area (in sq. ft.)	Purchase Price	Share of Purchase Price for Resident Manager's Apt.	Percentage of Common Interest	Proportionate Share of Aggregate Residential Section Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges and Real Estate Taxes
201	3/4.5	4,525		$12,000,000	$38,587	0.6148%	1.2607%	$4,299	$6,943	$83,314	$11,241
301	3/4.5	3,416		$13,000,000	$29,130	0.4641%	0.9517%	$3,245	$7,521	$90,257	$10,766
305	2/2.5	1,795		$7,500,000	$15,307	0.2439%	0.5001%	$1,705	$4,339	$52,071	$6,044
309	2/2.5	4,542		$24,000,000	$38,732	0.6171%	1.2654%	$4,315	$13,886	$166,629	$18,200
311	2/2.5	2,816		$12,500,000	$24,013	0.3826%	0.7846%	$2,675	$7,232	$86,786	$9,907
315	2/2.5	2,668		$9,500,000	$22,751	0.3625%	0.7433%	$2,534	$5,496	$65,957	$8,031
401	2/2.5	2,413		$7,950,000	$20,577	0.3278%	0.6723%	$2,292	$4,600	$55,196	$6,892
405	2/2.5	2,162		$8,200,000	$18,436	0.2937%	0.6023%	$2,054	$4,744	$56,931	$6,798
407	1/1.5	1,452		$5,450,000	$12,382	0.1973%	0.4045%	$1,379	$3,153	$37,839	$4,533
409	3/4	3,543		$20,000,000	$30,213	0.4814%	0.9871%	$3,366	$11,571	$138,857	$14,937
411	3/3.5	3,038		$10,500,000	$25,906	0.4128%	0.8464%	$2,886	$6,075	$72,900	$8,961
501	2/3.5	2,656	953	$9,200,000	$26,712	0.4256%	0.8727%	$2,976	$5,323	$63,874	$8,299
502	1/1.5	1,155	728	$2,750,000	$12,953	0.2064%	0.4232%	$1,443	$1,591	$19,093	$3,034
503	2/2.5	1,994		$7,600,000	$17,004	0.2709%	0.5555%	$1,894	$4,397	$52,766	$6,291
506	2/2	1,721	985	$4,750,000	$18,875	0.3007%	0.6167%	$2,103	$2,748	$32,979	$4,851
507	2/2.5	1,843		$7,200,000	$15,716	0.2504%	0.5135%	$1,751	$4,166	$49,989	$5,916
508	1/1	782	522	$2,100,000	$8,894	0.1417%	0.2906%	$991	$1,215	$14,580	$2,206
509	3/5	4,299		$25,000,000	$36,659	0.5841%	1.1977%	$4,084	$14,464	$173,571	$18,548
510	2/2	1,204	429	$3,750,000	$12,096	0.1927%	0.3952%	$1,348	$2,170	$26,036	$3,517
513	2/2.5	2,520		$7,800,000	$21,489	0.3424%	0.7021%	$2,394	$4,513	$54,154	$6,907
515	3/3.5	3,068		$8,500,000	$26,162	0.4168%	0.8548%	$2,914	$4,918	$59,014	$7,832
601	2/3.5	2,656		$8,850,000	$22,649	0.3609%	0.7400%	$2,523	$5,120	$61,444	$7,643
602	1/1.5	1,155		$2,450,000	$9,849	0.1569%	0.3218%	$1,097	$1,417	$17,010	$2,515
603	2/2.5	1,994		$7,800,000	$17,004	0.2709%	0.5555%	$1,894	$4,513	$54,154	$6,407
605	1/1.5	1,202		$4,800,000	$10,250	0.1633%	0.3349%	$1,142	$2,777	$33,326	$3,919
606	2/2	1,721		$4,250,000	$14,676	0.2338%	0.4795%	$1,635	$2,459	$29,507	$4,094
607	3/3	2,248		$9,500,000	$19,170	0.3054%	0.6263%	$2,135	$5,496	$65,957	$7,632
608	1/1	782		$1,875,000	$6,668	0.1062%	0.2179%	$743	$1,085	$13,018	$1,828
609	3/3	2,820		$13,000,000	$24,047	0.3831%	0.7857%	$2,679	$7,521	$90,257	$10,200
610	2/2	1,342		$3,725,000	$11,444	0.1823%	0.3739%	$1,275	$2,155	$25,862	$3,430
613	2/2.5	2,418		$7,500,000	$20,619	0.3285%	0.6737%	$2,297	$4,339	$52,071	$6,636
615	3/3.5	3,068		$8,600,000	$26,162	0.4168%	0.8548%	$2,914	$4,976	$59,709	$7,890
701	2/3.5	2,656		$9,000,000	$22,649	0.3609%	0.7400%	$2,523	$5,207	$62,486	$7,730
702	1/1.5	1,155		$2,500,000	$9,849	0.1569%	0.3218%	$1,097	$1,446	$17,357	$2,544
703	2/2.5	1,994		$8,000,000	$17,004	0.2709%	0.5555%	$1,894	$4,629	$55,543	$6,523
705	1/1.5	1,202		$4,900,000	$10,250	0.1633%	0.3349%	$1,142	$2,835	$34,020	$3,977
706	2/2	1,721		$4,300,000	$14,676	0.2338%	0.4795%	$1,635	$2,488	$29,854	$4,123
707	3/3	2,248		$9,750,000	$19,170	0.3054%	0.6263%	$2,135	$5,641	$67,693	$7,777
708	1/1	782		$1,900,000	$6,668	0.1062%	0.2179%	$743	$1,099	$13,191	$1,842
709	3/3	2,820		$13,250,000	$24,047	0.3831%	0.7857%	$2,679	$7,666	$91,993	$10,345
710	2/2	1,342		$3,750,000	$11,444	0.1823%	0.3739%	$1,275	$2,170	$26,036	$3,444
713	2/2.5	2,418		$7,600,000	$20,619	0.3285%	0.6737%	$2,297	$4,397	$52,766	$6,694
715	3/3.5	3,068		$8,700,000	$26,162	0.4168%	0.8548%	$2,914	$5,034	$60,403	$7,948
801	2/3.5	2,656		$9,200,000	$22,649	0.3609%	0.7400%	$2,523	$5,323	$63,874	$7,846
802	1/1.5	1,155		$2,550,000	$9,849	0.1569%	0.3218%	$1,097	$1,475	$17,704	$2,573
803	2/2.5	1,994		$8,200,000	$17,004	0.2709%	0.5555%	$1,894	$4,744	$56,931	$6,638
805	1/1.5	1,202		$5,000,000	$10,250	0.1633%	0.3349%	$1,142	$2,893	$34,714	$4,035

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Unit	Number of Bedrooms/ Bathrooms	Approximate Unit Area (in sq. ft.)(2)	Approximate Terrace Area (in sq. ft.)	Purchase Price	Share of Purchase Price for Resident Manager's Apt.	Percentage of Common Interest	Proportionate Share of Aggregate Residential Section Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges and Real Estate Taxes
806	2/2	1,721		$4,350,000	$14,676	0.2338%	0.4795%	$1,635	$2,517	$30,201	$4,152
807	3/3	2,248		$10,000,000	$19,170	0.3054%	0.6263%	$2,135	$5,786	$69,429	$7,921
808	1/1	782		$1,925,000	$6,668	0.1062%	0.2179%	$743	$1,114	$13,365	$1,857
809	3/3	2,820		$13,500,000	$24,047	0.3831%	0.7857%	$2,679	$7,811	$93,729	$10,490
810	2/2	1,342		$3,775,000	$11,444	0.1823%	0.3739%	$1,275	$2,184	$26,209	$3,459
813	2/2.5	2,418		$7,700,000	$20,619	0.3285%	0.6737%	$2,297	$4,455	$53,460	$6,752
815	3/3.5	3,068		$8,800,000	$26,162	0.4168%	0.8548%	$2,914	$5,091	$61,097	$8,006
901	2/3.5	2,656		$9,400,000	$22,649	0.3609%	0.7400%	$2,523	$5,439	$65,263	$7,962
902	1/1.5	1,155		$2,600,000	$9,849	0.1569%	0.3218%	$1,097	$1,504	$18,051	$2,601
903	2/2.5	1,985		$8,400,000	$16,927	0.2697%	0.5530%	$1,886	$4,860	$58,320	$6,746
905	1/1.5	1,212		$5,100,000	$10,335	0.1647%	0.3377%	$1,151	$2,951	$35,409	$4,102
906	2/2	1,721		$4,400,000	$14,676	0.2338%	0.4795%	$1,635	$2,546	$30,549	$4,181
907	3/3	2,248		$10,250,000	$19,170	0.3054%	0.6263%	$2,135	$5,930	$71,164	$8,066
908	1/1	782		$1,950,000	$6,668	0.1062%	0.2179%	$743	$1,128	$13,539	$1,871
909	3/3	2,820		$13,750,000	$24,047	0.3831%	0.7857%	$2,679	$7,955	$95,464	$10,634
910	2/2	1,342		$3,800,000	$11,444	0.1823%	0.3739%	$1,275	$2,199	$26,383	$3,473
913	2/2	2,418		$7,800,000	$20,619	0.3285%	0.6737%	$2,297	$4,513	$54,154	$6,810
915	3/3	3,068		$8,900,000	$26,162	0.4168%	0.8548%	$2,914	$5,149	$61,791	$8,064
1001	2/3.5	2,656		$9,600,000	$22,649	0.3609%	0.7400%	$2,523	$5,554	$66,651	$8,077
1002	1/1.5	1,155		$2,650,000	$9,849	0.1569%	0.3218%	$1,097	$1,533	$18,399	$2,630
1003	2/2.5	1,985		$8,600,000	$16,927	0.2697%	0.5530%	$1,886	$4,976	$59,709	$6,861
1005	1/1.5	1,212		$5,200,000	$10,335	0.1647%	0.3377%	$1,151	$3,009	$36,103	$4,160
1006	2/2	1,721		$4,450,000	$14,676	0.2338%	0.4795%	$1,635	$2,575	$30,896	$4,210
1007	3/3	2,248		$10,500,000	$19,170	0.3054%	0.6263%	$2,135	$6,075	$72,900	$8,210
1008	1/1	782		$1,975,000	$6,668	0.1062%	0.2179%	$743	$1,143	$13,712	$1,886
1009	3/3	2,820		$14,000,000	$24,047	0.3831%	0.7857%	$2,679	$8,100	$97,200	$10,779
1010	2/2	1,342		$3,825,000	$11,444	0.1823%	0.3739%	$1,275	$2,213	$26,556	$3,488
1013	2/2	2,418		$7,900,000	$20,619	0.3285%	0.6737%	$2,297	$4,571	$54,849	$6,868
1015	3/3.5	3,068		$9,000,000	$26,162	0.4168%	0.8548%	$2,914	$5,207	$62,486	$8,122
1101	2/3.5	2,656		$9,800,000	$22,649	0.3609%	0.7400%	$2,523	$5,670	$68,040	$8,193
1102	1/1.5	1,155		$2,700,000	$9,849	0.1569%	0.3218%	$1,097	$1,562	$18,746	$2,659
1103	2/2.5	1,985		$8,800,000	$16,927	0.2697%	0.5530%	$1,886	$5,091	$61,097	$6,977
1105	1/1.5	1,212		$5,300,000	$10,335	0.1647%	0.3377%	$1,151	$3,066	$36,797	$4,218
1106	2/2	1,721		$4,500,000	$14,676	0.2338%	0.4795%	$1,635	$2,604	$31,243	$4,238
1107	3/3	2,248		$10,750,000	$19,170	0.3054%	0.6263%	$2,135	$6,220	$74,636	$8,355
1108	1/1	782		$2,000,000	$6,668	0.1062%	0.2179%	$743	$1,157	$13,886	$1,900
1109	3/3	2,820		$14,250,000	$24,047	0.3831%	0.7857%	$2,679	$8,245	$98,936	$10,923
1110	2/2	1,342		$3,850,000	$11,444	0.1823%	0.3739%	$1,275	$2,227	$26,730	$3,502
1113	2/2.5	2,418		$8,000,000	$20,619	0.3285%	0.6737%	$2,297	$4,629	$55,543	$6,926
1115	3/3.5	3,068		$9,100,000	$26,162	0.4168%	0.8548%	$2,914	$5,265	$63,180	$8,179
1201	3/3.5	2,656		$10,000,000	$22,649	0.3609%	0.7400%	$2,523	$5,786	$69,429	$8,309
1202	0/1	622		$1,300,000	$5,304	0.0845%	0.1733%	$591	$752	$9,026	$1,343
1203	2/2.5	1,985		$9,000,000	$16,927	0.2697%	0.5530%	$1,886	$5,207	$62,486	$7,093
1204	1/1.5	1,261		$3,150,000	$10,753	0.1713%	0.3513%	$1,198	$1,822	$21,870	$3,020
1205	1/1.5	1,212		$5,400,000	$10,335	0.1647%	0.3377%	$1,151	$3,124	$37,491	$4,276
1206	AL STU/1	820		$1,900,000	$6,992	0.1114%	0.2285%	$779	$1,099	$13,191	$1,878
1207	3/3	2,248		$11,000,000	$19,170	0.3054%	0.6263%	$2,135	$6,364	$76,371	$8,500
1208	1/1	782		$2,125,000	$6,668	0.1062%	0.2179%	$743	$1,229	$14,754	$1,972
1209	3/3	2,820		$14,500,000	$24,047	0.3831%	0.7857%	$2,679	$8,389	$100,671	$11,068

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Unit	Number of Bedrooms/ Bathrooms	Approximate Unit Area (in sq. ft.)(2)	Approximate Terrace Area (in sq. ft.)	Purchase Price	Share of Purchase Price for Resident Manager's Apt.	Percentage of Common Interest	Proportionate Share of Aggregate Residential Section Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges and Real Estate Taxes
1210	1/1	857		$2,450,000	$7,308	0.1164%	0.2388%	$814	$1,417	$17,010	$2,232
1211	1/1.5	1,245		$3,850,000	$10,617	0.1692%	0.3469%	$1,183	$2,227	$26,730	$3,410
1213	2/2.5	2,339		$7,250,000	$19,946	0.3178%	0.6517%	$2,222	$4,195	$50,336	$6,417
1301	3/3.5	2,656		$9,200,000	$22,649	0.3609%	0.7400%	$2,523	$5,323	$63,874	$7,846
1302	0/1	622		$1,250,000	$5,304	0.0845%	0.1733%	$591	$723	$8,679	$1,314
1303	2/2.5	1,985		$8,200,000	$16,927	0.2697%	0.5530%	$1,886	$4,744	$56,931	$6,630
1304	1/1.5 (Super)	1,261		$3,050,000	n/a	0.1713%	0.3513%	$1,198	$1,765	$21,176	$2,963
1305	1/1.5	1,212		$5,000,000	$10,335	0.1647%	0.3377%	$1,151	$2,893	$34,714	$4,044
1306	AL STU/1	820		$1,750,000	$6,992	0.1114%	0.2285%	$779	$1,012	$12,150	$1,791
1307	3/3	2,248		$10,000,000	$19,170	0.3054%	0.6263%	$2,135	$5,786	$69,429	$7,921
1308	1/1	782		$2,050,000	$6,668	0.1062%	0.2179%	$743	$1,186	$14,233	$1,929
1309	3/3	2,820		$13,500,000	$24,047	0.3831%	0.7857%	$2,679	$7,811	$93,729	$10,490
1310	1/1	857		$2,250,000	$7,308	0.1164%	0.2388%	$814	$1,302	$15,621	$2,116
1311	1/1.5	1,245		$3,600,000	$10,617	0.1692%	0.3469%	$1,183	$2,083	$24,994	$3,266
1313	2/2.5	2,339		$6,875,000	$19,946	0.3178%	0.6517%	$2,222	$3,978	$47,732	$6,200
1401	3/3.5	2,656		$9,350,000	$22,649	0.3609%	0.7400%	$2,523	$5,410	$64,916	$7,933
1402	0/1	622		$1,300,000	$5,304	0.0845%	0.1733%	$591	$752	$9,026	$1,343
1403	2/2.5	1,886		$8,300,000	$16,083	0.2562%	0.5255%	$1,792	$4,802	$57,626	$6,594
1404	1/1.5	1,261		$3,100,000	$10,753	0.1713%	0.3513%	$1,198	$1,794	$21,523	$2,991
1405	1/1.5	1,189		$5,100,000	$10,139	0.1615%	0.3313%	$1,129	$2,951	$35,409	$4,080
1406	AL STU/1	820		$1,825,000	$6,992	0.1114%	0.2285%	$779	$1,056	$12,671	$1,835
1407	3/3	2,310		$10,200,000	$19,698	0.3138%	0.6436%	$2,194	$5,901	$70,817	$8,096
1408	1/1	782		$2,075,000	$6,668	0.1062%	0.2179%	$743	$1,201	$14,406	$1,943
1409	3/3	2,820		$13,700,000	$24,047	0.3831%	0.7857%	$2,679	$7,926	$95,117	$10,605
1410	1/1	857		$2,300,000	$7,308	0.1164%	0.2388%	$814	$1,331	$15,969	$2,145
1411	1/1.5	1,245		$3,650,000	$10,617	0.1692%	0.3469%	$1,183	$2,112	$25,341	$3,294
1413	2/2.5	2,339		$6,950,000	$19,946	0.3178%	0.6517%	$2,222	$4,021	$48,253	$6,243
1501	3/3.5	2,656		$9,500,000	$22,649	0.3609%	0.7400%	$2,523	$5,496	$65,957	$8,019
1502	0/1	622		$1,400,000	$5,304	0.0845%	0.1733%	$591	$810	$9,720	$1,401
1503	2/2.5	1,985		$8,400,000	$16,927	0.2697%	0.5530%	$1,886	$4,860	$58,320	$6,746
1504	1/1.5	1,261		$3,150,000	$10,753	0.1713%	0.3513%	$1,198	$1,822	$21,870	$3,020
1505	1/1.5	1,212		$5,200,000	$10,335	0.1647%	0.3377%	$1,151	$3,009	$36,103	$4,160
1506	AL STU/1	820		$1,850,000	$6,992	0.1114%	0.2285%	$779	$1,070	$12,844	$1,849
1507	3/3	2,248		$10,400,000	$19,170	0.3054%	0.6263%	$2,135	$6,017	$72,206	$8,153
1508	1/1	782		$2,100,000	$6,668	0.1062%	0.2179%	$743	$1,215	$14,580	$1,958
1509	3/3	2,791		$13,900,000	$23,800	0.3792%	0.7776%	$2,651	$8,042	$96,506	$10,693
1510	1/1	849		$2,350,000	$7,240	0.1153%	0.2365%	$807	$1,360	$16,316	$2,166
1511	1/1	1,142		$3,375,000	$9,738	0.1552%	0.3182%	$1,085	$1,953	$23,432	$3,038
1513	2/2.5	2,285		$6,850,000	$19,485	0.3105%	0.6366%	$2,171	$3,963	$47,559	$6,134
1601	3/3.5	2,656		$9,650,000	$22,649	0.3609%	0.7400%	$2,523	$5,583	$66,999	$8,106
1602	0/1	622		$1,300,000	$5,304	0.0845%	0.1733%	$591	$752	$9,026	$1,343
1603	2/2.5	1,985		$8,500,000	$16,927	0.2697%	0.5530%	$1,886	$4,918	$59,014	$6,804
1604	1/1.5	1,261		$3,175,000	$10,753	0.1713%	0.3513%	$1,198	$1,837	$22,044	$3,035
1605	1/1.5	1,212		$5,300,000	$10,335	0.1647%	0.3377%	$1,151	$3,066	$36,797	$4,218
1606	AL STU/1	820		$1,875,000	$6,992	0.1114%	0.2285%	$779	$1,085	$13,018	$1,864
1607	3/3	2,248		$10,600,000	$19,170	0.3054%	0.6263%	$2,135	$6,133	$73,594	$8,268
1608	1/1	782		$2,125,000	$6,668	0.1062%	0.2179%	$743	$1,229	$14,754	$1,972
1609	3/3	2,791		$14,100,000	$23,800	0.3792%	0.7776%	$2,651	$8,158	$97,894	$10,809
1610	1/1	849		$2,400,000	$7,240	0.1153%	0.2365%	$807	$1,389	$16,663	$2,195

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Unit	Number of Bedrooms/ Bathrooms	Approximate Unit Area (in sq. ft.)(2)	Approximate Terrace Area (in sq. ft.)	Purchase Price	Share of Purchase Price for Resident Manager's Apt.	Percentage of Common Interest	Proportionate Share of Aggregate Residential Section Common Interest	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes	Projected Annual Real Estate Taxes	Projected Total Monthly Common Charges and Real Estate Taxes
1611	1/1.5	1,142		$3,425,000	$9,738	0.1552%	0.3182%	$1,085	$1,982	$23,779	$3,066
1613	2/2.5	2,285		$6,900,000	$19,485	0.3105%	0.6366%	$2,171	$3,992	$47,906	$6,163
1701	2/2.5	2,089		$8,250,000	$17,814	0.2838%	0.5820%	$1,984	$4,773	$57,279	$6,758
1702	2/2.5	1,767		$4,350,000	$15,068	0.2401%	0.4923%	$1,679	$2,517	$30,201	$4,195
1703	2/2.5	2,230		$8,500,000	$19,016	0.3030%	0.6213%	$2,118	$4,918	$59,014	$7,036
1704	1/2	1,257		$3,200,000	$10,719	0.1708%	0.3502%	$1,194	$1,851	$22,217	$3,046
1706	AL STU/1	795		$1,900,000	$6,779	0.1080%	0.2215%	$755	$1,099	$13,191	$1,854
1707	3/3.5	2,975		$9,850,000	$25,369	0.4042%	0.8289%	$2,826	$5,699	$68,387	$8,525
1709	3/3	2,857		$14,650,000	$24,363	0.3882%	0.7960%	$2,714	$8,476	$101,713	$11,190
1710	1/1	849		$2,350,000	$7,240	0.1153%	0.2365%	$807	$1,360	$16,316	$2,166
1711	1/1.5	1,383		$3,950,000	$11,793	0.1879%	0.3853%	$1,314	$2,285	$27,424	$3,599
1713	2/2.5	2,380		$6,950,000	$20,295	0.3234%	0.6631%	$2,261	$4,021	$48,253	$6,282
1801	2/2	1,980		$8,000,000	$16,884	0.2690%	0.5516%	$1,881	$4,629	$55,543	$6,509
1802	2/2.5	1,767		$4,500,000	$15,068	0.2401%	0.4923%	$1,679	$2,604	$31,243	$4,282
1803	2/2	1,915		$7,600,000	$16,330	0.2602%	0.5335%	$1,819	$4,397	$52,766	$6,216
1804	1/1.5	1,225		$3,250,000	$10,446	0.1664%	0.3413%	$1,164	$1,880	$22,564	$3,044
1806	AL STU/1	795		$1,925,000	$6,779	0.1080%	0.2215%	$755	$1,114	$13,365	$1,869
1807	3/3.5	2,601		$10,250,000	$22,180	0.3534%	0.7247%	$2,471	$5,930	$71,164	$8,401
1809	3/3	2,755		$15,150,000	$23,493	0.3743%	0.7676%	$2,617	$8,765	$105,184	$11,382
1810	1/1	849		$2,300,000	$7,240	0.1153%	0.2365%	$807	$1,331	$15,969	$2,137
1811	1/1.5	1,125		$3,275,000	$9,593	0.1528%	0.3134%	$1,069	$1,895	$22,738	$2,964
1813	2/2.5	2,196		$6,350,000	$18,726	0.2984%	0.6118%	$2,086	$3,674	$44,087	$5,760
1901	4/4	3,698		$14,500,000	$31,534	0.5024%	1.0303%	$3,513	$8,389	$100,671	$11,902
1903	2/2.5	1,628		$5,650,000	$13,883	0.2212%	0.4536%	$1,547	$3,269	$39,227	$4,815
1904	1/1.5	1,059		$2,950,000	$9,031	0.1439%	0.2950%	$1,006	$1,707	$20,481	$2,713
1906	1/2	1,836		$5,200,000	$15,656	0.2494%	0.5115%	$1,744	$3,009	$36,103	$4,753
1907	2/2	1,378		$4,900,000	$11,751	0.1872%	0.3839%	$1,309	$2,835	$34,020	$4,144
1911	2/2.5	2,984	127	$9,950,000	$25,987	0.4140%	0.8491%	$2,895	$5,757	$69,081	$8,652
1915	3/4.5	4,904	127	$18,500,000	$42,360	0.6749%	1.3840%	$4,719	$10,704	$128,443	$15,422
2001	5/5.5 (Duplex)	5,613	300	$29,500,000	$49,144	0.7830%	1.6056%	$5,475	$17,068	$204,814	$22,542
2002	2/2	1,621		$4,750,000	$13,823	0.2202%	0.4516%	$1,540	$2,748	$32,979	$4,288
2003	3/3.5 (Duplex)	3,974	590	$22,500,000	$36,404	0.5800%	1.1894%	$4,055	$13,018	$156,214	$17,073
2006	1/1.5	1,176		$3,100,000	$10,028	0.1598%	0.3276%	$1,117	$1,794	$21,523	$2,911
2009	4/5.5.5 (Triplex)	6,316	229	$32,500,000	$54,836	0.8737%	1.7916%	$6,109	$18,804	$225,643	$24,912
2011	3/3.5 (Duplex)	2,906	403	$14,500,000	$26,499	0.4222%	0.8658%	$2,952	$8,389	$100,671	$11,341
2015	4/5.5 (Duplex)	5,358	309	$24,000,000	$47,007	0.7490%	1.5358%	$5,237	$13,886	$166,629	$19,122
Residential Totals:		356,079	5,702	$1,326,725,000	$3,050,000	48.7660%	100.0000%	$340,965	$767,605	$9,211,261	$1,108,570

SCHEDULE A

THE PLAZA CONDOMINIUM RESIDENCES
768 Fifth Avenue, New York, New York 10019

SCHEDULE OF OFFERING PRICES & OTHER RELATED INFORMATION

FOR THE PERIOD FROM OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007
THE PROJECTED FIRST YEAR OF RESIDENTIAL SECTION OPERATION

Storage Bin Licenses:

Bin Number	Approximate Dimensions (s.f.)	Storage License Purchase Price	Initial Monthly License Fee
1	28	$33,600	$28
2	25	$30,000	$25
3	25	$30,000	$25
4	25	$30,000	$25
5	35	$42,000	$35
6	35	$42,000	$35
7	35	$42,000	$35
8	25	$30,000	$25
9	25	$30,000	$25
10	25	$30,000	$25
11	34	$40,800	$34
12	35	$42,000	$35
13	35	$42,000	$35
14	35	$42,000	$35
15	28	$33,600	$28
16	26	$31,200	$26
17	25	$30,000	$25
18	25	$30,000	$25
19	25	$30,000	$25
20	25	$30,000	$25
21	30	$36,000	$30
22	25	$30,000	$25
23	25	$30,000	$25
24	25	$30,000	$25
25	25	$30,000	$25
26	25	$30,000	$25
27	25	$30,000	$25
28	35	$42,000	$35
29	25	$30,000	$25
30	25	$30,000	$25
31	25	$30,000	$25
32	25	$30,000	$25
33	25	$30,000	$25
34	25	$30,000	$25
35	35	$42,000	$35
36	25	$30,000	$25
37	25	$30,000	$25
38	25	$30,000	$25
39	25	$30,000	$25
40	25	$30,000	$25
41	25	$30,000	$25
42	35	$42,000	$35
43	37	$44,400	$37
44	37	$44,400	$37
45	37	$44,400	$37
46	37	$44,400	$37
47	37	$44,400	$37
48	30	$36,000	$30
49	25	$30,000	$25
50	25	$30,000	$25
51	35	$42,000	$35
52	35	$42,000	$35
53	35	$42,000	$35
54	35	$42,000	$35
55	35	$42,000	$35
56	35	$42,000	$35
57	35	$42,000	$35
58	35	$42,000	$35
59	35	$42,000	$35
60	35	$42,000	$35
61	52	$62,400	$52
62	35	$42,000	$35
63	35	$42,000	$35
64	35	$42,000	$35
65	35	$42,000	$35
66	35	$42,000	$35
67	35	$42,000	$35
68	35	$42,000	$35
69	35	$42,000	$35
70	46	$55,200	$46
71	25	$30,000	$25
72	25	$30,000	$25
73	25	$30,000	$25
74	25	$30,000	$25
75	25	$30,000	$25
76	25	$30,000	$25
77	25	$30,000	$25
78	25	$30,000	$25
79	25	$30,000	$25
80	25	$30,000	$25
81	25	$30,000	$25
82	25	$30,000	$25
83	25	$30,000	$25
84	35	$42,000	$35
85	25	$30,000	$25
86	25	$30,000	$25
87	25	$30,000	$25
88	25	$30,000	$25
89	25	$30,000	$25
90	25	$30,000	$25
91	25	$30,000	$25
92	25	$30,000	$25
93	25	$30,000	$25
94	25	$30,000	$25
95	25	$30,000	$25
96	25	$30,000	$25
97	25	$30,000	$25
98	35	$42,000	$35
99	35	$42,000	$35
100	40	$48,000	$40
101	25	$30,000	$25
102	25	$30,000	$25
103	27	$32,400	$27
104	25	$30,000	$25
105	31	$37,200	$31
106	33	$39,600	$33
107	25	$30,000	$25
108	25	$30,000	$25
109	31	$37,200	$31
110	25	$30,000	$25
111	25	$30,000	$25
112	25	$30,000	$25
113	25	$30,000	$25
114	25	$30,000	$25
115	25	$30,000	$25
116	25	$30,000	$25
117	28	$33,600	$28
118	35	$42,000	$35
119	35	$42,000	$35
120	35	$42,000	$35
121	35	$42,000	$35
122	25	$30,000	$25
123	25	$30,000	$25
124	25	$30,000	$25
125	28	$33,600	$28
126	64	$76,800	$64
Totals:	3,706	$4,447,200	$3,706

NOTES TO SCHEDULE A

(1) Amounts are projected on the assumption that the First Year of Residential Section Operation will be the year from October 1, 2006 To September 30, 2007. The actual First Year of Residential Section Operation may begin earlier or later than that year.

(2) Any floor plan or sketch or schedule shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Residential Unit in question. However, any material change will be set forth in an amendment to the Plan, and no material change (for example, a reduction in square footage in excess of 5% will be made in the size (i.e., decrease), configuration, or layout of a Unit for which an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer the materially adversely affected Purchaser(s) the right, for at least 15 days, to rescind their Agreements and receive a refund of their Deposits, together with all interest earned thereon. An increase in the size of a room or Unit will not on its own give rise to a right of rescission. (See also Section I, "Changes in Prices: Residential Units and Storage Bin Licenses" in Part I of the Plan for further details concerning and certain limitations applicable to Sponsor's rights with respect to changes in the renovation of the Units and the Common Elements.)

The approximate square foot area of each Unit is measured horizontally on each of one or more floors from the exterior side of the exterior walls, at the Building line and/or Property line to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the midpoint of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes (whether along the perimeter or within the Unit), with the exception of specific major shafts, are not deducted from the square foot area of the Units. Outdoor floor areas of a Balcony and/or Terrace appurtenant to a Unit are not included in the Unit's indoor floor area. Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above.

Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit.* The square foot areas determined using the methodology set forth above, as shown

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* Each Residential Unit includes, and each Residential Unit Owner shall be responsible for, all fixtures, equipment and other items of personalty, including, without limitation, all plumbing and heating fixtures and equipment, and other appliances as may be contained in, affixed, attached or appurtenant to such Residential Unit, other than as may constitute part of the Common Elements. Plumbing and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Residential Unit Owner may install within a wall or ceiling, or under the floor, but shall not include water or other pipes, conduits, wiring or ductwork within the walls, ceiling or floors. Except as otherwise expressly (footnote continued)

in Schedule A in Part I of the Plan, would be greater from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces (which would yield lesser actual useable floor area for each Unit). The stated method of measurement used is applicable to all Units. The room count for each Residential Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

(3) Sponsor has reserved the right to change the purchase prices (as well as other terms of sale) of Units not subject to executed Agreements, so Purchasers may pay different prices for similar Units. (See "Changes in Prices: Residential Units and Storage Bin Licenses" in Section I below for further discussion.) The purchase prices and other terms of the Agreements may be subject to negotiation with Sponsor. In addition to paying the purchase prices of their Units, purchasers will be responsible for paying certain closing adjustments and closing costs, including, without limitation, the obligation to contribute to the Working Capital Fund. Purchasers are advised to consult with their attorneys as to the exact closing costs they will incur in purchasing their Residential Units. (See "Unit Closing Costs and Adjustments" in Section O below for further discussion.)

(4) The Common Interest of each Unit has been determined, pursuant to Section 339-i(1)(iv) of the Condominium Act. In accordance with such method of calculation, the Common Interests have been determined based primarily upon a comparison of the floor areas of the Units, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of the Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The aggregate Common Interests of all of the Units equals 100%.

(5) These projections have been based upon the projections contained in "Projected Budget for First Year of Residential Section Operation -- Schedule B" (set forth in Section E below), which were made based on the assumption that the First Year of Residential Section Operation will be from October 1, 2006 to September 30, 2007. The actual first year of operation may be earlier or later. In the event the actual or anticipated commencement date of the First Year of Residential Section Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by 25% or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned.

As discussed in "Available Services and Facilities" in Section B above and in Special Risk #7, the full range of services and facilities described in this Plan may not be provided until move-ins are finished and construction work within and on the Building is completed. To the extent that

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set forth herein, each Residential Unit shall also include all lighting and electrical fixtures and appliances within the Residential Unit and any special equipment, fixtures or facilities affixed, attached or appurtenant to the Residential Unit to the extent located within such Residential Unit and serving or benefiting only that Residential Unit.

any service or facility provided during such interim period benefits particular Residential Units, to the exclusion of other Residential Units, and the cost of the same is readily identifiable, the Common Charges necessary to provide such service or facility will be borne exclusively by the owners of the benefited Residential Units, in proportion to their respective Common Interests.

The amount of the Common Charges necessary to defray the cost of the interim services and facilities described in the preceding paragraph, as well as the manner of allocating such Common Charges among any Residential Unit Owners who are exclusively benefited by any of the same, will be determined by the Residential Board, which will be controlled by Sponsor during such period. However, such allocation will be made in compliance with Section 339-m of the New York State Real Property Law, and in no event will Purchasers be assessed Common Charges during such interim period that are more than the Common Charges listed in Schedule A as the same may theretofore have been amended.

In addition to the payment of Common Charges, each Unit Owner will incur additional expenses for, among other things:

(a) mortgage payments under any loan or loans obtained to finance the purchase of the Unit;

(b) the cost of electricity supplied to the Unit, which will be separately metered and payable as and when billed;

(c) the cost of interior repairs, compliance with Legal Requirements and maintenance, painting and decoration in, to or of, the Unit, including, without limitation, the equipment and appliances contained in the same, and any appurtenant Limited Common Elements;

(d) the cost of any insurance that the Unit Owner may be required to (or desire to) carry covering the furniture, belongings, equipment and other personal property in the Unit, as well as the cost of any insurance the Unit Owner may be required to carry covering liability to others for personal injury or property damage as a result of occurrences in the Unit;

(e) telephone, internet access and cable television charges; and

(f) real estate taxes (see footnote 6 below).

(6) The projection of the real estate taxes that will be payable for each of the Residential Units during the projected First Year of Residential Section Operation is based upon a letter prepared by The Leitner Group, Inc., Sponsor's real estate tax consultant, and takes into account the following assumptions and projections:

(a) a projected assessed value for the Residential Units for the 2006/2007 tax year of approximately $73,339,525 which is based upon substantial completion of renovation of the Building;

(b) a projected assessed value for the Residential Units for the 2007/2008 tax year of approximately $73,339,525 which is based upon assessment following substantial completion of renovation of the Building;

(c) an assumed tax rate of $12.461 per $100 of assessed valuation for the Residential Units for the 2006/2007 tax year;

(d) an assumed tax rate of $12.856 per $100 of assessed valuation for the Residential Units for the 2007/2008 tax year;

After the City of New York assesses each Residential Unit as a separate tax lot and bills each Residential Unit Owner, the Residential Unit Owner will be responsible for paying the real estate taxes and assessments imposed against his or her Residential Unit, and no Residential Unit Owner will be responsible for the payment of, nor will his or her Residential Unit be subjected to any lien arising from the non-payment of, taxes and assessments imposed on other Residential Units.

No warranty, guaranty or assurance is given that:

(i) any projected or estimated amount set forth above (including, without limitation, the estimates of the assessed valuations of the Property (or any portion thereof) during the First Year of Residential Section Operation, the estimates of the portions of such assessed valuations that will be allocable to the Units and the projection of the average real estate tax rates that will be in effect during such First Year of Residential Section Operation and the rate of renovation progress on January 1, 2006, which will determine the real estate tax rate between October 1, 2006 to September 30, 2007) will approximate the actual amount;

(ii) the New York City Real Estate Tax Assessment Bureau will allocate the Property's aggregate assessed valuation between the Residential Units in accordance with the values used by The Leitner Group, Inc. for such purpose, or that such bureau will allocate the aggregate assessed valuation attributable to the Residential Units among the different Residential Units as described above; or

(iii) any of the projections or estimates made above and in Schedule A are accurate.

Until the Units are separately assessed, each Residential Unit Owner will pay to the Residential Board a share of the Property's real estate taxes for the period in question calculated as follows: the total real estate taxes for the Condominium will be allocated among the categories of Units on the basis of approximately 50.13% of such taxes to the Residential Units; 31.16% of such taxes to the Transient Hotel Unit and the Condo Hotel Units; 17.22% of such taxes to the Accessory Unit; and 1.48% of such taxes to the Club Unit. These allocation percentages reflect the relative approximate Common Interest of each of these Units or classes of Units. The share 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 each such Unit set forth in Schedule A above bears to the total initial offering prices of all Residential Units set forth in Schedule A. The Residential Board will pay (or cause to be paid) such real estate taxes timely to the

Department of Finance of The City of New York, or directly to Sponsor if Sponsor has paid such taxes, so that no lien will be placed on any portion of the Residential Section or on any Residential Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Residential Unit in a timely manner and as a result of such failure a lien is placed on the Residential Section and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. If Residential Unit Owners fail to pay their pro rata share of real estate taxes as set forth above, the Residential Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid share were Residential Common Charges. (See "Collection and Lien for Non-Payment of Common Charges" in Part I, Section T, for further discussion.) A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from the non-payment of real estate taxes assessed against any other Units. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

There is no assurance that the proration of taxes described in the paragraph above will equal the actual amount or allocation 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.

In the opinion of Sponsor's Counsel, the tax laws existing on the date of this Plan in general permit, subject to certain limitations, a Residential Unit Owner who itemizes his or her deductions to deduct from income for the purposes of Federal, New York State and New York City income taxes, any real estate taxes actually paid by such Residential Unit Owner with respect to his or her Residential Unit. However, the amount of such deductions may vary from year to year due to changes in the amount of the real estate taxes payable by the Residential Unit Owner (which might result from changes in the assessed valuation of the Residential Unit, in the tax rate and/or in the manner of assessing real property). Prospective Purchasers should refer to "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium" in Section V below, as well as to the "Opinion of Counsel" in Section W below, for further discussion.

Although it is anticipated that the Property will be assessed based on its status as a partially renovated property in the 2006/2007 tax year and thus the real estate taxes may actually be lower for that tax year, for purposes of this Plan the taxes are computed at assumed full post-completion assessment.

E. SCHEDULES B-1 AND B-2

SCHEDULE B-1

The Residential Section of the Plaza Condominium
Projected Budget for First Year of Residential Section Operation
October 1, 2006 to September 30, 2007 (See Note 1)

ESTIMATED INCOME	
Common Charges - Residential (Note 2)	$4,091,576
Common Charges – Storage (Note 2)	$44,472
Total Estimated Common Charges	$4,136,048
ESTIMATED EXPENSES (Note 3)	
Payroll and Related Expenses (Note 4)	$1,751,611
Steam (Note 5)	$274,760
Electricity (Note 6)	$260,135
Gas (Note 7)	$49,000
Water Charges and Sewer Rent (Note 8)	$125,012
Insurance (Note 9)	$72,850
Resident Manager's Apartment (Note 10)	$39,180
Management Fee (Note 11)	$150,000
Contract Services and Supplies (Note 12)	$209,000
Legal and Audit (Note 13)	$25,000
Miscellaneous Other (Note 14)	$25,000
Contingency (Note 15)	$40,000
Total Estimated Expenses	**$3,021,548**
General Common Expenses (Note 16)	$1,114,344
Grand Total Expenses	**$4,135,892**

The Notes to Schedule B-1 below are an integral part of this Schedule and should be read in conjunction herewith.

NOTES TO SCHEDULE B-1

(1) Amounts are projected on the assumption that the First Year of Residential Section Operation will be the year from October 1, 2006 to September 30, 2007. The actual First Year of Residential Section Operation may be earlier or later than that year. In the event the actual or anticipated commencement date of the First Year of Residential Section Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by 25% or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned.

(2) These amounts represent the total Residential Common Charges to be levied against and collected from the Residential Units and in respect of the Storage Bin Licenses during the anticipated First Year of Residential Section Operation. The Residential Common Charges will be utilized by the Residential Board to defray the operational expenses of the Residential Section. Generally, Residential Common Expenses have been allocated among the Residential Units on the basis of proportionate Common Interest. Storage Bin License Fees have been allocated in accordance with the Residential By-Laws on the basis of an initial charge of $1.00 per square foot per month.

(3) Residential Common Expenses include the costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Limited Common Elements and the provision of services to the Residential Units and Residential Unit Owners in general, such as service contracts applicable to the Residential Section as a whole, employees who will provide services to the Residential Section, the managing agent for the Residential Section, and certain insurance coverages for the Common Elements of the Residential Section.

(4) Payroll and Related Expenses - $ 1,751,611

For purposes of estimating payroll costs, it has been assumed that the Resident Manager, Handypersons, Porters, Doorpersons, Hall persons and Concierges will be members of Local 32B-32J Service Employees International Union AFL-CIO. The contract with Local 32B-32J Service Employees International Union AFL-CIO is as of April 21, 2003 to April 20, 2006. These estimates assume the same increases in weekly wages for the period October 1, 2006 through September 30, 2007 as those negotiated for the periods April 21, 2003 through April 20, 2006 as part of the Local 32B-32J Service Employees International Union AFL-CIO re-negotiation effective April 21, 2003.

The wage and salary estimates included in Schedule B-1 are based upon the assumption that the Residential Section staff will consist of:

	(10/1/06-4/20/07) 35 Weeks	(4/21/07-9/30/07) 17 Weeks	(10/1/06-9/30/07) Total
1 Resident Manager	$67,308	$32,692	$100,000
2 Handypersons	$56,858	$28,390	$85,248
23 Porters, Doorpersons, Hall persons & Concierges	$593,623	$300,315	$893,938
Total wages			$1,079,186
Related wage costs (overtime, vacation, sick time, bonus, etc.)			$154,685

The following additional expenses are mandated by law for each employee:

FICA Employer	$94,391	
NY State Unemployment	$11,934	
Federal Unemployment	$2,002	
State Disability Insurance	$1,092	
Workers Compensation	$44,616	
Union Pension	$76,388	
Annuity Fund	$13,520	
Health/Training/Legal Fund	$273,796	
Total additional expenses		$517,739
TOTAL PAYROLL EXPENSES		$1,751,611

The projected level of staffing for the Residential Section complies with all applicable Legal Requirements.

(5) Steam (Heating & Hot Water) - $ 274,760

Steam for heating and hot water for the Residential Section will be purchased in bulk by the Residential Board from Consolidated Edison. Usage of steam within the Residential Section in its entirety will be separately metered by Con Edison and the cost thereof, based upon monthly consumption by the Residential Section as measured by the Con Edison meters, will be assessed by the Residential Board. Such cost will be borne by all Residential Unit Owners as a Residential Common Expense on the basis of each such Unit Owner's respective Common Interest. Because the interior of the Building is new construction, the operational history does not provide an adequate basis for a projection of future steam usage.

The estimates and projections of consumption of steam are as described in a letter, dated October 25, 2005 from Flack and Kurtz, which reflects an estimated annual consumption for the Residential Units of 8,224 thousand pounds of steam (for heating and domestic hot water) based on a rate of $ 34.11 per 1,000 pounds of steam. The anticipated cost of steam for the projected First Year of Residential Section operation reflects rates currently in effect plus the current fuel adjustment of $9.38 per 1,000 pounds of steam, taxes of 12% and escalation of 3% per year.

It is impossible to predict whether the budgeted figure will reflect the actual cost of steam for the First Year of Residential Section operation. This cost will vary with both the level of consumption of steam and the tariff rate charged by the utility company. The level of consumption of steam will be affected by the severity of the weather and any conservation measures adopted by the Residential Section. The tariff rate charged for steam depends, in large part, upon the price of imported fuel oil, which is the utility company's primary energy source. Any projection of future costs therefore is subjective.

It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of steam during the First Year of Residential Section operation. However, no budget item is warranted.

(6) Electricity - $ 260,135

This estimate includes only the cost of electricity consumed for the following:

Residential Limited Common Elements (corridor & lobby lighting and elevators)	$ 163,625
Residential Cooling Plant (cooling tower & domestic water pumps)	$ 96,510
Total	$ 260,135

The amounts set forth in this estimate do not include the cost of electricity to individual Residential Units. Each Residential Unit Owner will be responsible for the cost of electricity provided to his or her own Unit.

Electricity for the entire Building will be purchased in bulk by the Condominium Board from Consolidated Edison. Usage of electricity within the Residential Section will be sub-metered by the Condominium Board and will be billed to the Residential Board based on total monthly consumption by the Residential Section as measured by its sub-meter. Each Residential Unit will in turn be separately sub sub-metered through a computerized sub metering system. The Residential Board will bill each Residential Unit Owner for the cost of electricity consumed in such Unit Owner's Unit as reflected on such Unit Owner's sub-sub meter and will pay such charges to the Residential Board. The balance of the charges reflected on the sub meter for the Residential Section will represent electricity for the Residential Limited Common Elements and the cost thereof will be borne by all Residential Unit Owners as a Residential Common Expense on the basis of each Residential Unit Owner's proportionate Common Interest.

Additionally, the Condominium Board will sub-meter separately electricity consumed by the Condominium's central cooling plant. The cooling plant will have a meter measuring btu consumption by the Residential Section as well as all other Units of the Condominium served by the central cooling plant. A portion of the electricity costs for the cooling plant will be allocated to the Residential Section based on its proportionate btu consumption as reflected on its cooling plant btu meter, and such cost will be borne by all Residential Unit Owners as a Residential Common Expense on the basis of each such Unit Owner's proportionate Common Interest.

The projected total cost for electricity includes both electricity consumed to power the Residential Limited Common Elements and electricity allocated to the Residential Section from the central cooling plant of the Building.

The projected cost for electricity consumption is based on the estimate and projections of consumption for the Residential Limited Common Elements and the Residential Section's cooling plant as described in a letter, dated October 25, 2005 from Flack and Kurtz, which reflects an estimated annual consumption of approximately 1,300,675 kilowatt hours of electricity based on a rate of $0.20 per kilowatt hour of electricity, which represents the rates of Con Edison currently in effect plus taxes of 4.125% and escalation of 3% per year.

In view of the varying costs of energy, it is not possible to predict with certainty whether the estimated figures will reflect the actual cost to be incurred during the First Year of Residential Section operation although it is believed that reasonable provisions for increased costs have been made. The actual cost for electricity will vary depending upon various factors, including the amount of consumption, the severity of the weather, conservation measures, if any, adopted by the Residential Section or individual residents, the rates of the utility company (which fluctuate periodically), and the possibility of changes in the methods of calculating charges by the utility company. It is believed that the projected figure should be sufficient to cover any reasonable increases in the cost of electricity during the First Year of Residential Section operation; however, no warranty is made that the projection for electricity will be in accordance with the actual cost of the same during such year.

(7) Gas - $ 49,000

This estimate includes only the cost of gas consumed for the following

Residential Limited Common Elements (corridor gas heating equipment)	$34,263
Plaza Condominium Residential Cooking (apartment cooking gas)	$ 14,737
Total	$ 49,000

There will be a single direct gas meter which will measure gas consumption for the Residential Section. Gas will be distributed throughout the Residential Section for domestic cooking purposes and for the heating equipment serving the common corridors and areas of the Residential Section. The cost of gas is based on the estimate and projection of consumption as described in a letter dated October 25, 2005, from Flack and Kurtz, which reflects an estimated average annual consumption of 39,481 therms of gas for the Residential Section per year at a rate of $1.24 per therm, the approximate prevailing rate for gas in the calendar year 2005 plus taxes of 12% and escalation of 3% per year. The cost of gas will be borne by all Residential Unit Owners as a Residential Common Expense on the basis of each such Unit Owner's proportionate Common Interest and paid by the Residential Section directly to the utility.

Fuel shortages and other factors may raise the cost of gas higher than current rates. It is believed that the current figure should be sufficient to cover the cost of gas during the First Year of Residential Section operation. However, no warranty is made that the projection for gas will be in accordance with the actual cost of the same during such year.

(8) Water & Sewer - $ 125,012

The budgeted amount constitutes a projection of the water charges and sewer rents that will be payable with respect to the Building overall, a portion of which charges will be allocated by the Condominium Board to the Residential Section based on a sub meter. Because the Building will be newly renovated and reconstructed, it has no operational history upon which to base such a projection. The budgeted amount is based upon the estimate and projection of consumption and rates by Flack and Kurtz and assumes estimated total consumption of 30,460 CCF comprised of 100 gallons per day per occupant or 25,793 CCF (average of 4 occupants) per Residential Unit and 4,667 CCF for cooling tower make up water. Sewer rents are based on 25,793 CCF because the water tower make up water is excluded from this calculation. The water and sewer charges are based on current charges of $1.65 per 100 CCF for water and $2.62 per 100 CCF for sewer plus escalation of 3 % per year. (CCF stands for hundred cubic feet of consumption).

Water meters will not be installed to measure actual water usage for each individual Residential Unit. Water/Sewer Charges in respect of each Residential Unit will be allocated among the Residential Units on the basis of proportionate Common Interest. It is believed that the budgeted amount should be sufficient to cover any reasonable increase in the cost of utilities during the First Year of Residential Section operation. However, no budget item is warranted as to its accuracy, sufficiency or otherwise.

(9) Insurance – $ 72,850

The quoted insurance premium is based on a letter dated May 24, 2005 from Tanenbaum – Harber Co., Inc. setting forth the proposed coverages:

Coverage	Limits Provided
Property	
Business Personal Property/Business Interruption Maintenance/Extra Expense - "All Risk", Agreed Amount Replacement Cost Deductible - $5,000	$140,000
All Risk Business Income/Rents and additional expenses/Actual Loss Sustained / 72 Hours for Business Interruption	$4,500,000
Demolition/Increased Cost of Construction	N/A
Demolition/Increased Cost of Construction	N/A
Earthquake & Flood	$100,000

Deductible – TBD

Commercial General Liability	
General Aggregate - Per Location	$2,000,000
Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
Products/Completed Operations Aggregate	Included
Fire Damage Legal Liability	$ 50,000
Medical Payments - each person	$ 5,000
Hired Car/Non-Owned Automobiles	$1,000,000
Water Damage Legal Liability	Included
Notice and Knowledge of Occurrence	Included
Unintentional Errors & Omissions	Included
Boiler & Machinery	
Comprehensive Form	
Blanket Combined Limit - Property Damage/Business Income including Rental Value	TBA
Repair and Replacement, Service Interruption	
Deductible - $2,500 Property Damage	
Directors & Officers Liability	
Wrongful Act/Aggregate	$1,000,000
Retention - $1,000	
Commercial Crime	
Employee Dishonesty	$1,000,000
Commercial Umbrella	
Occurrence/Aggregate	$100,000,000
(Includes excess Directors & Officers Liability for Condominiums and Cooperatives)	
Total Annual Premium:	**$72,850.**

The limits, deductibles and premium indicated are based on current pricing and availability and cannot be guaranteed. Pricing is based on the extension of TRIA (Terrorism Risk Insurance Act) which is due to expire on December 31, 2005.

The above captioned Property coverage waives coinsurance (agreed amount clause) and is written on a replacement cost basis. Policies will include the following terms:

1. Policies will not be cancelled without notice to the board of managers,
2. Waiver of subrogation,
3. Waiver of invalidity because of acts of the insured and unit owners,
4. Each unit owner is included as additional insureds as respects common areas (General Liability only)

(10) Resident Manager's Apartment - $ 39,180

This item consists of real estate taxes and utility charges for Residential Unit 1304 (including electricity, gas, basic telephone services and cable television which will be provided to the Resident Manager without charge) attributable to the Resident Manager's Apartment which is anticipated to be acquired by the Residential Section upon or following the conveyance of the first Residential Unit and will thereafter be occupied by the Resident Manager rent free. The expenses attributable to the Resident Manager's Unit will be paid by all Residential Unit Owners as a Residential Common Expense and allocated on the basis of proportionate Common Interest. The estimated monthly expenses are detailed as follows:

Monthly Residential Common Charges	$ 1,198
Monthly Real Estate Taxes	$ 1,767
Monthly Utility Charges	$ 300
Monthly Total	$ 3,265

Although Residential Common Charges are imputed to and assessed against the Resident Manager's Unit, no Common Charges will in fact be collected by the Residential Board in respect thereof while the Resident Manager's Unit is dedicated for the use of the Resident Manager. As a result, the stated "income" of the Residential Board slightly exceeds the stated "expenses".

(11) Residential Management Fee - $ 150,000

The duties to be performed by the Residential Managing Agent pursuant to the Residential Management Agreement include such duties as billing and collecting Residential Common Charges, maintaining Residential Limited Common Elements, supervising, hiring and discharging employees, maintaining records for the Residential Board, preparing and submitting annual operating budgets for the Residential Section to the Residential Board for its consideration and generally attending to the needs and comforts of the Residential Unit Owners, all as described more specifically in Part I, Section Y. The management fee has been allocated among the Residential Units in proportion to their respective Common Interests.

(12) Contract Services and Supplies - $ 209,000

This estimate represents the estimated annual cost of services and supplies (including service contracts) provided to and for the specific benefit of the Residential Section. Because many of the building systems will be new and under manufacturer and/or installer warranty, the costs of certain service contracts may not be reflected during the First Year of Residential Section Operation.

Electrical sub-metering	$ 9,000
Exterminating	$ 10,000

Lobby Flowers	$ 25,000
Miscellaneous repairs and maintenance	$ 30,000
Supplies (Cleaning materials, lubricants, bulbs, rubbish compactor bags, miscellaneous plumbing & electrical supplies, general & hardware supplies, etc.	$ 50,000
Wood, Marble & Metal Maintenance	$ 50,000
Security System and Intercom	$ 10,000
Uniforms	$ 25,000
Total	$ 209,000

(13) Legal & Accounting - $ 25,000

Based upon the estimate of Paritz & Company, P.A., 15 Warren Street, Hackensack, New Jersey 07601, as in a letter dated February 8, 2005, $15,000 has been budgeted for fees to be incurred in with the preparation of the audited financial statements for the Residential Section for the First Year of Residential Section Operation and its Federal, State and City tax returns. The balance of the budgeted amount ($10,000) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Residential Section, such as attendance at Residential Section meetings, preparation of minutes, filing fees in connection with the protest of any real estate tax assessments for the Residential Section, negotiation of minor agreements, and any special collection matters that are not normally handled under the management agreement.

(14) Miscellaneous Other – $25,000

This estimate is included to provide for the estimated cost of miscellaneous administrative and other costs including but not limited to, inspection, license and filing fees, permits, dues, stationery, postage, printing, messenger, telephone and other miscellaneous expenses.

(15) Contingency - $40,000

This amount is to cover possible increases in expenses not now foreseen and for expenses not included. The budget may be modified from time to time prior to commencement of, or during, the First Year of Residential Section operation to increase items of expenses and decrease the contingency reserve.

(16) General Common Charges - $ 1,114,344

A portion of the Residential Common Charges payable by the Residential Unit Owners represents the Residential Section's allocated portion of General Common Charges assessed by the Condominium Board against the Residential Section in accordance with the Condominium By-Laws. Please refer to Schedule B-2 and the Notes thereto for further details.

In the opinion of Gumley Haft LLC, the projected income for the Residential Section is sufficient to meet the estimated expenses for the First Year of Residential Section operation, assuming that such first year is the fiscal year commencing October 1, 2006. The budget, is not intended, and should not be taken, as a guarantee by anyone that the annual Residential Common

Charges for the first or any subsequent year of operation of the Residential Section will be as set forth in the budget. In fact, it is likely that the actual income and expenses for the First Year of Residential Section operation will vary from the amounts shown in the budget.

SCHEDULE B-2

The Plaza Condominium
Projected Budget for First Year of Condominium Operation
October 1, 2006 to September 30, 2007 (See Note 1)

ESTIMATED INCOME (Note 2)
See also "Allocation of Estimated General Common Expenses below"

General Common Charges – Residential Section	$1,114,344
General Common Charges – Hotel Section	$ 718,470
General Common Charges – Accessory	$ 414,298
General Common Charges – Club	$ 32,887
Total Estimated Common Charges	**$2,280,000**

ESTIMATED EXPENSES (Note 3)

Insurance (Note 4)	$1,680,000
Management Fee (Note 5)	$100,000
Reserves for Repairs and Improvements (Note 6)	$500,000
Total Estimated Expenses	**$2,280,000**

Allocation of Estimated General Common Expenses

	Method of Allocation	Residential	Hotel Section	Accessory	Club	Total
Insurance	% Interest	$821,096	$529,399	$305,272	$24,233	$1,680,000
Management Fee	% Interest	$48,875	$31,512	$18,171	$1,442	$100,000
Repairs and Improvements	% Interest	$244,374	$157,559	$90,855	$7,212	$500,000
		$1,114,344	**$718,470**	**$414,298**	**$32,887**	**$2,280,000**

The Notes to Schedule B-2 below are an integral part of this Schedule and should be read in conjunction herewith.

NOTES TO SCHEDULE B-2

(1) Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from October 1, 2006 to September 30, 2007. The actual First Year of Condominium Operation may be earlier or later than that year. In the event the actual or anticipated commencement date of the First Year of Residential Section Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by 25% or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned.

(2) These amounts represent the total General Common Charges to be levied against and collected from the Residential Section, the Hotel Section, the Accessory Unit and the Club Unit during the projected First Year of Condominium Operation. The General Common Charges will be utilized by the Condominium Board to defray the operational expenses of the Condominium. Generally, General Common Expenses have been allocated on the basis of proportionate Common Interest, for a total of 100%.

(3) General Common Expenses include the costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements and the provision of services to Unit Owners in general, such as: certain insurance coverages for the General Common Elements and the Condominium Board, the managing agent for the Condominium and repairs and replacements for the General Common Elements.

(4) Insurance - $ 1,680,000

The quoted insurance premium is based on a letter, dated May 24, 2005 from Tanenbaum – Harber Co., Inc. setting forth the proposed coverages. In the event that TRIA is not extended, the Condominium Board may or may not elect, in its sole and absolute discretion, to purchase additional terrorism insurance and it should be noted that the expiration of TRIA may adversely affect the pricing of certain insurance premiums.

Coverage	Limits Provided
Property	
Blanket Real & Personal Property/Building Ordinance - "All Risk", Agreed Amount Replacement Cost. Deductible - $50,000	$337,500,000
All Risk Business Income/Rents and additional expenses	Not included

Coverage	Limits Provided
Demolition/Increased Cost of Construction	$25,000,000
Earthquake & Flood Deductible – TBD	Policy Deductible
Commercial General Liability	
General Aggregate - Per Location	$2,000,000
Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
Products/Completed Operations Aggregate	Included
Fire Damage Legal Liability	$ 100,000
Medical Payments - each person	$1,000,000
Hired Car/Non-Owned Automobiles	$1,000,000
Water Damage Legal Liability	Included
Notice and Knowledge of Occurrence	Included
Unintentional Errors & Omissions	Included
Workers Compensation	Statutory Limits
Boiler & Machinery	
Comprehensive Form Blanket Combined Limit - Property Damage/Business	Included in Property
Income including Rental Value Repair and Replacement, Service Interruption Deductible - $2,500 Property Damage	
Directors & Officers Liability	
Wrongful Act/Aggregate Retention - $1,000	$5,000,000
Commercial Crime	
Employee Dishonesty Deductible - $50,000.	$1,000,000
Total Annual Premium:	**$1,680,000**

Coverage	Limits Provided
Commercial Umbrella Occurrence/Aggregate (Includes excess Directors & Officers Liability for Condominiums and Cooperatives)	$100,000,000

(5) Condominium Management Fee - $ 100,000

The duties to be performed by the Condominium Managing Agent include such duties as billing and collecting General Common Charges, maintaining General Common Elements, maintaining records for the Condominium Board, preparing and submitting annual operating budgets for the Condominium to the Condominium Board for its consideration and generally attending to the needs and comforts of all the Unit Owners, all as described more specifically in Part I, Section Y. The management fee will be allocated among the Residential Section, the Hotel Section, the Accessory Unit and the Club Unit in proportion to their respective Common Interests. The Condominium Managing Agent will be an affiliate of Sponsor (which may be, but need not be, El-Ad Properties NY LLC) and the cost of the above referenced services is substantially the same as the prevailing costs for similar services.

(6) Reserves for Repairs and Improvements - $ 500,000

Although the Building will be newly renovated, it will still require repairs, maintenance and capital improvements which may be rather expensive because of the Building's age and landmark status. A reserve for repairs and improvements will be set aside for this purpose.

In the opinion of Gumley Haft LLC, the projected income for the Condominium is sufficient to meet the estimated expenses for the First Year of Condominium Operation, assuming that such first year is the fiscal year commencing October 1, 2006. The budget, is not intended, and should not be taken, as a guarantee by anyone that the annual General Common Charges for the first or any subsequent year of operation of the Condominium will be as set forth in the budget. In fact, it is likely that the actual income and expenses for the Condominium will vary from the amounts shown in the budget.

F. SCHEDULE B-3

Projected Annual Electricity Cost

By report dated October 25, 2005, Flack and Kurtz, provided the following estimate of annual electric energy costs for lighting and for operating the typical electrical appliances located in each Residential Unit:

The estimate of KWHR per year per square foot and annual cost of electricity per square foot utilized by individual apartments is 10.55 KWHR/Sq. Ft./Year and $2.10 per square foot per year, based on a projected Con Edison rate of $0.20 per KW Hour for 2007. The projection was made using 2005 Con Edison rates increased by an estimated 3% annual inflation. The following table sets forth the estimated annual costs of electricity for typical Residential Units:

APARTMENT SIZE	AREA (SF)	ANNUAL KWH	TOTAL ANNUAL COST
Studio	700	7,384 KWH	$1,468
1 Bedroom	1100	11,604 KWH	$2,307
2 Bedroom	1900	20,042 KWH	$3,986
3 Bedroom	2450	25,844 KWH	$5,139
4 Bedroom	4000	42,195 KWH	$8,391
5 Bedroom	5400	56,963 KWH	$11,328

The projected rates are not guaranteed and it must be expected that these rates may increase with the passage of time and could be affected by many factors which are beyond the control of Sponsor. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of occupants and weather conditions.

GUMLEY-HAFT
REAL ESTATE

415 Madison Avenue New York, NY 10017 (212) 371-2525 FAX: (212) 371-2896

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(I)

November 4, 2005

CPS 1 Realty LP
C/o El-Ad Properties NY LLC
225 Fifth Avenue
New York, New York 10010

Re: The Plaza Condominium
768 Fifth Avenue
New York, New York 10019

Gentlemen:

Gumley Haft Realty is a licensed real estate brokerage and management firm and has been engaged in the management and sales of over one hundred properties over the past fifteen years. The undersigned has no beneficial interest in Sponsor or the profitability of the subject project.

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

The common interests amount the Units have been allocated to each based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit, in accordance with Section 339-i(1)(iv) of the New York State Real Property Law. This allocation utilizes measurements and calculations of net square footage made by Costas Kondylis & Partners LLP, Sponsor's Architect.

Very truly yours,

Gumley Haft LLC

By: _____

Sworn to before me this
4th day of Nov, 2005.

JEAN M. CORRIGAN
Notary Public, State of New York
No. 01CO6098330
Qualified in Westchester County
Commission Expires 09/08/2007

KL3:2419734.1

H. NON-RESIDENTIAL UNITS

Each of the Non-Residential Unit Owners will be obligated to pay its share of the expenses that are incurred by the Condominium Board (or Hotel Board in the case of the Hotel Section) in furnishing services, and operating, maintaining and repairing General Common Elements, only to the extent the same are utilized by or benefit such Non-Residential Unit Owner. As more fully set forth in the "Notes to Schedule B" above, each of the Non-Residential Unit Owners will therefore pay only allocated percentages of only certain expenses, which percentages may be less (or more) than in proportion to their Common Interest. The allocated percentages represent a projection of the proportionate usage of the services and facilities in question by each of the Non-Residential Unit Owners, as estimated by Gumley Haft Realty, an independent expert retained by Sponsor. It is the opinion of Gumley Haft Realty, as more fully set forth in Exhibit 11 in Part II, that the aforementioned Common Charges payable by each of the Non-Residential Unit Owners are sufficient to cover the General Common Expenses fairly attributable to such Unit Owner's Non-Residential Unit.

No unlawful use by any of the Non-Residential Unit Owners may be made of the Property or any portion thereof and all valid Legal Requirements relating to any portion of the Property shall be complied with at the sole cost and expense of the applicable Unit Owner or the applicable Board(s), whichever party has the obligation to maintain or repair such part of the Property, as set forth in the Declaration, the Condominium By-Laws, the Residential By-Laws or the Hotel By-Laws.

1. Condo Hotel Units

There will be 152 Condo Hotel Units, located on floor 11 through floor 21 which will be integrated with the Transient Hotel Unit to serve as a luxury hotel facility. The Condo Hotel Units will be offered pursuant to a separate offering plan, although no representation or warranty is made with respect to whether any such offering will in fact take place, how many such units may be sold or the terms of any such offering. Any revisions to such offering plan shall require an amendment. Subject to certain restrictions set forth in the Declaration, Condominium By-Laws and the Hotel By-Laws, the Condo Hotel Units may only be used as single-family dwelling units which are not occupied by the Unit Owners thereof in excess of four months (in the aggregate) in any calendar year, and, when not occupied by such Unit Owners, are available for rental as a transient hotel room, *i.e.*, a room or single suite of rooms used for transient occupancy and which may be rented on a daily basis as part of a transient hotel. No income derived from the use of the Condo Hotel Units will constitute income to the Condominium Board, the Residential Board, the Hotel Board, the Accessory Unit Owner, the Club Unit Owner, the Residential Unit Owner or the Transient Hotel Unit Owner.

After operation of the Condominium has commenced, it is anticipated that the Common Charges payable by each of the Condo Hotel Unit Owners and the Hotel Board may be periodically adjusted, but not more frequently than once each year, to reflect the proportion properly attributable to the then amount of usage by each of the Condo Hotel Unit Owners. As set forth in more detail in the Condominium By-Laws and the Hotel By-Laws, except with respect to the allocation of certain fixed costs, the Hotel Board may seek to demonstrate that a change in usage or services provided warrant an adjustment to the relative assessments of

General Common Charges. If the Condominium Board and the Hotel Board cannot agree on such adjustment, the dispute will be submitted to arbitration in accordance with Article 11 of the Condominium By-Laws. No income derived from any use of any such Condo Hotel Unit will constitute income to the Condominium Board, the Residential Board, the Hotel Board or any other Unit Owner (except as may be expressly provided in the Condominium By-Laws or Hotel By-Laws to the contrary or pursuant to separate written agreement by or among the applicable parties).

2. Transient Hotel Unit, Accessory Unit and Club Unit

The Transient Hotel Unit, located on portions of the Lower Concourse C, Main Concourse A and First Floor through floor 10 which will be integrated with the Condo Hotel Units together with entrances and lobbies on the First Floor at 58th Street and at Fifth Avenue and certain other Common Elements will be initially operated as a luxury hotel facility. The Accessory Unit, located on portions of the Lower Concourse C, Main Concourse A, and First Floor through floor 4, will contain hotel accessory space accessed via Central Park South, Fifth Avenue and 58th Street. The Club Unit located on the Main Concourse A and First Floor, accessed principally via common areas in the Building will be used as a health club.

Subject to certain restrictions set forth in the Declaration, Condominium By-Laws and Hotel By-Laws, the Transient Hotel Unit, Accessory Unit and Club Unit may be used and operated for any legally permitted purpose (subject to compliance with all Legal Requirements, including, without limitation, the certificate of occupancy for such Unit and any applicable zoning regulations). No income derived from any use of any such Unit will constitute income to the Condominium Board, the Residential Board, the Hotel Board or any other Unit Owner (except as may be expressly provided in the Condominium By-Laws or Hotel By-Laws to the contrary or pursuant to separate written agreement by or among the applicable parties). The Unit Owner of any such Unit may lease or license all or any portion of its Unit to one or more lessees (or may permit occupants or permittees to use all or any portion of its Unit) so long as the uses thereof are in conformance with all Legal Requirements, the Condominium By-Laws, and, with respect to the Transient Hotel Unit, the Hotel By-Laws.

It is currently anticipated that the Transient Hotel Unit, together with the Condo Hotel Units will initially be used as a hotel (and ancillary uses), the Accessory Unit will initially be used for purposes accessory to the Hotel Section (and ancillary uses) and that the Club Unit will initially be used as a health club and spa center, although no representation or warranty is made with respect to such initial or any subsequent uses of such Units or with respect to who the owner or tenant(s) of such Units may be at any time.

After operation of the Condominium has commenced, it is anticipated that the Common Charges payable by each of the Commercial Unit Owners and the Residential Board (and the Hotel Board in the case of the Hotel Section) may be periodically adjusted, but not more frequently than once each year, to reflect the proportion properly attributable to the then amount of usage by each of the Commercial Unit Owners. As set forth in more detail in the Condominium By-Laws, except with respect to the allocation of certain fixed costs, a Commercial Unit Owner or the Residential Board (or the Hotel Board in the case of the Hotel Section) may seek to demonstrate that a change in usage or services provided warrant an

adjustment to the relative assessments of General Common Charges. If the Condominium Board and any Commercial Unit Owner or the Residential Board (or the Hotel Board in the case of the Hotel Section) cannot agree on such adjustment, the dispute will be submitted to arbitration in accordance with Article 11 of the Condominium By-Laws.

To the extent permitted by law, and subject to certain restrictions set forth in the Declaration and Condominium By-Laws (or the Hotel By-Laws in the case of the Hotel Section), the Transient Hotel Unit Owner, the Club Unit Owner and the Accessory Unit Owner will each have the right with regard to its Unit, without the vote or consent of the Boards, Residential Managing Agent, other Unit Owners, or any other party, to mortgage or otherwise hypothecate its Unit, to decorate or make alterations, additions or improvements to its Unit (except that alterations, additions or improvements which would either in the course of performance or upon completion (i) have a material adverse effect on the structural, mechanical, electrical or plumbing elements of the Building or would increase insurance premiums or maintenance costs for any other Unit or the Common Elements shall be subject to the approval, not to be unreasonably withheld, of the Condominium Board); or (ii) materially adversely affect any other Unit Owner's Unit, or the Residential Section, or the use thereof or access thereto, shall be subject to the approval of the affected Unit Owner, Residential Board or Hotel Board, as applicable), to change the size of its Unit by subdividing it into any desired number of condominium units (including, without limitation, subdividing the Transient Hotel Unit into individual hotel condominium units), or by combining any units resulting from such subdivision, and to reapportion among the newly created condominium units resulting from any subdivision (or combination) their appurtenant Common Interests, provided that any such changes are in compliance with Article 9-B, Section 339 of the New York Condominium Act. As more particularly provided in Article 10 of the Declaration, the Commercial Unit Owners will each have the right with regard to its Unit to amend the Declaration in order to reflect such changes, or to cause the Condominium Board to do so. If any of the Commercial Units is subdivided or combined, the owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of the Boards or other Unit Owners), set forth above in this paragraph and in the Declaration, described as pertaining to the Unit Owner of the original Unit or Units in question.

The Transient Hotel Unit Owner and/or its designee (and its respective successors and assigns) shall have an easement to erect, use, lease, license, maintain, repair, replace and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on the roof of the Building (which is otherwise a Common Element). None of the Residential Unit Owners, the Condominium Board or the Residential Board, or any other Commercial Unit Owner will have any interest in the rents, profits or revenues from the rental, use or sale of any such space pursuant to the aforementioned easements and rights. The Transient Hotel Unit Owner (and/or such designee) shall have the right to create additional hotel units consisting of portions of its Unit, each of which shall have as an appurtenant easement to use a portion of its Unit platform and other facilities on the roof of the Building, upon which such additional hotel unit owners (or its tenant or licensee) may erect, use, lease, license, maintain, repair, replace and operate antennae, satellite dishes and other telecommunications equipment. If such additional Units are created, the percentage interest in the Common Elements

allocated to such hotel units and the percentage interests of all other Units will remain unchanged.

All normal maintenance and repairs of the roof of the Building will be made by the Condominium Board and chargeable to all Unit Owners as a General Common Expense; except that if the holders of the aforementioned easement utilizes the roof of the Building pursuant to such easement, then such party/ies will be responsible for the normal maintenance and repair of the portion of the roof(s) it utilizes. Capital repairs and replacements to such roofs, other than normal maintenance and repairs, will be charged to all Unit Owners as a General Common Expense except to the extent such costs are attributable to the use of areas utilized pursuant to the above-described easements or are necessitated by the exercise of such easements, in which case the holders of such easement shall be responsible for such costs.

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I. CHANGES IN PRICES: RESIDENTIAL UNITS AND STORAGE BIN LICENSES

The purchase prices set forth in Schedule A and other terms of payment (but not other terms of sale) with respect to a particular Residential Unit or Storage Bin License are negotiable and may be changed by Sponsor at any time and from time to time, both before and after the recording of the Declaration, without prior notice and without the consent of the Boards, any Unit Owner or mortgagee. However, no such change with respect to any Residential Unit or Storage Bin License for which an Agreement is then in effect may be made without the consent of the Purchaser thereunder, and no Agreement will be modified to waive any of the Purchaser's rights or abrogating any of Sponsor's obligations, under this Plan or Article 23-A of the New York General Business Law.

The Plan will be amended to disclose: (a) any increase (but not any decrease) in the purchase price of an offered Residential Unit or Storage Bin License; (b) any changes in either purchase prices (whether increases or decreases) or other financial terms of sale that are across-the-board changes affecting one or more lines or types of Residential Units or Storage Bin Licenses; or (c) any changes in either purchase prices or other financial terms of sale that are to be advertised. Other than the changes described in (a) through (c) above, purchase prices and other terms of sale of one or more Residential Units or Storage Bin Licenses which are not subject to executed Agreements may be changed without either notice or amendment of the Plan.

If Sponsor changes the purchase price of a Residential Unit or Storage Bin License, the Purchaser affected thereby may pay more or less than other Purchasers under the Plan for similar Units, but this will not affect any prior or subsequent sale of any other Residential Units or Storage Bin Licenses, nor will the Common Interest of any Residential Unit or Storage Bin License be altered as a result of a price change for such Unit.

In order to meet the possible varying demand for the number and type of different units, or to meet particular requirements of prospective Purchasers, or for any other reason, Sponsor and its designees reserve the right (except to the extent prohibited by applicable Legal Requirements) at any time and from time to time, before and after the recording of the Declaration, without prior notice and without the consent of the Boards, any Unit Owner or mortgagee, to: (i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Unsold Residential Unit; (ii) change the layout of, or number of rooms in, any Unsold Residential Unit; (iii) change the size and/or number of Unsold Residential Units by subdividing one or more such Units into two or more separate Units, combining separate Unsold Residential Units (including those resulting from a subdivision or combination or otherwise) into one or more Units, altering any boundary walls between any Unsold Residential Units, and/or incorporating within any Unsold Residential Unit the use of any portion of the Common Elements adjacent thereto (but only to the extent that such Common Elements are not required to be maintained as Common Elements based upon such alterations); (iv) if appropriate, reapportion among the Unsold Residential Units affected by such change, their Common Interests, provided, however, that after the recording of the Declaration, no change in any Unit's Common Interest will be made without obtaining the prior consent of all Residential Unit Owners affected by such change; and (v) change the permitted use of some or all of the Unsold Residential Units. Any such change described in subsections (ii) through (v) in the immediately preceding paragraph and additionally any material

adverse change in the size or quality of any of the Residential Limited Common Elements shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. In the event of any such change after the Declaration is recorded, the Declaration and Floor Plans shall each be amended and such amendments duly recorded and disclosed in a duly filed amendment to the Plan. As more particularly provided in the Declaration, Sponsor or its designee will have the right to (or to cause the Condominium Board to) so amend the Declaration and Floor Plans, to the extent required, in order to reflect any such change affecting Unsold Residential Units. No such changes will be made if the same would materially adversely affect any Purchaser under an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless (i) the affected Purchaser consents; (ii) the Purchaser is in default or (iii) the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such material adverse change, offer the affected Purchaser(s) the right, for at least 15 days, to rescind their Agreement(s) and receive a refund of their Deposit(s), together with all interest earned thereon. No material change will be made in the size or location of any of Residential Units' other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which an Agreement has been executed and is in effect unless all affected Residential Unit Owners and contract vendees consent in writing to such change. However, as long as the layout and dimensions of a Residential Unit conform substantially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Residential Unit by reason of a minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved of any obligations under the Agreement, by virtue of a minor inaccuracy or error in the floor plans. With regard to size, such minor error would mean a decrease of 5% or less or any increase in the size of any Unit or room contained in a Unit.

No Purchaser will have the right to alter or modify any Storage Bin without the consent of the Residential Board, which may be granted or withheld in its sole and absolute discretion.

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J. INTERIM LEASES

Sponsor will endeavor in good faith to sell, but nevertheless reserves the unconditional right, prior to the date of closing title to a Residential Unit, to rent or lease, rather than sell, such Unit to Purchasers and others. As a result, a Purchaser of a Residential Unit may be acquiring a Residential Unit that has been previously occupied or used, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at the closing vacant and free and clear of all leases, tenancies and rights of occupancy. However, once an Agreement for a Residential Unit is fully executed and for so long as the Agreement is in effect, such Unit may only be leased to its Purchaser. No Purchaser shall have the right to occupy or use any Unit prior to the closing unless Sponsor agrees to permit such occupancy under an interim lease or other written rental agreement.

Interim leases will not be subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law, the New York City Rent Stabilization Code, any rent regulatory scheme or code, rule or regulation promulgated under any of the foregoing, or any other rental protection laws.

If Sponsor agrees to lease a vacant Residential Unit, the lease will be for a rent and upon such other terms and conditions as may be agreed upon by Sponsor and the tenant; provided, however, that in the case of an interim lease to a Purchaser, such lease will provide that an uncured default by the Purchaser under the Agreement (that is, a default not cured within 30 days after the sending of written notice thereof) will constitute a default under the lease entitling the landlord (i.e., Sponsor), at its sole option, to immediately terminate such lease whereupon the lessee must vacate the Unit within ten (10) days thereafter. The Agreement will contain a similar provision entitling Sponsor to terminate the Agreement and retain the Deposit (and any interest thereon) as liquidated damages, and not as a penalty, in the event the Purchaser fails to cure a default under such Purchaser's lease, if any, within the applicable grace period (if any) and either: (a) Sponsor has obtained an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser or (b) the Purchaser has vacated the Unit.

No portion of the rental paid under any lease will be credited towards the purchase price of a Unit unless the lease and the Agreement therefor expressly so provide.

In the event of any amendment to the Plan which discloses a material adverse change to the Plan and offers the Purchaser a right to rescind, if a Purchaser who is a tenant under an interim lease duly elects to rescind, the Purchaser's deposit will be returned subject to the terms of the Plan and the interim lease made with such Purchaser shall be cancelled and possession of the Unit must be surrendered within sixty (60) days thereafter free of all occupants and in broom clean condition. A Purchaser shall be liable to Sponsor for any and all damages, costs and expenses incurred by Sponsor by reason of any failure to vacate within said 60-day period. If such failure to timely vacate occurs prior to the First Residential Closing, the Purchaser shall be liable for use and occupancy in an amount equal to twice the rent under the interim lease. If such failure to timely vacate occurs after the First Residential Closing, the Purchaser shall be liable for twice the costs of carrying the Unit (such as Common Charges, real estate taxes and the allocable portion, based on such Unit's Common Interest, of debt service on any loan covering the Unsold Residential Units) as calculated by Sponsor. In addition, irrespective of when such failure to

timely vacate occurs, such Purchaser shall be liable to Sponsor for loss of profit and all costs and expenses incurred by Sponsor to obtain possession of the Unit, including the cost of litigation and reasonable attorneys' fees and expenses.

In the event the Plan is abandoned, a Purchaser who has entered into an interim lease will have no right to remain in occupancy as a tenant after the abandonment of the Plan.

K. PROCEDURE TO PURCHASE

1. Execution of Documents

Any party desiring to purchase a Residential Unit will be required to execute four original counterparts of an Agreement, in the form set forth as Exhibit 1 in Part II of the Plan, for each such Residential Unit desired. The Agreement sets forth in detail the terms of sale with respect to the Residential Units offered hereunder and should be read carefully by each prospective Purchaser. In the event of any conflict or ambiguity between the Plan and the Agreement, the provisions of the Plan shall control.

No signed Agreement will be accepted from a prospective Purchaser for three business days following such Purchaser's receipt of a copy of the Plan, including all amendments thereto. For the convenience of some Purchasers, however, Sponsor will have the right, at its sole option, to accept an Agreement prior to the expiration of such period of three business days; and in such event, and only in such instance, such Purchaser will have the right to rescind such Agreement by written notice sent to Sponsor by certified or registered mail, return receipt requested, or by personal delivery within seven (7) days of such Purchaser's submission of the Agreement, whereupon Sponsor will refund, without interest (notwithstanding any provision of this Plan regarding interest to the contrary), the Deposit received by Sponsor from such Purchaser in connection with such Agreement.

A Purchaser shall deliver to Selling Agent, together with the four signed original counterparts of the completed Agreement, the following: three completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law (the forms currently required by law are reproduced as Exhibits 1A and 1B in Part II of this Plan); and a deposit as set forth below.

Agreements will not be binding on Sponsor until approved and executed by Sponsor. Sponsor will have thirty (30) days after delivery by the Purchaser of an executed Agreement, together with the amounts and other items described above within which to accept or reject such Agreement. Sponsor reserves the right to request thorough identification and financial information concerning any prospective Purchaser, subject to any limitations and requirements imposed by law. Each Purchaser shall and shall in all events be deemed to represent and warrant that the Deposit and all sums deposited by Purchaser pursuant to the Agreement are such Purchaser's own funds and that no other party has any right thereto. If an Agreement is not accepted by Sponsor within such 30-day period, the Agreement shall be deemed to have been rejected and cancelled and all sums deposited by such prospective Purchaser in connection therewith shall be promptly returned, together with any accrued interest. Sponsor reserves the right to reject any prospective Purchaser without cause or explanation, provided that such rejection is not based on race, creed, color, age, gender, sexual orientation, disability, marital status, national origin, ancestry, or any other ground proscribed by law, and to refuse to execute an Agreement for any Unit, or an Agreement or Agreements, as the case may be, for more than one Unit to any one person or entity.

2. Deposits/Escrow

As set forth above, a prospective Purchaser shall deliver to Selling Agent, together with the four signed original counterparts of the completed Agreement, a deposit (any of the following amounts, the "Initial Deposit") in an amount equal to: (a) 10% of the purchase price; or (b) 50% of the purchase price if the Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity). A prospective Purchaser who, in accordance with the previous sentence, was only required to make an Initial Deposit equal to 10% of the purchase price will be required to make, in addition to the Initial Deposit, an additional deposit equal to 10% of the purchase price of such Purchaser's Unit (the "Additional Deposit") due and payable no later than the earlier to occur of four (4) months after the date of the Agreement or 15 days after Sponsor serves Purchaser with written notice of an amendment to the Plan declaring the Plan effective, but in no event later than the Closing. No Additional Deposit shall be required if the Purchaser is a foreign government or other person or entity referenced in (b) of the first sentence of this paragraph and who or which has made a 50% Initial Deposit as described above. The term "Deposit", as used in this Plan, refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit. All such payments shall be made by unendorsed check drawn only on a member bank of the New York Clearing House Association made payable to "Kramer Levin Naftalis & Frankel LLP, as escrow agent." All such checks shall be subject to collection and if any such check is returned for insufficient funds or for any other reason, Sponsor shall have the right, among other things, to deem such Agreement to be cancelled and of no further force or effect, and to retain any Deposit and other amounts previously deposited.

With respect to any check or other instrument that is dishonored or fails of collection, the Escrow Agent is authorized to deliver to Sponsor the dishonored or uncollected instrument and Sponsor will have the choice of remedies set forth in the Plan and in the Agreement with respect to an Event of Default (which includes suing on such dishonored or uncollected instrument or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default).

All deposits, Deposits or advances received by Sponsor will be held in escrow by Sponsor's Counsel (the "Escrow Agent") and placed in the Escrow Account (as hereinafter defined) in conformity with the procedure set forth herein. 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, and the provisions of Lien Law Section 71-a(3), as applicable.

All Deposits or advances made by Purchasers prior to closing of each individual transaction will be placed, within five business days after the Agreement is signed by all necessary parties, or within five business days after receipt, in the case of deposits, Deposits or advances made subsequent to the execution of the Agreement, in a segregated special escrow account (the "Escrow Account") of Sponsor's Counsel, the Escrow Agent, whose address is 1177 Avenue of the Americas, New York, New York 10036, and whose telephone number is 212-715-9100. The signatories on the Escrow Account authorized to withdraw funds are any one of Jay A. Neveloff, Jonathan H. Canter, Paul S. Pearlman, Neil R. Tucker, James Godman,

Robert Heller and Howard J. Rothman. The name of the Escrow Account will be "The Plaza Condominium Residences Attorney Escrow Account" or similar name, HSBC Bank USA, 452 Fifth Avenue, New York, NY 10018 (the "Bank"), or such other substitute bank and/or account type and/or title as may be designated in an amendment to the Plan. The Bank is covered by federal bank deposit insurance up to a maximum of $100,000 per individual depositor. Deposits made by a Purchaser in excess of $100,000 in the aggregate in connection with the purchase of a Unit or Units will not be federally insured.

The Escrow 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 paid by the Bank for such accounts from time to time (although no representation or guarantee is made as to the actual rate of interest that will be earned on such funds). Interest, if any, will begin to accrue within five (5) business days after the Agreement is fully executed by Sponsor and Purchaser and delivered to Purchaser and payment in respect of the Deposit is tendered to Escrow Agent, provided that the Purchaser has delivered the required number of completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form reproduced as Exhibit 1A in Part II of the Plan or Forms W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) in the form reproduced as Exhibit 1B in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If a Purchaser does not deliver the Form W-9 or Form W-8BEN, as applicable, the Deposit will be deposited in a non-interest-bearing escrow account at the aforesaid bank until the Form W-9 or Form W-8BEN has been delivered, and neither Sponsor, Selling Agent, the Escrow Agent nor the Bank shall be liable for interest for the period prior to the delivery of such form.

Sponsor is required by law to submit a Form 1099-INT to the Internal Revenue Service reporting interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of its Agreement or the Plan. Before funds are transferred to a new Escrow Account, or if the Escrow Agent is replaced, the Plan must be amended to provide the same full disclosure with respect to the new account, the Escrow Agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for the Escrow Account only after the Attorney General approves in writing the use of such alternate form of security.

Within 10 business days after delivery by Sponsor of the Initial Deposit to Escrow Agent, Escrow Agent will notify the Purchaser that such funds have been deposited into the Escrow Account and will provide the account number and the initial interest rate. If the Purchaser does not receive notice of such deposit within 15 business days after delivery by Sponsor of the Initial Deposit to the Escrow Agent, the Purchaser may cancel the purchase and rescind the Agreement so long as the right to rescind is exercised within 90 days after tender of the Initial Deposit. 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. Except as set forth above in this paragraph, the Escrow Agent will hold funds in escrow until otherwise directed in (i) a writing signed by both Sponsor and the Purchaser, (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 Sponsor until the Escrow Agent has given the Purchaser written notice of not fewer than 10 business days. Thereafter, the funds may be paid to Sponsor unless the Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General's regulations and has so notified the Escrow Agent in accordance with such provisions.

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 escrowed funds and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute that needs to be resolved. A form for this purpose is set forth in Part II of the Plan. The party applying for a determination must send all other parties a copy of the application. Pending the determination of the Attorney General to grant or deny the application, Sponsor, the Purchaser and the Escrow Agent shall abide by any interim directive issued by the Attorney General. If an application permitting release of the escrowed funds is granted, the escrowed funds and any interest thereon shall be disposed of in accordance with the determination of the Attorney General, subject to any court action in which preliminary relief is granted. The Attorney General shall act upon the application within 30 days after its submission to the Department of Law, by either making a determination or notifying the parties that an extension of time in which to do so is necessary for stated reasons. If the application seeking the release of funds is denied, the Escrow Agent shall continue to hold the deposit and any interest earned thereon until: (i) both Sponsor and the Purchaser direct payment to a specified party in accordance with a written direction signed by both Sponsor and the Purchaser; (ii) a judgment or order of a court of competent jurisdiction is served on the Escrow Agent; or (iii) the Escrow Agent deposits the disputed amount into Court. In no event shall the Escrow Agent release funds in dispute, other than a payment of such funds into court, until such dispute is finally resolved either by determination of the Attorney General or by order or judgment of a court of competent jurisdiction or by written agreement of Sponsor and Purchaser. Under no circumstances shall Sponsor apply for release of the escrowed funds of a defaulting Purchaser until after consummation of the Plan, and consummation of the Plan does not relieve Sponsor of its obligations pursuant to General Business Law 352-h. A copy of the escrow agreement which incorporates the terms of the Attorney General's regulations is set forth in Part II of the Plan.

Sponsor has agreed to indemnify and hold the Escrow Agent harmless from any and all losses, damages, claims, liabilities, judgments and other costs and expenses which may be claimed against or incurred by the Escrow Agent by reason of its acceptance of, and/or its performance under, the escrow agreement (other than those ultimately determined to have arisen out of the willful misconduct or gross negligence of the Escrow Agent), including, without limitation, attorneys' fees either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself.

The Escrow Agent will maintain all records concerning the Escrow for seven years after the release of funds.

The Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Deposit or any other dispute between Sponsor and a Purchaser whether or not the Escrow Agent is in possession of the Deposit and continues to act as the Escrow Agent.

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 and trust funds shall prevail over any conflicting or inconsistent provision in this Plan or in an Agreement. Purchasers shall not be obligated to pay any legal or other expense of Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

3. Date of the First Residential Closing

In the event the actual or anticipated commencement date of the projected First Year of Residential Section Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised Residential Section budget with current projections therefor, and if: (i) such amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the First Residential Closing does not occur within 12 months after October 2006, the date set forth in Schedule B-1 as the commencement date for the projected First Year of Residential Section Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or such 12 month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers.

4. Default

In the event that a Purchaser fails to close title on the date set for closing or otherwise fails to perform any other obligation under his or her Agreement, and such default is not cured within 30 days after Sponsor gives written notice to such Purchaser of the default, Sponsor, at its option, (i) may cancel such Agreement and retain as liquidated damages the Deposit made by the Purchaser, together with all interest earned thereon; or (ii) bring an action against the Purchaser for specific performance, in which event the Purchaser could be compelled to complete the purchase of the Unit. In such case, all rights, obligations and liabilities of Sponsor and the Purchaser to each other shall cease and terminate and Purchaser shall have no further liability to Sponsor in respect of the Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The payment of the deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor. (See

"Deposits/Escrow" of this Section K of the Plan for further discussion regarding the Attorney General's dispute resolutions for deposits.)

Purchasers are advised that notwithstanding the foregoing, including, without limitation, Sponsor not having the right of specific performance, nothing herein shall be deemed to grant Purchaser any right of rescission and/or right to the return of all or any portion of a Deposit except as expressly set forth in the Plan. In the event Sponsor elects not to cancel the Agreement as a result of the failure of the Purchaser to close on the date specified by Sponsor, or if Sponsor approves a request from the Purchaser to adjourn the closing date, then Sponsor may require that: (a) the Purchaser pay Sponsor interest at a rate of 0.04% per day (or such lower daily rate which is the legal limit, if 0.04% per day exceeds the legal limit) on the total purchase price, computed from the original closing date until the transaction is actually closed; and (b) all apportionments between Sponsor and the Purchaser be made as of the original closing date.

Time is of the essence with respect to the Purchaser's obligation to close title on the date set for closing and to pay, perform or observe all of his or her other obligations under the Agreement, and to cure a default within 30 days after Sponsor gives notice to the Purchaser of such default. Therefore, a Purchaser who defaults under his or her Agreement and who does not cure such default within such 30-day period may not be permitted any additional time to cure such default.

As provided in the form of Agreement, which is set forth in Part II of the Plan as Exhibit 1, the following occurrences, without limitation of any other term or provision thereof or of the Plan, shall constitute an event of default under a Purchaser's Agreement: (a) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; (b) the appointment of a non-bankruptcy trustee or receiver over Purchaser or Purchaser's property, or the filing of an involuntary petition in bankruptcy against Purchaser; or (c) the filing of a judgment or tax lien against Purchaser which Purchaser does not pay or bond within 30 days after the filing thereof.

5. Risk of Loss

The risk of loss to any Purchaser's Unit by fire or other casualty until the closing of title to such Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of an Agreement, and Sponsor gives written notice to the Purchaser of Sponsor's election to repair or restore the Unit, then the Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights, if any, of the Condominium Board, the Residential Board and other Unit Owners, belong entirely to Sponsor.

However, if Sponsor notifies the Purchaser in writing that it does not elect to repair or restore the Unit, or if the Unit Owners entitled to make such determination do not resolve to make such repair or restoration pursuant to the Condominium By-Laws or the Residential By-

Laws (see the Section entitled "Rights and Obligations of the Unit Owners and the Boards" in Part I of the Plan), the Agreement shall be deemed terminated, Sponsor shall return to the Purchaser the entire Deposit, together with interest earned thereon, and the parties shall be released and discharged from all rights, obligations and liability under the Agreement and this Plan, except that if the Purchaser is then in default under the Agreement beyond any applicable grace period, Sponsor may retain such Purchaser's Deposit, together with interest earned thereon.

6. Financing

Although a Purchaser may obtain financing from any lending institution or any other source, the Purchaser's obligation pursuant to an Agreement to purchase a Residential Unit shall not be contingent on the Purchaser obtaining a commitment for financing or actually obtaining financing for such purchase. In other words, a Purchaser shall remain obligated under an Agreement to purchase his or her Unit whether or not he or she is able to obtain financing. Neither Sponsor nor Selling Agent makes any representations as to the terms or availability of any mortgage financing. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing an Agreement. However, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited, and it could expire before the closing date, and Sponsor shall have no liability as a result of any scheduling or adjournment of closing beyond the expiration of a loan commitment.

7. Transfer (and Mansion) Taxes

As described more fully in Section N below, Purchasers shall be responsible for the payment at closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax, notwithstanding that these taxes are by law principally the obligation of the seller. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the consideration subject to such tax. Purchasers shall also be obligated to pay the so-called "Mansion Tax," currently 1% of the consideration paid when the consideration is $1,000,000 or more, which tax by law is the primary obligation of the Purchaser.

8. Foreign Missions; Required Notification and Waiver of Diplomatic or Sovereign Immunity

Any Purchaser that is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4305, must notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor will not be bound under any Agreement with a foreign mission unless and until the earlier to occur of: (i) receipt of a notification of approval from the Department of State; or (ii) 60 days after receipt of such Purchaser's notice by the Department of State.

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) shall expressly and voluntarily waive such immunity and consent to any suit action or proceeding arising out of or relating to the Agreement being brought in any state or Federal court in the State of New York. Any such

purchaser shall designate C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, 13th Floor, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Agreement.

9. Notice of Effectiveness

After the Plan has been declared effective, Sponsor will from time to time fix dates for closing title to all Units for which Agreements have been executed by serving notice on each Purchaser stating the date of the First Residential Closing and setting such Purchaser's closing date. Such notice will be served in compliance with applicable law no less than thirty (30) days before the date set for the closing of the Units. Purchasers may agree to waive said thirty (30) day notice.

10. Residential Unit Power of Attorney

Each Purchaser must execute a Residential Power Of Attorney at or prior to closing in the form set forth as Exhibit 2 in Part II of the Plan.

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L. ASSIGNMENT OF AGREEMENTS

An Agreement may not be assigned by the Purchaser thereunder. If a Purchaser desires to assign its rights under an Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by, the Purchaser that differs from the name on the Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), the Purchaser will be required to deliver to Selling Agent or Sponsor's Counsel, four signed assignments of the Agreement (to be prepared by Sponsor's Counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (in its sole discretion), the assignments and Forms W-9 or Forms W-8BEN, as applicable, must be delivered to the Selling Agent or Sponsor's Counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $850 made payable to "Kramer Levin Naftalis & Frankel LLP" (for services rendered in connection with the assignment), not less than 20 days prior to the date scheduled for the Purchaser's closing. In no event will the Purchaser (or its assignee or any added or substituted party) have the right to adjourn or postpone the closing as a result of such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, if Sponsor refuses to consent, the Purchaser will not be excused from his or her obligations under the Agreement; and the prohibition against advertising or listing any Unit(s) for sale or resale with any broker or otherwise advertising, promoting or publicizing the availability of such Unit(s) for sale shall remain in effect.

In connection with the foregoing, if Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, a limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall be considered an assignment and shall be subject to the provisions, prohibitions and terms of the Plan concerning assignment, except that a sale of less than 50% of the stock, or in the case of a partnership, limited liability company or other entity, less than 50% of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of 51% or more of the interests in such entity or possession of the power to direct the management and policies of such entity and the distribution of its profits.

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M. EFFECTIVE DATE

The offering by Sponsor of the Residential Units under the Plan is contingent upon the Plan being declared effective and upon compliance with the relevant conditions and time periods set forth in the Plan.

The Plan may be declared effective, at Sponsor's option, when bona fide Agreements (including those executed by investors) have been executed and are in effect with respect to not less than 28 Residential Units, representing 15% of the Residential Units offered hereby. The Plan must, however, be declared effective when bona fide Agreements have been executed and are in effect with respect to at least 144 Residential Units representing 80% or more of such Units.

The Plan will not be declared effective based on an Agreement: (i) signed by a Purchaser who has been granted a right of rescission that has not yet expired or been waived; (ii) subject to the immediately preceding clause (i), signed by a Purchaser not afforded the three (3) business day period to review the Plan (prior to executing an Agreement) provided for in Part I, "Procedure to Purchase" hereof; or (iii) entered into with a Purchaser who is Sponsor, the Selling Agent or the Residential Managing Agent, or who is a principal of any of the foregoing or who is related to any of the foregoing or any principal thereof by blood, marriage or adoption or as a business associate, employee, shareholder or limited partner, except that such a Purchaser (other than Sponsor or a principal of Sponsor) may be included if Sponsor submits proof satisfactory to the Department of Law establishing that such Purchaser is bona fide. Except as otherwise limited by this Section of the Plan, all Residential Units shall be counted toward declaring the Plan effective.

The Plan will be declared effective either by: (i) an amendment to the Plan; or (ii) mailing or delivering personally to each Offeree a written notice to such effect, in which event Sponsor will submit an amendment to the Plan to the Department of Law confirming that the Plan was declared effective on a specified date within five days after such mailing or delivery. The First Residential Closing will not occur until the Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

The Plan may be withdrawn or abandoned by Sponsor, at its option, for any reason whatsoever at any time prior to its being declared effective. Once the Plan has been declared effective, it may not be abandoned or withdrawn, except that prior to the First Residential Closing, the Plan may be abandoned at the option of Sponsor in the event of: (i) the existence of one or more defects in title (including violations of record or work orders of an insurance carrier) affecting any one or more Units and/or the Common Elements which cannot be cured, removed or complied with except through litigation or the expenditure of more than one-half of one percent of the total initial offering amount; (ii) substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty which cannot be cured or repaired for an amount which is less than one half of one percent of the total initial offering amount; or (iii) a taking of all or a material portion of the Property by condemnation or eminent domain. In calculating the costs referred to in clauses (i) and (ii) above, any defects in title (including violations or work orders) that existed on the date the Units were initially offered for sale under

the Plan, and were either known to Sponsor or were a matter of public record, and attorneys' fees, shall be excluded.

In the event of a withdrawal or abandonment of the Plan, Sponsor will promptly submit an amendment to the Department of Law to such effect, together with such forms as may be required by law. Purchasers will be notified in writing of a withdrawal or abandonment of the Plan. All Deposits, together with any interest earned thereon, will be returned to Purchasers within 20 days following such withdrawal or abandonment, except that after the Plan has been declared effective, Sponsor may retain the Deposit, together with interest earned thereon, of any Purchaser who is then in default under his or her Agreement beyond the applicable grace period or whose Agreement has been cancelled due to such Purchaser's default, provided, however, that any requisite notice has been given to the Purchaser and any dispute with respect to the disposition of the Deposit has been determined in favor of Sponsor pursuant to the dispute resolution procedures provided by the regulations promulgated by the Department of Law. Upon the return or retention of the Deposit, together with interest earned thereon, the Agreement pursuant to which such Deposit was given will be null and void and Sponsor will have no further obligation or liability to the Purchaser under the Plan or such Agreement.

The loan documentation requires that Sponsor market the Residential Units for sale and have received executed Agreements for at least 25% of the square footage of the Residential Units in order to obtain a partial release of any Residential Unit from the lien of the applicable mortgage. Such square footage condition, however, will not result in a requirement that Sponsor have executed Agreements for more than the 15% (in number) of the Residential Units required to declare this Plan effective.

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N. TERMS OF SALE

1. Prerequisites to Closing of Title

The term "closing" or "closing of title" as used in this Plan refers to Sponsor's conveyance of title to a Residential Unit to a Purchaser by the delivery of a deed, upon payment by the Purchaser to Sponsor of the balance of the purchase price for such Unit. The closing of title to each Unit shall take place only after or concurrently with the satisfaction of the following prerequisites:

(a) the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing same has been accepted;

(b) a temporary or permanent certificate of occupancy for the Unit is in effect;

(c) the Declaration, Condominium By-Laws, Residential By-Laws, Floor Plans and such other documents as may be required by law have been filed or recorded, as the case may be, or have been submitted to Sponsor's title insurance company for filing or recording;

(d) at least 30 days' prior written notice of the initial time and place of the closing of title has been given to the Purchaser (unless a Purchaser chooses to waive such 30-day notice);

(e) the Purchaser or Purchaser's designee has been given an opportunity to examine the Unit within the week prior to the closing; and

(f) the Unit and its appurtenant interest in the Common Elements have been released from the lien of all mortgages encumbering the Property.

2. Closing of Title; Payment of Balance of Purchase Price

At the closing of title to each Unit, Sponsor shall execute and deliver to the Purchaser a bargain and sale deed with covenant against grantor's acts, substantially in the form of the Residential Unit Deed set forth as Exhibit 3 in Part II of the Plan, conveying title to the Unit and its appurtenant Common Interest, free and clear of all liens, encumbrances and other title exceptions other than the Permitted Encumbrances. The Purchaser shall also sign the Residential Unit Deed.

Simultaneously with the delivery of the Residential Unit Deed, the Purchaser shall pay the balance of the purchase price and the closing apportionments and costs described in "Unit Closing Costs and Adjustments" in Part I below. Payments shall be by official bank or cashier's check or unendorsed certified check drawn on or issued by a bank or trust company which is a member of the New York Clearing House Association, payable to the direct order of Sponsor or to such other party or parties as Sponsor notifies the Purchaser prior to the closing. Purchasers are advised that uncertified attorney escrow checks and other non-conforming checks may not be accepted by Sponsor. Any delay in closing occasioned by the presentation of such checks shall be deemed to have been caused by Purchaser and may, at the option of Sponsor, constitute a default under the Agreement and/or give rise to additional costs or expenses to be borne by Purchaser.

3. Tax Returns and Residential Unit Power of Attorney

Each Purchaser will also be required to execute and deliver at the closing: (i) a New York City Real Property Transfer Tax Return and New York State Real Estate Transfer Tax Return and Credit Line Mortgage Certificate, in the forms required to be filed by law; and (ii) a Residential Unit Power of Attorney substantially in the form set forth in Part II of the Plan as Exhibit 2 to: (a) the persons who shall from time to time constitute the Residential Board, designating the Residential Board as the Purchaser's attorney-in-fact, for the purpose of acquiring or leasing in the name of the Residential Board or its designee on behalf of all Residential Unit Owners any Residential Unit and to otherwise deal with the Residential Section and the Residential Limited Common Elements, all in accordance with the provisions of the Declaration, the Condominium By-Laws and the Residential By-Laws; and after any such acquisition or leasing of any Residential Unit, to manage, convey, sell, lease, sublease, mortgage or otherwise deal with any such Unit so acquired or leased, as the case may be, and (b) the persons who shall from time to time constitute the Condominium Board, designating such Board as the Purchaser's attorney in fact, for the purpose of acquiring or leasing in the name of the Condominium or its designee on behalf of all Unit Owners any Non-Residential Unit and to otherwise deal with the Common Elements all in accordance with the Declaration, the Condominium By-Laws and the Residential By-Laws; and after any such acquisition or leasing of any Non-Residential Unit, to manage, convey, sell, lease, sublease, mortgage, or otherwise deal with any such Non-Residential Unit so acquired or leased, as the case may be, all in accordance with the provisions of the Declaration, the Condominium By-Laws and the Residential By-Laws, as the case may be.

4. Tax-Deferred Exchanges

The form of Agreement (Exhibit 1 in Part II of the Plan) provides that in the event a Unit is being acquired by a Purchaser as part of a tax-deferred exchange under §1031 of the Internal Revenue Code, Sponsor shall reasonably assist and cooperate in such tax-deferred exchange, provided, however, that: (i) any action taken in connection with such tax-deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of the Purchaser (or any other party to such tax-deferred exchange) or cooperation on the part of Sponsor in connection with or related to the tax-deferred exchange will frustrate the purpose of the Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under the Agreement or increase any of Sponsor's obligations or duties under the Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of such tax-deferred exchange, to convey any property (other than the applicable Unit), acquire any property, or accept any form of payment in respect of any of the amounts due under the Agreement other than as set forth therein or in the Plan. Purchaser shall indemnify, defend and hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees and expenses) or liabilities incurred by Sponsor in connection with or resulting from the tax-deferred exchange, and such indemnity shall survive the closing of title to the Unit. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of any Unit.

5. Existing Mortgages and Construction Loans

Since the existing mortgages and construction loans covering the Property will not be satisfied at or prior to the First Residential Closing, at or prior to the First Residential Closing, each mortgagee will either: (i) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Residential Units; (ii) subordinate the lien of its mortgage to the Declaration; or (iii) release its lien on the Unit being conveyed and its interest in the Common Elements.

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O. UNIT CLOSING COSTS AND ADJUSTMENTS

As more particularly set forth in the Agreement, in addition to the Purchaser's own legal fees, the Purchaser will pay the following closing costs at the time of the closing of title of such Purchaser's Unit:

1. Title Insurance: If the Purchaser elects to obtain fee title insurance, the Purchaser will pay the premium therefor, which premium will vary depending upon the amount of insurance purchased. A reduced rate for fee and mortgagee title insurance may be available if the Purchaser obtains a mortgage loan, and fee and mortgagee title insurance are ordered simultaneously. A Purchaser may obtain title insurance from any title insurance company selected by Purchaser. Sponsor makes no representation or warranty regarding the terms of any such insurance.

2. Recording Charges: The fees charged by the City Register's Office for recording the Residential Unit Deed, Residential Unit Power of Attorney and mortgage (if any), in the amount of $32.00 for each document, plus $5.00 per page (including the cover page), shall be payable by Purchaser, plus the $75.00 filing fee for the RP-5217 form shall be payable by the Purchaser. In addition, a Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, which shall be payable by Purchaser.

3. Transfer Taxes and Mansion Tax: The New York City Real Property Transfer Tax ("RPT Tax"), which currently, for the purchase of a single Residential Unit, is 1% of the purchase price of a Unit if such purchase price is $500,000 or less and 1.425% of the purchase price if such purchase price is over $500,000; the New York State Real Estate Transfer Tax ("NYS Tax"), presently $2 for each $500 (or part thereof) of the purchase price of a Unit. For purposes of calculating the taxes payable, the amounts of such taxes which are the primary obligation of the seller but are paid by Purchaser will be included in the consideration subject to tax. Therefore, the steps to compute the taxes payable are:

(i) multiply the purchase price by the RPT Tax rate to compute the tentative RPT Tax;

(ii) multiply the purchase price by the NYS Tax rate to compute the tentative NYS Tax;

(iii) add the tentative RPT Tax and tentative NYS Tax to the purchase price;

(iv) multiply (iii) by the RPT Tax rate to determine the actual RPT Tax payable; and

(v) multiply (iii) by the NYS Tax rate to determine the actual NYS Tax payable.

As an example, in respect of a Residential Unit with a purchase price of $4,200,000 the transfer tax calculation is as follows: (i) $4,200,000 x 1.425% = $59,850; (ii) $4,200,000/$500 x $2 = $16,800; (iii) $4,200,000 + $76,650 = $4,276,650; (iv) $4,276,650 x 1.425% = $60,928; (v) $4,276,650/$500 x $2 = $17,108.

Under the current policies of the City of New York Department of Finance, where a purchaser purchases two or more Residential Units that have not been physically combined into a single residence before the transfer, the RPT Tax rate where the consideration is $500,000 or less will be 1.425%, and the tax rate where the consideration is in excess of $500,000 will be 2.625%; and this may be the case even if the Residential Units are transferred to the purchaser pursuant to separate sales contracts with separate closing dates. The City of New York Department of Finance has taken the position that the consideration for the transfer of a Unit under a deed is not aggregated with the consideration for the transfer of other Units under separate deeds for purposes of determining total consideration. There is no guarantee that the City of New York will not change its positions with respect to the foregoing.

Purchaser shall also pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," which is currently 1% of the purchase price (including such taxes as are deemed part of the consideration).

4. Mortgage Tax Credit. In order to reimburse Sponsor for the mortgage recording tax previously paid in connection with any existing mortgage(s), if the Purchaser: (a) obtains a mortgage loan, the Purchaser will pay to Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to Section 339-ee(2) of the New York State Condominium Act; or (b) assumes or consents to the continuation of a mortgage lien encumbering only such Purchaser's Unit and as a result is entitled to an exemption of all or a portion of the mortgage tax otherwise payable, the Purchaser will pay to Sponsor an amount equal to such exemption, but in no event will the amount payable by the Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser to the taxing authority if such mortgage tax credit or exemption had not been available to the Purchaser.

5. Mortgage and Related Costs: If the Purchaser obtains a mortgage loan, the Purchaser will be responsible for the payment of all mortgage recording taxes (taking into account however any payments made pursuant to subparagraph (4) above) and closing costs and expenses in connection therewith, in amounts determined by Purchaser's lender, which closing costs may include, but are not limited to, the fees of such lender's counsel, recording charges and mortgage title insurance. Currently, the mortgage recording tax in New York City applicable to individual residential condominium Units is 2.05% with respect to mortgages of less than $500,000 and 2.175% with respect to mortgages in the amount of $500,000 or more (less, in each case, a $30.00 credit). Mortgage lenders may require borrowers to pay the additional tax levied in the amount of 0.25% on all mortgages affecting residential condominium Units; and in addition, deposits for Common Charges, real estate taxes, fire and casualty insurance premiums, assessments and water charges and sewer rents may be required by the Purchaser's lender. No representation or warranty is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage financing from any sources. As previously stated in subparagraph 4 above, if a mortgage tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, such credit will inure solely to the benefit of Sponsor and such Purchaser will cooperate with Sponsor in obtaining such credit. Accordingly, at Closing, each Purchaser utilizing mortgage financing will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed and Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

6. Closing Fees: For each Unit, the sum of $1,350 payable to Sponsor's Counsel to reimburse Sponsor for a portion of its legal fees incurred in connection with the closing of title of the Purchaser's Unit. For each issuance of a Storage Bin License, the sum of $500 to reimburse Sponsor for a portion of its attorney processing fees in connection with the issuance of such Storage License. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's Counsel, or if the Purchaser otherwise requests the Closing to occur other than at the office of Sponsor's Counsel (or such other place as Sponsor may designate in its closing notice), the closing may be held elsewhere in New York City, provided that an additional travel fee is paid to Sponsor's Counsel equal to: (a) $500 if the closing is held elsewhere in Manhattan; and (b) $750 if the closing is held in a borough other than Manhattan. In addition: (i) if the closing is adjourned through no fault of Sponsor, the Purchaser will be required to pay to Sponsor's Counsel an additional fee of $600 for each adjournment to help defray the cost of preparing for and coordinating the new closing; (ii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, a fee of $850, payable in advance, for preparation of an assignment agreement; and (iii) if Purchaser obtains mortgage financing, then Purchaser shall pay Sponsor's Counsel an additional fee of $500 to defray the additional costs associated therewith. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser.

7. Working Capital: A contribution to the Working Capital Fund of the Residential Section in an amount equal to two months' Residential Common Charges then in effect for the Unit pursuant to the budget in accordance with Schedule A hereto, as the same may be amended from time to time.

8. Common Charges: In addition to the contribution to the Working Capital Fund as described in paragraph 7 above, Purchaser will pay to the Residential Board the Residential Common Charges for the Unit for the first full month following the month in which title closes. If Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), Purchaser shall pay to the Residential Board an amount equal to the Residential Common Charges for such Unit for a period of two years as security for the faithful observance by such Unit Owner of the terms, provisions and conditions of the Residential By-Laws. In the event that such Unit Owner defaults in respect of the terms, provisions and conditions of the Residential By-Laws, the Residential Board may use, apply, or retain the whole or any part of the security so paid in advance to the extent required for the payment of any Common Charges or any other sum as to which such Unit Owner is in default; and such Unit Owner shall, within 30 days after notice from the Residential Board, deposit with the Residential Board the amount so applied or retained so that at the option of the Residential Board, the Residential Board shall have the full amount of said security on hand at all times.

The following table illustrates the projected closing costs (based on current rates) for a typical Residential Unit purchased by a Purchaser at a purchase price of $4,200,000.00, assuming such Purchaser finances 80% (i.e., $3,360,000.00) of the purchase price:

Fee Title Insurance (if purchased simultaneously with mortgage title insurance)	$11,354.00
Fee for recording Residential Unit Deed (7 pages) and Residential Unit Power of Attorney (5 pages)	$209.00
Mortgage Loan Closing Costs	
- recording mortgage (assuming 20 pages)	$137.00
- Purchaser's mortgage recording tax (at 2.175% of $3,360,000, less $30.00 credit and 0.25% to be paid by lending institution) (Purchaser may be required to pay a portion of such tax) directly to Sponsor)	$64,650.00
- mortgage title insurance (if purchased simultaneously with fee insurance)	$2,302.00
- other bank charges ("assuming points" of 1% of mortgage amount, an appraisal fee of $400 and legal fees of $800 and assuming further that the lender does not require Purchaser to deposit funds to establish a real estate tax escrow)	$34,800.00
New York City Real Property Transfer Tax and New York State Deed Stamps	$78,036.00
New York State Mansion Tax	$42,776.50
Working Capital Payment	$3,000.00
Closing Fee (assuming the closing occurs at the offices of Sponsor's Counsel) and, other than in respect of a mortgage, Purchaser has not incurred any additional fees as set forth above)	$1,850.00
Total	$239,104.50

The projected closing costs referred to above are approximate and are not guaranteed. The mortgage loan closing costs vary widely among different lenders and also will vary depending on the loan program chosen.

At the closing, adjustments will be made between Sponsor and the Purchaser with respect to: (a) real estate taxes and assessments, if any (including water charges and sewer rents if separately assessed) on the basis of the period for which assessed; (b) Residential Common

Charges for the month in which title closes; and (c) accrued rent and any other charges pursuant to any interim lease or occupancy or other rental agreement affecting the Unit, if the Purchaser had been allowed to lease, occupy or rent such Unit prior to the closing. Real estate taxes will be adjusted at closing between Sponsor and each Purchaser based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the Residential Common Charges to the Residential Board. If real estate taxes have been separately assessed to each Unit as of the closing, then the adjustment shall be based on the Unit's actual taxes for such period. If the real estate taxes have not been separately assessed against each Unit as of the closing, then the adjustment shall be determined by allocating to the Unit a prorated portion of the actual taxes for the entire Property for such period determined as provided in the Condominium By-Laws and the Residential By-Laws.

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P. RIGHTS AND OBLIGATIONS OF SPONSOR

1. Sponsor's Obligations

a. Construction

Sponsor will perform such work and supply such materials, or will cause the same to be performed and supplied, as is necessary in order to complete the renovation of the Residential Section with a quality of construction comparable to the currently prevailing local standards and substantially in accordance with the Plans and Specifications for the work filed with the Department of Buildings of The City of New York and other appropriate governmental authorities.

Based upon the current schedule, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, acts of god or other events beyond its reasonable control, renovation of the Residential Section will be sufficiently completed to permit closings of title to the Residential Units to begin in or about October 2006. Prospective Purchasers should note, however, that the Residential Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Residential Closing occurs earlier or later than the targeted date or the time to complete or to close title to such Purchaser's Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Residential Section Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised Residential Section budget with current projections and if: (i) such amended budget exceeds the projected Residential Section budget set forth herein by 25% or more; or (ii) the First Residential Closing does not occur within 12 months after October 2006, the date set forth in Schedule B-1 as the commencement date for the projected First Year of Residential Section Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Residential Unit will take place prior to the Plan being declared effective.

Sponsor reserves the right, without prior notice to Purchasers or amendment of this Plan (but subject to obtaining any required approval(s) of any governmental authorities having jurisdiction), to: (a) amend from time to time any of the Plans and Specifications (including changes in layouts and designs, changes in the size or number of Units and/or their respective

percentages of Common Interest, changes in the size or quality of the Common Elements and changes affecting the materials, appliances, equipment, fixtures and other construction details); and/or (b) substitute materials, appliances, equipment and fixtures that are of equivalent or better quality and design in place of those described in the Plans and Specifications. Any such changes, if material (for example, variations in square footage in excess of 5%), shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. No such change will be made if the same would materially adversely affect any Purchaser under an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless (i) the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such material adverse change, offer the affected Purchaser(s) the right, for at least 15 days, to rescind their Agreement(s) and receive a refund of their Deposit(s), together with all interest earned thereon, (ii) the affected Purchaser consents and (iii) the Purchaser is in default. No material change will be made in the size or location of any Residential Units' other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Residential Unit to which title has closed or for which an Agreement has been executed and is in effect unless all affected Residential Unit Owners and contract vendees consent in writing to such change. However, as long as the layout and dimensions of a Residential Unit conform substantially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Residential Unit by reason of a minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

The issuance of a temporary or new permanent Certificate of Occupancy for all or any portion of the Building shall be deemed presumptive evidence that the renovation of the Building or of such portion of the Building and its appurtenances and the Residential Units therein has been substantially completed in accordance with this Plan and the Plans and Specifications. However, notwithstanding the foregoing, Sponsor or its representatives will correct, repair or replace all defects in the renovation of the Residential Section of the Building and its appurtenances and the Residential Units offered hereby, or in the installation or operation of any appliances, fixtures or equipment in the same, or will cause the same to be corrected, repaired or replaced, but only if such defects are due to improper workmanship or material substantially at variance with the Plans and Specifications, and Sponsor is notified by the Residential Board or the affected Residential Unit Owner in writing of such defect: (i) as to the Common Elements, within one year from the date of substantial completion of the portion(s) of the Common Elements which is claimed to be defective with respect to patent defects and within six months from the time of discovery with respect to latent defects; or (ii) as to any Residential Unit, six months after the date of closing for such Unit with respect to patent defects and six months from the date of discovery with respect to latent defects.

Sponsor will correct such defect if notified in writing by the Unit Owner within one year from the earlier of the closing of title to such Unit or the commencement date of an interim lease for such Unit. Notwithstanding the foregoing, Sponsor will not be responsible for correcting any defects in construction or installation or operation of any appliances, equipment or fixtures with

respect to which assignable warranties or other undertakings (however denoted) from contractors, materialmen or others are assigned to the Residential Board, the Condominium Board or Unit Owners; or for any condition resulting from normal wear and tear or natural deterioration or from normal settling or shifting of the Building, or for defects of an insubstantial nature, such as, without limitation, partial or total demise of any landscape improvements, nail pops, ridging on gypsum board or sheet rock walls, lumber shrinkage, doors or windows sticking due to weather, door warpage, imperfections of coloring, grouting cracks, scratches in formica or porcelain surfaces, bath and kitchen tile grouting cracks, adjustment of any bi-fold doors, walls not square, electrical plates not straight, discolorations or shrinkages, normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the structural soundness of the Building, ceiling imperfections, slight separation in joints of kitchen tile or wood flooring, warping, cupping or creaking of wood flooring or any nicks, scratches, gouges, imperfections or discolorations thereof, floors out of level, variations in width, length or tone of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, ceiling imperfections, painting defects, alignment of bathroom finishes, air infiltration from windows, any consequential damage resulting from settling (including, without limitation, concrete or drywall cracks which do not impair the structural soundness of the Building), normal plumbing, heating and air conditioning noises, or carpet discoloring and stretching; or for paint touch-ups or for repair of chips, mars, breaks or other defects in windows, and window sashes, sliding glass doors, lighting fixtures and globes, interior painted surfaces, sinks, tubs, bowls, shower doors, kitchen cabinets, counter tops, vanity tops and bases, medicine cabinets, doors, mirrors, saddles, appliances, woodwork, doors, hardware, flooring and appliance cabinets, salting, or color variation in exterior colored mortar and deep colored brick, ponding and/or controlled drainage on the roof surface, or cracks in any pressure treated wood or redwood used or intended for use outside the Building. Sponsor shall be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair shall be made by filling the stone or formica or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, formica or porcelain surfaces. Except as expressly set forth herein, Sponsor has no obligation to make any repairs of any kind. In no event shall Sponsor be liable for special or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that, notwithstanding anything to the contrary set forth herein, the sole and exclusive remedy of a Unit Owner for a defect in construction is to compel Sponsor to repair or, at Sponsor's option, replace (or cause to be repaired or replaced) any defective item of construction (whether arising as a result of defects in material or improper workmanship or material substantially at variance with the Plans and Specifications), subject to the terms and conditions set forth in this paragraph, provided, however, that in no event will Sponsor be liable for any losses or damages (whether actual, consequential, incidental, special, indirect or otherwise) based on negligence, breach of contract or implied warranty or otherwise resulting therefrom. Sponsor's obligation to correct, repair or replace any defect is subject to the notice requirements and other conditions set forth herein.

Sponsor shall not be obligated to correct and will 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 the Plan; or (ii) variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority having

jurisdiction, provided such variations are of substantially similar or better quality than as set forth in the Plans and Specifications or description in this Plan. Any such variation which is material will be disclosed in a duly filed amendment to the Plan.

Each Unit offered hereby and the fixtures and personal property contained therein, are being sold and delivered "AS IS," as described in the Plan at the time of transfer of title to such Residential Unit, unless Sponsor and the Purchaser of such Unit otherwise agree in writing. The Purchaser of a Unit shall inspect such Unit prior to the closing date and shall execute at such time an inspection statement acknowledging the Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if a Purchaser finds that Sponsor's improvements as described in the Plan or in the Agreement for such Unit or other writing duly executed and delivered by Sponsor, have not been fully completed, although such improvements have been substantially completed, then Sponsor or its designated representative and the Purchaser will at the time of such execution agree upon and set forth in the inspection statement a list of the incomplete work to be completed in the Unit by Sponsor following the closing for such Unit.

Regardless of any previous statements, Sponsor is obligated to complete its renovations and construction in accordance with all applicable codes and filed building plans and specifications and the loan documents evidencing the construction financing by the Construction Lender (it being understood that upon the conveyance of a Unit to a Purchaser, the Construction Lender will either: (i) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Residential Units; (ii) subordinate the lien of its mortgage to the Declaration; or (iii) release its lien on the Unit being conveyed and its interest in the Common Elements).

The Housing Merchant Implied Warranty Law (New York State General Business Law Article 36-B) does not apply to this offering.

b. Real Property Law §339-kk

Section 339-kk of the Real Property Law ("RPL"), a copy of which is set forth in Part II of the Plan, applies to all condominiums in the State of New York, and provides additional financial protection for a condominium association if the sponsor or other non-occupant Unit Owner of a Unit fails to make monthly payments for common charges, assessments and late fees due in connection with such owner's Units.

With respect to Unsold Residential Units of a condominium owned by a sponsor or by any other non-occupant Unit owner and occupied by a tenant, RPL §339-kk provides as follows:

(a) If payment of common charges, assessments or late fees by any non-occupant Unit owner is more than 60 days late after the expiration of any grace period within which they are due, payments from a tenant of such Unit may become directly payable to the condominium upon written notice by the condominium to the tenant and the non-occupant Unit owner. Where a majority of the condominium board has been elected by Unit owners who are in occupancy of their respective Units, the condominium board may elect not to require that the rental payments be paid to the condominium. Once the common charges, assessments and late

fees of the non-occupant Unit owner have been brought current, the condominium board must notify the non-occupant Unit owners and tenant within three business days and thereafter the rental payments will be payable to the non-occupant Unit owner or a designated agent.

(b) Payment by a tenant of rent or the amount required pursuant to the tenant's lease or statutory tenancy to the condominium pursuant to the RPL §339-kk, relieves the tenant from the obligation to pay rent to the non-occupying Residential Unit owner.

(c) Any rights existing under any other laws are not limited by RPL §339-kk.

(d) A non-occupant Unit owner who disputes a condominium's claim to rental payments is entitled to present facts supporting such owner's position at the next scheduled meeting of the condominium board, which must be held within 30 days after receipt of notice that the Unit owner seeks to dispute the condominium's claim.

Sponsor makes no representation or guarantee that any Unit Owner (other than Sponsor), any tenant, or the Condominium, will in fact comply with RPL §339-kk, and Sponsor shall have no liability for their failure to do so.

In addition, Sponsor makes no representation as to (i) RPL §339-kk's effect on the lien priority of a loan heretofore or hereafter made to a non-occupant Owner and secured by a Unit, or whether RPL §339-kk's enactment or compliance therewith by a tenant constitutes a default by the Unit Owner under said loan, (ii) RPL 339-kk's effect on assignments of leases and rents given by a non-occupant Owner to mortgagee in connection with purchase-money financing or otherwise, (iii) the Condominium's remedies if a tenant fails or refuses to make rental payments to the Residential Board after notice from the Residential Board (in accordance with RPL §339-kk) to do so, (iv) the consequence of the Residential Board's failure to give notice to a tenant, or (v) who is responsible for designating an agent to whom rental payments are to be made after the non-occupant Residential Unit Owner is brought current in payment of Common Charges, assessments and late fees.

No representation is made about the tax effects of RPL §339-kk.

Prospective Purchasers should review RPL §339-kk to determine its effect on their own situation.

c. Payment of Expenses

All costs and expenses in connection with the renovation of the Residential Section and its appurtenances (including all sums properly due to contractors, subcontractors, suppliers and all others involved in such renovation for work performed and fixtures, material and equipment supplied or installed) will be paid by Sponsor. Sponsor will cause all mechanic's liens arising out of the renovation of the Residential Section to be bonded or discharged promptly after Sponsor receives notice of the filing of the same. Alternatively, Sponsor will cause Fidelity Title Insurance Company, Royal Abstract, First American Title Insurance Company or such other or additional company/ies designated by Sponsor in an amendment to this Plan (collectively, the "Title Company") or the title insurance company insuring a Purchaser's title to a Unit to affirmatively insure against collection of such liens out of, or enforcement of the same against,

such Unit by posting a bond or bonds or escrowing a sum of money. However, if a Purchaser's title insurance company refuses to grant such affirmative insurance and the Title Company would have been willing to grant the same at its regular rates without additional premium, neither such lack of affirmative insurance nor the existence of the liens in question will constitute a valid objection to title.

As of the filing of this Plan, Sponsor has a firmly committed construction loan Column Financial, Inc. (on it own behalf and on behalf of other lenders participating from time to time) in the amount of $182,000,000, advances under which are subject to Sponsor complying with certain standard covenants and conditions for loans of this type. In addition, the loan documentation requires that Sponsor market the Residential Units for sale and have received executed Agreements for at least 25% of the square footage of the Residential Units in order to obtain a partial release of any Residential Unit from the lien of the applicable mortgage. Such square footage condition, however, will not result in a requirement that Sponsor have executed Agreements for more than the 15% (in number) of the Residential Units required to declare this Plan effective. Additionally, Sponsor must make a minimum payment to Construction Lender in connection with the sale of each Unit in order for Construction Lender to release its lien from the Unit being sold.

Since the existing mortgages and construction loans covering the Property will not be satisfied at or prior to the First Residential Closing, at or prior to the First Residential Closing, each mortgagee will either: (i) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Residential Units; (ii) subordinate the lien of its mortgage to the Declaration; or (iii) release its lien on the Unit being conveyed and its interest in the Common Elements.

Sponsor will bear all costs and expenses incurred by it in connection with the creation of the Condominium and the preparation of the Plan and all selling expenses and compensation payable to sales or other personnel of Sponsor.

d. Assignment of Warranties

Upon the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Residential Board, on behalf of all Residential Unit Owners, the right to proceed under any assignable warranties and other undertakings received by Sponsor from its contractors, suppliers or others in connection with the renovation and equipping of the Residential Section of the Building, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in any Residential Unit shall be assigned to the Purchaser of such Unit on the date of closing of title thereto. Certain warranties with respect to the Building will be held by the Condominium Board on behalf of all Unit Owners and/or by the Non-Residential Unit Owners as to whose Units such warranties pertain.

e. Certificate of Occupancy

If, as of the First Residential Closing, only a temporary Certificate of Occupancy has been issued for the Building, Sponsor will use all reasonable diligence to cause the New York City Department of Buildings to continuously renew the temporary Certificate of Occupancy

until a new permanent Certificate of Occupancy for the Building has been issued. Sponsor will, at its sole expense, do and perform, or cause to be done and performed, all such work (subject to events and circumstances beyond Sponsor's reasonable control, e.g., casualty, strikes, governmental restrictions, acts of god, etc.), and will supply, or cause to be supplied, all such materials, and will submit or cause to be submitted all such documentation, and shall pay all applicable fees required by the New York City Department of Buildings that shall be necessary in order to cause the temporary Certificate of Occupancy to be continuously renewed until a new permanent Certificate of Occupancy for the Building has been issued. Prospective Purchasers are advised that a permanent Certificate of Occupancy is required for permanent use of the Building, and that a temporary Certificate of Occupancy may be renewed only for a total of two years from the first date of issuance.

In the event that a new permanent Certificate of Occupancy has not been issued for the Building as of the First Residential Closing, Sponsor will place in escrow with Sponsor's Counsel, an unconditional irrevocable letter of credit issued by an institutional lender, a surety bond from an institutional lender or recognized bonding company acceptable to the Department of Law, or cash, in each case in an amount equal to the cost of the work remaining to be done by Sponsor in respect of the Residential Section in order to obtain a permanent Certificate of Occupancy for the Building, as certified by a registered architect, certified engineer or construction manager selected by Sponsor. If Sponsor has placed cash in escrow, such funds will be held by Sponsor's Counsel in escrow in a separate bank account. All interest and income on such escrowed funds will be paid to Sponsor, as and when earned and collected. The escrow funds will be released to Sponsor from time to time, as the work progresses, upon delivery to Sponsor's Counsel of a certificate issued by Sponsor's registered architect, certified engineer or construction manager stating that the remaining amount is sufficient to complete the balance of the work remaining to be done by Sponsor in order to obtain such permanent Certificate of Occupancy. Sponsor's Counsel will rely entirely upon such certificate in releasing such funds and will not make any independent inquiry or evaluation. Any remaining balance of the escrow funds will be released to Sponsor upon the issuance of a permanent Certificate of Occupancy for the Building. If Sponsor has deposited a letter of credit or surety bond, it will be subject to periodic reduction in amount upon the same terms as described above for the reduction and release of a cash deposit.

Following the issuance of a new permanent Certificate of Occupancy for the Building, Sponsor will deliver to the Condominium Board and the Residential Board a complete set of architectural drawings and a complete set of mechanical, electrical, plumbing and sprinkler "as-built" drawings for the Building.

f. Architect's Inspection and Certification

In accordance with Section 339-p of the New York Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Floor Plans are an accurate copy of portions of the plans of the Building as filed with appropriate governmental authorities. In addition, such architect or professional engineer shall make periodic inspections at various stages of renovation to determine that the Building is constructed in accordance with such plans. The inspection reports shall be available at Sponsor's Office and

the Department of Law for examination by the Condominium Board and the Residential Board for a period of six years from the date of the Plan.

g. Payment of Common Charges and Real Estate Taxes

Sponsor will pay all Residential Common Charges, real estate taxes and special assessments attributable to the Unsold Residential Units in accordance with the provisions of the Condominium By-Laws and the Residential By-Laws. Sponsor expects to have the financial resources to meet the aforesaid obligations with respect to Unsold Residential Units and fund same from income from projected sales, the rental or leasing of Unsold Residential Units and Sponsor's other financial resources. No bond or other security has been posted by Sponsor to secure its obligation to pay Residential Common Charges, special assessments or real estate taxes with respect to Unsold Residential Units.

h. Insurance

Sponsor will initially cause the Condominium Board and/or the Residential Board to procure, to take effect on or before the date of the First Residential Closing, the insurance relating to the Condominium and the Residential Section, as applicable, which is required to be maintained in accordance with the provisions of the Condominium By-Laws and/or the Residential By-Laws (see "Rights and Obligations of the Unit Owners and the Boards" in Part I), the cost of which insurance has been reflected in the projected budget(s) set forth in Part I, Section E, as applicable. Such required coverage(s) may be satisfied by any so-called builder's risk policy obtained in connection with the renovation of the Building, provided the limits and terms of coverage set forth in such budget(s) are provided under such policy/ies. To the extent any such policy/ies obtained and paid for by Sponsor shall satisfy the insurance requirements of the Condominium Board or Residential Board in respect of any period following the First Residential Closing, the Condominium Board or Residential Board, as applicable, shall reimburse Sponsor for its prorated share of the cost of such coverage.

i. Right of Access

Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan, performing certain alterations and repairs in or about the Unsold Residential Units and exercising its other rights or performing its other obligations under the Plan. Sponsor will repair any damage caused as a result of such access and will use reasonable efforts to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes.

j. Dissolution

In the event of the dissolution or liquidation of Sponsor, or the transfer of ten (10) or more Residential Units or twenty percent (20%) or more of the total number of Residential Units in the Condominium, whichever is less, to a single Purchaser, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Residential Units under the Plan and applicable Legal Requirements (including, without limitation, Sponsor's representation that it will endeavor in

good faith to sell the Units offered hereunder but subject to the reservation of the unconditional right to rent or lease, rather than sell, such Units).

k. General

Sponsor's representations, warranties and covenants under this Section of the Plan will survive the delivery of the deeds to the respective Residential Units only for the time periods set forth in this Section P.1.a above. The obligations of Sponsor to pay Residential Common Charges and to perform its other duties as a Residential Unit Owner with respect to any Unsold Residential Units will survive for as long as Sponsor owns the same.

Sponsor agrees to indemnify the Residential Board and the Residential Unit Owners against, hold them harmless from and defend on their behalf any suits, proceedings, or claims arising out of any default by Sponsor in performing its obligations under this Plan or any breach of any representation expressly made by Sponsor in this Plan and resulting: (a) as to any Residential Unit, from any occurrence taking place prior to the closing of title to such Residential Unit; or (b) as to the Residential Limited Common Elements, from any occurrence arising out of Sponsor's acts or omissions. However, Sponsor will not be liable for, or obligated to defend, any suits, proceedings or claims arising out of any occurrence taking place from and after the respective dates set forth above, except those arising out of any negligence or violation of Article 23A of the New York State General Business Law by Sponsor or as explicitly stated in this Plan.

The obligations of Sponsor hereunder shall be enforceable by the Residential Board on behalf of all Residential Unit Owners. Obligations of Sponsor shall be enforceable by individual Unit Owners if either: (i) the Residential Board fails to take reasonable action to enforce such obligations within 90 days following the giving of notice of such claim by any Residential Unit Owner to the Residential Board; or (ii) the applicable statute of limitations with respect to any claim by a Residential Unit Owner which would otherwise be enforceable by the Residential Board will expire during the aforesaid 90-day period.

Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. Sponsor's ability to perform its obligations under the Plan will depend on its financial condition from time to time. No warranty is made that Sponsor will be financially able to perform all or any of such obligations.

l. Use of Unsold Residential Units

Sponsor and its designee reserve the right to use or occupy or to rent, hire or lease any Unsold Residential Unit to any Purchaser or non-purchasers at any time, both before and after the First Residential Closing (provided that a permanent or temporary Certificate of Occupancy covering each such Unsold Residential Unit has been obtained). Sponsor will endeavor in good faith to sell, but nevertheless, reserves the unconditional right, to rent or lease such Unsold Residential Unit to Purchasers and others. As a result, Purchaser may be acquiring a Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies and rights of occupancy. Moreover, once an Agreement is signed for a Residential

Unit, and for so long as such Agreement is in effect, such Residential Unit may be leased only to the Purchaser listed on the Agreement.

Sponsor and its designee reserve the right, without prior notice or amendment to the Plan, to use Unsold Residential Units on any floor of the Building as sales offices and model units, or for any lawful use, subject in each case, however, to the provisions of the Declaration, the Condominium By-Laws and Article 6 of the Residential By-Laws. Notwithstanding the foregoing or anything contained herein, in the Declaration, Condominium By-Laws, Residential By-Laws, General Rules and Regulations or the Residential Rules and Regulations to the contrary, Sponsor or its designee may, without the permission of the Condominium Board or the Residential Board use or grant permission for the use of any Unsold Residential Unit for any purpose, including, but not limited to, the use of any Unsold Residential 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 as to any such use.

m. Alterations of Unsold Residential Units

Sponsor shall have the right, pursuant (and subject) to the terms of the Declaration, the Condominium By-Laws and the Residential By-Laws, as the same may be amended from time to time, without the approval of the Condominium Board, Residential Board or any other Unit Owner or any mortgagee, to make any alterations, additions, improvements or repairs in or to any Unsold Residential Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary (including, without limitation, the right to combine two or more Unsold Residential Units, or to add more Units by subdividing Unsold Residential Units or to change the number of rooms in, as well as the size, layout and square foot area of any Unsold Residential Unit).

Sponsor reserves the right, without prior notice to Purchasers or amendment of this Plan (but subject to obtaining any required approval(s) of any governmental authorities having jurisdiction), to: (i) amend from time to time any of the Plans and Specifications (including changes in layouts and designs, changes in the size or number of Units and/or their respective percentages of Common Interest, changes in the size or quality of the Common Elements and changes affecting the materials, appliances, equipment, fixtures and other construction details); and/or (ii) substitute materials, appliances, equipment and fixtures that are of equivalent or better quality and design in place of those described in the Plans and Specifications. Any such changes, if material (for example, variations in square footage in excess of 5%), shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. No such change will be made if the same would materially adversely affect any Purchaser under an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless (i) the affected Purchaser consents; (ii) the Purchaser is in default or (iii) the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such material adverse change, offer the affected Purchaser(s) the right, for

at least 15 days, to rescind their Agreement(s) and receive a refund of their Deposit(s), together with all interest earned thereon. No material change will be made in the size or location of any of the Residential Units' other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Residential Unit to which title has closed or for which an Agreement has been executed and is in effect unless all affected Residential Unit Owners and contract vendees consent in writing to such change. However, as long as the layout and dimensions of a Residential Unit conform substantially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Residential Unit by reason of a minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

An initial purchaser of an Unsold Residential Unit shall have the right, without the approval of the Condominium Board or the Residential Board, but subject to the provisions of the Condominium By-Laws and the Residential By-Laws regarding the same, to make any alterations, additions, improvements or repairs in or to such Unit, provided that such purchaser obtains all necessary approvals required by law and that Sponsor has consented to the same in writing at or prior to the closing of title to such Unit, which consent Sponsor may withhold or condition in its sole and absolute discretion. Absent Sponsor's consent thereto, Purchasers shall have rights in respect of alterations as are set forth in Article 8 of the Condominium By-Laws and Article 6 of the Residential By-Laws and described generally in the Section of the Plan entitled "Rights and Obligations of Residential Unit Owners and the Residential Board" below.

n. Historic Preservation Easements and Rehabilitation Credits

Sponsor has reserved for itself and/or its designee the exclusive right to apply for and/or grant with respect to the facade of the Property (which is otherwise a General Common Element) a historic preservation easement or similar right. The granting of such an easement would have the effect of limiting or restricting the ability of the Condominium Board to change the outward appearance of the Building. As further described in the Condominium By-Laws, the Condominium Board and/or the Residential Board shall cooperate with Sponsor in granting any such easement. Sponsor is making no representation or warranty as to whether it will grant any such easement or right, or as to any tax or other benefits that might accrue to any Unit Owner, the Condominium or the Residential Section as a result of any such grant.

Sponsor has also reserved for itself and/or its designee the exclusive right to claim any rehabilitation tax credit available to it as a result of "qualified rehabilitation expenditures" incurred by it in connection with the rehabilitation of the Building. To the extent Sponsor claims a tax credit with respect thereto, no qualified rehabilitation expenditures may be treated as incurred by the Purchaser of a Unit. Sponsor is making no representation or warranty as to whether any Unit Owner will be entitled to claim or receive the benefit of any rehabilitation tax credit with respect to any qualified rehabilitation expenditures incurred by Sponsor but with respect to which Sponsor does not claim any rehabilitation tax credit. Prospective Purchasers should note that Kramer Levin Naftalis & Frankel LLP has not opined whether any Purchaser will be eligible to claim or receive the benefit of the rehabilitation tax credit.

o. Miscellaneous

The Transient Hotel Unit Owner and/or its designee (and its respective successors and assigns) shall have an easement to erect, use, lease, license, maintain, repair, replace and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on the roof of the Building (which is otherwise a Common Element). None of the Residential Unit Owners, the Condominium Board, the Hotel Board or the Residential Board, or any other Non-Residential Unit Owner will have any interest in the rents, profits or revenues from the rental, use or sale of any such space pursuant to the aforementioned easements and rights. The Transient Hotel Unit Owner (and/or such designee) shall have the right to create additional hotel units consisting of portions of its Unit, each of which shall have as an appurtenant easement to use a portion of its Unit platform and other facilities on the roof of the Building, upon which such additional hotel unit owners (or its tenant or licensee) may erect, use, lease, license, maintain, repair, replace and operate antennae, satellite dishes and other telecommunications equipment. If such additional Units are created, the percentage interest in the Common Elements allocated to such hotel units and the percentage interests of all other Units will remain unchanged.

Sponsor and its designees shall have the right, until the tenth anniversary of the First Residential Closing, to use portions of the Building, without charge, for exhibitions or for other promotional functions with respect to Sponsor's sales program or otherwise.

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Q. CONTROL BY SPONSOR

Until the first annual meeting of the Residential Unit Owners (the "First Annual Residential Meeting"), the Residential Board shall consist of three persons designated by Sponsor, all three of which shall also serve as the Residential Section's three designees to the seven-member Condominium Board (described in the Section of Part I of the Plan below entitled "The Condominium Board"). Sponsor anticipates designating the following persons as the initial Residential Board members (all of whom are experienced in real estate matters and familiar with the Property): Miki Naftali (a principal of El-Ad Properties NY LLC); Orly Hackmon (a principal of Sponsor); and Jay Jameson (an officer of Sponsor). Sponsor will amend the Plan prior to the First Residential Closing in the event such three persons shall not constitute the initial Residential Board members. The First Annual Residential Meeting shall be held not later than 30 days after the later to occur of: (i) the second anniversary of the First Residential Closing; or (ii) the closing of title by Sponsor to Residential Units representing at least 50%, both in number and in aggregate Common Interests, of all Residential Units to Purchasers (see the Section of Part I of the Plan below entitled "The Residential Board" for further discussion); and at such meeting a new Residential Board consisting of five members shall be elected and/or designated by the Residential Unit Owners and Sponsor and the incumbent Residential Board shall resign.

The Residential By-Laws do not include a provision that after the expiration of the Initial Residential Control Period a majority of the Residential Board must be Residential Unit Owner-occupants or members of a Residential Unit Owner-occupant's household who are unrelated to Sponsor and its principals. Residential Unit Owner-occupants and non-resident Residential Unit Owners, including Sponsor, may have inherent conflicts on how the Residential Section should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

In addition, because Sponsor reserves the unconditional right to rent or lease the Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare this Plan effective and Residential Unit Owner-occupants may never gain effective control and management of the Residential Section. Sponsor must receive consent from Construction Lender to rent, rather than sell the Residential Units." (See Special Risks Section 5).

At meetings of the Residential Unit Owners, Sponsor will have the right to vote all of the Common Interests appurtenant to the Residential Units owned by Sponsor as it sees fit. In addition, at elections of members to the Residential Board held at and after the First Annual Residential Meeting but before the expiration of the Initial Residential Control Period, Sponsor and/or its designee shall have the right to designate three of the five members of the Residential Board, who may be persons related to and/or affiliated with Sponsor, such designee or other Unsold Residential Unit Owners; and Sponsor, such designee and all other Residential Unit Owners shall have the right to elect the remaining two members of the Residential Board who shall not be related to or affiliated with Sponsor, such designee or other Unsold Residential Unit Owners. At elections of members to the Residential Board held after the expiration of the Initial Residential Control Period but while Sponsor and/or its designee still owns at least one Residential Unit, Sponsor and/or its designee shall have the right to designate one of the five

members of the Residential Board, who may be a person related to and/or affiliated with Sponsor, such designee or other Unsold Residential Unit Owners; and Sponsor, such designee and all other Residential Unit Owners shall have the right to elect the remaining four members of the Residential Board who shall not be related to or affiliated with Sponsor, such designee or other Unsold Residential Unit Owners. Accordingly, from and after the expiration of the Initial Residential Control Period, at least four of the five members of the Residential Board shall not be designated by or related to or affiliated with Sponsor, its designee or other Unsold Residential Unit Owners; and subject to the foregoing shall be elected by all Residential Unit Owners (including Sponsor, its designee or other Unsold Residential Unit Owner). There is no restriction on the right of the Unsold Residential Unit Owners (including Sponsor) to vote for members of the Residential Board who are not related to or affiliated with Sponsor, its designee or other Unsold Residential Unit Owners. However, after the expiration of the Initial Residential Control Period, neither the Sponsor nor its designee will designate a majority of members to the Residential Board at the annual meeting of Residential Unit Owners.

Three of the five members of the Residential Board shall also serve as the Residential Board's representatives on the Condominium Board. Until the First Annual Residential Meeting, such three members shall be the three Residential Board members designated by Sponsor. From and after the First Annual Residential Meeting, until such time as none of Sponsor, its designee or any other Unsold Residential Unit Owner no longer owns any Residential Units, of the three Residential Board members also serving as the Residential Section's representatives to the Condominium Board, one of such members shall at all times be a Residential Board member designated by Sponsor, its designee or any Unsold Residential Unit Owner and the other two such members shall be Residential Board members elected by the Residential Unit Owners who are not related to or affiliated with Sponsor, its designee or other Unsold Residential Unit Owner(s).

The "Initial Residential Control Period" means the period ending upon the later to occur of the fifth anniversary of the First Residential Closing or the closing of title to Residential Units representing at least 90%, both in number and in aggregate Common Interests, of all Residential Units, to Purchasers hereunder.

Until Sponsor no longer designates or elects a majority of the members of the Residential Board, Sponsor will, through its control of the Residential Board, be able to determine the maintenance and operation of, and the services to be provided by, the Residential Board, and also (subject to any General Common Charges assessed by the Condominium Board) the determination of Residential Common Charges to be paid by all Residential Unit Owners.

Prospective Purchasers should be advised that Residential Unit Owners, Residential Unit occupants and non-resident Residential Unit Owners, including Sponsor, may have inherent conflicts on how the Residential Section should be managed because of their different reasons for purchasing, i.e., for use as a home as opposed to as an investment.

Sponsor, through its control over the Residential Board, may not exercise veto power over expenses applicable exclusively to the Residential Section as described in Schedule B-1 of this Plan or over expenses required (and where no alternative is available): (i) to comply with applicable Legal Requirements applicable to the Residential Section; or (ii) to remedy any notice

of violation entered against the Residential Section; or (iii) to comply with any proper work order by an insurer of the Residential Section. Sponsor may, however, exercise veto power over, and the Residential Board may not, without the prior written consent of Sponsor, take any of the following actions (to the extent that the same are within the powers of the Residential Board as set forth in the Residential By-Laws and/or Condominium By-Laws) for a period of not more than five (5) years after the First Residential Closing or whenever the Unsold Residential Units constitute less than 25% of the Common Interest of all Residential Units, whichever is sooner: (i) making or improving any addition, alteration or improvement to the Residential Limited Common Elements or any Residential Unit (unless required by any applicable Legal Requirements; (ii) assessing any Residential Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund in respect of the Residential Section; (iii) increasing or decreasing the number of, or change the kind of, employees initially hired for the Residential Section, as provided for in Schedule B-1 "Projected Budget for First Year of Residential Section Operation" set forth in the Offering Plan (the "First Year's Budget"); (iv) entering into any service or maintenance contract for work not covered by contracts in existence on the date of the First Residential Closing or otherwise provide services in excess of those referred to in the Offering Plan, except as is required to reflect normal annual increases in operating services; (v) borrowing money on behalf of the Residential Section (other than the indebtedness in connection with the Resident Manager's Apartment), or unless such borrowing is approved by the owners of Residential Units representing at least 75%, both in number and aggregate Common Interests of all Residential Units); or (vi) exercising any right of first refusal to lease or purchase a Residential Unit. However, the Residential Board may take any of the actions enumerated in subsections (i) through (v) above, without the consent of Sponsor.

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R. THE RESIDENTIAL BOARD

1. General

The affairs of the Residential Section shall be governed by the Residential Board, subject to any matters and authority vested in the Condominium Board as described in the Declaration, the Condominium By-Laws and the Residential By-Laws. The Residential Board shall consist of three members designated by Sponsor until the First Annual Residential Meeting, at which time the incumbent Residential Board designated by Sponsor will resign and a new Residential Board, consisting of five members, will be elected and/or designated by the Residential Unit Owners and Sponsor, as described below. The First Annual Residential Meeting shall be held not later than 30 days following the later to occur of: (a) the second anniversary of the First Residential Closing; or (b) the closing of title to Residential Units representing at least 50% both in number and aggregate Common Interests of all Residential Units to Purchasers. During the Initial Residential Control Period (as described in the Section in Part I above entitled "Control by Sponsor"), Sponsor shall have the right to designate three of the five Residential Board members. Following the Initial Control Period but while Sponsor owns at least one Residential Unit, Sponsor shall be entitled to designate one Residential Board Member.

The term of office of each of the five members comprising the Residential Board elected or designated at the First Annual Residential Meeting shall be fixed at such meeting as follows: (a) two of such members will serve for a term of approximately three years; (b) two of such members will serve for a term of approximately two years; and (c) one of such members will serve for a term of approximately one year. Those members of the first five-member Residential Board who receive the highest number of votes will serve for the longest terms of office, but except as set forth in the Residential By-Laws, any members designated by Sponsor or its designee as the owner of Unsold Residential Units shall serve for the shortest terms of office. At each annual meeting of Residential Unit Owners subsequent to the first such meeting, the Residential Unit Owners shall elect (and/or Sponsor shall designate, as the case may be) Residential Board members to replace the Residential Board members whose terms of office are then expiring, each to serve a term of office fixed at three years. Notwithstanding the expiration of the term of office of a member of the Residential Board or anything contained herein to the contrary, such member of the Residential Board (including any member designated by Sponsor) shall serve until his or her successor shall be elected (or designated) and qualified. Subject to the requirements described in the Section of the Plan entitled "Control by Sponsor", there shall be no limit on the number of terms of office, successive or otherwise, that a Residential Board member (including any member of the Residential Board designated by Sponsor) may serve.

Except for Residential Board members designated by Sponsor or its designee, all members of the Residential Board shall be: (i) individual Residential Unit Owners or Permitted Mortgagees of Residential Units; (ii) partners or employees of a partnership owning, or holding a mortgage encumbering, a Residential Unit; (iii) officers, directors, stockholders or employees of corporate owners or corporate Permitted Mortgagees of Residential Units; (iv) members or employees of a limited liability company owning, or holding a Permitted Mortgage encumbering, a Residential Unit; (v) fiduciaries or their beneficiaries who are owners or Permitted Mortgagees of Residential Units (or officers, directors or stockholders of corporate fiduciaries or partners or employees of partnership fiduciaries); (vi) adult family members or spouses of any of the

foregoing individuals; or (vii) individuals designated by a sovereign government, consulate or other similar entity that is a Residential Unit Owner or a mortgagee of a Residential Unit. Other than Residential Board members designated by Sponsor or its designee, no Residential Board member shall continue to serve after he or she ceases to be qualified as set forth above.

In no event shall any Residential Unit Owner (or its proxy) or another interested party be eligible for election to the Residential Board, and any such Unit Owner (or its proxy) or other party may be removed as a Residential Board member by a majority vote of the other Residential Board members, if such Residential Unit Owner is then in arrears, beyond any applicable grace period, in the payment of Residential Common Charges or any other amounts required by the Residential Board. In addition, no member of the Residential Board (or his or her proxy) may continue to participate as a member thereof after the Residential Board has perfected a lien against its Unit, for so long as such lien remains unsatisfied.

Members of the Residential Board shall serve without compensation. All Residential Board members and employees of the Residential Section will be bonded from and after the First Residential Closing under fidelity bonds in favor of the Residential Section. Initially, the amount of such bonds shall be $250,000 for each loss. The cost of the bonds has been provided for in the estimate of the Residential Common Charges contained in Schedule B-1 in Part I, Section E of the Plan.

2. Powers and Duties of and Determinations by the Residential Board

Subject to any matters and authority vested in the Condominium Board as described in the Declaration, the Condominium By-Laws and the Residential By-Laws, the Residential Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Residential Section. As more fully set forth (and except as may otherwise be provided) in the Residential By-Laws, all determinations required to be made by the Residential Board shall be by majority of the votes cast at any meeting at which a quorum is present.

The Residential Board shall make reports to the Residential Unit Owners on a regular basis, but at least annually, regarding the actions taken and matters coming before the Residential Board.

3. Meetings and Votes of Residential Unit Owners

After the First Annual Residential Meeting as described above, annual meetings of Residential Unit Owners will be held within approximately four weeks of the anniversary of the First Annual Residential Meeting, on a date to be set by the Residential Board. At each such meeting, the Residential Unit Owners shall elect (or designate, as applicable) members to replace those members of the Residential Board whose terms have expired. In addition, special meetings may be held from time to time pursuant to the Residential By-Laws. At all meetings of Residential Unit Owners, the presence in person or by proxy of more than 30% of the Common Interests attributable to all Residential Units shall constitute a quorum and, except as otherwise provided in the Residential By-Laws or Declaration, a majority of votes cast at any such meeting at which a quorum is present or is not required shall be binding on all Residential Unit Owners.

Each Residential Unit Owner, upon obtaining title, will in accordance with Section 339-e of the Real Property Law, automatically have the right to vote at all meetings of the Residential Unit Owners, based upon the Common Interest appurtenant to each of the Residential Unit(s) owned by such Unit Owner, and at all such meetings, each such Unit Owner (or his or her proxy) entitled to vote thereat (including Sponsor or its designee with respect to Unsold Residential Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements (proportionate among the Common Interest attributable to all Residential Units) appurtenant to his or her Residential Unit(s).

4. Officers

The principal officers of the Residential Board will be the President, Vice-President and Secretary/Treasurer, all of whom shall be elected by the Board. The Board may also appoint additional officers as the Residential Board in its judgment may deem advisable.

None of the officers of the Residential Board need be Residential Unit Owners or have any interest therein or be members of the Residential Board; except that, from and after the first organizational meeting of the Residential Board after the First Annual Residential Meeting, the President of the Residential Board must be a member of the Residential Board.

Upon the affirmative vote of a majority of the members of the Residential Board, present in person or by proxy at a regular meeting of such Board, or at a special meeting of such Residential Board called for such purpose, at which a quorum is present or is otherwise not required, any officer may be removed, either with or without cause, and his or her successor shall be elected.

5. Designation of Members to the Condominium Board

Three of the five members of the Residential Board shall also serve as the Residential Board's representatives on the Condominium Board. Until the First Annual Residential Meeting, such three members shall be the three Residential Board members designated by Sponsor. From and after the First Annual Residential Meeting, until such time as none of Sponsor, its designee or any other Unsold Residential Unit Owner no longer owns any Residential Units, of the three Residential Board members also serving as the Residential Section's representatives to the Condominium Board, one of such members shall at all times be a Residential Board member designated by Sponsor, its designee or any Unsold Residential Unit Owner and the other two such members shall be Residential Board members elected by the Residential Unit Owners who are not related to or affiliated with Sponsor, its designee or other Unsold Residential Unit Owner(s). At any time that there are more than two members of the Residential Board who are persons not related to or affiliated with Sponsor, its designee or other Unsold Residential Unit Owners, the two of such members having been elected with the highest number of votes shall serve as the two unaffiliated Residential Board members who also serve on the Condominium Board.

6. No Control of the Condominium Board by Residential Section or Residential Board

As described more fully in the Condominium By-Laws, the powers and duties necessary for or incidental to the administration of the affairs of the Condominium generally (i.e., exclusive of matters relating exclusively to the Residential Section) will be vested in the Condominium Board. The Residential Section, the Hotel Unit Owners and the Accessory Unit Owner will be represented on the Condominium Board, with the Residential Section having the right to appoint three of the seven members of the Condominium Board. As a result, the members of the Condominium Board representing the Residential Section will never control a majority vote thereon; and the Hotel Units and Accessory Unit (which will initially and may thereafter include Sponsor or affiliates of Sponsor) will, in the aggregate, control a majority of the votes on the Condominium Board since four out of the seven members of the Condominium Board will always be designated by the Hotel Unit Owners and the Accessory Unit Owner. Moreover, it is initially intended that Sponsor will own one or more of the Non-Residential Units and shall, in such capacity, have the right to designate additional members to the Condominium Board in addition to the rights reserved to Sponsor with respect to the election and/or designation of members of the Residential Board, and may therefore control a majority vote on the Condominium Board. Residential Unit Owners shall not be entitled to vote in their individual capacities as Unit Owners at any meeting of the Condominium Board.

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S. THE CONDOMINIUM BOARD

1. General

While the exclusive affairs of the Residential Section will be governed by the Residential Board (as described more fully above and in the Residential By-Laws and Condominium By-Laws), such governance is subject and subordinate to the governance of the Condominium overall which is vested in the board of managers of the Condominium (the "Condominium Board").

The Condominium Board shall consist of seven (7) members: (i) three members designated by or on behalf of the Residential Board (as described in paragraph 5 of the Section above in Part I of the Plan entitled "The Residential Board"); (ii) three members designated by the Hotel Board; and (iii) one member designated by the Accessory Unit Owner. Sponsor may initially own one or more of the Transient Hotel Unit, the Condo Hotel Units and the Accessory Unit and shall, in each such capacity, have the right to designate such Condominium Board member(s) as the Unit Owner of such Unit(s) in addition to the rights reserved to Sponsor with respect to the election and/or designation of members of the Residential Board. Sponsor may also initially own the Club Unit; however, the Club Unit Owner will not independently have the right to designate any member of the Condominium Board.

The term of office of each of the seven members of the Condominium Board will expire annually and, in general, the replacement of such member, which may be the same person, will be made by the Board or Unit Owner which designated such member. Notwithstanding the expiration of the term of office of a member of the Condominium Board, such member shall serve until a successor has been elected and qualified.

Members of the Condominium Board shall serve without compensation. All officers, Condominium Board members and employees of the Condominium will be bonded at all times under fidelity bonds in favor of the Condominium in amounts deemed appropriate by the Condominium Board. It is anticipated that such amount will initially be at least $250,000 for each loss. The cost of the bonds has been provided for in the estimate of the Common Charges allocated to all Unit Owners contained in Schedule B-2 in Part I, Section E, of the Plan.

With respect to the Condominium Board members: (i) the qualifications set forth in the Residential By-Laws (and described in Part I, Section R) for members of the Residential Board shall apply to the Condominium Board members (other than those designated by Sponsor) representing the Residential Section; and (ii) except as set forth in the Hotel By-Laws in the case of the Hotel Section, no restrictions shall apply as to which person the Hotel Board or the Accessory Unit Owner may designate from time to time to the Condominium Board except that each Condominium Board member (and any proxy) must be a natural person and not an entity.

In no event shall any Unit Owner (or its proxy) be eligible for election to the Condominium Board if such Unit Owner is then in default, beyond any applicable grace period, in the payment of Common Charges or any other amounts required by the Condominium Board to be paid. In addition, no member of the Condominium Board (or his or her proxy) may

continue to participate as a member thereof after the Condominium Board has perfected a lien against its Unit, for so long as such lien remains unsatisfied.

Prospective Purchasers are advised that Residential Unit Owners, Residential Unit occupants and non-resident Residential Unit Owners, including Sponsor, Condo Hotel Unit Owners and Commercial Unit Owners may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., for use as a home vs. investment vs. for business/commercial purposes.

The Residential Section as well as the Hotel Section and the Accessory Unit Owner will be represented on the Condominium Board, with the Residential Section having the right to appoint three of the seven members of the Condominium Board, the Hotel Section having the right to appoint three members and the Accessory Unit Owner having the right to appoint one member. As a result, the members of the Condominium Board representing the Residential Section will never control a majority vote thereon; and the Non-Residential Unit Owners (which will initially and may thereafter include Sponsor or affiliates of Sponsor) will, in the aggregate, control a majority of the votes on the Condominium Board. Moreover, it is initially intended that Sponsor will own one or more of the Non-Residential Units and shall, in such capacity, have the right to designate additional members to the Condominium Board in addition to the rights reserved to Sponsor with respect to the election and/or designation of members of the Residential Board, and may therefore control a majority vote on the Condominium Board. Residential Unit Owners shall not be entitled to vote in their individual capacities as Unit Owners at any meeting of the Condominium Board.

2. Powers and Duties of and Determinations by the Condominium Board

The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. Subject to such authority of the Condominium Board, generally, but subject to Declaration and Condominium By-Laws provisions governing the same, all determinations, which do not (to more than an immaterial extent) relate to or affect or involve the Condominium generally or the General Common Elements, and: (A) do not affect (to more than an immaterial extent) any portion of the Building other than the Residential Section, shall be made by the Residential Board; and (B) do not affect (to more than an immaterial extent) any portion of the Building other than the Hotel Section shall be made by the Hotel Board. Any dispute between or among one or more of the Residential Board, the Hotel Board and the Condominium Board as to which Board shall be entitled to make a particular determination shall be settled by arbitration in the manner provided in the Condominium By-Laws. As more fully set forth (and except as may otherwise be provided) in the Condominium By-Laws, all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present.

For convenience of operation of the Condominium, the Residential Board may (with the Condominium Board's consent) designate the Condominium Board to act as its agent with respect to any matters the determination of which is entitled to be made by the Residential Board.

3. Meetings and Votes of Unit Owners

No joint annual meetings of the Residential Unit Owners and all other Unit Owners will be held unless required by law, in which event such joint annual meeting will be held on the date specified by the Condominium Board. Special meetings may be called from time to time pursuant to the Condominium By-Laws. At all such joint meetings of Unit Owners, if any, the presence in person or by proxy of Unit Owners representing not less than 50% (in Common Interest) of all Unit Owners shall constitute a quorum; provided that the Transient Hotel Unit Owner and/or the Accessory Unit Owner shall each have the absolute right (except in the case of an Emergency (as defined in the Condominium By-Laws)) to require an adjournment of any such Unit Owners Meeting (notwithstanding the presence of a quorum) for a period not longer than thirty (30) days; and, except as otherwise provided in the Condominium By-Laws or Declaration, a majority of votes cast at any such meeting at which a quorum is present or is not required shall be binding on all Unit Owners.

Each Unit Owner, upon obtaining title, will in accordance with Section 339-e of the Real Property Law, automatically have the right to vote at all joint meetings of the Unit Owners, if any, based upon the Common Interest appurtenant to each of the Unit or Units owned by such Unit Owner, and at all such meetings, each Unit Owner (or his or her proxy) entitled to vote thereat (including Sponsor or its designee with respect to Unsold Residential Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to its, his or her Unit(s).

4. Officers

The principal officers of the Condominium will be the President, Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Condominium Board. The Condominium Board may also appoint additional officers as the Condominium Board in its judgment may deem advisable. None of the officers of the Condominium need be Unit Owners or have any interest therein or be Condominium Board members, Residential Board members or Hotel Board members.

Except as otherwise determined by the Condominium Board, no officer shall receive any compensation for acting as such. Upon the affirmative vote of a majority of the members of the Condominium Board, any officer of the Condominium Board may be removed, either with or without cause, and his or her successor shall be elected, at any regular meeting of the Condominium Board or at any special meeting of the Condominium Board called for such purpose.

5. Liability of Condominium Board and Unit Owners

To the extent permitted by applicable law, Condominium Board members shall have no liability to the Unit Owners, except that a Condominium Board member shall be liable for his or her own bad faith, gross negligence or willful misconduct. The Condominium Board may contract or effect any other transaction with any Condominium Board member, any member of the Residential Board, Hotel Board, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith, gross

negligence or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member against any liability or claim except those arising out of the bad faith, gross negligence or willful misconduct of such member.

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T. RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE BOARDS

1. Sales and Leases of Residential Units

Each Residential Unit Owner may sell his or her Unit or lease his or her Unit for terms of one (1) year or more (but not less) provided, in each case, such Unit Owner first gives the Residential Board notice of intention to sell or lease such Unit, accompanied by a fully executed copy of the contract of sale or lease, as the case may be. The Residential Board shall then have the right to purchase or lease the Unit at the same price or rental and on the same terms as were offered in good faith by a prospective purchaser or lessee, as more specifically set forth in Article 8 of the Residential By-Laws. If the Residential Board does not elect to purchase or lease the Residential Unit within 20 days after receipt of the notice, or waives such election in writing, the Residential Unit Owner will have 60 days thereafter to consummate the transaction set forth in the contract of sale or lease with the prospective purchaser or lessee, as the case may be, as more particularly set forth in Section 8.1 of the Residential By-Laws and the section entitled "Residential Units Acquired by the Residential Board" of this Section T. In the event that such sale or lease is not consummated, or if such contract or lease is renegotiated or modified in any way (whether orally, in writing or by a side agreement) to be on terms less favorable to the Residential Unit Owner, the Residential Unit Owner will be required again to offer the same first to the Residential Board. The Residential Board may not exercise its option to purchase or lease any Residential Unit without prior approval of a majority in interest of Residential Unit Owners present in person or by proxy and voting at a meeting of the Residential Unit Owners at which a quorum is present. Any such lease shall be in the form and substance then approved by the Residential Board (as the same may be changed from time to time), including provisions such as a prohibition on assignment or subletting.

In connection with the foregoing, the Residential Board may not discriminate against any person on the basis of race, creed, color, national origin, gender, sexual orientation, age, disability, marital status or other grounds prohibited by law.

If a Residential Unit Owner is a corporation, any sale, assignment, transfer or other disposition of any of its stock, or if a Residential Unit Owner is a partnership, limited liability company or other entity, any sale, assignment, transfer or other disposition of any interest in such partnership, company or other entity, in each case other than through any recognized national securities exchange or "over-the-counter" market, which results in a change in the majority beneficial or legal ownership of such entity, shall also subject the Residential Unit owned by such entity to the requirement that the Residential Unit first be offered to the Residential Board for purchase or lease, as described above.

Notwithstanding the foregoing, without complying with the foregoing restrictions, a Residential Unit Owner may sell, lease or convey his or her Residential Unit, and the owner of any interest in a Residential Unit Owner which is a corporation, partnership, limited liability company or other entity, may sell, lease or convey such interest, to an affiliate or one or more family members, as hereinafter defined, or convey a Residential Unit or interest in a Residential Unit Owner, as the case may be, by gift, or devise it by will, or have it pass by intestacy. (An "affiliate" is defined for purposes hereof as a person or entity that owns 50% or more of the legal

and beneficial interest of such Residential Unit Owner or owner of an interest in a Residential Unit Owner, as the case may be, or an entity with respect to which such Residential Unit Owner or owner of an interest in a Residential Unit Owner owns 50% or more of the legal and beneficial interest, and "family member" is defined for purposes hereof as a spouse, domestic partner, adult child, parent or adult sibling, or a trust for the benefit of any one or more of the foregoing and/or one or more minor children of any of the foregoing.) Article 8 of the Residential By-Laws more specifically describes the right of first refusal and those situations in which a Residential Unit Owner may sell or convey his or her Residential Unit to a related or controlled individual or entity.

The restrictions upon the sale or lease of Residential Units described herein shall not apply to Sponsor or its designee with respect to any Unsold Residential Units, to the Residential Board, Hotel Board, to any Residential Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, or to the Non-Residential Units.

Each conveyance of a Residential Unit by the Owner thereof shall include as part of the property to be conveyed, such Residential Unit Owner's (i) undivided interest in the Common Elements; (ii) undivided interest in any Residential Unit or Residential Units acquired by the Residential Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Residential Unit); and (iii) undivided interest in any other assets of the Residential Board or assets of the Condominium. No part of a Residential Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Residential Unit to which such interest appertains or as part of a sale, transfer or other disposition of the specific interest in the Residential Limited Common Elements or the General Common Elements by all affected Residential Unit Owners.

A Residential Unit may not be conveyed unless all unpaid Residential Common Charges and liens against such Residential Unit (other than Permitted Mortgages) are paid and satisfied at or prior to closing. In addition, the Residential Board may establish reasonable fees for the processing of such offers for sale or lease, which shall be payable by the selling or leasing Residential Unit Owner to the Residential Managing Agent. (See Part I, Section T, "Residential Units Acquired by the Residential Board" for a discussion of the procedures to raise funds for the acquisition of a Unit by the Residential Board).

2. Assignment of Storage Bin Licenses

To help protect the security of the Building, the holder of a Storage Bin License (other than Sponsor) must at all times be a Residential Unit Owner; provided, however, that the foregoing restriction shall not apply: (i) to Sponsor or its designee; or (ii) to the Residential Board or its designees. If the Residential Board terminates a Storage Bin License or a Residential Unit Owner surrenders a Storage Bin License without assigning such license to another Residential Unit Owner, the Residential Board shall have the right to issue a new Storage Bin License for the corresponding Storage Bin upon terms and conditions determined in its sole discretion. If at any time the licensee of a Storage Bin sells its Residential Unit, it shall simultaneously assign its license of the Storage Bin to another owner of a Residential Unit (or the purchaser of such Residential Unit), and if it fails to do so, the Residential Board shall have

the right to terminate the license of the Storage Bin and take possession of the same, without compensation to the licensee.

Upon the issuance of a Storage Bin License to a Residential Unit Owner, such Unit Owner may freely assign such license without the consent of the Residential Board; provided such assignee is also a Residential Unit Owner; and provided further that the Residential Board is provided written notice of such assignment. Neither Sponsor nor the Residential Board shall have any liability nor obligation with respect to a private assignment of a Storage Bin License.

3. Use of Residential Units and Storage Bins

A Residential Unit may generally be used only for residential purposes and, subject to compliance with the Declaration, the Condominium By-Laws and the Residential By-Laws, for a lawful home occupation as defined in the Zoning Resolution; and may be leased by the Residential Unit Owner thereof to tenants only for periods of one year or more. Each such Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (i) through (vi) above: (A) the individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of or in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit including, without limitation, as part of a travel club or any enterprise having similar attributes; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing.

There is no limit on the number of Residential Unit Owners who may purchase a Residential Unit for investment, rather than for personal occupancy, purposes. As such, there may always be a substantial percentage of Residential Unit Owners who are non-residents of the Condominium.

Storage Bins may only be used for storage purposes, provided that no materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein. Notwithstanding the foregoing, Sponsor or its designee shall have the right to use any unlicensed Storage Bins for any lawful purpose or to change the permitted use of any unlicensed Storage Bins, subject, however, to the provisions of the Declaration. The form of the agreement to be used for licensing the use of such Storage Bins to individual Residential Unit Owners is included in Part II of this Plan as Exhibit 13.

Holders of Storage Bin Licenses will be required to pay a license fee to the Condominium in an amount equal to $1 per month per square foot as shall be reflected on the Floor Plans of such Storage Bin, which amount shall, following the fifth anniversary of the First Residential Closing, be subject to biannual increases based upon the CPI Increase Factor. The Storage Bin license fee shall be payable as and be deemed to be a part of the Residential Common Charges.

4. General Provisions with Respect to Use

No portion of a Residential Unit, other than the entire Residential Unit, may be leased. No nuisance or offensive or unlawful use shall be allowed in the Residential Section or any portion thereof. All Legal Requirements relating to any portion of the Property, shall be complied with at the sole expense of whichever Unit Owners or Board shall, pursuant to the Declaration, Condominium By-Laws or Residential By-Laws, have the obligation to maintain or repair such portion of the Property.

The Residential Rules and Regulations concerning the use of the Residential Units may be amended from time to time by the Residential Board, provided that copies thereof are furnished to each Residential Unit Owner prior to the time that they become effective. Further provisions with respect to the use of the Residential Units are set forth in the Declaration, the Condominium By-Laws, the Residential By-Laws, the General Rules and Regulations and the Residential Rules and Regulations. However, no amendment of the Residential Rules and Regulations will apply to Sponsor or the Unsold Residential Units, unless agreed to by all the owners of same who are affected by such amendment.

Each Residential Unit Owner shall notify the Residential Managing Agent in writing when a child or children under the age of eleven years lives or resides (even temporarily) in the Unit. Each such Residential Unit Owner shall install, at such Unit Owner's expense, the required window guards in all windows of the Residential Unit. The Residential Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable Legal Requirements and in any event, without full knowledge of the Residential Managing Agent.

5. Mortgage of Residential Units by Residential Unit Owners

Each Residential Unit Owner may mortgage his or her Residential Unit, in accordance with the provisions of Article 7 of the Residential By-Laws, which requires that the Residential Board be notified in writing of the making of such mortgage and receive a conformed copy of the note and mortgage and that the Residential Unit Owner first satisfy all unpaid liens against the Residential Unit, other than Permitted Mortgages. Each Non-Residential Unit Owner shall have the right to mortgage or otherwise encumber its Non-Residential Unit in accordance with the terms of the Condominium By-Laws and as applicable, the Hotel By-Laws.

6. Common Charges: Determination and Assessment

As described in the Condominium By-Laws, the Condominium Board shall from time to time, but at least annually, prepare a budget setting forth its projections of General Common Expenses and will assess against the Residential Board, in the manner described in the

Condominium By-Laws, the General Common Charges necessary to meet the Residential Section's allocated share of General Common Expenses. As described in the Residential By-Laws, the Residential Board shall from time to time, but at least annually, prepare or cause to be prepared a budget setting forth its projections of the Residential Common Expenses for the next fiscal year of the Residential Section, including, the Residential Section's allocated share of the General Common Charges, and will allocate and assess to each Residential Unit Owner in proportion to such Residential Unit's percentage Common Interest compared to the total for all Residential Unit Owners, Residential Common Charges to meet the Residential Common Expenses. (Under the Condominium By-Laws, the Residential Common Charges collected by the Residential Board shall, in all instances, first be payable by the Residential Board to the Condominium Board in payment of the Residential Section's allocated share of General Common Charges and before application for any other purpose. If such priority of payment fails to occur, the Condominium Board shall have the right, without limitation, and in addition to all other remedies available at law, to avail itself of the remedy of specific performance with respect to the obligations of the Residential Board.) Generally, any Common Expenses incurred and related exclusively to the Residential Limited Common Elements will be allocated and assessed to the Residential Unit Owners. The respective Common Interests of the Units, as estimated by Sponsor, have been allocated to each Unit based upon floor space subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, in accordance with Section 339-i(1)(iv) of the New York State Real Property Law.

The Residential Board will furnish copies of the Condominium budget and the Residential Section budget to all Residential Unit Owners and advise each Residential Unit Owner of the amount of Residential Common Charges payable. Unless otherwise determined by the Residential Board, Residential Common Charges will be payable in monthly installments, in advance, on the first day of each month.

7. Collection and Lien for Non-Payment of Common Charges

Residential Unit Owners may not exempt themselves from liability for Residential Common Charges by waiving use of any of the Common Elements or by abandoning their Units. No Residential Unit Owner, however, will be liable for the payment of any part of the Residential Common Charges assessed against his or her Unit subsequent to a permissible sale, transfer or other conveyance by him or her of such Unit. In addition, as more specifically set forth in Section 6.2 of the Residential By-Laws, a Residential Unit Owner, by conveying his or her Unit (without consideration) to the Residential Board and provided that such Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Residential Common Charges (provided no amounts are owing under any such lien) and that no violation of the Declaration, the Condominium By-Laws, the Residential By-Laws, the General Rules and Regulations or the Residential Rules and Regulations then exists with respect to such Unit, may be exempt from Residential Common Charges thereafter accruing.

On a resale of any Residential Unit, the purchaser will be liable for the payment of any unpaid Residential Common Charges against such Unit; except that, to the extent then permitted by law, a Permitted Mortgagee acquiring a Residential Unit at a foreclosure sale will not be

liable for a lien for the payment of Residential Common Charges assessed against such Unit for the period following the recording of the Permitted Mortgage and prior to such Unit's acquisition by the Permitted Mortgagee (which provision may change in the event of statutory modification). In the event of a foreclosure by the Residential Board of its lien on any Unit for unpaid Residential Common Charges, or otherwise, if the net proceeds of the foreclosure sale are insufficient for the payment of such unpaid charges, or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the previous Unit Owner can be sued for the unpaid balance. The Residential Board will also have the right to assess such unpaid balance as a Common Charge among all Residential Unit Owners.

Pursuant to Section 339-z of the Real Property Law and under the provisions of the Residential By-Laws, the Residential Board, on behalf of all Residential Unit Owners will have a lien on each Residential Unit for unpaid Residential Common Charges together with interest thereon, assessed against such Unit. All such liens, however, to the extent permitted by applicable Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Pursuant to Section 339-aa of the Real Property Law, any lien for unpaid Residential Common Charges against a Residential Unit will be effective from and after filing of a verified notice thereof in the City Register's Office and until all sums secured thereby with interest accrued thereon shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall occur sooner. Such liens may be foreclosed by a suit brought in the name of the Residential Board (acting on behalf of all Residential Unit Owners) in the same manner as the foreclosure of a mortgage on real property, or an action may be brought by the Residential Board to recover unpaid Residential Common Charges without foreclosing such lien. In addition, the Residential Board may assess Residential Unit Owners a late charge of $.04 for each dollar of Residential Common Charges which remains unpaid for more than 10 days after the date when due, and interest at the rate of 1.5% per month on such unpaid amounts (plus any "late charges" theretofore collected), plus all expenses of collection. Sponsor obligates itself to cause any members of the Residential Board related to or affiliated with Sponsor to vote in favor of filing a lien against any Unsold Residential Units owned by Sponsor with respect to which payments of Residential Common Charges have not been made within 30 days after the date when due.

As provided in the Residential By-Laws, the Residential Board shall take prompt action to collect any Residential Common Charges which remain unpaid for more than 30 days after the due date for payment thereof, including, without limitation, the institution of such actions and the recovery of interest and expenses. In the event the Residential Board fails to take such action against a Unit Owner, then the Condominium Board may do so, in its own name or, if necessary, in the name of the Residential Board.

8. Obligations to Condominium Board for General Common Charges and Special Assessments

As described in the Condominium By-Laws and in Article 6 of the Residential By-Laws, under the Condominium By-Laws, and to the extent permitted by law, the Residential Common Charges collected by the Residential Board shall, in all instances, first be payable to the Condominium Board in payment of the Residential Section's allocated share of General

Common Charges, and before application for any other purpose. If such priority of payment fails to occur, the Condominium Board shall have the right, without limitation, and in addition to all other remedies available at law, to avail itself of the remedy of specific performance with respect to the obligations of the Residential Board.

In addition, in the event the Condominium Board levies a special assessment, a portion of which is allocated to the Residential Section, the Residential Board may levy a special assessment to meet the Residential Section's allocated share of any such special assessment levied by the Condominium Board.

9. Borrowing by the Condominium Board

Subject to the terms of the Condominium By-Laws, the Condominium Board shall have the power to borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of, or the making of Repairs or Alterations (each as defined in the Condominium By-Laws) of, the General Common Elements or otherwise in connection with any permitted action or activity of the Condominium Board, provided, however, that: (i) a 66-2/3% vote of the members of the Condominium Board shall be required for any borrowings for such purposes if such borrowings are in excess of $500,000 (subject to increase by the CPI Increase Factor) in total in any one fiscal year or $1,500,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior periods) at any one time; and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant Common Interest without the prior written consent of the owner of such Unit, or on the General Common Elements without the consent of all Unit Owners; and the power and right of the Residential Board to borrow money pursuant to the provisions of the Residential By-Laws is not limited or impaired by the foregoing.

10. Borrowing by the Residential Board

The Residential Board may, at any time, borrow money on behalf of the Residential Section when required in connection with (i) the operation, care, upkeep and maintenance of, or the making of repairs, restorations and replacements of, and alterations, additions, or improvements to the Residential Limited Common Elements or (ii) any permitted action or activity of the Residential Board; provided, however, that: (A) except as otherwise provided in the Residential By-Laws, the consent of at least 66-2/3% of the total authorized votes of all Residential Unit Owners shall be required for any borrowings for such purposes with respect to the Residential Limited Common Elements, if such borrowings are in excess of $250,000 (subject to increase by the CPI Increase Factor) in total any one fiscal year or $500,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior periods) at any one time; (B) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements (except to the extent permitted by applicable law) without the prior written consent of the owner of such Unit; and (C) no Unit Owner other than the Residential Unit Owners shall be liable for the repayment of any such borrowing with respect to the Residential Limited Common Elements exclusively, and the loan documentation in such case shall so provide. Any such debt may be secured by future income and Residential Common Charges in which event the Residential Common Charges shall be

deemed trust funds for the purpose of paying such debt. The Residential Board cannot secure such debt by a lien on the Common Elements without the consent of all affected Unit Owners.

In addition to the debt described above, the Residential Board, without approval of the Unit Owners may, at any time, incur, or refinance, debt from time to time secured by a lien on the Resident Manager's Apartment or any other Unit acquired by the Residential Board pursuant to the Declaration and/or Residential By-Laws; provided, however, that no such financing or refinancing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant interest in the Common Elements. If any sum borrowed by the Residential Board is not repaid by the Residential Board, a Unit Owner who pays to the creditor such proportion thereof as his or her interest in the Common Elements bears to the interest of all Residential Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit, and all loan documentation entered into by or on behalf of the Residential Board shall specifically so provide. The dollar amounts set forth above and all other dollar amounts referenced elsewhere in the Residential By-Laws, shall be adjusted to reflect any increase in the cost of living, as reflected by an increase in the CPI Increase Factor (as described in the Residential By-Laws).

11. Repairs to and Maintenance of Residential Units and Common Elements

Except as may otherwise be provided in the Condominium By-Laws and/or Residential By-Laws, generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, or ordinary or extraordinary (a) in or to any Residential Unit (other than any Common Elements included therein) will be made by the Owner of such Unit at his or her expense, (b) in or to the General Common Elements will be made by the Condominium Board and the expense thereof will be charged to the Unit Owners as a General Common Expense, and (c) in or to the Residential Limited Common Elements will be made by the Residential Board and the expense thereof will be charged to the Residential Unit Owners in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Residential Unit Owners. Without limiting the foregoing, Residential Unit Owners shall be responsible for all maintenance, repairs and replacements of all plumbing, appliances and lighting fixtures, and heating and air conditioning units in their respective Units. Notwithstanding the foregoing, each Residential Unit Owner shall be responsible for all ordinary maintenance and cleaning of each Terrace appurtenant to its Residential Unit; however, the costs and expenses of any repairs or replacements, structural or otherwise with respect to each such Terrace (unless caused by or attributable to the applicable Unit Owner), shall be charged to all Residential Unit Owners as a Common Expense. Each Residential Unit Owner shall promptly comply with all Legal Requirements applicable to his or her Residential Unit. No Residential Unit Owner shall use or permit the use of Hazardous Materials (as defined in the Condominium By-Laws) on, about, under, or in his or her Residential Unit or the Property. Each Residential Unit Owner agrees to indemnify and hold harmless the Condominium Board, the Residential Board and each other Unit Owner from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous

Material used or permitted to be used by such Residential Unit Owner on, about, under or in his or her Residential Unit or the Property.

The washing and cleaning of interior glass surfaces of windows in the Residential Units shall be the responsibility of the respective Residential Unit Owners. All window interiors shall be cleaned a minimum of five times per calendar year. The Residential Board may from time to time enforce the responsibility of Unit Owners to wash and clean the interior surfaces of windows located in their respective Units and charge the defaulting Unit Owner therefor. The exterior glass surfaces will be washed and cleaned by the Residential Board the cost thereof charged as a Common Expense of the Residential Unit Owners, except for exterior glass surfaces of doors and windows opening onto or directly accessible from any Terrace that is appurtenant to a Residential Unit as to which the Owner of such Residential Unit shall have the responsibility for washing and cleaning.

All normal maintenance and repairs of any Common Element appurtenant to a particular Residential Unit (*e.g.*, Terraces) shall be made by the Residential Unit Owner having access thereto, at its own cost and expense; any structural or extraordinary repairs or replacements thereto (including leaks) shall be made by or for the Residential Board and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, unless due to the negligence, misuse, neglect or abuse of such Residential Unit Owner or its tenant, agent, invitee, licensee or guest, in which event such Residential Unit Owner shall bear the entire cost thereof, and the same shall, for all purposes hereunder, constitute part of the Residential Common Charges payable by such Residential Unit Owner.

In order to promote a consistent appearance of the Building from the outside, unless waived by the Residential Board, each Residential Unit Owner will be required to install and maintain window treatments having a white-colored backing on the sides facing the windows in his or her Unit, which window treatments and backings must conform to any specifications (including a new color) established from time to time by the Residential Board. Neither the interior nor the exterior glass surfaces of any windows located in any Residential Unit may be altered, colored or painted.

Unless expressly authorized by the Residential Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise reducing material.

The Condominium By-Laws, Residential By-Laws and Hotel By-Laws provide that each Unit and all portions of the Common Elements shall be kept in a clean and sanitary condition, and in good working order (and all portions thereof exposed to public view shall be kept in a neat appearance and in first-class condition in accordance with the high quality, character and dignity of the Building), in each case, by the Unit Owners, the Condominium Board, the Residential Board or the Hotel Board, whichever is responsible, for the maintenance thereof. In the event that any Residential Unit Owner fails to keep his or her Unit in such condition, the Residential Board, at the expense of such Unit Owner, may enter such Unit and perform such acts as are necessary to cure such default. (See subsection entitled "Rights of Access" below.)

In the event the Residential Board fails to take action within after notice from the Condominium Board against a Residential Unit Owner who is in default beyond the expiration of any notice or cure period in or the performance of any other obligation under the Declaration, the Condominium By-Laws or the Residential By-Laws, then the Condominium Board may do so, in its own name or, if necessary, in the name of the Residential Board.

Any alteration, addition, improvement or repair in or to a Unit or any Common Elements must comply with all Legal Requirements.

12. Representation on Condominium Board

As described in Articles 2 and 3 of the Residential By-Laws and in the Condominium By-Laws, Residential Unit Owners shall not be entitled to vote in their individual capacities as Unit Owners at any meeting of the Condominium Board. The entire Common Interest of such Unit Owners shall be represented on the Condominium Board by the designees of the Residential Board.

13. Alterations and Improvements of Residential Units

No Residential Unit Owner (other than Sponsor or its designee or other owner of Unsold Residential Units) may make any alteration, addition, improvement or repair in or to such Unit Owner's Unit that affects the structure of the Building and/or the Building's systems without the prior written approval of the Residential Board and in certain circumstances, the Condominium Board, but this provision does not apply to an Unsold Residential Unit. Except as otherwise permitted in the Condominium By-Laws and/or Residential By-Laws, no Residential Unit Owner may make any alteration, addition, improvement or repair in or to the Common Elements without the prior written approval of the Condominium Board and/or the Residential Board, as applicable. The Residential Board may impose fees upon such Unit Owner to reimburse the Condominium and/or the Residential Board for costs incurred in connection with the review or supervision of such Unit Owner's work.

The Residential Board, at its option, may require a Residential Unit Owner to execute an agreement in form and substance satisfactory to the Residential Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made. Additionally, as set forth in more detail in the Residential By-Laws, any Residential Unit Owner making or permitting an alteration, addition, improvement or repair in its Residential Unit is required by the Residential By-Laws to (i) obtain such insurance as the Residential Board or the Residential Managing Agent may require, (ii) indemnify the Residential Board, the Condominium Board, all other Unit Owners and the Residential Managing Agent against any liability arising from the work, (iii) reimburse the Residential Board and the Condominium Board for its architectural, engineering and legal fees incurred in connection with such work, (iv) employ such architects, engineers, contractors, workers, suppliers and other laborers who are reasonably acceptable to the Residential Board and Condominium Board and Residential Managing Agent; and (v) perform such work in a manner which will not interfere with, or cause any labor disturbances or stoppages (which may result from, among other things, the use of non-union labor) in, the work of Sponsor, the Condominium Board, the Residential Section, the Hotel Section, the Non-Residential Unit Owners, or other contractors or subcontractors employed by

such parties or otherwise in the Building. In addition, no work or change by or on behalf of a Residential Unit Owner will be permitted without the consent of the Residential Board and Sponsor (which consent may be withheld or conditioned in their sole discretion if such work or change would result in a delay in obtaining a temporary or new permanent Certificate of Occupancy for the Building, or any amendment to, or extension of, the same if theretofore issued).

The foregoing restrictions affecting Residential Units shall not apply to Sponsor or its designee in respect of the Unsold Residential Units or to the Owner(s) of the Non-Residential Units. There are no restrictions on the ability of Sponsor or its designee to alter or improve any Unsold Residential Unit (including, without limitation, dividing, subdividing and combining one or more Unsold Residential Units or portions of same). Additionally, to the extent permitted by law, and subject to certain restrictions set forth in the Condominium By-Laws and Declaration, the Non-Residential Unit Owners will each have the right with regard to its Unit, without the consent of the Condominium Board, the Residential Board, the Hotel Board (in the case of the Hotel Section), the Residential Managing Agent, other Unit Owners, or any other party, to mortgage or otherwise hypothecate its Unit, to decorate or make alterations, additions or improvements to its Unit (except that alterations, additions or improvements which would affect the structural, mechanical, electrical or plumbing elements of the Building or the exterior appearance of the Building shall be subject to the approval, not to be unreasonably withheld, of the Condominium Board) and to combine or subdivide its Non-Residential Unit into one or more newly constituted Non-Residential Units.

Furthermore, an initial purchaser of an Unsold Residential Unit shall have the right, without the approval of the Residential Board, to make any alterations, additions, improvements or repairs in or to such Residential Unit, provided that such purchaser obtains all necessary approvals required by law and that Sponsor has consented to the same in writing at or prior to the closing of title to such Residential Unit, which consent Sponsor may withhold or condition in its sole and absolute discretion.

Any alteration, addition, improvement or repair in or to a Unit or any Common Elements must comply with all Legal Requirements.

14. Alterations and Improvements of Common Elements

Generally, all alterations, additions or improvements in or to the Common Elements will be made by whichever Board or Unit Owner is required to maintain and repair such Common Elements. The costs of alterations, additions or improvements to the General Common Elements will be charged either to all Unit Owners as a General Common Expense; and costs attributable to the Residential Limited Common Elements will be charged to all Residential Unit Owners as a Residential Common Expense in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Residential Unit Owners or the Residential Unit Owner(s) responsible therefore, as the case may be. Whenever, in the judgment of the Residential Board, the Residential Limited Common Elements for which it is responsible require additions, alterations or improvements which are capital in nature and would cost more than $100,000 (subject to increase by the CPI Increase Factor) in any calendar year or $250,000 in the aggregate (subject to increase by the CPI Increase Factor), then such additions, alterations or

improvements may not be made unless first approved by a majority in number and Common Interest of Residential Unit Owners liable for the cost thereof, including Sponsor, if it then owns any Residential Unit, at a duly constituted meeting of the Residential Unit Owners, and by the Residential Mortgagee Representatives, if any, appointed pursuant to the Residential By-Laws, or unless the same is a non-capital repair or necessary to comply with applicable laws or regulations, to remedy any violation imposed against the Property, to comply with a proper work order of an insurer of the Property, or for the health or safety (but not the general comfort or welfare) of the residents or occupants of the Property. In any such event, the Residential Board may, in its discretion, assess each Residential Unit Owner liable therefor for his or her pro-rata share of the cost of such additions, alterations, or improvements, according to his or her Common Interest, as part of the Residential Common Charges.

Any additions, alterations or improvements costing the amounts set forth above or less, in the aggregate, in any calendar year or which is a non-capital repair may be made by the Residential Board without the approval of the Residential Unit Owners or Residential Mortgagee Representatives.

Notwithstanding the foregoing, elevator landings which serve fewer than three Residential Units may be decorated and/or furnished by the adjoining Residential Unit Owners as they desire, at their expense, provided that each such Residential Unit Owner consents in writing thereto, and the Residential Board gives its written consent to such decoration and/or furnishing, which consent of the Residential Board may granted or withheld in such board's sole discretion. After an elevator landing is decorated and/or furnished by the Residential Unit Owners serviced by the same, the owners of such Residential Units, and not the Residential Board, will be responsible for keeping the decor and furnishings in a first class condition and state of repair and performing, at their joint expense, all repairs and maintenance necessary or desirable in order to accomplish the same.

In addition, as set forth in the Residential By-Laws and to the extent permitted by law, the owner or owners of any one or more Residential Units, if such Residential Unit or Units are the only Residential Unit or Units serviced or benefited by any Residential Limited Common Elements adjacent or appurtenant thereto (for example, that portion at the end of a hallway that is directly adjacent to the Residential Unit or Units located at the end of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Residential Limited Common Elements shall, with the consent of the Residential Board (which consent shall not be unreasonably withheld or delayed and shall not be required if the Residential Unit Owner or Owners shall be Sponsor or their designees), have the right to use such Residential Limited Common Elements exclusively (including the right, in the above example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests shall be made by reason thereof. In such an event, however, such owners shall, at their sole expense, (i) operate, maintain and repair such Residential Limited Common Element for so long as such owners exercise such exclusive right of use and (ii) restore such Residential Limited Common Element to its original condition, reasonable wear and tear excepted, after such owners cease to exercise such exclusive right of use.

15. Rights of Access

As more fully set forth in the Condominium By-Laws and the Residential By-Laws, the Residential Board, the Condominium Board and any managing agent, manager and other persons authorized by the foregoing will have a right of access to any Residential Unit for the purposes, among others, of: (a) making inspections of, or removing violations of Legal Requirements against, any part of the Property; (b) curing defaults under the Condominium By-Laws, the Residential By-Laws, Declaration, General Rules and Regulations or Residential Rules and Regulations, as applicable, by the owner of such Unit; (c) performing maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical systems, or other portions of the Common Elements, located within such Unit or elsewhere in the Building; or (d) correcting any conditions originating in any Residential Unit and threatening another Unit or any Common Element. Additionally, in the case of an emergency affecting a Non-Residential Unit Owner or its Unit, such Unit Owner will have a right of access to any Residential Unit for the purpose of curing or abating such emergency for so long as and only so long as such emergency shall exist.

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

Each Residential Unit Owner must strictly comply with the provisions of the Declaration, Condominium By-Laws, General Rules and Regulations, Residential By-Laws and Residential Rules and Regulations. Pursuant to Section 339(j) of the Condominium Act, failure to so comply will be grounds for an action for damages or injunctive relief, or both. The Condominium By-Laws and Residential By-Laws, together with the General Rules and Regulations and Residential Rules and Regulations, will be recorded with the Declaration or an amendment thereto in the City Register's Office.

17. Repair or Reconstruction after Fire or Other Casualty

If any portion of the Property other than solely the Residential Section is damaged or destroyed by fire or other casualty, or if any portion of the Residential Section is damaged or destroyed together with any other portion of the Property, the provisions of the Condominium By-Laws shall control as to control over repair and restoration. In the event that solely the Residential Section or any part thereof is damaged or destroyed by fire or other casualty (unless, in accordance with the Condominium By-Laws, the Building is not to be repaired), the Residential Board will arrange for the prompt repair and restoration of the Residential Section (including each Residential Unit, but excluding improvements, betterments, equipment, furniture, furnishings or other personal property in any such Unit) and the Residential Board, or the Insurance Trustee, as provided in the Condominium By-Laws, shall disburse the proceeds of all applicable insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If the insurance proceeds are insufficient to cover the cost of repairs or restoration, Unit Owners may be assessed for such deficiency. If there is a surplus of insurance proceeds, the surplus shall be paid to Unit Owners in accordance with the following paragraph, except that no payment shall be made to a Unit Owner until there has first been paid out of his or her share,

such amounts as may be necessary to reduce unpaid liens on his or her Unit, other than Permitted Mortgages, in the order of priority of such liens.

If only the Non-Residential Units (or a portion thereof) are destroyed or damaged by fire or other casualty and if the net insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the affected Non-Residential Unit Owners will bear the entire amount of the deficit, or shall receive all of the excess, as the case may be, in proportion to their respective Common Interests. Similarly, if only the Residential Units and/or the Residential Limited Common Elements are damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared by all Residential Unit Owners in proportion to their respective Common Interests. If said damage or destruction by fire or other casualty affects the General Common Elements, or any combination of (i) the Non-Residential Units and (ii) the Residential Units, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners, or by the Unit Owners of the affected portions of the Building, as appropriate, in proportion to their respective Common Interests.

Any surplus allocable to any Residential Unit pursuant to the applicable provision of the Residential By-Laws shall first be lessened by such amounts as may be required to discharge unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of priority of such liens, and the remaining surplus, if any, shall then be paid to the owner of such Unit.

Notwithstanding any of the foregoing, if three-fourths or more of the Building is destroyed or substantially damaged and if 75% or more in Common Interest of all Unit Owners do not duly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor, as if the Building were owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners: (i) first, by apportioning such proceeds in the aggregate among each class of Unit (i.e., Residential and Non-Residential) pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers (one of whom shall be selected by the Residential Board, one of whom shall be chosen by the Non-Residential Unit Owners, and the third chosen by the other two appraisers); and (ii) then among the Unit Owners within each class of Unit in proportion to the respective Common Interests of such Units; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

18. Insurance

Under Article 11 of the Condominium By-Laws, until payment of the debt under the mortgage securing Sponsor's construction loan (the "Construction Mortgage") in full or assignment of such mortgage by Construction Lender to Sponsor's designee, whichever occurs first, the Residential Board, the Hotel Board and the Condominium Board must comply with the provisions of the Construction Mortgage which set forth each such Board's obligations with respect to the maintenance of insurance during such period.

Furthermore, under Article 11 of the Condominium By-Laws, subject to the provisions of the preceding sentence, the Condominium Board is required to obtain and maintain, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) fire insurance with coverage for special causes of loss, including, flood earth movement and seepage from sewers and drains and vandalism and malicious mischief endorsements, insuring the entire Building (including the physical structure of each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit), together with all service machinery contained therein, and covering the interests of the Condominium, each Board and all Residential Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building on a replacement cost basis (exclusive of foundation and footings), without deduction for depreciation; (b) business income, extra expense rent insurance in an amount equal to General Common Charges for one year; (c) workers' compensation and New York State disability benefits insurance, as required; (d) boiler and machinery insurance; (e) collision insurance; (h) fidelity insurance covering all Condominium Board members, officers, directors and employees of the Condominium, the Residential Section and any managing agents; (i) directors' and officers' errors and omissions coverage; and (j) such other insurance as the Condominium Board may from time to time determine. (Notwithstanding the foregoing, the Condominium Board will at all times maintain any insurance coverage required pursuant to any mortgage or other security instrument granted by Sponsor, or any affiliate thereof, prior to the First Residential Closing.)

The amount of fire insurance and all risk extended coverage to be maintained until the first meeting of the Residential Board following the First Annual Meeting of the Residential Unit Owners shall be in at least the sum of $337,500,000.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least 10 days' prior written notice to the Condominium Board and to all of the insureds, including all Residential Unit Owners and Permitted Mortgagees, who have requested the same from the Condominium Board (or the Residential Board, in the case of a Residential Unit Owner) in writing. Duplicate originals or certificates of insurance of all policies of insurance and of all renewals thereof, if obtainable, together with proof of payment of premiums, shall be delivered to the Residential Board, in all events, and all Unit Owners and Permitted Mortgagees who have requested the same from the Condominium Board in writing. Renewals shall be obtained at least 10 days prior to the expiration of the then current policies.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, commercial general liability insurance against claims for personal injury or bodily injury occurring in, on or about the Property, in such amounts as are carried by prudent owners of comparable properties in the City of New York as the Condominium Board may from time to time determine, covering (1) the Condominium Board and the Residential Board, and the managing agent(s) thereof, and each Board member and each officer and employee of the Condominium, and the Residential Section, and (2) each Residential Unit Owner except that such policy will not cover liability of a Unit Owner arising from occurrences within his or her

own Unit or within the Common Elements, if any, exclusive to its Unit. In no event shall the commercial general liability insurance afford protection to the limit of less than $1,000,000 per occurrence. The insurance discussed above shall also include cross-liability claims of one insured against another.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board may determine. The premiums for all insurance referred to above shall be a General Common Expense and shall be borne by the Unit Owners, in such proportions between them, with consideration of the respective risks, liabilities and replacement values, as are equitable (determined by the respective insurance carriers) as part of Common Charges.

In the event that the Terrorism Insurance Recovery Act is not extended, the Condominium Board may or may not elect, in its sole and absolute discretion, to purchase additional terrorism insurance (provided the same is commercially available) and it should be noted that the expiration of the Terrorism Insurance Recovery Act may adversely affect the pricing of certain insurance premiums.

Neither the Condominium Board nor the Residential Board is required to obtain or maintain any insurance with respect to any property contained in any Unit or any liability with respect to occurrences or operations in or about each Unit or the Limited Common Elements appurtenant thereto. Consequently, all Residential Unit Owners are required to obtain and maintain liability insurance (a personal liability policy if the Residential Unit Owner is an individual or a commercial general public liability policy if the Residential Unit Owner is a corporate entity) against claims for personal injury, death or property damage occurring in, on or about such Unit Owner's Unit or the Common Elements, if any, exclusive to his or her Unit, affording protection of at least $1,000,000 per occurrence, plus at least $5,000,000 umbrella liability coverage. Requirements with respect to such insurance are more particularly set forth in the Residential By-Laws. In addition, all Residential Unit Owners are urged to obtain personal property insurance with respect to the fixtures, furniture, furnishings and other personal property located within their respective Units. Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Residential Board will be on a "replacement cost" and will not cover losses to the extent that market value may exceed such replacement cost.

Unit Owners may carry additional insurance, provided that any such policies shall contain waivers of subrogation, if available, and further provided that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

19. Liability of Residential Board and Residential Unit Owners

Every contract made by the Residential Board, any officer of the Residential Section, or the managing agent thereof shall state that (a) it is being executed by such party only as agent for all Residential Unit Owners, and such Residential Board members, officer or managing agent shall have no personal liability thereon (except in their capacities, if any, as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the

aggregate Common Interests of all Residential Unit Owners, and (ii) to the extent permitted by Legal Requirements or as otherwise determined by the Residential Board in its sole and absolute discretion, such Unit Owner's interest in his or her Unit and its appurtenant Common Interest.

To the extent permitted by applicable Legal Requirements, Residential Board members shall have no liability to the Residential Unit Owners, except that a Residential Board member shall be liable for his or her own bad faith or willful misconduct. The Residential Board may contract or effect any other transaction with any Residential Board member, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct. All Residential Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Residential Board member against any liability or claim except those arising out of the bad faith or willful misconduct of such member.

20. Amendments to Condominium Documents

Generally, subject to certain exceptions, any provision of the Declaration, Condominium By-Laws or Residential By-Laws affecting only the Residential Units or the Residential Unit Owners (and not affecting, *inter alia*, the General Common Elements) may be amended, added to or deleted by affirmative vote of at least 66-2/3% in number and in Common Interest of the Residential Unit Owners.

21. Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition until: (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the Condominium By-Laws; or (b) such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by a vote of at least 80% both in number and aggregate of the Common Interests of all Unit Owners. No such vote shall be effective, however: (a) without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Residential Mortgagee Representatives, if any, and a majority of the Condo Hotel Mortgagee Representatives (as such term is defined in the Declaration), if any; and (b) without the written consent of the Sponsor or any other owner of Unsold Residential Units for so long as any such Person owns any Unsold Residential Unit(s), provided that in no event shall any such consents in this clause (b) be required more than five years after the earlier to occur of the First Residential Closing or the First Condo Hotel Closing (as such term is defined in the Condominium By-Laws).

To the fullest extent permissible under Legal Requirements, each Unit Owner shall be deemed to have waived any right to seek partition of the Property. In the event said withdrawal is authorized as aforesaid, and only to the extent the waiver contained in the preceding sentence shall be inapplicable or unenforceable, 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, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners: (i) first, by apportioning such proceeds among the Residential Units (in the aggregate), the Hotel Units (in the aggregate), the Club Unit and the Accessory Unit pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers

(one of whom shall be selected by the Residential Board, one of whom shall be selected by the Transient Hotel Unit Owner and the third selected by the Accessory Unit Owner); and (ii) then, among the Unit Owners of each class of Unit 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 its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

22. Residential Units Acquired by the Residential Board

All Residential Units acquired or leased by the Residential Board or its designee shall be held by the Residential Board, or its designee, on behalf of all Residential Unit Owners. The rent or purchase price, closing costs and adjustments payable in connection therewith shall be assessed against all Residential Unit Owners. No Residential Units held by the Residential Board shall carry any voting rights.

The purchase of any Residential Unit by the Residential Board or its designee, on behalf of all Residential Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Residential Board by or on behalf of Residential Unit Owners. If the funds in such accounts are insufficient to effectuate any such purchase, the Residential Board may levy an assessment against each Residential Unit in proportion to its respective Common Interest, as a Residential Common Charge, and/or the Residential Board may, in its discretion, finance the acquisition of such Unit, subject to the limitations on borrowing otherwise set forth herein, and in the Residential By-Laws and Declaration, and provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Residential Section (except to the extent permitted by law) other than the Unit to be purchased together with its appurtenant interest in the Common Elements.

23. Procedure to Review Real Estate Tax Assessments

The Residential Board, on behalf of and as agent for all Residential Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Residential Units. All Residential Unit Owners will share the costs in connection therewith and the benefits derived therefrom. In the event any Residential Unit Owner individually seeks to have the assessed valuation of his or her Unit reduced by bringing a separate certiorari proceeding, the Residential Board, 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 Residential Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) resulting from such proceedings. Non-Residential Unit Owners shall pursue any such proceedings separately and not as part of the proceedings described in this paragraph in respect of the Residential Units.

24. Mechanics' Liens

Under the current provisions of the New York Condominium Act, no lien of any nature may arise or be created against any of the Common Elements, except with the unanimous

consent of all Unit Owners. Liens may arise or be created against only the several Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the Common Elements shall be the basis for a lien thereon but all Common Charges received by the Condominium Board or the Residential Board, as the case may be, shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of such Board or the managing agent acting on its behalf.

25. Easements

In order to facilitate the operation and maintenance of the Residential Section and the sale or leasing of the Units therein, each of the Residential Units will be subject to certain easements, including, but not limited to, easements in favor of Sponsor. These easements, which are more particularly set forth in Article 15 of the Declaration, include an easement in favor of each Residential Unit Owner to install, operate, maintain, repair, alter, rebuild, restore and replace Common Elements and, generally, an easement of support and of necessity in favor of all Units and the Common Elements. Additionally, the Condominium Board, Sponsor and Sponsor's designee will each have an easement to install and maintain pipes, conduits, wires, ducts and other facilities in the space between the underside of each such floor slab and the top surface of each Unit's finished ceiling, without any need to obtain the consent of any Unit Owner with respect to the same. These easements shall be exercised in a manner that will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units or with the use of such Units for their permitted purposes. As is set forth in more detail in the Declaration and Condominium By-Laws, each of the Non-Residential Unit Owners shall likewise have similar easements benefiting and burdening its Unit.

Pursuant to a certain light and air easement made by Sponsor, as the owner of the property located at 22 Central Park South which currently serves as a residential building and adjoining the Building to the west, Sponsor has granted a perpetual and exclusive easement for unrestricted light and air over 22 Central Park South, New York, New York (designated as Block 1274, Lot 55 on the Tax Map of the City of New York, "22 CPS") above a horizontal plane drawn at an elevation of 155.89 feet above the datum level used by the Topographical Bureau, Borough of Manhattan, which is 2.75 fee above the National Geodetic Survey Vertical Datum of 1929, mean sea level, Sandy Hook, New Jersey. Such easement (i) prohibits the construction of any building structure, improvement, alteration or addition to 22 CPS that will infringe upon the easement, (ii) runs with the affected lands, buildings and improvements, (iii) benefits the owner of 768 Fifth Avenue, New York, New York (designated as Block 1274, Lot 25 on the Tax Map of the City of New York) and its successors and assigns thereof, and (iv) is binding on the owner of 22 CPS, and its successors and assigns. Such light and air easement is subordinate to the 22 CPS Lease which expires on April 3, 2008.

Sponsor does not own any air development rights with respect to the Property and is not reserving the right to transfer air development rights to adjoining buildings, including 22 CPS.

Additionally, Sponsor will be entering into a Restatement Declaration of Easements, Covenants and Restrictions (the "Restatement") in order to restate, clarify and consolidate certain easements, covenants and restrictions (collectively, "EC&R's") documented in the 22 CPS Lease and certain recorded documents. The EC&R's relate to systems and operations of 22 CPS. The 22 CPS steam system and electrical service (for the basement of 22 CPS) are connected to and reliant upon the Building. Employees and personnel of the Building use space in the basement of 22 CPS for various reasons, including, but not limited to, (i) rooms for security and fire personnel, (ii) an employee entrance, (iii) an emergency exit and (iv) basement space necessary for maintenance and upkeep of ventilation/exhaust ducts. The easements imposed by the contemplated Restatement shall (a) run with the lands, buildings and improvements affected thereby; and (b) inure to the benefit of and be binding upon the owner(s) of 22 CPS and the Building.

The Restatement provides for easements in favor of the owner of the Building ("Plaza Owner") for ingress and egress over portions of the basement areas of 22 CPS. 22 CPS Owner is entitled to the benefits of an Emergency Exit Agreement entered into between Plaza Owner and the New York City Transit Authority, providing an easement for emergency exit to 59th street. There is also egress through certain 22 CPS basement areas to the Hotel Section kitchen area. Such basement areas are used by the Building and 22 CPS for, among other things, emergency egress (from the Building to a landing located on 22 CPS) for employees and agents of Building and 22 CPS. Residential tenants of 22 CPS are not authorized and do not have access to such basement areas. In addition, the Restatement provides rights to Plaza Owner for (i) access to pipes and conduits located in 22 CPS in connection with the Building's providing steam (for heat and hot water) and electrical service to the basement of 22 CPS and (ii) maintenance and repairs of such areas. Upon a sale of 22 CPS, Plaza Owner shall have the option (within 180 days from the date of such sale) to discontinue (by written notice to the owner of 22 CPS ("22 CPS Owner")) steam service to 22 CPS. If such option is exercised, then 22 CPS Owner must procure, at its sole cost and expense, steam service from the public utility within one year from the date of such discontinuation notice. Plaza Owner is required to maintain commercial general liability and property insurance (naming 22 CPS Owner as an additional insured), insuring claims for bodily injury or property damage occurring on, in or about the easement areas. 22 CPS Owner is required to pay to Plaza Owner its allocated cost of the steam being provided to the Building to 22 CPS. 22 CPS Owner is also required to maintain property insurance coverage in sufficient amounts to rebuild and/or reconstruct the portions of 22 CPS necessary to all safe ingress, egress and unimpaired access through the easement areas. 22 CPS Owner has a right to terminate the easements in the Restatement if: (i) Plaza Owner ceases use of the easement areas for a continuous period of two years; (ii) the ground floor use of the Building changes from hotel or condominium use; or (iii) the Building is substantially destroyed by casualty and subsequently rebuilt. Notwithstanding the foregoing, the Restatement can only be changed, modified or amended by an instrument in writing executed by Plaza Owner and 22 CPS Owner, and approved by their respective mortgagees of record. Notwithstanding the fact that the Restatement runs with the lands, buildings and improvements affected thereby, Sponsor has no right to terminate the easements described herein and the Restatement does not allow the Plaza Owner to terminate any current means of egress from 22 CPS.

26. Lot Line Windows

The windows on the west façade on the southerly section of the Building from floor 8 through floor 13 will be provided with sprinklers due to the proximity and construction of the building on the adjacent lot to the west. These windows may be required to be reduced in size and/or be provided with sprinklers, where not currently provided, if 22 CPS is ever redeveloped with one or more buildings of different configurations than that now located on the same. The rooms having these windows have other windows that, under the existing building codes, will satisfy light, air and other requirements for the lawful use of such rooms for habitation purposes. These windows in the Residential Units are identified on the Floor Plans included as Exhibit 5 in Part II of the Plan.

The Property is benefited by a light and air easement, which protects the windows on the west façade on the northerly section of the Building (these windows on floors 5-13 will be provided with sprinklers due to the proximity and construction of the adjacent building to the west). Therefore, any future development (alteration or new construction) on the adjacent lot would be required, by any governing authorities having jurisdiction, to respect the legal light and air for these windows and not create a non-conforming condition. These windows in the Residential Units are identified on the Floor Plans included as Exhibit 5 in Part II of the Plan.

Pursuant to a certain light and air easement made by Sponsor, as the owner of the property located at 22 Central Park South and adjoining the Building to the west, has granted a perpetual and exclusive easement for unrestricted light and air over 22 CPS above a horizontal plane drawn at an elevation of 155.89 feet above the datum level used by the Topographical Bureau, Borough of Manhattan, which is 2.75 fee above the National Geodetic Survey Vertical Datum of 1929, mean sea level, Sandy Hook, New Jersey. Such easement (i) prohibits the construction of any building structure, improvement, alteration or addition to 22 CPS that will infringe upon the easement, (ii) runs with the affected lands, buildings and improvements, (iii) benefits the owner of 768 Fifth Avenue, New York, New York (designated as Block 1274, Lot 25 on the Tax Map of the City of New York) and its successors and assigns thereof, and (iv) is binding on the owner of 22 CPS, and its successors and assigns. Such light and air easement is subordinate to the 22 CPS Lease which expires on April 3, 2008.

27. Signage

There will be signs, notices, advertisements and illuminations (collectively "Signage") in various exterior portions of the Building, on or at windows and in interior public spaces of the Building, which may be affixed by the Residential Board, the Condominium Board, the Hotel Board and/or one or more of the Non-Residential Unit Owners, all as provided in the Condominium By-Laws. The Condominium By-Laws (which are presented as Exhibit 7 in Part II of the Plan) contain general guidelines governing Signage. Sponsor makes no representation and shall have no liability whatsoever with respect thereto. Such Signage may include, without limitation, the name of the Building and/or the Condominium, the identity of the stores occupying all or any portion of the Non-Residential Units. The Residential Board will have approval rights and will control any signage proposed to be placed within or upon the Residential Limited Common Elements and on the exterior windows of any Residential Unit.

U. REAL ESTATE TAXES

The projection of the real estate taxes that will be payable for each of the Residential Units during the projected First Year of Residential Section Operation is based upon an estimate that the aggregate real estate taxes for the Residential Units upon completion of construction for such first year will be approximately $9,211,261. This estimate has been based upon: (a) estimates made by The Leitner Group, Inc., Sponsor's real estate tax consultant, that the approximate assessed values of the Residential Units upon completion of renovation of the Building during the 2006/2007 and during the 2007/2008 tax year, will be $73,339,525; (b) a projection that the tax rate in effect for the twelve month period commencing July 1, 2006, and applicable for the first nine months of the projected First Year of Residential Section Operation, as to the Residential Units will average $12.461 per $100 of assessed valuation; and (c) a projection that the tax rate in effect for the twelve month period commencing July 1, 2007, and applicable for the final three months of the projected First Year of Residential Section Operation, as to the Residential Units will average $12.856 per $100 of assessed valuation. The projection of the real estate taxes that will be payable during the 2007/2008 tax year is approximately $9,428,529.

No guaranty or assurance is given that: (i) any of the assumptions described above will be valid; (ii) any projected or estimated amount set forth above (including, without limitation, the estimates of the assessed valuations during the projected First Year of Residential Section Operation, the estimates of the portions of such assessed valuations that will be allocable to the Units and the projection of the average real estate tax rates that will be in effect during such first year) will approximate the actual amount; (iii) the estimated or actual amount of assessed value of the Property, or any portion thereof, following the projected First Year of Residential Section Operation and the taxes payable based upon such assessment (which may be significantly higher to the extent that a portion of the Property is not fully assessed during such First Year); or (iv) the Real Estate Tax Assessment Bureau of the New York City Department of Finance will allocate the Property's aggregate assessed valuation between the Units or classifications of Units in accordance with the values used by Sponsor's real estate tax consultant for such purpose, or that such bureau will allocate the aggregate assessed valuation attributable to the Residential Units among such Units as described above. Sponsor will amend the Plan promptly to disclose the same if it discovers that any of such assumptions are invalid as well as after the Residential Units have been assessed and the applicable tax rate determined.

Although it is anticipated that the Property will be assessed based on its status as a partially renovated property in the 2006/2007 tax year and thus the real estate taxes may actually be lower for that tax year, for purposes of this Plan the projected taxes are computed at assumed full assessment.

Until the Units are separately assessed, each Residential Unit Owner will pay to the Residential Board a share of the Property's real estate taxes for the period in question calculated as follows: the total real estate taxes for the Condominium will be allocated among the categories of Units on the basis of approximately 50.13% of such taxes to the Residential Units; 31.16% of such taxes to the Transient Hotel Unit and the Condo Hotel Units; 17.22% of such taxes to the Accessory Unit; and 1.48% of such taxes to the Club Unit. These allocation percentages reflect the relative approximate Common Interest of each of these Units or classes of

Units. The share 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 each such Unit set forth in Schedule A above bears to the total initial offering prices of all Residential Units set forth in Schedule A. The Residential Board will pay (or cause to be paid) such real estate taxes timely to the Department of Finance of The City of New York, or directly to Sponsor if Sponsor has paid such taxes, so that no lien will be placed on any portion of the Residential Section or on any Residential Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Residential Unit in a timely manner and as a result of such failure a lien is placed on the Residential Section and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. If Residential Unit Owners fail to pay their pro rata share of real estate taxes as set forth above, the Residential Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid share were Residential Common Charges. (See "Collection and Lien for Non-Payment of Common Charges" in Part I, Section R, for further discussion.) A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from the non-payment of real estate taxes assessed against any other Units. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

There is no assurance that the proration of taxes described in the paragraph above will equal the actual amount of real estate taxes which will be assessed against the Residential Units, and the actual amounts may vary considerably from the method set forth above.

Real estate taxes will be adjusted between Sponsor and each Purchaser at the closing of title to each Residential Unit based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the Residential Common Charges to the Residential Board. If real estate taxes have been separately assessed to each Unit as of the closing, then the adjustment shall be based on the Unit's actual taxes for such period. If the real estate taxes have not been separately assessed to each Unit as of the closing, then the adjustment shall be determined by allocating to the Unit in question a prorated portion of the actual taxes for the entire Residential Section for such period determined as provided in the Residential By-Laws.

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V. INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the Plan was prepared by Sponsor based, in part, upon the opinion of Sponsor's Counsel, a copy of which opinion is included herein in Part I, Section W of the Plan. Prospective Purchasers should refer to such opinion letter itself for a more detailed discussion of the tax consequences summarized below.

Prospective Purchasers should note that the opinion letter addresses the tax consequences that would result from the ownership of a Residential Unit by an individual resident of New York for use as his or her own principal or secondary residence. It does not address, among other things, the tax consequences that might result from the ownership of a Residential Unit by a taxpayer that is not an individual or who is a foreign person. It also does not address the tax consequences that might result from the ownership of a Residential Unit that is held by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income. Further, the opinion letter does not address the tax consequences that might result from the ownership of a Non-Residential Unit or a Storage Bin License.

KRAMER LEVIN NAFTALIS & FRANKEL LLP IS COUNSEL TO SPONSOR AND NOT TO ANY PURCHASER UNDER THE PLAN. EACH PURCHASER SHOULD CONSULT WITH HIS OR HER OWN TAX COUNSEL, ACCOUNTANT OR OTHER FINANCIAL ADVISOR AS TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF A RESIDENTIAL UNIT.

1. Deductibility of Real Estate Taxes and Mortgage Interest

Each Residential Unit Owner will own legal (fee simple) title to his or her Residential Unit, together with an undivided interest in the Common Elements. Subject to certain restrictions, each Residential Unit Owner may mortgage his or her Residential Unit, and thereby become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. Additionally, each Residential Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. As a result, each Residential Unit Owner will be individually liable for the real estate taxes and assessments levied against his or her Residential Unit.

Generally, it is the opinion of Sponsor's Counsel that each Residential Unit Owner will, under the present income tax laws and regulations, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for:

(a) the real estate taxes assessed against his or her Residential Unit and paid by such Residential Unit Owner; and

(b) subject to certain qualifications and limitations discussed below, "qualified residence interest" paid by such Residential Unit Owner with respect to such Residential Unit.

Qualified residence interest includes interest paid by the Residential Unit Owner on: (i) debt used to acquire, construct or substantially improve any "qualified residence," as defined

below, and secured by such residence, up to $1,000,000 ($500,000 in the case of a married individual filing a separate return); and (ii) other indebtedness secured by a qualified residence, up to $100,000 ($50,000 in the case of a married individual filing a separate return). Interest on home mortgage indebtedness in excess of these limitations is not deductible.

A "qualified residence" means: (i) the "principal residence" of the Residential Unit Owner and (ii) one secondary residence selected by the Residential Unit Owner.

Prospective Purchasers should note that no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (except in the case of "points" paid under certain circumstances), and that the deductions for real estate taxes and qualified residence interest may be subject to the overall limitation on the allowance of itemized deductions.

No portion of the Residential Common Charges payable by Residential Unit Owners attributable to real estate taxes assessed against the Resident Manager's Apartment (which will be owned by the Residential Board on behalf of all Residential Unit Owners) or interest on any mortgage indebtedness the Residential Board incurs to acquire or refinance the Resident Manager's Apartment will be deductible by a Residential Unit Owner.

2. Taxation of the Condominium

The Condominium Board (which governs the Property as a whole) will, from time to time, assess General Common Charges, and the Residential Board (which governs the particular affairs of the Residential Section) will, from time to time, assess Residential Common Charges against the Residential Unit Owners.

In certain circumstances, a condominium board may elect to be treated as a "homeowners association" within the meaning of Internal Revenue Code Section 528(c) and, therefore, could elect to be exempt from Federal income tax on common charges received from Residential Unit Owners ("exempt function income"). In order for a condominium board to qualify to make such election, Section 528 and the Treasury Regulations promulgated thereunder require, among other things, that at least 85% of the total square footage of all the units within the project be used by individuals for residential purposes, and that certain gross income and expenditure tests be met.

The Residential Board may be eligible to make this election if the other requirements of Section 528 are met because it is currently anticipated that more than 85% of the total square footage of all the Units in the Residential Section will be used by individuals for residential purposes. For any taxable year for which the Residential Board elects to be treated as a homeowners association under Section 528, it will be subject to tax at a 30% rate on the excess of its non-exempt function income over the allowable deductions (computed with certain modifications) directly connected with the production of such income.

The Condominium Board will not be eligible to elect to be treated as a homeowners association under Section 528 because less than 85% of the total square footage of all Units in the Condominium will be used for residential purposes.

The status of a condominium board for Federal, New York State and New York City income tax purposes is uncertain if the condominium board does not qualify under Code Section

528, as will be the case with respect to the Condominium Board, and as may be the case with respect to the Residential Board. Absent the application of Code Section 528, if the Condominium Board and the Residential Board are deemed to be merely conduits for the Unit Owners and the Residential Unit Owners, respectively, all income earned by the Condominium Board and the Residential Board, less the expenses incurred in earning such income, would be deemed to constitute income to all Unit Owners and Residential Unit Owners, respectively, and be taxable to them. However, under this analysis, Residential Common Charges might not be considered income to the Residential Board and General Common Charges might not be considered income to the Condominium Board.

If the Condominium Board or the Residential Board were to be treated as a separate entity, it is unclear whether it would be taxable as a corporation or treated as a partnership. If either Board is taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions and return filing requirements and would be subject to Federal corporate income tax, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium Board or Residential Board is treated as a partnership, the Unit Owners or Residential Unit Owners, respectively, (but not the Board) would be subject to Federal and New York State income tax on the taxable income of the Condominium Board or the Residential Board. In addition, in that instance the Condominium Board or the Residential Board may be subject to the New York City Unincorporated Business Tax. In determining the taxable income of the Condominium Board or the Residential Board, the deductions attributable to furnishing services to Unit Owners or Residential Unit Owners, respectively, may be limited to membership income. Certain amounts expended for the benefit of Unit Owners, and possibly rebates, if any, to Unit Owners of excess membership dues, fees or assessments, may be treated as distributions to them.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will allow any of the deductions mentioned in this Section U or that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which counsel to Sponsor bases its opinion, will not change. In addition, no warranties are given by Sponsor, counsel to Sponsor, the Selling Agent, the Residential Managing Agent or any other person connected with this offering, with respect to the tax consequences of the Plan or the tax consequences of ownership of any Units offered under the Plan, and no one has been authorized to give any such warranties.

Internal Revenue Service Circular 230 Disclosure. This discussion was written to support the promotion or marketing of the sale of Residential Units. To ensure compliance with requirements imposed by the Internal Revenue Service, we are informing you that this discussion was not intended or written to be used, and cannot be used, by any taxpayer, including purchasers of Residential Units, for the purpose of avoiding tax-related penalties that may be imposed on the taxpayer under the Code. Purchasers of Residential Units should seek advice based on their particular circumstances from an independent tax advisor.

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W. OPINIONS OF COUNSEL

TAX OPINION OF SPONSOR'S COUNSEL

December 7, 2005

CPS 1 Realty LP
c/o El-Ad Properties NY LLC
225 Fifth Avenue
New York, New York 10010

Re: Plaza Condominium Residences Offering Plan for
The Plaza Condominium (the "Condominium")

To Whom It May Concern:

You have requested our opinion concerning (i) the deductibility, for Federal, New York State and New York City income tax purposes, of mortgage interest and real estate taxes paid by individual residents of New York who purchase Residential Units pursuant to the above-referenced offering plan (the "Plan"), and (ii) the income tax treatment to the Residential Board and the Condominium Board of the assessments payable by Unit Owners to meet common expenses of the Condominium ("Common Charges").

In connection with rendering this opinion, we have reviewed the Plan (including the exhibits thereto), relevant sections of the Internal Revenue Code of 1986, as amended (the "Code"), the New York State Tax Law, the New York City Administrative Code, the Regulations promulgated thereunder and such other material as we deemed relevant. The opinions expressed herein are based upon the assumptions that (1) the Plan becomes effective and is consummated in accordance with its terms, (2) condominium ownership of Residential Units located in the premises known as The Plaza Condominium is established under applicable law and (3) the legal consequences of the Plan are as described therein. Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

The Plan provides for the establishment of condominium ownership of the land and building, and appurtenances thereto, comprising The Plaza Condominium, situated at 768 Fifth Avenue, New York, New York. The Condominium will be comprised of Residential Units, Non-Residential Units, and Common Elements. This opinion addresses certain of the Federal, New York State and New York City income tax consequences that would result from the ownership of a Residential Unit by an individual resident of New York for use as his or her own principal or secondary residence. It does not address, among other things, the tax consequences of ownership of Non-Residential Units or Storage Bin Licenses by any person or entity, and does not address the tax consequences of the ownership of Residential Units by corporations, other entities or foreign persons.

Deductibility of Mortgage Interest and Real Estate Taxes

Each Residential Unit Owner will own his or her Residential Unit and an undivided interest in the Common Elements in fee simple and, under New York State Law, each Residential Unit (including its undivided interest in the Common Elements) will be taxed as a separate parcel for real estate tax purposes. Each Residential Unit Owner may mortgage his or her Residential Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness, and will be liable to the local tax authority for the tax assessment with respect to his or her interest in the Residential Unit. Under these circumstances, the Internal Revenue Service has ruled that the owner of a residential condominium unit who itemizes deductions in filing his or her Federal income tax returns may deduct interest paid on his or her mortgage indebtedness and the real estate taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.

Based on the foregoing, and subject to the limitations expressed herein, it is our opinion that each individual Residential Unit Owner who itemizes deductions will be entitled under current law to deduct from his or her gross income for Federal, New York State and New York City income tax purposes, real estate taxes assessed against his or her Residential Unit and paid to the local authority, subject to an overall limitation on itemized deductions as set forth in section 68 of the Code, and applicable New York State and New York City limitations. However, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax. Residential Unit Owners should consult their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes, and the effect of the alternative minimum tax.

A taxpayer generally is entitled to a deduction for Federal income tax purposes for interest paid during the taxable year on "acquisition indebtedness" or "home equity indebtedness" with respect to a "qualified residence" of the taxpayer. A "qualified residence" means the principal residence of the taxpayer and one other residence of the taxpayer selected by the taxpayer for the taxable year. "Acquisition indebtedness" means any indebtedness which is secured by any qualified residence of the taxpayer and which is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt). The aggregate amount treated as acquisition indebtedness for any period cannot exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return). "Home equity indebtedness" means any indebtedness (other than acquisition indebtedness) secured by a qualified residence, up to the excess of the fair market value of such qualified residence over the amount of acquisition indebtedness with respect to such residence. The aggregate amount treated as home equity indebtedness for any period cannot exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Accordingly, an owner of a Residential Unit who itemizes deductions and who uses such Residential Unit as a qualified residence will be entitled, under current law, to deduct from his or her gross income, subject to an overall limitation on itemized deductions as set forth in section 68 of the Code, for Federal income tax purposes, interest paid by him or her on (i) acquisition indebtedness incurred with respect to such Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return) and

(ii) home equity indebtedness with respect to such Residential Unit to the extent that such indebtedness, when added to the amount of home equity indebtedness incurred with respect to a second qualified residence (if any), does not exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Since the rules and limitations regarding the deductibility of home mortgage interest are complex, purchasers are urged to consult their tax advisers regarding the application of such rules to them, as well as regarding the deductibility of interest with respect to their Residential Units for alternative minimum tax purposes (which at present is subject to rules different from those described above for regular tax purposes). In addition, owners of Residential Units should consult their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and on the overall limitation on the allowance of itemized deductions.

Each owner of a Residential Unit who uses such Residential Unit as a residence will generally be entitled to the same deduction for interest and real estate taxes paid or accrued with respect to such Residential Unit for New York State and New York City income tax purposes as is allowed for Federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as interest and real estate tax deductions, are subject to reduction by as much as 50 percent in the case of individuals having income exceeding certain prescribed levels. Furthermore, purchasers should consult their tax advisers to determine the application, if any, of the New York State and New York City minimum tax to the deduction for interest and real estate taxes with respect to their Residential Units.

Common Charges

Under the Plan, the Condominium Board and the Residential Board will, from time to time, assess Common Charges against the Unit Owners and the Residential Unit Owners, respectively, generally in proportion to their respective percentage interests in the Common Elements in order to pay the costs and expenses of operating, repairing, and maintaining the General Common Elements and Residential Limited Common Elements, respectively.

In certain circumstances, a condominium board may elect to be treated as a "homeowners association" within the meaning Code section 528(c) and, therefore, could elect to be exempt from Federal income tax on its exempt function income. In order for a condominium board to qualify to make such election, section 528 requires, among other things, that substantially all of the units in the condominium be used by individuals for residences. The Treasury Regulations promulgated under section 528 state that substantially all of the condominium units will be considered as used by individuals for residences if at least 85 percent of the total square footage of all the units within the project is used by individuals for residential purposes. As it is currently anticipated that more than 85 percent of the total square footage of the Residential Section will be used by individuals for residential purposes, the Residential Board may be eligible to elect to be treated as a homeowners association, provided that the other requirements of section 528 are met. Among such requirements are that 60 percent or more of the gross income of the Residential Board for the taxable year be exempt function income, and that 90 percent or more of the expenditures of the Residential Board for the taxable year be expenditures for the acquisition, construction, management, maintenance, and care of association property. "Exempt function income" means amounts received as membership dues, fees, or assessments

from Residential Unit Owners in their capacity as such, if such amounts are used by the Residential Board for qualifying purposes.

For any taxable year for which the Residential Board elects to be treated as a homeowners association under section 528, it will be subject to Federal taxation only on its homeowners association taxable income for such year. Such tax will be imposed at the rate of 30 percent. For this purpose, "homeowners association taxable income" is defined as an amount equal to the excess (if any) of the gross income for the taxable year (excluding any exempt function income) over allowable deductions that are directly connected with the production of the gross income (excluding exempt function income). Such allowable deductions are computed with certain modifications, including the disallowance of the net operating loss deduction and special deductions otherwise allowable to corporations, including the deduction for dividends received and the amortization of organizational expenditures.

The Condominium Board will not be eligible to elect to be treated as a homeowners association under section 528 because less than 85 percent of the total square footage of all Units in the Condominium will be used for residential purposes.

The status of a condominium board for Federal, New York State and New York City income tax purposes is uncertain if the board does not qualify under section 528, as will be the case with respect to the Condominium Board, and as may be the case with respect to the Residential Board. Absent the application of section 528, the present state of the law is uncertain as to the proper reporting and tax treatment of the income of the Condominium Board and the Residential Board derived from Unit Owners ("membership income") and others ("nonmembership income") in excess of appropriate deductions and credits. It is possible that the Residential Board and the Condominium Board could be viewed as an agent or conduit for Residential Unit Owners and Unit Owners, respectively, in which case each Residential Unit Owner and Unit Owner would be required to report his or her proportionate share of nonmembership and possibly membership income (and the deductions attributable thereto) directly on his or her own tax return. Alternatively, the Internal Revenue Service may take the position that each of the Condominium Board and Residential Board should be treated as a separate entity. In that case, it is unclear whether the Residential Board and the Condominium Board would be taxable as corporations or treated as partnerships. If either the Condominium Board or the Residential Board is taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions and return filing requirements and would be subject to Federal corporate income tax, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium Board or the Residential Board is treated as a partnership, the Unit Owners or the Residential Unit Owners, respectively, (but not the Boards) would be subject to Federal and New York State income tax on the taxable income of the Boards. In addition, in that instance the Condominium Board or the Residential Board, as applicable, may be subject to the New York City Unincorporated Business Tax. In determining the taxable income of the Condominium Board and the Residential Board, each Board's deductions attributable to furnishing services to Unit Owners and Residential Unit Owners, respectively, may be limited to its membership income. Certain amounts expended for the benefit of Unit Owners and possibly rebates, if any, to Unit Owners of excess membership dues, fees or assessments, may be treated as distributions to them.

We express no opinion concerning (a) any Federal, New York State or New York City tax consequences not explicitly discussed in this opinion, (b) any other aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or (c) the tax status and tax consequences of the Plan under the laws of any other state, local or foreign jurisdiction. Except as explicitly provided, this opinion does not address (i) tax consequences which may result with respect to any Residential Units held in connection with a trade or business, or any Residential Units held for purposes of investment or for the production of income, (ii) tax consequences which may result to a foreign Residential Unit Owner by reason of his or her foreign status or (iii) tax consequences which may result from the purchase of a Non-Residential Unit. This opinion also does not discuss the tax consequences which may arise if Residential Units or Common Elements are acquired and/or leased by the Residential Board or the issue of whether a Residential Unit Owner may be deemed to be a resident of the United States, New York State, or New York City as a result of the ownership of a Residential Unit and the attendant income, estate or other tax consequences. We advise, therefore, that each person contemplating the purchase of a Residential Unit consult his or her own tax adviser concerning all such tax matters, as well as with respect to the matters discussed in this opinion.

It should be noted that this opinion is based solely on the facts and documents referred to above and is not binding on the Internal Revenue Service, the New York State Department of Taxation and Finance, or the New York City Department of Finance. Moreover, the Federal, New York State and New York City tax laws and regulations and the rulings and decisions thereunder may change and thereby affect the opinions stated above in whole or in part. We undertake no obligation to update, modify or supplement this opinion in the event of any such change in applicable law, although we have advised Sponsor that it is obligated to do so.

This opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event will Sponsor, we, the Condominium Board, the Residential Board, the Selling Agent, the Residential Managing Agent or any other person be liable if there are changes in the facts on which we relied in issuing this opinion or if there are changes in the applicable statutes, regulations, rulings or decisions on which we relied which cause the Residential Unit Owners not to be entitled to the income tax deductions described above or which affect the tax treatment of the Condominium Board and the Residential Board as described herein.

Internal Revenue Service Circular 230 Disclosure. This opinion was written to support the promotion or marketing of the sale of Residential Units. To ensure compliance with requirements imposed by the Internal Revenue Service, we are informing you that this opinion was not intended or written by us to be used, and cannot be used, by any taxpayer, including purchasers of Residential Units, for the purpose of avoiding tax-related penalties that may be imposed on the taxpayer under the Code. Purchasers of Residential Units should seek advice based on their particular circumstances from an independent tax advisor.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan and references to our name in the Plan.

Very truly yours,

Kramer Levin Naftalis & Frankel LLP

KRAMER LEVIN NAFTALIS & FRANKEL LLP

OPINION REGARDING ALLOCATION OF COMMON INTERESTS

December 7, 2005

CPS 1 Realty LP
c/o El-Ad Properties NY LLC
225 Fifth Avenue
New York, New York 10010

Re: The Plaza Condominium (the "Condominium")

To Whom It May Concern:

You have requested our opinion regarding the allocation of common interests to the Units at the Condominium as required by 13 NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion shall have the same meaning as set forth in the Offering Plan (the "Plan") for the Condominium.

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on Schedule A of the Plan and the proposed Declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations made by Gumley Haft Realty as set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Gumley Haft Realty.

Based upon our review of the foregoing, we have determined that Common Interests were allocated pursuant to the method set forth in Real Property Law ("RPL") Section 339-i(1)(iv), *i.e.*, based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

Accordingly, based on the foregoing it is our opinion that RPL Section 339-i has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will the Sponsor, Kramer Levin Naftalis & Frankel LLP, Selling Agent, Residential Managing Agent, the Condominium Board or the Residential Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable law.

Very truly yours,

Kramer Levin Naftalis & Frankel LLP

Kramer Levin Naftalis & Frankel LLP

1177 AVENUE OF THE AMERICAS NEW YORK NY 10036-2714 PHONE 212.715.9100 FAX 212.715.8000 WWW.KRAMERLEVIN.COM
ALSO AT 47 AVENUE HOCHE 75008 PARIS FRANCE
IN ALLIANCE WITH BERWIN LEIGHTON PAISNER: LONDON * BRUSSELS

X. WORKING CAPITAL FUND

The Purchaser of each Residential Unit shall be required to make a contribution at the closing of title to such Unit(s) to or in respect of the working capital fund of the Residential Section (the "Working Capital Fund"). Such contribution shall be in an amount equal to two months' Residential Common Charges then in effect for such Unit pursuant to the budget then in effect for the Residential Section and in accordance with Schedule A hereto, as the same may be amended from time to time.

No reserve fund is being established for the Residential Section. Sponsor has elected not to provide for a reserve fund to be used for capital replacements or repairs in respect of the Residential Section because upon completion of the renovation to be performed by or on behalf of Sponsor as described herein, the Residential Section will be substantially newly constructed.

In addition, although a reserve fund has been established for the Condominium in its budget for the projected First Year of Residential Section Operation of the Condominium (Schedule B-2) to be used by the Condominium Board, which in general has principal responsibility for repairing and maintaining the General Common Elements (such as the roofs and various mechanical, and building systems), such reserve may prove insufficient. In such case or otherwise in the Condominium Board's discretion, subject to the terms of the Condominium By-Laws, the Condominium Board may decide in the future to enhance the reserve fund or pay for necessary repairs or capital items by special assessment or by increasing General Common Charges. Each Residential Unit Owner would be individually liable for the amount of such special assessment against, or increase payable by, the Residential Board to the extent of such Unit Owner's proportionate Common Interest among all Residential Unit Owners.

At the First Residential Closing, Sponsor will apportion the following items with the Residential Board as of the date preceding said closing:

(1) employees' wages, vacation and severance pay, pension and welfare benefits and all other payments or obligations relative to the employees of the Residential Section;

(2) fees for assignable permits and licenses, if any;

(3) charges for steam, gas, electricity and other utilities;

(4) payments under assignable service, maintenance and concession contracts;

(5) water charges and sewer rents on the basis of the fiscal year for which assessed (unless separately assessed to individual Residential Units);

(6) cost of fuel and Building supplies on hand, at Sponsor's cost (plus sales tax);

(7) premiums for transferable insurance policies;

(8) common charges and other amounts prepaid to the Condominium Board in respect of the Residential Section and/or Unsold Residential Units; and

(9) other customary adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Residential Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Residential Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. No such adjustments or apportionments are expected to be substantial. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned.

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 Residential By-Laws as will be determined by the Residential Board, in its sole discretion; and may be augmented by allocations from monthly Residential Common Charges collected by the Residential Board. Other than as provided in the preceding sentence (with respect to monthly Residential Common Charges), Sponsor will not separately contribute to the Working Capital Fund. However, while Sponsor controls the Residential Board, the Working Capital Fund will not be used to reduce estimated Residential Common Charges, and in no event shall any portion of the Working Capital Fund be used to pay any Residential Common Charges attributable to Unsold Residential Units.

No representation is made that the Working Capital Fund, together with the Residential Common Charges, will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of 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 Residential Common Charges or to impose special assessments on Residential Unit Owners.

Neither the Department of Law nor any other governmental agency has passed upon the adequacy of the Working Capital Fund.

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Y. MANAGEMENT AGREEMENT AND CONTRACTS

It is presently contemplated that at or prior to the First Residential Closing, the Residential Board will enter into a management agreement (the "Management Agreement") with El-Ad Properties NY LLC, having an address at 225 Fifth Avenue, Suite 501, New York, New York 10010, on behalf of the Residential Section to act as Residential Managing Agent with respect to the Residential Section. El-Ad Properties NY LLC is owned by The El-Ad Group, Ltd (51%) and Miki Naftali (49%). The El-Ad Group, Ltd. indirectly owns 100% of Sponsor through various subsidiaries.

It is contemplated that the Management Agreement will provide for an initial term of two years commencing on the First Residential Closing and thereafter automatically renewed from month to month, if not otherwise terminated by the Residential Board, on at least thirty (30) days' prior written notice. The Residential Managing Agent will receive an annual fee of $150,000 for each year, which is the prevailing market rate for services and buildings of this type, payable in equal monthly installments. If the Residential Board shall unreasonably refuse to comply with or abide by any proper Legal Requirement, the Residential Managing Agent may terminate the Management Agreement at any time on five (5) days' prior notice in writing to the Residential Board. The Residential Managing Agent may otherwise terminate the Management Agreement on sixty (60) days' prior written notice to the Residential Board.

The management fee will be included in Residential Common Expenses as discussed above in Section E, "Projected Budget for First Year of Residential Section Operation." The Residential Managing Agent will be entitled to additional fees for certain special services performed by it.

The duties and services to be rendered by the Residential Managing Agent are anticipated to include, among others:

(1) billing and collecting Residential Common Charges payable by the Residential Unit Owners;

(2) causing the Residential Limited Common Elements to be maintained, repaired, replaced and altered in the manner deemed advisable by the Residential Board. The approval of the Residential Board is necessary for any expenditure of over $10,000 for any one item of ordinary repairs or alterations (other than emergency repairs or repairs to comply with a governmental notice or order);

(3) contracting for necessary services and purchasing all supplies necessary to properly maintain and operate the Residential Section;

(4) checking all bills received in connection with the maintenance and operation of the Residential Section and causing all such bills and other expenses to be paid;

(5) supervising, hiring and discharging employees necessary for the proper maintenance and operation of the Residential Section;

(6) rendering monthly statements of receipts and disbursements to the Residential Board or other designated entity, upon request;

(7) maintaining payroll records and filing withholding tax statements for employees of the Residential Section;

(8) maintaining accurate sets of books for the Residential Board;

(9) cooperating with the Residential Board's accountants in preparing and submitting annually to the Residential Board an operating budget of the anticipated income and expenses of the Residential Section for the ensuing year;

(10) attending meetings of the Residential Board and annual meetings of the Residential Unit Owners, and preparing agendas and sending notices relating to such meetings, and if requested by the Residential Section, provide a secretary, at the Residential Board's expense to record the minutes of such meetings; and

(11) generally, doing all things deemed reasonably necessary or desirable by the Residential Board for the proper management of the Residential Section and attending to the various needs and comforts of the Residential Unit Owners.

The Residential Board will indemnify the Residential Managing Agent against liability for all claims for all acts properly performed by the Residential Managing Agent pursuant to the management agreement or at the instructions of the Residential Board, provided however, any such indemnification shall not cover any claims resulting from the Residential Managing Agent's gross negligence or willful misconduct.

Notwithstanding anything to the contrary set forth above, the Residential Managing Agent's responsibility under the Management Agreement shall not extend to supervising or managing major capital renovations or major capital improvements, unless specifically agreed upon in writing by the parties and unless the Residential Managing Agent receives an additional fee therefor.

The Residential Managing Agent, at its own expense, will be bonded during the term of the Management Agreement under fidelity or general surety bonds in favor of the Condominium in the minimum amount of $100,000 for any loss resulting from fraudulent or dishonest acts committed by the Residential Managing Agent, its directors, officers or employees.

Sponsor reserves the right at any time prior to the First Residential Closing or during the Initial Residential Control Period to designate any other reputable managing agent to perform all of the duties and services to be performed by the Residential Managing Agent under the Plan and if Sponsor does so, Sponsor will cause such other managing agent to accept employment on terms substantially similar to the terms specified above. Sponsor will amend the Plan to disclose a contract with any other managing agent. After the Initial Residential Control Period, upon the expiration or sooner termination of the then current agreement with the Residential Managing Agent, the Residential Board may designate any other managing agent to perform the duties and services to be performed by the Residential Managing Agent under the Plan. The term "Residential Managing Agent" when used in the Plan with respect to any time after Sponsor or

the Residential Board has designated another managing agent shall mean such other agent. The Management Agreement may not be assigned by the Residential Managing Agent without the prior written consent of the Residential Board.

In addition, as described in Schedule B-1 above and the notes thereto, it is presently anticipated that the Condominium Board will retain the services of an affiliate of the Sponsor (which may be, but need not be, El-Ad Properties NY LLC), to act as managing agent of the Condominium. The duties and responsibilities of the Condominium Board which may be delegated to a managing agent are set forth in detail in the Condominium By-Laws, and they generally include the operation, care, upkeep, maintenance, repair and restoration of the General Common Elements and certain of the Limited Common Elements, the employment and dismissal of the personnel necessary for the performance of such roles, and the collection of General Common Charges. The cost of such managing agent of the Condominium will be included as a General Common Expense and be borne by all Unit Owners as discussed above in Schedule B-2, "Projected Budget for First Year of Condominium Operation."

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Z. IDENTITY OF PARTIES

1. Sponsor

Sponsor is CPS 1 Realty LP, a limited partnership organized and existing under the laws of the State of Delaware, duly authorized to do business in the State of New York, with an office c/o El-Ad Properties NY LLC, 225 Fifth Avenue, New York, New York 10010. Sponsor's general partner is CPS 1 Realty GP LLC, a Delaware limited liability company. The El-Ad Group, Ltd. indirectly owns 100% of Sponsor. Orly Hackmon is a principal of The El-Ad Group, Ltd. El-Ad Properties NY LLC, the Residential Managing Agent, is owned by The El-Ad Group, Ltd. (51%) and Miki Naftali (49%). The President and Secretary of Sponsor, Miki Naftali and Orly Hackmon, respectively, are authorized signatories of El-Ad Properties NY LLC.

Orly Hackmon is a real estate developer, owner, operator and investor. Ms. Hackmon is a resident of New Jersey and has an office at 225 Fifth Avenue, 5th Floor, New York, New York 10010. She is also the Chairwoman of El-Ad Properties NY LLC. Prior to this Offering Plan, Ms. Hackmon has been a sponsor or principal of Sponsor in several cooperative and condominium offering plans in New York City including offerings for buildings located at 65 East 96th Street (offering filed May 17, 2000), 151 West 17th Street (offering filed April 27, 2001), 224 West 18th Street (offering filed July 12, 2001), 21 Astor Place (offering filed April 9, 2003), 426 West 58th Street (offering filed September 22, 2003), 49 East 21st Street (offering filed November 5, 2003), 157 West 79th Street (offering filed July 30, 1987), 241 West 108th Street (offering filed September 19, 1984), 233 West 99th Street (offering filed April 2, 1984), 655 Sixth Avenue (offering filed January 24, 2005) and 49 West 72nd Street (offering filed June 7, 1985). Other than as stated above, Ms. Hackmon has not been involved in any cooperative or condominium offerings in the State of New York within the past five years.

Miki Naftali is a real estate developer, operator and investor. He has been involved in real estate development and construction for over ten years. Mr. Naftali is a resident of New Jersey and has an office at 225 Fifth Avenue, 5th Floor, New York, New York 10010. He is also the President of El-Ad Properties NY LLC. Prior to this Offering Plan, Mr. Naftali has been a sponsor or principal of sponsor in the following cooperative or condominium offering plans: 51 West 17th Street (offering filed April 27, 2001), 224 West 18th Street (offering filed July 12, 2001), 21 Astor Place (offering filed April 9, 2003), 426 West 58th Street (offering filed September 22, 2003), 49 East 21st Street (offering filed November 5, 2003) and 655 Sixth Avenue (offering filed January 24, 2005). Other than as stated above, Mr. Naftali has not been involved in any cooperative or condominium offerings in the State of New York within the past five years.

Sponsor has not been involved in any cooperative or condominium offerings in the State of New York within the past five years and does not own 10% or more of the unsold residential units or unsold shares in any building.

The Secretary of State has been designated to receive service of process for Sponsor.

There have been no prior felony convictions of Sponsor, or any principals of Sponsor; and no prior convictions, injunctions and judgments against Sponsor, or any principals of

Sponsor that may be material to the Plan or an offering of securities generally, that occurred within 15 years prior to the submission of this Plan.

2. Attorneys for Sponsor

Sponsor has retained the law firm of Kramer Levin Naftalis & Frankel LLP, having an office at 1177 Avenue of the Americas, New York, New York 10036 ("Sponsor's Counsel"), to represent it in connection with the Plan. Jay A. Neveloff, Esq. and Jonathan H. Canter, Esq. had principal responsibility for the preparation of the Plan, the Declaration, the Condominium By-Laws, the Residential By-Laws and the forms of Agreement, Residential Unit Deed and Residential Unit Power of Attorney. Sponsor's Counsel has also rendered opinions with respect to the possible availability of income tax deductions to Purchasers of Residential Units and the allocation of Common Interests. Sponsor's Counsel will serve as Escrow Agent under the Agreements and will represent Sponsor in connection with Unit closings.

3. Selling Agent

The Selling Agent for the project is Stribling Marketing Associates LLC, having an office at 924 Madison Avenue, New York, New York 10021. In the past, Stribling Marketing Associates LLC has engaged in all phases of real estate sales and marketing, specializing in the sale and marketing of fine luxury residences throughout Manhattan, including off-site sales and rentals of cooperative and condominium apartments and lofts, on-site rental and coop and condominium sales, building sales and commercial leasing. Recent projects include 47 East 91st Street, 270 Broadway, 1245 Hudson Street, The Fischer Mills Building at 62 Beach Street and The Porter House at 66 Ninth Avenue.

There have been no prior felony convictions of Selling Agent, or any principals of Selling Agent; and no prior convictions, injunctions and judgments against Selling Agent, or any principals of Selling Agent that may be material to the Plan or an offering of securities generally, that occurred within 15 years prior to the submission of this Plan.

4. Residential Managing Agent

Sponsor presently anticipates that the initial Residential Managing Agent for the Residential Section will be El-Ad Properties NY LLC having offices at 225 Fifth Avenue, Suite 501, New York, New York 10010. El-Ad Properties NY LLC is owned by The El-Ad Group, Ltd. (51%) and Miki Naftali (49%). The El-Ad Group, Ltd. indirectly owns 100% of Sponsor. Orly Hackmon is a principal of The El-Ad Group, Ltd.

El-Ad Properties NY LLC manages development of buildings throughout New York City including, among others, 49 East 21st Street, 21 Astor Place, 426 West 58th Street, 655 Sixth Avenue.

There have been no prior felony convictions of Residential Managing Agent or any principals of Residential Managing Agent; and no prior convictions, injunctions and judgments against Residential Managing Agent or any principals of Residential Managing Agent that may be material to the Plan or an offering of securities generally, that occurred within 15 years prior to the submission of this Plan.

5. Budget Expert

Gumley Haft Realty, having an address at 415 Madison Avenue, Fifth Floor, New York, New York 10017, estimated all amounts of income and expenses in Schedule B-1, "Projected Budget for First Year of Residential Section Operation," and Schedule B-2, "Projected Budget for First Year of Condominium Operation," in consultation with Sponsor. The budget expert has no financial interest in the Property, in Sponsor, in Residential Managing Agent, or in any other party interested in this transaction, except: (i) for its fees for services rendered in connection with the same; or (ii) to the extent it may in the future be designated as Residential Managing Agent or Condominium Managing Agent.

6. Real Estate Tax Consultant

The Leitner Group, Inc., 50 East 42nd Street, New York, New York 10017, has been engaged as a real estate tax consultant in connection with the Plan. The firm prepared a forecast of the assessed valuation of the Residential Units following construction and submission of the Property to a condominium regime of ownership that was used in preparing the provisions of Schedule A and other disclosures in the Plan regarding projected real estate taxes. The forecast was prepared by Joel Leitner, a principal of that firm. The real estate tax consultant has no financial interest in the Property, in Sponsor, in the Residential Managing Agent, or in any other party interested in this transaction, except for its fees for services rendered in connection with the same.

7. Construction Professionals

Tishman Construction Corporation of New York, 666 5th Avenue Floor 36, New York, New York 10103, is the construction manager engaged by Sponsor to renovate the Building. Tishman Construction Corporation and its affiliates provide construction management, owner's representative, and project management services to a wide range of clients. Tracing its origins back to 1898, it has regional offices across the United States and the affiliated companies focusing on specific areas of expertise.

Costas Kondylis & Partners, LLP, 31 West 27th Street, New York, New York 10001, is the architect of record for the renovation of the Building. The principal of Costas Kondylis & Partners, LLP is Costas Kondylis, who has designed buildings such as 288 Central Park West, 1049 Fifth Avenue, The Horizon, Manhattan Place, The Promenade, Trump Park Avenue, Arcadia and Trump Place.

Walter B. Melvin Architects, LLC, 118 West 22nd Street, New York, New York 10011, has been retained by Sponsor specifically with respect to the historic restoration of the Building. Among the awards received by Walter B. Melvin Architects, LLC with respect to historic restorations are: Lucy G. Moses Preservation Award from the New York Landmarks Conservancy for its work on 780 West End, Avenue, The Frick Collection, Marymount School of New York, Alwyn Court, Cooper Union (Main Building), Bridgemarket at Queensboro Bridge and the Osborne Apartments; the Excellence in Conservation Award by Friends of The Upper East Side for its work on Bridgemarket at Queensboro Bridge, 6 East 80th Street,

778 Park Avenue; and the Large Scale Restoration Award from Landmarks West for its work on The Dorilton Apartments.

Flack & Kurtz Inc., 475 Fifth Avenue, New York, New York 10017, is the mechanical and electrical engineer for the Building and prepared the plumbing, mechanical and electrical report for the Building included in the Description of Property and Building Condition and the estimates of utilities consumption used in the preparation of Schedules B-1 and B-2 herein.

None of the construction professionals has a financial interest in the Property, in Sponsor, in the Residential Managing Agent, or in any other party interested in this transaction, except for their respective fees for services rendered in connection with the same.

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AA. REPORTS TO UNIT OWNERS

It is the obligation of the Residential Board to give all Residential Unit Owners annually:

1. a financial statement of the Residential Section prepared by a certified public accountant or public accountant, within 120 days after the end of each fiscal year of the Residential Section. Such statement shall be certified while Sponsor is in control of the Residential Board;

2. at least 30 days' prior notice of the annual Residential Unit Owners' meeting; and

3. a copy of the proposed annual budget of the Residential Section at least 30 days prior to the date set for adoption thereof by the Residential Board.

While Sponsor is in control of the Residential Board, such budget shall be certified in compliance with Section 20.4(d) of the Regulations of the Department of Law.

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BB. DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan, all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan shall be kept on file and available for inspection without charge, and for copying at a reasonable charge, at Sponsor's office for a period of six years after the First Residential Closing. In addition, a set of 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 in the City Register's Office when the Declaration is recorded, or in an amendment to the Declaration filed prior to the First Residential Closing and an additional set will be furnished to each of the Condominium Board and the Residential Board at the time of the First Residential Closing.

The Declaration, the Condominium By-Laws and the Residential By-Laws will be recorded in the City Register's Office prior to or concurrently with the First Residential Closing, and a copy thereof will be furnished to each of the Condominium Board and Residential Board at such time.

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CC. GENERAL

Except as set forth herein, there are no lawsuits, administrative proceedings or other proceedings, the outcome of which may materially affect the offering, the Property, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

To the best of Sponsor's knowledge, the Property has not been the subject of any prior cooperative or condominium offerings filed with the Department of Law. No preliminary binding agreements have been entered into and no money has been collected from prospective Purchasers.

Sponsor and the Selling Agent each hereby represent that it will not discriminate against any person on the basis of race, creed, color, national origin, gender, sexual orientation, age, disability, marital status or other grounds prohibited by law.

Sponsor hereby represents that no contracts or agreements, written or oral, have been entered into, and no funds received, with respect to any of the Units offered in the Plan as of the date this Plan is accepted for filing.

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Exact copies are contained in Part II of the Plan of the proposed forms of Declaration, Condominium By-Laws, Residential By-Laws, Agreement, Residential Unit Deed, Residential Unit Power of Attorney and other documents. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with Sponsor, are necessarily not complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

No party other than any Purchaser shall have any right or benefit herein or herefrom, including, without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of the Sponsor's obligations hereunder and no party other than any Purchaser shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Residential Closing, to substantially revise the terms and conditions upon which the Units offered hereunder are to be sold, including, without limitation, changes affecting the rights, obligations and liabilities of Sponsor and/or prospective Purchasers under the Plan. However, no such change with respect to any such Unit for which an Agreement is then in effect may be made without the consent of the Purchaser thereunder. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a material change that adversely affects any Purchasers, Sponsor shall grant such Purchasers a right to rescind their respective Agreements by written notice to Sponsor given within fifteen (15) days after the date of presentation of such

amendment. In such event, Sponsor shall direct the Escrow Agent to return the Deposit of any Purchasers who duly rescind their Agreements.

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

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DD. SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor hereby adopts the "Description of Property and Building Condition" set forth as Exhibit 4 in Part II of the Plan.

Sponsor has exercised due diligence to obtain a detailed technical report on the condition of the Property as at a date contemporary with this Plan. Sponsor is not an architect or engineer, but believes and hereby represents that the Description of Property and Building Condition, with additional information by Sponsor, if any, as indicated, set forth in Part II of the Plan, represents accurately what will be the condition of the Building upon substantial completion. The firm preparing the Description of Property and Building Condition has no financial interest in the Property, Sponsor, the Condominium, the Selling Agent, any affiliates thereof, or any other party interested in this transaction, except for the fee for services rendered. Sponsor knows of no facts or information inconsistent with the report.

Sponsor represents that it has no knowledge of any material defects or need for major repairs to the Building except as hereinafter set forth in the Description of Property and Building Condition, the violations search and the inspection and other reports and materials set forth in Part II of the Plan. Prior to the closing of title to any Residential Unit, and as a condition precedent thereto, Sponsor shall obtain an ACP-7 certificate indicating that all asbestos and asbestos-containing materials therein have been abated. A copy of the ACP-7 certificate(s) covering the Residential Units shall be available for inspection at the Sponsor's office.

Sponsor has no specific knowledge about problems with or needed repairs to the facade of the Building other than any items which will be corrected as part of the restoration of the Property contemplated hereby. Sponsor makes no representations as to the scope or nature of the work which may be required to maintain the facade in the future, provided, however, subject to the foregoing that Sponsor has no reason to believe that there is a problem with the structural integrity of the facade or that there is a need for any work to the facade except for routine building maintenance.

As more fully described in "The Property" in Section A above, and subject to the matters described therein, Sponsor anticipates that renovation of the Building will be sufficiently completed to allow the First Residential Closing to occur in or about October 2006. It is anticipated that a new Certificate of Occupancy will be issued for the Building when the renovation of the Building is complete.

Dated: December 7, 2005
New York, New York

SPONSOR:

CPS 1 REALTY LP

PART II

EXHIBIT 1

AGREEMENT

AGREEMENT

_____

_____

Purchaser(s)

with

CPS 1 REALTY LP

Sponsor/Seller

_____

Unit Number ____
The Plaza Condominium Residences
One Central Park South
New York, New York 10019

AGREEMENT

UNIT NO. ___

The Plaza Condominium Residences
One Central Park South
New York, New York 10019

(to be executed in quintuplicate)

AGREEMENT (this "Agreement"), made as of the ___ day of _____ 2005, between CPS 1 REALTY LP, a Delaware limited partnership, having an office at c/o El-Ad Properties NY LLC, 575 Madison Avenue, 23rd Floor, New York, New York 10022 (hereinafter, "Sponsor"), and

_____

_____

having an address at _____

_____ (hereinafter, "Purchaser").

W I T N E S S E T H:

1. **Definitions.** Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for The Plaza Condominium Residences, (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

2. **The Unit.** Sponsor agrees to sell and convey, and Purchaser agrees to purchase, Unit No. ____ at the Condominium (as designated in the Declaration), together with the undivided _____% interest in the Common Elements appurtenant to such Unit (the "Unit"), upon and subject to the terms and conditions set forth herein.

3. **Purchase Price.**

3.1 The purchase price for the Unit (the "Purchase Price") is $_____ payable as follows:

(a) $_____ (the "Initial Deposit"), due upon the signing and submitting of this Agreement, receipt of which (subject to collection) is hereby acknowledged;

(b) $_____ (the "Additional Deposit"; the term "Deposit", as used herein, refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit), due upon the earlier to occur of: (i) _____ (the date which is four (4) months after the date of this Agreement); or (ii) fifteen (15) days after Sponsor serves Purchaser

with written notice of an amendment declaring the Plan effective, but in no event later than the closing of title, subject to collection;* and

(c) $_____ (the "Balance"), constituting the balance of the Purchase Price, at the closing as hereinafter provided.

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank which is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Kramer Levin Naftalis & Frankel LLP, as Escrow Agent". The check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check of Purchaser or official bank or cashier's check, made payable to the direct order of "CPS 1 Realty LP" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, the Escrow Agent is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Plan and in this Agreement with respect to an Event of Default (which shall include suing on such dishonored check or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default).

4. Deposit.

4.1 The Initial Deposit shall be deposited within five (5) business days after this Agreement is countersigned by or on behalf of Sponsor and returned to Purchaser, and the Additional Deposit shall be deposited within five (5) business days after its receipt by Sponsor or Sponsor's agents, employees or the Escrow Agent, in each case into a segregated special interest-bearing escrow account (the "Escrow Account") at HSBC Bank USA, 452 Fifth Avenue, New York, New York 10018 (the "Depository") entitled "The Plaza Condominium Residences Escrow Account" subject to the provisions of the Plan with respect to the designation of a substitute bank and/or account type or title. The Deposit shall be held in trust in such account in conformity with Sections 352-e(2)(b) and 352-h of the New York General Business Law and the Attorney General's regulations promulgated pursuant thereto until such funds may be withdrawn in accordance with such laws and regulations and the terms of this Agreement and the Plan. While the same are being so held, such funds shall not be commingled with any other funds of Sponsor (except, at Sponsor's sole election, funds deposited by other purchasers under the Plan). The Escrow Account will be interest-bearing and, unless Purchaser defaults, interest will be credited to Purchaser at the closing. The interest rate to be earned will be the prevailing rate for these accounts. (No representation or guarantee is made as to the actual rate of interest that will be earned on such funds.) Interest, if any, will begin to accrue within five (5) business days after this Agreement is fully executed and tender for payment of the check representing the Deposit. Notwithstanding anything to the contrary contained herein, unless and until Purchaser has delivered to the Escrow Agent a completed and signed Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), whichever may be applicable, the Deposit will be deposited in a non-interest-bearing escrow account at the Depository.

4.2 The Deposit shall be held in the escrow account identified in Section 4.1 above until Kramer Levin Naftalis & Frankel LLP (the "Escrow Agent") is otherwise directed in: (a) a writing

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* Omit if Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e. diplomatic immunity).

signed by both Sponsor and Purchaser; or (b) a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or (c) a judgment or order of a court of competent jurisdiction.

4.3 If there is no written agreement between the parties to release the escrowed funds, the Escrow Agent will not pay the funds to Sponsor until the Escrow Agent has given Purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to Sponsor unless Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General regulations and has so notified the Escrow Agent in accordance with such provisions.

4.4 Sponsor will not object to the release of the escrowed funds to: (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; or (b) all purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

4.5 Purchaser or the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the escrowed funds and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is attached as Exhibit 9 of Part II of the Plan. The party applying for a determination must send all other parties a copy of the application. Pending the determination of the Attorney General to grant or deny the application, Sponsor, Purchaser and the Escrow Agent shall abide by any interim directive issued by the Attorney General.

4.6 Sponsor and Purchaser hereby jointly direct the Escrow Agent as follows:

(a) if title to the Unit is transferred to Purchaser, the Deposit shall be paid to Sponsor, and any interest earned on the Deposit shall be paid to Purchaser; or

(b) if Purchaser becomes entitled to cancel this Agreement in accordance with the terms of this Agreement or the Plan, and actually cancels this Agreement as so provided, the Deposit and any interest earned on the Deposit shall be refunded in full.

4.7 Notwithstanding anything set forth in this Article 4 to the contrary, the Escrow Agent may release a portion of the Deposit to Sponsor, provided that prior to such release, such released funds shall be secured by a bond ("Bond") obtained by Sponsor from an insurance company to be named in an amendment to the Plan (the "Insurance Company") in favor of Purchaser in an amount equal to the amount released, together with interest, if any, which shall accrue thereon as hereinafter provided. Sponsor will secure the Bond in accordance with Sections 352-e(2)(b) and 352-h of the New York General Business Law and Section 71-a of the New York Lien Law. Simultaneously with the delivery of the released funds to Sponsor, Purchaser will receive the Bond, the form of which Bond will be set forth as an exhibit in an amendment to the Plan. The Bond shall apply to a loss by Purchaser of the released portion of the Deposit in the event Sponsor fails to complete the Unit and deliver a deed or convey title to the Unit pursuant to this Agreement or if for any reason Purchaser is entitled to receive the return of the Deposit. The extent of Purchaser's recovery under the Bond is the amount of the released portion of the Deposit actually received by Sponsor, together with any interest which has accrued thereon in accordance with this Agreement, and the liability of the Insurance Company under the Bond does not exceed the amount of the Bond. In order to recover such funds pursuant to the Bond, Purchaser must file a claim with the Insurance Company. In the event of a dispute Sponsor must apply and Purchaser or the Insurance Company may apply to the Attorney General for a determination on the disposition of the portion of the Deposit secured by the Bond. All funds received by Sponsor will be handled in accordance

with the provisions of Sections 352-e(2)(b) and 352-h of the New York General Business Law and shall be employed by Sponsor only in connection with the consummation of the Plan.

4.8 Sponsor is required by law to submit a Form 1099 to the Internal Revenue Service reporting any interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this Article or Article 8.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set herein for a closing for more than twelve months in the aggregate without the consent of Purchaser).

5.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

6. Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to the liens, encumbrances and title conditions set forth on Schedule A annexed hereto and made a part hereof. Sponsor shall prepare the deed, which shall be substantially in the form set forth in Exhibit 3 in Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board, prepared by Sponsor and substantially in the form set forth as Exhibit 2 in Part II of the Plan.

6.3 The executed deed and power of attorney shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded: (i) the deed shall be returned to Purchaser; and (ii) the power of attorney in favor of the Board shall be returned to the Board (or as the Board shall direct).

6.4 Purchaser's payment of the Balance and acceptance of the deed to the Unit shall constitute Purchaser's recognition that Sponsor has fully satisfactorily performed those obligations stated in the Plan and/or this Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of purchasers under Article 23-A of the General Business Law, the Plan or Part 20 of the Regulations issued by the Department of Law.

7. State of Title.

7.1 The title conveyed by Sponsor to Purchaser shall be subject only to the liens, encumbrances and title conditions set forth in Schedule A annexed hereto and made a part hereof. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to the Title Company (as such term is defined the Plan), together with the recording or filing fee; or (b) Purchaser's title insurance company will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company in connection with the closing of any other Units in the Condominium).

7.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least 10 days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least 10 days prior to the closing, then, for purposes of Article 12 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

7.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage which would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Section 7.3 shall survive the closing of title or the termination of this Agreement.

8. Closing Adjustments.

8.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Common Charges for the month in which title closes; and

(c) if Purchaser is allowed to occupy the Unit prior to the closing, accrued rent and any other charges pursuant to an interim lease or occupancy or other agreement, if any, covering the Unit.

8.2 If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser; however, the installment for the then current period shall be apportioned

appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 8.1(a) hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in Section 6.16 of the By-Laws and in Part I of the Plan.

8.3 Sponsor shall remit or cause to be remitted to Purchaser an amount equal to interest, if any, earned on the Deposit, on or promptly after the Closing Date.

8.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

(a) the closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) Purchaser shall pay Sponsor interest at the rate of 0.04% per day (or such lower rate per day which is the legal limit, if 0.04% per day exceeds the legal limit) on the total purchase price, computed from the original Closing Date until this transaction is actually closed. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, the foregoing provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

8.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as aforesaid and as otherwise provided herein or in the Plan.

8.6 Any errors or omissions in calculating apportionments at closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

9. Closing Costs

Purchaser shall be required to pay certain costs in connection with the purchase of the Unit, in addition to any net credit in favor of Sponsor that may result from the closing adjustments and any interest or late closing charge described in Article 8. Other than any such net credit in favor of Sponsor that may result from the closing adjustments (or certain other fees which may be payable prior to the closing, as described below), all such closing costs shall be paid by Purchaser, at closing, by Purchaser's unendorsed, personal certified check or by official bank check, in either event drawn only upon a bank that is a member of the New York Clearing House Association. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date hereof and are subject to change without prior notice:

9.1 If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance purchased.

9.2 Purchaser will pay a fee to the City Register for recording the deed and the power of attorney of approximately $32.00 for each instrument plus $5.00 for each page (including the cover page), and will pay the $75.00 filing fee for the RP-5217 form. In addition, Purchaser's title insurance

company may charge various fees and service charges in connection with such recordings and filings, all of which shall be payable by Purchaser.

9.3 If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to, the following:

(a) a fee and service charge for recording the mortgage at the same rates given above for recording the deed and power of attorney;

(b) a mortgage recording tax in the amount provided for by law, which on the date hereof is 2.05% of the principal amount of the mortgage for mortgages of less than $500,000 and 2.175% of the principal amount of the mortgage for mortgages equal to or greater than $500,000 (further, pursuant to law, the mortgagor receives a $30 deduction and the mortgagee pays .25%, and in each case, the amount payable to Sponsor under subparagraph (c) below is deducted);

(c) to Sponsor, a sum equal to the full amount (but not in excess thereof) of the partial mortgage recording tax credit provided by Section 339-ee(2) of the New York Condominium Act, to the extent the same is or becomes available, as a reimbursement for the mortgage recording taxes previously paid (such credit is based, in general, on the Common Interest of the Units being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property);

(d) the premium for mortgage title insurance, if required by Purchaser's lender;

(e) deposits for Common Charges, real estate taxes, any assessments, water charges and sewer rents (if separately assessed), if required by Purchaser's lender; and

(f) such other costs and expenses in connection with such loan as determined by Purchaser's lender.

9.4 Purchaser will be required to pay the amount of $1,350 to Kramer Levin Naftalis & Frankel LLP, Sponsor's counsel, for each Unit purchased hereunder, in order to defray Sponsor's legal fees for services in connection with preparing the deed and power of attorney and for coordinating and attending the closing. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel or if Purchaser otherwise requests that the Closing occur other than at the office of Sponsor's counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor in its sole discretion consents to such request, the closing may be held elsewhere in New York City, provided that Purchaser shall pay Sponsor's counsel a travel fee of $500 if the closing is held elsewhere in Manhattan and $750 if the closing is held in another borough other than Manhattan. If, through no fault of Sponsor, Purchaser fails to close on the date scheduled by Sponsor (including, without limitation, the failure of Purchaser or Purchaser's attorney to give at least ten (10) days' prior written notice of a title defect as required in Article 7 above and the failure of Purchaser to have payment in proper form available at closing), then Purchaser shall pay to Sponsor's counsel an additional fee of $600 for each Unit purchased hereunder for each rescheduled closing to help defray the cost of preparing for and coordinating the new closing and recalculating the closing apportionments. If Purchaser shall obtain mortgage financing, then Purchaser shall pay an additional fee of $500 to Sponsor's counsel to defray the additional costs associated therewith. In addition, if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement (or Purchaser otherwise exercises its limited right with respect to an assignment

as provided in Section 23.4 hereof), a fee of $850, shall be payable by Purchaser to Sponsor's counsel, for preparation of an assignment agreement. Purchaser may be required to pay more than one fee pursuant to the preceding sentence and forgoing provisions with respect to a single Unit. At Sponsor's option in its sole discretion, any one or more of the foregoing fees to be paid to Sponsor's counsel shall be paid by Purchaser in advance, prior to closing, upon notice to Purchaser.

9.5 Purchaser shall make a contribution to the Working Capital Fund of the Condominium, payable to the Board, in an amount equal to two (2) months' Common Charges then in effect for each Unit pursuant to the Condominium budget and in accordance with Schedule A in the Plan, as the same may be amended from time to time.

9.6 Purchaser shall pay to the Board the Common Charges for the Unit for the first full month following the month in which title closes. In addition, if Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) shall pay to the Board an amount equal to the Common Charges for such Unit for a period of two (2) years as security for the faithful observance by Purchaser of the terms, provisions and conditions of the By-Laws. In the event that Purchaser defaults in respect of the terms, provisions and conditions of the By-Laws, the Board may use, apply, or retain the whole or any part of the security so paid in advance to the extent required for the payment of any Common Charges or any other sum as to which Purchaser is in default; and such Unit Owner shall, within thirty (30) days after notice from the Board, deposit with such Board the amount so applied or retained so that at the option of the Board, such Board shall have the full amount of said security on hand at all times. The provisions of the preceding sentence shall survive the closing of title.

9.7 Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Section 9.7 and to indemnify Sponsor as herein provided shall survive the closing of title or the termination of this Agreement.

9.8 Purchaser shall pay to Sponsor at Closing, on behalf of the Board, Purchaser's share of the cost of the Resident Manager's Apartment (as described in the Plan), such share being in the amount set forth on Schedule A, "Purchase Prices and Related Information" in Part I of the Plan, as the same may be amended.

10. **Transfer Tax Returns**. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11. The Plan.

11.1 Purchaser acknowledges having received and read a copy of the Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern.

11.3 Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

12. Default by Purchaser. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) [Purchaser's failure to pay the Additional Deposit on the date set forth in Article 3 hereof,]* Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser in Article 8 or 9 hereof on the Closing Date designated by Sponsor pursuant to Article 5 hereof, or the dishonor of any check given by Purchaser to Sponsor; or

(ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii) the occurrence of any Events of Default under any other Agreement between Sponsor and Purchaser, or between Sponsor and any member or members of Purchaser's immediate family or between Sponsor and any parent, affiliate or subsidiary of Purchaser; or

(iv) if Purchaser is permitted to become the tenant or other occupant of the Unit, Purchaser's failure to pay rent or to perform some other lease or occupancy obligation within the period after notice, if any, set forth in the lease or occupancy or other agreement and either (x) Sponsor has obtained an order of eviction against Purchaser from a court of competent jurisdiction or (y) Purchaser has vacated the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

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* Omit if Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e. diplomatic or sovereign immunity).

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

(b) **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to (i) cancel this Agreement or (ii) seek specific performance. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such thirty (30) days, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance, then Purchaser shall have thirty (30) days from the giving of notice of Sponsor's election to close on his or her Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, reasonable legal fees and costs of collection).

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor as Sponsor's sole and exclusive remedy. The payment of the deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

(d) NEITHER SELLER NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THIS AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

13. **Agreement Subject to Lien of Mortgage**. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or

obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. Agreement Subject to Plan Being Effective. The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest, if any, earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy above to acquire title subject to such inability.

16. Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items.

17. Construction.

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the Plans and Specifications (as defined in the Plan), subject to the right of Sponsor to amend the Plan and the Plans and

Specifications in order to substitute materials, equipment or fixtures of equal or better quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a temporary or permanent Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Plan in the Section entitled "Rights and Obligations of Sponsor."

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

17.3 The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Prerequisites to Closing of Title" in Part I of the Plan. As a result, if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without any credit against or abatement in the Purchase Price and without any provision for escrow) once a temporary or permanent Certificate of Occupancy is issued for the Unit (notwithstanding any construction items noted on Purchaser's Inspection Report (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building not preventing Purchaser's occupancy of the Unit).

17.4 Sponsor has projected that, based upon currently anticipated schedules, construction of the Building will be sufficiently completed to permit closings of Units to begin in or about October 2006. The actual date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites described in the Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain on a timely basis or otherwise materials or equipment, governmental restrictions, or other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor, Purchaser's rights as set forth in Plan in respect thereof being in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of are hereby expressly waived by Purchaser.

18. **Inspection of Unit**. At least one week (but not more than one month) prior to the Closing Date, at Sponsor's direction, Sponsor's representative shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Sponsor's representative to inspect the Unit within the week prior to the Closing Date. Purchaser or his or her duly authorized agent shall attend such inspection, shall carefully inspect the Unit, and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule B to this Agreement) and deliver same to Sponsor's representative at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date or to

so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Plan.

19. Damage to the Unit. If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

19.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title and the election by Sponsor to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and the Residential Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of the Agreement.

19.2 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, with notice thereof to Purchaser, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages.

20. No Representations. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefor, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on his or her own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and [to be]* filed in the City Register's Office, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations

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* Omit after Floor Plans have been filed in City Register's office.

hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 20 shall survive the closing of title or the termination of this Agreement.

21. **Prohibition Against Advertising**. Purchaser hereby covenants and agrees that it shall not, prior to the closing of title hereunder, list the Unit for sale or resale with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof. The provisions of this Article 21 shall survive the closing of title or the termination of this Agreement.

22. **Broker**. Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than Selling Agent and _____. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than Selling Agent and the aforementioned broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker other than Selling Agent on account of any acts or dealings of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title or the termination of this Agreement.

23. **Agreement May Not Be Assigned.**

23.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth in Article 12 hereof, and shall be voidable at the option of Sponsor.

23.2 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of less than fifty percent (50%) of the stock, or in the case of a partnership, limited liability company or other entity, less than fifty percent (50%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity or possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.3 If a Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in

the form required by law. Upon each assignment or other change permitted by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $850 made payable to Kramer Levin Naftalis & Frankel LLP (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Plan will remain in effect.

23.4 Notwithstanding the provisions of Section 23.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's Immediate Family, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Section 23.3 above. For purposes of this Section 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.5 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

24. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Initial Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. If this Agreement is not signed by Sponsor and a fully executed counterpart delivered to Purchaser or its attorneys within thirty (30) days after the date hereof, this Agreement shall be deemed to have been rejected and the Initial Deposit shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

25. Notices.

25.1 Any notice, election, demand, consent, request or other communication hereunder or under the Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested or by Federal Express or other reputable overnight

courier, with receipt confirmed: to Purchaser at the address given at the beginning of this Agreement; and to Sponsor, addressed to Selling Agent at: One Central Park South, First Floor, New York, New York 10019, with a copy sent simultaneously and in like manner to Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attention: Jay A. Neveloff, Esq. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected or, in the case of mailing, three (3) days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

25.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel (Kramer Levin Naftalis & Frankel LLP) as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

26. **Joint Purchasers**. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

27. **Liability of Sponsor**. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

28. **Further Assurances**. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **Severability**. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

30. **Strict Compliance**. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

31. **No Lien**. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated, and Purchaser may not record this Agreement or a memorandum thereof.

32. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

33. Purchaser's Representations.

33.1 Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Deposit represents Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Deposit.

33.2 Purchaser is not now, nor shall it be at any time prior to or at the closing of title, an individual, corporation, partnership, joint venture, trust, trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise. Neither Purchaser nor any Person who owns an interest in Purchaser is now nor shall be at any time prior to or at the closing of title a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

33.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

33.4 The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

34. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Article 3 of this Agreement, and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to

finance the 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, any change in Purchaser's financial status or condition, nor any delay in or adjournment of the Closing, shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

35. **Costs of Enforcing and Defending Agreement.** Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder. The provisions of this Article shall survive closing of title or the termination of this Agreement.

36. **Waiver of Jury Trial**. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. The provisions of this Article shall survive closing of title or the termination of this Agreement.

37. **Waiver of Diplomatic or Sovereign Immunity.**

37.1 Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

37.2 As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

37.3 Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

37.4 Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser

to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 37.

37.5 Nothing in this Article 37 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

37.6 The provisions of this Article 37 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

37.7 In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

37.8 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

38. **Entire Agreement**. This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

39. **Certain References**. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "herein," "hereof" or "hereunder," or similar terms used in this Agreement, refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

40. **Captions**. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

41. **Successors and Assigns**. Subject to the provisions of Article 23 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

42. **No Oral Changes**. This Agreement, or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

43. **Counterparts**. This Agreement and any Rider(s) which may be annexed hereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which

shall constitute one and the same document. A facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding. The party tendering such facsimile signature shall provide the other party with original counterparts of the signature page promptly after delivery of the facsimile signature page, although the failure to do so shall not invalidate the effectiveness of the facsimile signature.

44. **Rule of Construction**. There shall be no presumption against the drafter of this Agreement or the Plan.

45. **Section 1031 Exchange**. Sponsor hereby acknowledges that the acquisition of the Unit hereunder may be in connection with a tax deferred exchange under §1031 of the Internal Revenue Code and that Purchaser (except as prohibited by paragraph 24 of this Agreement) may be assigning all of its rights and obligations hereunder to a qualified intermediary as part of, and in furtherance of, such tax deferred exchange. Sponsor hereby agrees to reasonably assist and cooperate in such tax deferred exchange, provided, however, that: (i) any action taken in connection with such tax deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction contemplated by this Agreement (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of Purchaser (or any other party to such tax deferred exchange) or cooperation on the part of Sponsor in connection with or related to said tax deferred exchange will frustrate the purpose of this Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under this Agreement or increase any of Sponsor's obligations or duties under this Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of any tax deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of the amounts due hereunder other than as set forth herein. Purchaser shall indemnify and shall hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees) or liabilities incurred by Sponsor in connection with or resulting from the said tax deferred exchange, and such indemnity shall survive the closing of title or the termination of this Agreement. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

CPS 1 REALTY LP

By: CPS 1 REALTY GP LLC, its general partner

By:_____
Miki Naftali
President

PURCHASER(s):

By:_____
Name:
Title:
Social Sec. Number
or Federal Tax ID:_____

PURCHASER(s):

By:_____
Name:
Title:
Social Sec. Number
or Federal Tax ID:_____

Purchaser acknowledges receipt of Offering Plan [and amendments] on _____ __, 200__

Initials of Purchaser(s):

_____ _____

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building and zoning laws and other regulations, resolutions and ordinances (including, but not limited to, any variances or use regulations) and any amendments thereto now or hereafter adopted.

2. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the Condominium By-Laws (and the Rules and Regulations made thereunder), the Residential By-Laws (and the Residential Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Board and the Floor Plans, all as may be amended from time to time.

3. Any declaration or other instrument affecting the Property which Sponsor 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 demolition, construction, alteration, repair or restoration of the Building or any portion or element thereof.

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 Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Property.

6. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.

7. Any encumbrance as to which the Title Company (or the title insurance company that insures Purchaser's title to the Unit) would be willing to insure, at its regular rates and without additional premium, in a fee policy issued by it to Purchaser, that such encumbrance will not be collected out of or enforced against the Unit if it is a lien, or that such encumbrance is not a blanket lien encumbering the Common Elements.

8. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for its permitted purposes.

9. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax.

10. Encroachments of trim, copings, retaining walls, stoops, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or

premises 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.

11. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

12. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the 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 date (however, the then current installment shall be adjusted at the closing of title).

14. Franchise taxes and New York City Business Corporation taxes of any corporation in the chain of title, provided that the Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company (or the title insurance company insuring Purchaser's title to the Unit).

16. Any Certificate of Occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

17. Any lease or other occupancy agreement for the Unit made by Sponsor and Purchaser.

18. Any violations against the Property (other than the Unit) that are the obligation of the Board or another Unit Owner to correct.

19. Survey (the "Existing Survey") made by Earl B. Lovell – S.P. Belcher, Inc., dated January 5, 1978.

20. Any state of facts which an update of the Existing Survey or any other accurate survey or a personal inspection of the Property and the Unit would show; provided such state of facts would not prevent the use of the Unit for its stated purposes; although any encroachment of a portion of the Unit structure upon another Unit or Units or upon the Common Elements may remain undisturbed as long as the same shall stand.

21. All other covenants, restrictions and matters of record.

SCHEDULE B

INSPECTION STATEMENT

CPS 1 Realty LP
c/o El-Ad Properties NY LLC
575 Madison Avenue, 23rd Floor
New York, New York 10022

Re: Unit No._____
The Plaza Condominium Residences

Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found the following items in good condition, free of chips, mars, breaks or other defects:

Items	Initials	Exceptions if any
Windows, window frames		
Electric fixtures & globes		
Interior painted surfaces		
Sinks, tubs, bowls & shower		
doors & trim		
Kitchen cabinets & counter tops		
Vanity tops & base		
Medicine cabinets, doors & mirror		
Hardware		
Flooring		
Appliances		

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be

installed just prior to my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

_____

Purchaser's Signature

_____

Purchaser's Signature

_____

Sponsor's Representative

RIDER TO PURCHASE AGREEMENT

RE: STORAGE LICENSE

This Rider is made as of _____, _____ between Sponsor and Purchaser.

Re: Unit _____ ("Unit")
The Plaza Condominium Residences
One Central Park South
New York, New York 10019

1. LICENSE

(a) Sponsor agrees to sell and grant, and Purchaser agrees to purchase the right to use Storage Bin #_____ for a purchase price of $_____. The Storage License to use the Storage Bin shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan.

(b) Upon execution of this Rider, Purchaser has delivered a check to Sponsor (subject to collection) in the amount of $_____ representing the downpayment due in connection with the purchase of the Storage License (the "Storage Deposit").

(c) Upon issuance of the Storage License, Purchaser shall pay to Sponsor the balance of the purchase price allocable to the Storage License in the amount of $_____.

(d) Upon issuance of the Storage License, Purchaser shall pay to Sponsor's Counsel the sum of $500 to reimburse Sponsor for a portion of its attorney processing fees in connection with the issuance of each Storage License.

(e) Purchaser shall be responsible for the payment of transfer taxes or other taxes, if any, that are payable in connection with the issuance of the Storage License.

2. TEMPORARY CERTIFICATE OF OCCUPANCY

Purchaser may be required to consummate its purchase of use rights with respect to the License even though a Temporary Certificate of Occupancy has not been issued, and access may not be available for the area of the Building designated for such use.

3. DAMAGE TO THE STORAGE AREAS

If there is a fire or other casualty to the Storage Bins and Sponsor does not elect to repair or restore such area following such fire or casualty, then the Purchase Agreement shall be deemed modified to provide for the closing of title with respect to the Unit only. In such event, any deposit therefore paid hereunder in respect of the Storage License shall be refunded to Purchaser.

4. CROSS DEFAULT

A default by Purchaser under this Rider shall constitute a default under the Purchase Agreement for the Unit and any other default by Purchaser under the Purchase Agreement for the Unit shall constitute a default under the Rider entitling Sponsor to those default remedies as more fully described in the Purchase Agreement and the Plan. Notwithstanding an earlier closing of title with respect to the Unit, the provisions of the Purchase Agreement with respect to the delivery of the Storage License shall survive. If for any reason the closing of title with respect to the Unit does not occur, there shall be no issuance of the Storage License to the Purchaser and this Rider shall have no further force or effect except that o the extent the Purchaser is entitled to have its Deposit refunded, then the Purchaser shall also be refunded the Storage Deposit.

5. DEFINITIONS

All capitalized terms used in this rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Rider is annexed or in the Plan.

6. CONFLICTS

In the event of any inconsistency between the provisions of this rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

7. FULL FORCE & EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

PURCHASER(S)

_____
(signature)

_____
(signature)

SPONSOR:

CPS 1 REALTY LP

By: CPS 1 REALTY GP LLC, its general partner

By:_____
Miki Naftali
President

EXHIBIT 1A

FORM OF REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (W-9)

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT 1B

FORM OF CERTIFICATE OF FOREIGN STATUS (W-8BEN)

Form **W-8BEN**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for: — **Instead, use Form:**

- A U.S. citizen or other U.S. person, including a resident alien individual W-9
- A person claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

- A person acting as an intermediary W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization ☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☐ The beneficial owner is a resident of ..... within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article ..... of the treaty identified on line 9a above to claim a ..... % rate of withholding on (specify type of income): .....

Explain the reasons the beneficial owner meets the terms of the treaty article: .....

.....

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
- The beneficial owner is not a U.S. person,
- The income to which this form relates is not effectively connected with the conduct of a trade or business in the United States or is effectively connected but is not subject to tax under an income tax treaty, **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶ ..... Signature of beneficial owner (or individual authorized to sign for beneficial owner) ..... Date (MM-DD-YYYY) ..... Capacity in which acting

Instructions for Form W-8BEN

(Rev. January 2003)

Department of the Treasury
Internal Revenue Service

(Use with the December 2000 revision of Form W-8BEN.)

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Note: *For definitions of terms used throughout these instructions, see* ***Definitions*** *on pages 2 and 3.*

A change to note. We added **Nonresident alien who becomes a resident alien** to the instructions for line 10 on page 5. This new section requires the use of Form W-9 in certain circumstances. See page 5 for details.

Purpose of form. Foreign persons are subject to U.S. tax at a 30% rate on income they receive from U.S. sources that consists of:

- Interest (including certain original issue discount (OID));
- Dividends;
- Rents;
- Royalties;
- Premiums;
- Annuities;
- Compensation for, or in expectation of, services performed;
- Substitute payments in a securities lending transaction; or
- Other fixed or determinable annual or periodical gains, profits, or income.

This tax is imposed on the gross amount paid and is generally collected by withholding on that amount. A payment is considered to have been made whether it is made directly to the beneficial owner or to another person, such as an intermediary, agent, or partnership, for the benefit of the beneficial owner.

If you receive certain types of income, you must provide Form W-8BEN to:

- Establish that you are not a U.S. person;
- Claim that you are the beneficial owner of the income for which Form W-8BEN is being provided; and
- If applicable, claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty.

You may also be required to submit Form W-8BEN to claim an exception from domestic information reporting and backup withholding for certain types of income that are not subject to foreign-person withholding. Such income includes:

- Broker proceeds.
- Short-term (183 days or less) original issue discount (OID).
- Bank deposit interest.
- Foreign source interest, dividends, rents, or royalties.
- Proceeds from a wager placed by a nonresident alien individual in the games of blackjack, baccarat, craps, roulette, or big-6 wheel.

You may also use Form W-8BEN to certify that income from a notional principal contract is not effectively connected with the conduct of a trade or business in the United States.

A withholding agent or payer of the income may rely on a properly completed Form W-8BEN to treat a payment associated with the Form W-8BEN as a payment to a foreign person who beneficially owns the amounts paid. If applicable, the withholding agent may rely on the Form W-8BEN to apply a reduced rate of withholding at source.

Provide Form W-8BEN to the withholding agent or payer before income is paid or credited to you. Failure to provide a Form W-8BEN when requested may lead to withholding at a 30% rate (foreign-person withholding) or the backup withholding rate.

Note: *For additional information and instructions for the withholding agent, see the* ***Instructions for the Requester of Forms W-8BEN, W-8ECI, W-8EXP, and W-8IMY.***

Who must file. You must give Form W-8BEN to the withholding agent or payer if you are a foreign person and you are the beneficial owner of an amount subject to withholding. Submit Form W-8BEN when requested by the withholding agent or payer whether or not you are claiming a reduced rate of, or exemption from, withholding.

Do not use Form W-8BEN if:

- You are a U.S. citizen (even if you reside outside the United States) or other U.S. person (including a resident alien individual). Instead, use **Form W-9,** Request for Taxpayer Identification Number and Certification.
- You are a disregarded entity with a single owner that is a U.S. person and you are not a hybrid entity claiming treaty benefits. Instead, provide Form W-9.
- You are a nonresident alien individual who claims exemption from withholding on compensation for independent or dependent personal services performed in the United States. Instead, provide **Form 8233,** Exemption from Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual, or **Form W-4,** Employee's Withholding Allowance Certificate.
- You are receiving income that is effectively connected with the conduct of a trade or business in the United

States. Instead, provide **Form W-8ECI,** Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade or Business in the United States. If any of the income for which you have provided a Form W-8BEN becomes effectively connected, this is a change in circumstances and Form W-8BEN is no longer valid. You must file Form W-8ECI. See **Change in circumstances** below.

- You are filing for a foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section 115(2), 501(c), 892, 895, or 1443(b). Instead, provide **Form W-8EXP,** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding. However, you should use Form W-8BEN if you are claiming treaty benefits or are providing the form only to claim you are a foreign person exempt from backup withholding. You should use Form W-8ECI if you received effectively connected income (for example, income from commercial activities).
- You are a foreign flow-through entity, other than a hybrid entity, claiming treaty benefits. Instead, provide **Form W-8IMY,** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding. However, if you are a partner, beneficiary, or owner of a flow-through entity and you are not yourself a flow-through entity, you may be required to furnish a Form W-8BEN to the flow-through entity.
- You are a reverse hybrid entity transmitting beneficial owner documentation provided by your interest holders to claim treaty benefits on their behalf. Instead, provide Form W-8IMY.
- You are a withholding foreign partnership or a withholding foreign trust. A withholding foreign partnership or a withholding foreign trust is a foreign partnership or trust that has entered into a withholding agreement with the IRS under which it agrees to assume primary withholding responsibility for each partner's, beneficary's, or owner's distributive share of income subject to withholding that is paid to the partnership or trust. Instead, provide Form W-8IMY.
- You are acting as an intermediary (that is, acting not for your own account, but for the account of others as an agent, nominee, or custodian). Instead, provide Form W-8IMY.

Giving Form W-8BEN to the withholding agent. Do not send Form W-8BEN to the IRS. Instead, give it to the person who is requesting it from you. Generally, this will be the person from whom you receive the payment or who credits your account. Give Form W-8BEN to the person requesting it before the payment is made to you or credited to your account. If you do not provide this form, the withholding agent may have to withhold at a 30% rate (foreign-person withholding) or backup withholding rate. If you receive more than one type of income from a single withholding agent for which you claim different benefits, the withholding agent may, at its option, require you to submit a Form W-8BEN for each different type of income. Generally, a separate Form W-8BEN must be given to each withholding agent.

Note: *If you own the income or account jointly with one or more other persons, the income or account will be treated by the withholding agent as owned by a foreign person if Forms W-8BEN are provided by all of the owners. If the withholding agent receives a Form W-9 from any of the joint owners, the payment must be treated as made to a U.S. person.*

Change in circumstances. If a change in circumstances makes any information on the Form W-8BEN you have submitted incorrect, you must notify the withholding agent or payer within 30 days of the change in circumstances and you **must** file a new Form W-8BEN or other appropriate form.

If you use Form W-8BEN to certify that you are a foreign person, a change of address to an address in the United States is a change in circumstances. Generally, a change of address within the same foreign country or to another foreign country is not a change in circumstances. However, if you use Form W-8BEN to claim treaty benefits, a move to the United States or outside the country where you have been claiming treaty benefits is a change in circumstances. In that case, you must notify the withholding agent or payer within 30 days of the move.

If you become a U.S. citizen or resident after you submit Form W-8BEN, you are no longer subject to the 30% foreign-person withholding rate. You must notify the withholding agent or payer within 30 days of becoming a U.S. citizen or resident. You may be required to provide a Form W-9. For more information, see Form W-9 and instructions.

Expiration of Form W-8BEN. Generally, a Form W-8BEN provided without a U.S. taxpayer identification number (TIN) will remain in effect for a period starting on the date the form is signed and ending on the last day of the third succeeding calendar year, unless a change in circumstances makes any information on the form incorrect. For example, a Form W-8BEN signed on September 30, 2003, remains valid through December 31, 2006. A Form W-8BEN furnished with a U.S. TIN will remain in effect until a change in circumstances makes any information on the form incorrect, provided that the withholding agent reports on Form 1042-S at least one payment annually to the beneficial owner who provided the Form W-8BEN. See the instructions for line 6 on page 4 for circumstances under which you **must** provide a U.S. TIN.

Definitions

Beneficial owner. For payments other than those for which a reduced rate of withholding is claimed under an income tax treaty, the beneficial owner of income is generally the person who is required under U.S. tax principles to include the income in gross income on a tax return. A person is not a beneficial owner of income, however, to the extent that person is receiving the income as a nominee, agent, or custodian, or to the extent the person is a conduit whose participation in a transaction is disregarded. In the case of amounts paid that do not constitute income, beneficial ownership is determined as if the payment were income.

Foreign partnerships, foreign simple trusts, and foreign grantor trusts are not the beneficial owners of income paid to the partnership or trust. The beneficial owners of income paid to a foreign partnership are generally the

partners in the partnership, provided that the partner is not itself a partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of income paid to a foreign simple trust (that is, a foreign trust that is described in section 651(a)) are generally the beneficiaries of the trust, if the beneficiary is not a foreign partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of a foreign grantor trust (that is, a foreign trust to the extent that all or a portion of the income of the trust is treated as owned by the grantor or another person under sections 671 through 679) are the persons treated as the owners of the trust. The beneficial owners of income paid to a foreign complex trust (that is, a foreign trust that is not a foreign simple trust or foreign grantor trust) is the trust itself.

The beneficial owner of income paid to a foreign estate is the estate itself.

Note: *A payment to a U.S. partnership, U.S. trust, or U.S. estate is treated as a payment to a U.S. payee that is not subject to 30% foreign-person withholding. A U.S. partnership, trust, or estate should provide the withholding agent with a Form W-9.*

Foreign person. A foreign person includes a nonresident alien individual, a foreign corporation, a foreign partnership, a foreign trust, a foreign estate, and any other person that is not a U.S. person. It also includes a foreign branch or office of a U.S. financial institution or U.S. clearing organization if the foreign branch is a qualified intermediary. Generally, a payment to a U.S. branch of a foreign person is a payment to a foreign person.

Nonresident alien individual. Any individual who is not a citizen or resident of the United States is a nonresident alien individual. An alien individual meeting either the "green card test" or the "substantial presence test" for the calendar year is a resident alien. Any person not meeting either test is a nonresident alien individual. Additionally, an alien individual who is a resident of a foreign country under the residence article of an income tax treaty, or an alien individual who is a resident of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or American Samoa is a nonresident alien individual. See **Pub. 519,** U.S. Tax Guide for Aliens, for more information on resident and nonresident alien status.

Note: *Even though a nonresident alien individual married to a U.S. citizen or resident alien may choose to be treated as a resident alien for certain purposes (for example, filing a joint income tax return), such individual is still treated as a nonresident alien for withholding tax purposes on all income except wages.*

Flow-through entity. A flow-through entity is a foreign partnership (other than a withholding foreign partnership), a foreign simple or foreign grantor trust (other than a withholding foreign trust), or, for payments for which a reduced rate of withholding is claimed under an income tax treaty, any entity to the extent the entity is considered to be fiscally transparent (see below) with respect to the payment by an interest holder's jurisdiction.

Hybrid entity. A hybrid entity is any person (other than an individual) that is treated as fiscally transparent (see below) in the United States but is not treated as fiscally transparent by a country with which the United States has an income tax treaty. Hybrid entity status is relevant for claiming treaty benefits. See the instructions for line 9c on page 5.

Reverse hybrid entity. A reverse hybrid entity is any person (other than an individual) that is not fiscally transparent under U.S. tax law principles but that is fiscally transparent under the laws of a jurisdiction with which the United States has an income tax treaty. See the instructions for line 9c on page 5.

Fiscally transparent entity. An entity is treated as fiscally transparent with respect to an item of income for which treaty benefits are claimed to the extent that the interest holders in the entity must, on a current basis, take into account separately their shares of an item of income paid to the entity, whether or not distributed, and must determine the character of the items of income as if they were realized directly from the sources from which realized by the entity. For example, partnerships, common trust funds, and simple trusts or grantor trusts are generally considered to be fiscally transparent with respect to items of income received by them.

Disregarded entity. A business entity that has a single owner and is not a corporation under Regulations section 301.7701-2(b) is disregarded as an entity separate from its owner.

Amounts subject to withholding. Generally, an amount subject to withholding is an amount from sources within the United States that is fixed or determinable annual or periodical (FDAP) income. FDAP income is all income included in gross income, including interest (as well as OID), dividends, rents, royalties, and compensation. FDAP income does not include most gains from the sale of property (including market discount and option premiums).

Withholding agent. Any person, U.S. or foreign, that has control, receipt, or custody of an amount subject to withholding or who can disburse or make payments of an amount subject to withholding is a withholding agent. The withholding agent may be an individual, corporation, partnership, trust, association, or any other entity, including (but not limited to) any foreign intermediary, foreign partnership, and U.S. branches of certain foreign banks and insurance companies. Generally, the person who pays (or causes to be paid) the amount subject to withholding to the foreign person (or to its agent) must withhold.

Specific Instructions

Note: *A hybrid entity should give Form W-8BEN to a withholding agent only for income for which it is claiming a reduced rate of withholding under an income tax treaty. A reverse hybrid entity should give Form W-8BEN to a withholding agent only for income for which* **no** *treaty benefit is being claimed.*

Part I

Line 1. Enter your name. If you are a disregarded entity with a single owner who is a foreign person and you are not claiming treaty benefits as a hybrid entity, this form should be completed and signed by your foreign single owner. If the account to which a payment is made or credited is in the name of the disregarded entity, the

foreign single owner should inform the withholding agent of this fact. This may be done by including the name and account number of the disregarded entity on line 8 (reference number) of the form. However, if you are a disregarded entity that is claiming treaty benefits as a hybrid entity, this form should be completed and signed by you.

Line 2. If you are a corporation, enter the country of incorporation. If you are another type of entity, enter the country under whose laws you are created, organized, or governed. If you are an individual, enter N/A (for "not applicable").

Line 3. Check the **one** box that applies. By checking a box, you are representing that you qualify for this classification. You must check the box that represents your classification (for example, corporation, partnership, trust, estate, etc.) under U.S. tax principles. **Do not** check the box that describes your status under the law of the treaty country. If you are a partnership or disregarded entity receiving a payment for which treaty benefits are being claimed, you **must** check the "Partnership" or "Disregarded entity" box. If you are a sole proprietor, check the "Individual" box, not the "Disregarded entity" box.

CAUTION *Only entities that are tax-exempt under section 501 should check the "Tax-exempt organizations" box. Such organizations should use Form W-8BEN only if they are claiming a reduced rate of withholding under an income tax treaty or some code exception other than section 501. Use Form W-8EXP if you are claiming an exemption from withholding under section 501.*

Line 4. Your permanent residence address is the address in the country where you claim to be a resident for purposes of that country's income tax. If you are giving Form W-8BEN to claim a reduced rate of withholding under an income tax treaty, you must determine your residency in the manner required by the treaty. **Do not** show the address of a financial institution, a post office box, or an address used solely for mailing purposes. If you are an individual who does not have a tax residence in any country, your permanent residence is where you normally reside. If you are not an individual and you do not have a tax residence in any country, the permanent residence address is where you maintain your principal office.

Line 5. Enter your mailing address only if it is different from the address you show on line 4.

Line 6. If you are an individual, you are generally required to enter your social security number (SSN). To apply for an SSN, get **Form SS-5** from a Social Security Administration (SSA) office or, if in the United States, you may call the SSA at 1-800-772-1213. Fill in Form SS-5 and return it to the SSA.

If you do not have an SSN and are not eligible to get one, you must get an individual taxpayer identification number (ITIN). **To apply for an ITIN,** file **Form W-7** with the IRS. It usually takes 4-6 weeks to get an ITIN.

Note: *An ITIN is for tax use only. It does not entitle you to social security benefits or change your employment or immigration status under U.S. law.*

If you are not an individual or you are an individual who is an employer or who is engaged in a U.S. trade or business as a sole proprietor, you must enter an employer identification number (EIN). If you do not have an EIN, you should apply for one on **Form SS-4,** Application for Employer Identification Number. If you are a disregarded entity claiming treaty benefits as a hybrid entity, enter **your** EIN.

You **must** provide a U.S. taxpayer identification number (TIN) if you are:

1. Claiming an exemption from withholding under section 871(f) for certain annuities received under qualified plans, or
2. A foreign grantor trust with 5 or fewer grantors, or
3. Claiming benefits under an income tax treaty.

However, a U.S. TIN is not required to be shown in order to claim treaty benefits on the following items of income:

- Dividends and interest from stocks and debt obligations that are actively traded;
- Dividends from any redeemable security issued by an investment company registered under the Investment Company Act of 1940 (mutual fund);
- Dividends, interest, or royalties from units of beneficial interest in a unit investment trust that are (or were upon issuance) publicly offered and are registered with the SEC under the Securities Act of 1933; and
- Income related to loans of any of the above securities.

Note: *You may want to obtain and provide a U.S. TIN on Form W-8BEN even though it is not required. A Form W-8BEN containing a U.S. TIN remains valid for as long as your status and the information relevant to the certifications you make on the form remain unchanged provided at least one payment is reported to you annually on Form 1042-S.*

Line 7. If your country of residence for tax purposes has issued you a tax identifying number, enter it here. For example, if you are a resident of Canada, enter your Social Insurance Number.

Line 8. This line may be used by the filer of Form W-8BEN or by the withholding agent to whom it is provided to include any referencing information that is useful to the withholding agent in carrying out its obligations. For example, withholding agents who are required to associate the Form W-8BEN with a particular Form W-8IMY may want to use line 8 for a referencing number or code that will make the association clear. A beneficial owner may use line 8 to include the number of the account for which he or she is providing the form. A foreign single owner of a disregarded entity may use line 8 to inform the withholding agent that the account to which a payment is made or credited is in the name of the disregarded entity (see instructions for line 1 starting on page 3).

Part II

Line 9a. Enter the country where you claim to be a resident for income tax treaty purposes. For treaty purposes, a person is a resident of a treaty country if the person is a resident of that country under the terms of the treaty.

Line 9b. If you are claiming benefits under an income tax treaty, you must have a U.S. TIN unless one of the exceptions listed in the line 6 instructions above applies.

Line 9c. An entity (but not an individual) that is claiming a reduced rate of withholding under an income tax treaty must represent that it **(a)** derives the item of income for which the treaty benefit is claimed and **(b)** meets the limitation on benefits provisions contained in the treaty, if any.

An item of income may be derived by either the entity receiving the item of income or by the interest holders in the entity or, in certain circumstances, both. An item of income paid to an entity is considered to be derived by the entity only if the entity is not fiscally transparent under the laws of the entity's jurisdiction with respect to the item of income. An item of income paid to an entity shall be considered to be derived by the interest holder in the entity only if **(a)** the interest holder is not fiscally transparent in its jurisdiction with respect to the item of income and **(b)** the entity is considered to be fiscally transparent under the laws of the interest holder's jurisdiction with respect to the item of income. An item of income paid directly to a type of entity specifically identified in a treaty as a resident of a treaty jurisdiction is treated as derived by a resident of that treaty jurisdiction.

If an entity is claiming treaty benefits on its own behalf, it should complete Form W-8BEN. If an interest holder in an entity that is considered fiscally transparent in the interest holder's jurisdiction is claiming a treaty benefit, the interest holder should complete Form W-8BEN on its own behalf and the fiscally transparent entity should associate the interest holder's Form W-8BEN with a Form W-8IMY completed by the entity.

Note: *An income tax treaty may not apply to reduce the amount of any tax on an item of income received by an entity that is treated as a domestic corporation for U.S. tax purposes. Therefore, neither the domestic corporation nor its shareholders are entitled to the benefits of a reduction of U.S. income tax on an item of income received from U.S. sources by the corporation.*

To determine whether an entity meets the limitation on benefits provisions of a treaty, you must consult the specific provisions or articles under the treaties. Income tax treaties are available on the IRS Web Site at **www.irs.gov**.

Note: *If you are an entity that derives the income as a resident of a treaty country, you may check this box if the applicable income tax treaty does not contain a "limitation on benefits" provision.*

Line 9d. If you are a foreign corporation claiming treaty benefits under an income tax treaty that entered into force before January 1, 1987 (and has not been renegotiated) on **(a)** U.S. source dividends paid to you by another foreign corporation or **(b)** U.S. source interest paid to you by a U.S. trade or business of another foreign corporation, you must generally be a "qualified resident" of a treaty country. See section 884 for the definition of interest paid by a U.S. trade or business of a foreign corporation ("branch interest") and other applicable rules.

In general, a foreign corporation is a qualified resident of a country if one or more of the following applies:

- It meets a 50% ownership and base erosion test.
- It is primarily and regularly traded on an established securities market in its country of residence or the United States.
- It carries on an active trade or business in its country of residence.
- It gets a ruling from the IRS that it is a qualified resident.

See Regulations section 1.884-5 for the requirements that must be met to satisfy each of these tests.



*If you are claiming treaty benefits under an income tax treaty entered into force after December 31, 1986, **do not** check box 9d. Instead, check box 9c.*

Line 9e. Check this box if you are related to the withholding agent within the meaning of section 267(b) or 707(b) and the aggregate amount subject to withholding received during the calendar year exceeds $500,000. Additionally, you must file **Form 8833,** Treaty-Based Return Position Disclosure Under Section 6114 or 7701(b).

Line 10

Line 10 must be used **only** if you are claiming treaty benefits that require that you meet conditions not covered by the representations you make in lines 9a through 9e. However, this line should always be completed by foreign students and researchers claiming treaty benefits. See **Scholarship and fellowship grants** below for more information.

Additional examples of persons who should complete this line are:

1. Exempt organizations claiming treaty benefits under the exempt organization articles of the treaties with Canada, Mexico, Germany, and the Netherlands.
2. Foreign corporations that are claiming a preferential rate applicable to dividends based on ownership of a specific percentage of stock.
3. Persons claiming treaty benefits on royalties if the treaty contains different withholding rates for different types of royalties.

This line is generally not applicable to claiming treaty benefits under an interest or dividends (other than dividends subject to a preferential rate based on ownership) article of a treaty.

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes. The individual must use Form W-9 to claim the tax treaty benefit. See the instructions for Form W-9 for more information. Also see **Nonresident alien student or researcher who becomes a resident alien** on page 6 for an example.

Scholarship and fellowship grants. A nonresident alien student (including a trainee or business apprentice) or researcher who receives noncompensatory scholarship or fellowship income may use Form W-8BEN to claim benefits under a tax treaty that apply to reduce or eliminate U.S. tax on such income. **No Form W-8BEN is required unless a treaty benefit is being claimed.** A nonresident alien student or researcher who receives compensatory scholarship or fellowship income must use

Form 8233 to claim any benefits of a tax treaty that apply to that income. The student or researcher must use Form W-4 for any part of such income for which he or she is not claiming a tax treaty withholding exemption. **Do not** use Form W-8BEN for compensatory scholarship or fellowship income. See **Compensation for Dependent Personal Services** in the Instructions for Form 8233.

Note: *If you are a nonresident alien individual who received noncompensatory scholarship or fellowship income and personal services income (including compensatory scholarship or fellowship income)* ***from the same withholding agent,*** *you may use Form 8233 to claim a tax treaty withholding exemption for part or all of* ***both*** *types of income.*

Completing lines 4 and 9a. Most tax treaties that contain an article exempting scholarship or fellowship grant income from taxation require that the recipient be a resident of the other treaty country at the time of, or immediately prior to, entry into the United States. Thus, a student or researcher may claim the exemption even if he or she no longer has a permanent address in the other treaty country after entry into the United States. If this is the case, you may provide a U.S. address on line 4 and still be eligible for the exemption if all other conditions required by the tax treaty are met. You must also identify on line 9a the tax treaty country of which you were a resident at the time of, or immediately prior to, your entry into the United States.

Completing line 10. You must complete line 10 if you are a student or researcher claiming an exemption from taxation on your scholarship or fellowship grant income under a tax treaty.

Nonresident alien student or researcher who becomes a resident alien. You must use Form W-9 to claim an exception to a saving clause. See **Nonresident alien who becomes a resident alien** on page 5 for a general explanation of saving clauses and exceptions to them.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would complete Form W-9.

Part III

If you check this box, you must provide the withholding agent with the required statement for income from a notional principal contract that is to be treated as income not effectively connected with the conduct of a trade or business in the United States. You should update this statement as often as necessary. A new Form W-8BEN is not required for each update provided the form otherwise remains valid.

Part IV

Form W-8BEN must be signed and dated by the beneficial owner of the income, or, if the beneficial owner is not an individual, by an authorized representative or officer of the beneficial owner. If Form W-8BEN is completed by an agent acting under a duly authorized power of attorney, the form must be accompanied by the power of attorney in proper form or a copy thereof specifically authorizing the agent to represent the principal in making, executing, and presenting the form. **Form 2848,** Power of Attorney and Declaration of Representative, may be used for this purpose. The agent, as well as the beneficial owner, may incur liability for the penalties provided for an erroneous, false, or fraudulent form.

Broker transactions or barter exchanges. Income from transactions with a broker or a barter exchange is subject to reporting rules and backup withholding unless Form W-8BEN or a substitute form is filed to notify the broker or barter exchange that you are an exempt foreign person.

You are an exempt foreign person for a calendar year in which: **(a)** you are a nonresident alien individual or a foreign corporation, partnership, estate, or trust; **(b)** you are an individual who has not been, and does not plan to be, present in the United States for a total of 183 days or more during the calendar year; and **(c)** you are neither engaged, nor plan to be engaged during the year, in a U.S. trade or business that has effectively connected gains from transactions with a broker or barter exchange.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to provide the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is: **Recordkeeping,** 5 hr., 58 min.; **Learning about the law or the form,** 3 hr., 46 min.; **Preparing and sending the form to IRS,** 4 hr., 2 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** send Form W-8BEN to this office. Instead, give it to your withholding agent.

EXHIBIT 2

RESIDENTIAL UNIT OWNER POWER OF ATTORNEY

RESIDENTIAL UNIT
POWER OF ATTORNEY

_____

to

THE RESIDENTIAL BOARD OF
THE PLAZA CONDOMINIUM

The Plaza Condominium
768 Fifth Avenue
New York, New York 10019
Unit No. _____

County: New York
Block: 1274
Lot: ____

Record and Return to:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Jonathan H. Canter, Esq.

UNIT OWNER'S
POWER OF ATTORNEY

All terms used in this Residential Unit Power of Attorney that are used in that certain Declaration, dated as of _____, 200__, by CPS 1 Realty LP pursuant to Article 9-B of the Real Property Law of the State of New York, establishing condominium ownership of the premises known as The Plaza Condominium, 768 Fifth Avenue, New York, New York 10019 (hereinafter called the "**Condominium**"), which Declaration was recorded in the New York County Office of the Register of the City of New York (hereinafter called the "**Register's Office**") on _____, 200__, in Reel _____, at page _____ (as the same may have been amended, hereinafter called the "**Declaration**"), shall have the same meanings in this Residential Unit Power of Attorney as in the Declaration.

The undersigned: _____, having an office/residing at: _____, the owner of the condominium unit (hereinafter called the "**Unit**") known as Unit No. _____ at the Condominium, said Unit(s) being so designated and described in the Declaration and also designated as Tax Lot _____ in Block _____ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of the City of New York and on the Floor Plans of the Condominium certified by _____ on _____, 200__, and filed with the Real Property Assessment Bureau of the City of New York on _____, 200__, as Condominium Plan No. _____ and also filed in the Register's Office on _____, 200__, as Condominium Plan No. _____, [does/do] hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute:

(A) the Residential Board of the Condominium (the "**Residential Board**"), jointly 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 Residential Board, or in the name of their designee (corporate or otherwise), but subject in all respects to the provisions of the Declaration Condominium By-Laws and the Residential By-Laws (collectively, the "**Condominium Documents**"), then in effect, to:

(i) acquire in the name of the Residential Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Unit, together with its appurtenant Common Interest:

(a) in connection with the enforcement of the Residential Board's lien for unpaid Residential Common Charges;

(b) whose owner desires to surrender the same pursuant to Section 6.2.2 of the Residential By-Laws;

(c) that becomes the subject of a foreclosure or other similar sale; or

(d) for the use and occupancy of a superintendent or resident building manager;

on such terms, including, without limitation, price (with respect to subdivisions (c) or (d) above) as said attorneys-in-fact shall deem proper;

(ii) acquire or lease in the name of the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, any Residential Unit, together with its appurtenant Common Interest, from any Residential Unit Owner desiring to sell, convey, transfer, assign or lease the same, on such terms and conditions as said attorneys-in-fact shall deem proper;

(iii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Residential Unit so acquired or to sublease any Residential Unit so leased by them, without the necessity of any authorization by the Residential Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Residential Unit which the undersigned could do if personally present; and

(iv) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office:

(a) any declaration or other instrument affecting the Residential Section and/or the Condominium that the Residential 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 (including, without limitation Chapter 3 of Title 25 of the New York City Administrative Code) applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Residential Section or the Condominium; or

(b) following due authorization by any affected Residential Unit Owner(s) to the extent required in the Condominium Documents, any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium, the Residential Section or any of the Common Elements, in each case that the Residential Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Residential Board shall constitute the acts of said attorneys-in-fact.

This Residential Unit Power of Attorney shall be irrevocable; and

(B) the board of managers of the Condominium (the **"Condominium Board"**), jointly 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), but subject in all respects to the provisions of the Condominium Documents, then in effect, to:

(i) acquire in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Unit, together with its appurtenant Common Interest:

(a) in connection with the enforcement of the Condominium Board's lien for unpaid General Common Charges;

(b) whose owner desires to surrender the same pursuant to Section 13 of the Condominium By-Laws; or

(c) that becomes the subject of a foreclosure or other similar sale;

on such terms, including, without limitation, price (with respect to subdivisions (c) above) as said attorneys-in-fact shall deem proper;

(ii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Commercial Unit so acquired or to sublease any Commercial Unit so leased by them, without the necessity of any authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Commercial Unit which the undersigned could do if personally present; and

(iv) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office:

(a) any declaration or other instrument affecting the Condominium that the Condominium 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 (including, without limitation Chapter 3 of Title 25 of the New York City Administrative Code) applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium; or

(b) following due authorization by any affected Unit Owner(s) or the Residential Board, in each case to the extent required in the Condominium Documents, any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium, the Residential Section or any of the Common Elements, in each case that the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

This Residential Unit Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned (has) (have) executed this Residential Unit Power of Attorney as of the ___ day of _____, 200__.

_____

_____

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

On the __ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the __ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, County of _____ and State of _____.

_____
Notary Public

EXHIBIT 3

RESIDENTIAL UNIT DEED

CONDOMINIUM UNIT DEED

CPS 1 REALTY LP

TO

_____

THE PLAZA CONDOMINIUM
768 Fifth Avenue
New York, New York 10019
Unit _____

County:	New York
Block:	1274
Lot:	_____

Record and Return to:

Kramer Levin Naftalis & Frankel LLP
Attorneys for Sponsor
1177 Avenue of the Americas
New York, New York 10036
Attention: Jonathan H. Canter, Esq.

CONDOMINIUM UNIT DEED

THIS INDENTURE is made the ___ day of _____, 200 , by and between CPS 1 Realty LP, a Delaware limited partnership having an address at c/o El-Ad Properties NY LLC, 225 Fifth Avenue, New York, New York 10010 (hereinafter called "**Grantor**") and _____, having an address at _____ (hereinafter called "**Grantee**").

W I T N E S S E T H:

That Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and release unto Grantee, and the heirs or successors and assigns of Grantee, forever:

The Condominium Unit (hereinafter called the "**Unit**") in the building (hereinafter called the "**Building**") known as The Plaza Condominium and by the street address 768 Fifth Avenue, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Unit _____ in that certain declaration, dated as of _____, 200__ , made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter called the "**Condominium Act**") establishing condominium ownership of the Building and the land (hereinafter called the "**Land**") upon which the Building is situate (which Land is more particularly described in Schedule A annexed hereto and by this reference made a part hereof), which declaration was recorded in the New York County Office of the Register of The City of New York (the "**City Register's Office**") on _____, 200__, as CRFN _____ (which declaration, and any amendments thereto, are hereinafter collectively called the "**Declaration**"). The Unit is also designated as Tax Lot __in Block _____ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of The City of New York and on the Floor Plans of the Building certified by _____ on _____, 200__, and filed with the Real Property Assessment Bureau of The City of New York on _____, 200__, as Condominium Plan No. ___ and also filed in the City Register's Office on _____, 200__, as Condominium Plan No. ___;

together with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration) of The Plaza Condominium;

together with the appurtenances and all the estate and rights of Grantor in and to the Unit;

together with, and subject to, all of the rights, obligations, easements, restrictions and other provisions set forth in the Declaration, the Condominium By-Laws (as defined in the Declaration) as may be amended from time to time (said By-Laws and any amendments thereto are hereinafter collectively called the "**Condominium By-Laws**"), and the Residential By-Laws (as defined in the Declaration) as the same may be amended from time to time (said By-Laws and any amendments thereto are hereinafter collectively called the "**Residential By-Laws**"), including, without limitation, the restrictions and other provisions with respect to the permitted

uses of the Unit; all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

subject also to such other liens, agreements, covenants, easements, restrictions, consents, other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively called the "**Property**") as more particularly described in Schedule B annexed hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same unto Grantee, and the heirs or successors and assigns of Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

Grantor covenants that Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Offering Plan and the Purchase Agreement (each as defined in the By-Laws), and the Declaration and By-Laws. This covenant is for the personal benefit of Grantee only and cannot be assigned to, exercised by, or inure to the benefit of any other person or entity, including, without limitation, any insurer of Grantee's title or successor to Grantee's interest.

In the event of a claimed breach of any covenant of Grantor contained in the preceding paragraph, Grantee shall first seek recovery against Grantee's title insurer before proceeding against Grantor for any breach of such covenants, it being agreed that the liability of Grantor shall be limited to the extent only that any loss or damage shall not be covered by such title insurance. In the event that Grantee shall elect not to purchase title insurance, then the liability of Grantor shall be limited to the extent only that any loss or damage would not have been covered by the title insurance that was available to Grantee as of the date of this conveyance. The terms of any marked-up title binder issued by any title insurer that is a member of the New York State Land Title Association, Inc. in connection with any unit in the Building shall be conclusive evidence against Grantee of the title insurance coverage that was available to Grantee as of the date of this conveyance.

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that Grantor will receive the consideration for this conveyance, and will hold the right to receive such consideration, as a trust fund for the purpose of paying the cost of the improvements at the Property required to be made by Grantor and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

Grantee hereby 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, including, without limitation, all the terms and provisions with respect to the permitted uses of the Unit.

Grantee hereby acknowledges that the Property shall at all times be known as "The Plaza Condominium" except as otherwise provided in the Declaration.

This conveyance is made in the regular course of business actually conducted by Grantor. The Unit is not subject to a credit line mortgage.

The term "**Grantee**" shall be read as "**Grantees**" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this indenture as of the day and year first above written.

CPS 1 REALTY LP

By: CPS 1 Realty GP LLC, its general partner

By:_____
Miki Naftali
President

PURCHASER:

_____
(Purchaser's Signature)

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

On the __ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the __ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, County of _____ and State of _____.

_____
Notary Public

SCHEDULE A

Description of the Land

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the comer formed by the intersection of the northerly side of West 58th Street with the westerly side of Fifth Avenue Plaza;

RUNNING THENCE northerly along the westerly side of Fifth Avenue Plaza, 200 feet 10 inches to the corner formed by the intersection of the southerly side of West 59th Street with the said westerly side of Fifth Avenue Plaza;

THENCE westerly along the southerly side of West 59th Street, 250 feet;

THENCE southerly parallel with Fifth Avenue Plaza, 100 feet 5 inches to the center line of the

THENCE westerly parallel with West 59th Street and along said center line, 35 feet:

THENCE southerly parallel with Fifth Avenue Plaza, 100 feet 5 inches to the northerly side of West 58th Street;

THENCE Easterly along the northerly side of West 58th Street, 285 feet to the first mentioned corner, the point or place of BEGINNING.

Fifth Avenue Plaza is now known as Grand Army Plaza.

59th Street is now known as Central Park South.

SCHEDULE B

Permitted Encumbrances

Refer to Permitted Encumbrances set forth
as Schedule A to the Purchase Agreement

[To be inserted prior to Closing]

EXHIBIT 4
DESCRIPTION OF PROPERTY AND BUILDING CONDITION

DESCRIPTION OF THE PROPERTY AND SPECIFICATIONS

768 Fifth Avenue
New York, New York

A. Location and Use of the Property:

1. Address: 768 Fifth Avenue
New York, New York

2. Block/Lot Number: Block 1274, Lot 25 (Building Lot)

The Property will be benefited and/or burdened by the followings easements:

The Property will be benefited by a light and air easement from Lot 55 (22 Central Park South, to the west on Central Park South).

The Property will be both benefited and burdened by various mechanical and ventilation easements from Lot 55.

The Property will be benefited by various egress easements from Lot 55.

3. Zoning: Zone C5-2.5 (Special Midtown District) and R10-H. Zone C5-2.5 fronts on Central Park South, Fifth Avenue and the easterly portion of the lot on West 58th Street. Zone R10-H fronts on the westerly portion of the lot on West 58th Street.

4. Permissible Uses: Zone C5-2.5 (Special Midtown District): Use Groups 1-6, 9-12 as per New York City Zoning Resolution, which permits residential, community facility and commercial uses.

Zone R10-H: Use Groups 1-4 as per New York City Zoning Resolution, which permits residential and community facility uses.

The Property and proposed uses will comply with all zoning and use requirements at closing.

The existing Building is a hotel with restaurants, banquet facilities and retail, which is a pre-existing nonconforming use in the R10-H zone. The conversion to residential use is permitted as-of-right in both zones. The location of Residential Units on the same floor as commercial use is permitted as-of-right under the provisions for residential conversion of the zoning resolution.

Portions of the Building which are not converted to residential use, including restaurants, will remain as hotel or hotel accessory use until such time as a Special Permit (74-711), which is planned to be sought, is granted, at which time some of the restaurant and hotel accessory spaces in the lower floors will become retail space, commercial use group 6 (restaurant), or other permitted commercial use.

In the event that the Special Permit application is denied, these spaces could remain hotel or hotel accessory use, be converted to residential or another conforming use or combination thereof.

B. Status of Construction:

1. Year built: 1907, 1921 extension on W. 58th St.

2. Class of Construction: Class 1 (old code), conforming to all applicable regulations of the Building Code of the City of New York.

The Building will comply with Local Law 58/87 with the exception of the residential public corridor entries to Residential Units 201 and PH2006 and stairs within Residential Units 401 near the entry. A reconsideration is being obtained from the New York City Department of Buildings to allow for the exception at the residential public corridors and within the Unit.

3. Certificate of Occupancy:

The Plaza Hotel has a Certificate of Occupancy, dated August 31, 1992, which allows hotel rooms on the 3rd through 18th floors; apartments, offices, accessory shops, storage rooms and a telephone room on the 19th floor and Penthouse; and storage rooms, restaurants, stores, offices and ballrooms, in the subcellar, the subcellar mezzanine, the cellar, 1st

floor, 1st floor mezzanine and 2nd floor. The Plaza Hotel has also received a series of Temporary Certificates of Occupancy, the latest of which is dated December 16, 2004, which seem to be substantially identical to the 1992 C of O, except that in the cellar an accessory health club has replaced a restaurant and theater. A new Certificate of Occupancy, primarily J2, apartments, and J1, hotel, will be issued for the Building when the alteration is complete. A new Temporary Certificate of Occupancy will be issued upon completion of construction of a portion of the residential section of the Building. The Sponsor will obtain a temporary Certificate of Occupancy for each Residential Unit prior to the closing of each Residential Unit.

4. Description of Work: The existing Building will undergo a major interior rehabilitation with the exception of certain interior elements that will be preserved per NYC Landmarks Preservation Commission. See Article I.5 of this report, 'Landmark Status'. The existing exterior of the Building is to remain with the exception of new roofing surfaces as required. A new one-story addition (floor 21) will be added above floor PH, which will contain the upper level of the new duplex apartments and mechanical spaces. There will also be small additions at the 19th and PH floors on the north and east sides of the courtyard. Substantially all mechanical equipment, plumbing, sprinklers, electrical systems, will be replaced with the exception of existing incoming utility services, existing air handling units serving some of the 1st floor spaces, existing fire reserve tank on roof, existing life safety generators and existing fuel oil storage that will remain. All of these will be tested and refurbished as required to assure that they are in proper working order. All lintels, sills, terraces, existing storage tanks and vaults to be retained will be refurbished as required to be in useable condition. All piping will be in good condition at closing. Although primarily new, there will be a combination of new and existing partitions and finishes throughout, with the exception of certain rooms that are being preserved per the NYCLPC which will be retained and refurbished.

C. Site:

1. Size: The size of the Land is approximately 53,723 square feet.

2. Number and Use of The Building:

The Building, which will be the only structure on the Property located on the west side of Fifth Avenue from Central Park South to West 58th Street. The Building will consist of 181 Residential Units, 1 Hotel Unit, 1 Accessory Unit and1 Club Unit.

The component of the Building referred to in this report as 'Hotel Unit' will be renovated by the Unit Owner/Owners and/or lessees. It currently anticipated by the Sponsor that the 'Hotel Unit' will consist of 130 transient guest suites, and a hotel condominium consisting of approximately 152 apartments for individual ownership. The hotel condominiums will be offered by a separate offering plan filed at a later time.

The Residential Units will be collectively known as the Residential Section.

The Hotel Unit, Accessory Unit and Club Unit will collectively be known as the Commercial Section.

The Club Unit is an existing commercial health club. The new owners may elect to renovate the existing club.

The primary residential entrance will be located on Central Park South. The primary entrance to the Hotel Unit will be from the combined entrance on Fifth Avenue with a secondary dedicated entrance located on West 58th Street. Entrances to the Accessory Unit will be located on Central Park South, Fifth Avenue and West 58th Street. Interior convenience doors will be located between the residential lobby and the Accessory Unit and between the Hotel Unit and the Accessory Unit. The common loading dock will be located on West 58th Street.

3. Streets: The Property is abutted by Central Park South, Fifth Avenue and West 58th Street. These streets are paved with asphalt, owned and maintained by the City of New York and are in fair condition.

The streets abutting the Property are pitched to drain through catch basins. There are three catch basins, one on each street. The catch basins are part of the New York City storm water drainage system. They are in usable condition.

4. Drives, Sidewalks and Ramps:

The existing sidewalks adjacent to the Property are primarily concrete sidewalks, with certain accent areas of terrazzo, running full width from the property line along each street and pitched for drainage to the curb. All curbs abutting the Property are existing bluestone and metal curbs. The sidewalks and curbs are generally in good condition, as they were replaced in either 2000 or 2004, with the exception of a portion of the sidewalk along West 58th Street. Sidewalk lighting will be provided primarily by the three existing New York City light poles and wall mounted sconces. At the completion of the renovation, the Sponsor will repair any damaged sidewalk or curbs.

There is site lighting at entrances.

D. Utilities:

1. Electricity:

Electricity is provided by Consolidated Edison Company ("Con Edison"), a regulated company, and is direct metered to the Building. The electricity consumed by each Residential Unit (including the electricity required to power water-source heat pumps) is individually sub-metered by the Building. The electricity consumed in the Commercial Units will be separately sub-metered and paid for by the owners of such Units or their tenants. Finally, the electricity consumed in the common areas of the Building will be separately sub-metered and the cost of the same will be borne by the Unit Owners as a common expense and be allocated to each Unit as noted in the budget.

2. Gas:

Gas is provided by Con Edison. Gas consumed by each of the Commercial Units will be separately metered and paid for by the Owners of such Units or their tenants. Gas serving the Residential Section will be direct metered. The cost of the gas consumed in the Residential Section, including all gas used for cooking in the Residential Units on floors 1 through 21, and gas heating equipment serving corridors will

be borne by the Residential Unit Owners as a common expense and be allocated to each Residential Unit as noted in the budget.

3. Water and Sewer: Water and sewer service are existing by the City of New York. Any water consumed in each Commercial Unit and the Residential Section will be separately sub-metered. The charges for the water and the corresponding sewer rents for the Commercial Units will be paid for by the Owners of each Commercial Unit or their tenants. The charges for water and sewer services provided to the balance of the Building and the Residential Section (including the Residential Units, and the common areas of the Building) will be sub-metered and borne by all Unit Owners as a common expense and be allocated to each Unit as noted in the budget.

4. Telephone: Telephone service will be provided by Verizon and/or another service provider. Every Residential Unit Owner will be required to pay their associated telephone charges and initial charges for activating individual outlets in the Residential Units, except for the kitchen outlet. The telephone charges with respect to the public areas of the Building (such as the concierge's desk, resident manager's office, maintenance offices and shops, etc.) will be borne by all Unit Owners as a common expense and be allocated to each Unit as noted in the budget. Similarly, the charges with respect to the telephones in the Commercial Units will be separately paid for by the Commercial Unit Owners or their tenants.

5. Cable/Satellite Television:

Cable/Satellite television service will be provided by Time Warner Cable TV of New York and/ or another service provider. Every Residential Unit Owner who desires to obtain such service will be required to pay the cable company for activating the wiring in their Unit and for installing additional outlets they desire. Wiring within the Commercial Units will be the responsibility of the respective Unit Owners or their tenants. Thereafter, all Unit Owners will be required to pay a monthly service charge to such service provider, which will vary depending upon the services subscribed to by the Unit Owner. The cable television charges with respect to the public areas of the

Building (such as the resident manager's office, maintenance offices, etc.) will be borne by all Unit Owners as a common expense and be allocated to each Unit as noted in the budget.

6. High Speed Internet: Unit Owners will be able to obtain high-speed internet access by DSL or cable modem. Every Unit Owner who desires to obtain such service will be required to pay the applicable service provider for activating the wiring in their Unit and for installing additional devices they desire. Thereafter, the Unit Owner will be required to pay a monthly service charge to such service provider, which will vary depending upon the services subscribed to by the Unit Owner. The high-speed internet charges with respect to the public areas of the Building (such as the concierge's desk, resident manager's office, etc.) will be borne by all Unit Owners as a common expense and be allocated to each Unit as noted in the budget.

7. Steam: Steam service will be provided by Con Edison or other service provider, and is direct metered to the Building. The steam consumed in the Commercial Units will be separately sub-metered and paid for by the owners of such Units or their tenants. Steam consumed in the Residential Section will be sub-metered and all residential steam costs will be borne by the Residential Unit Owners as a Common Expense and be allotted to each as noted in the budget and be allocated to each Unit as noted in the budget. Steam consumed by 22 Central Park South will be separately sub-metered and paid for by the owners of such building or their tenants. Finally, the steam consumed in the common areas of the Building will be separately sub-metered and the cost of the same will be borne by the Unit Owners as a common expense and be allocated to each Unit as noted in the budget.

E. Sub-Soil Conditions:

Based on the original Building structural drawings the existing foundation walls are a combination of poured-in-place reinforced concrete and brick on concrete strip footings. The existing slab-on-grade at the subcellar level is concrete over waterproofing on a gravel bed with drain piping leading to sump pit. The

columns are supported on steel grillage over spread footings.

The existing foundation system of the Building, which includes the foundation, column footings, wall footings, foundation walls, various pits, the subsurface drainage system and related elements and which was constructed approximately 100 years ago, is not readily open to inspection. Based on the limited available information, the various elements, including the drainage system, appear to be in working order. However, no warranty is made by Sponsor or the undersigned that underground water conditions will not change in the future or that possible deterioration of hidden elements within the foundation might not have occurred given the age of the structure. Any defects adversely affecting the integrity of the Building or its structure discovered during the course of renovation will be corrected.

F. Landscaping:

All landscaping at the 5th floor Exterior Garden Court will be new.

1. Grass cover: None.

2. Plantings: Groundcovers (*Vinca minor, Hedera helix, Euonymus fortunei 'Coloratus'*) on the 5th floor courtyard surrounding the pitched water course.

Seasonal annual plantings (Impatiens, Begonias) in the planted areas and in decorative urns.

Evergreen shrubs (*Taxus baccata repandans, Ilex crenata 'Convexa', Rhododendron maximum, Prunus laurocerasus 'Schipkaensis'*) in front of the balustrade surrounding the 5th floor courtyard.

3. Trees: Seventeen (17) minor trees (*Amelanchier canadensis, Cornus florida, Viburnum prunifolium*) in the 5th floor courtyard; 12 at the west end of the courtyard and 5 at the southeast entrance to the courtyard from the hotel.

4. Fencing: Divider fences at hotel and residential private terraces will be metal.

5. Garden Walls: Cast stone balustrades (3-1/2' ht.) with decorative, planted urns, separate the private terraces from the interior of the courtyard.

6. Retaining Walls: Granite retaining walls (2-1/2' max. ht.) will support the cast stone balustrade and create a divider between private and public space in the courtyard.

7. Display Pools and Fountains:

A 48' x 25' pool with three spray jets will sit in the center of the eastern portion of the courtyard. It will be 15" high and surrounded by a 1'-8" wide granite coping.

A second pool with granite coping will be situated within the planted area in the western portion of the courtyard. It will feature a lighted sculptural element on a granite pedestal. This pool will spill into a pitched water course, surrounded by granite pavers that will run down towards the eastern part of the courtyard.

G. Building Size:

1. Total Height: Approximately 279'-0" from the sidewalk at Residential entrance on Central Park South to the top of roof at the southeast corner pavillion.

2. Number of Floors Below Grade:

There are 4 levels below grade with varying heights – Starting from the lowest level they are Mechanical Floor (D), Lower Concourse (C), Lower Concourse Mezzanine (B) and Main Concourse (A).

3. Number of Floors above Grade:

There are 21 stories above grade, 1st Floor/Lobby Level, 2-19, PH, 21 and Main Roof.

5. Equipment Rooms: At Floors D, C, A, Main Roof.

6. Parapet/Railing Assemblies:

The parapet and/or railing assemblies will extend a minimum of 3' -6 " above the roofs.

H. Occupancy:
(Location of Units and Residential Lobby)

Mechanical Floor (D):
None.
Lower Concourse (C):
Accessory Unit, Hotel Unit.
Lower Concourse Mezzanine (B):
None.
Main Concourse (A):
Accessory Unit, Hotel Unit, Club Unit.
1st Floor/Lobby Level:
Residential Lobby, Accessory Unit, Hotel Unit, lower floor of 1 duplex Residential Unit.
2nd Floor: upper floor of 1 duplex Residential Unit, Accessory Unit, Hotel Unit.
3rd Floor: 5 Residential Units, Accessory Unit, Hotel Unit.
4th Floor: 5 Residential Units, Accessory Unit, Hotel Unit.
Floors 5-19, PH and 21:
170 Residential Units, Hotel Unit.

I. Structural System:

1. Structural System: The original existing structure was built circa 1907 and has a structural steel framing with concrete fill over terracotta slabs. The later addition (circa 1921) has a structural steel framing with cinder concrete slabs. The base building structure that will be exposed during the renovation will be visually observed and conditions that require corrective work will be repaired. Where existing fireproofing of steel members is disturbed or removed during the alteration, new fireproofing of gypsum board and/or spray-on materials will be installed..

The current proposed renovation will use slab on metal deck for all infills and additional floor areas.

2. Exterior Walls: The existing exterior walls are solid brick construction and brick on terracotta in some locations, generally with a plaster finish at the interior. The plaster finish will be repaired as required. The walls are approximately one foot thick with an 'R' rating of 2.5. The lower four floors of the street facades have a marble veneer over brick at the original portion of the Building and a limestone veneer over the brick at the

1920's addition. At various locations, terracotta is used as a decorative trim.

Exterior repair has been ongoing. See 'Existing Conditions Survey,' prepared by Higgins & Quasebarth which is on file and available for inspection at the Sponsor's office.

Neither Sponsor nor the undersigned will be responsible for the means, methods, or procedures used in the original installation of this ornamentation, nor for the adequacy or condition of anchors or other supports that are not open to visual inspection.

The new facades at the 21st floor, as well as the new portions of the facade at the 19th and PH floors will be constructed of metal panels, 6" metal studs, 5½" R-19 batt insulation, with an interior finish of 5/8" gypsum wallboard. The new walls, inclusive of the new interior finish, will have an aggregate nominal thickness of 1'-2" and an "R" rating of 19.

3. Doors and Windows:

There are a variety of existing window types and materials. The windows are primarily double hung, with some fixed panels and some sections of louver. Glass is primarily insulated glass, except for the windows below the 5th floor, which are single pane. Copper and copper and bronze-clad sash are predominant on the base of the Building. There are aluminum replacement windows and louvers in selective areas on the first through third floors. Throughout the upper floors of the Building and the mansard, aluminum windows were installed over the original wood frames, with the exception of the rounded corner turrets, where the original copper-clad sash and frames remain. No screens or separate storm windows will be provided. All exterior windowsills are existing stone. The perimeter of all windows are caulked to control water and air infiltration. The windows are generally in fair to good condition. See the 'Existing Conditions Survey' for further information.

Structural performance: Withstand without excessive deflection, damage or impairment of function the wind

load established by the requirements of the New York City Building Code.

Local Law 11 report will be due in five year cycles. The next cycle will be due in 2007.

As noted in the By-Laws, portions of all curtains, drapes, blinds or other window treatment, by Unit Owners or Occupants, visible from the exterior of the Building should be white to give the Building a uniform exterior appearance.

4. Lot Line windows: The windows on the west façade on the southerly section of the Building from floors 8-13 will be provided with sprinklers due to the proximity and construction of the building on the adjacent lot to the west. These windows, and above, may be required to be reduced in size and/or be provided with sprinklers where not currently provided, if the adjoining Property is ever redeveloped with one or more buildings of different configurations than that now located on the same. The rooms having these windows have other windows that, under the existing building codes, will satisfy light, air and other requirements for the lawful use of such rooms for habitation purposes. These windows in the Residential Units are identified on the floor plans that follow this Report.

The Property is benefited by a light and air easement, which protects the windows on the west façade on the northerly section of the Building, however these windows on floors 5-13 will be provided with sprinklers due to the proximity and construction of the adjacent building to the west. Any future development (alteration or new construction) on the adjacent lot would be required, by any governing authorities having jurisdiction, to respect the legal light and air for these windows and not create a non-conforming condition. These windows in the Residential Units are identified on the floor plans that follow this Report.

5. Landmark Status: The Building was designated an 'Individual Landmark' by the NYC Landmarks Preservation Commission ("LPC") in 1969. This designation applies only to the exterior of the Building. Additionally, in 2005, LPC designated a number of the significant spaces as Interior Landmarks. The designation applies to the

Plaza Hotel Interior, ground floor (floor 1 of condominium) interior consisting of the Fifth Avenue vestibules, Lobby, corridor to the east of the Palm Court, the Palm Court, Terrace Room, corridor to the north of the Palm Court connecting to the 59th Street Lobby and the Oak Room, foyers to the Edwardian Room from the corridor to the north of the Palm Court and the 59th Street Lobby, the Edwardian Room, 59th Street Lobby and vestibule, the Oak Room and Oak Bar, corridor to the east of the Oak Room, corridor to the south of the Palm Court, and the staircases connecting the ground floor to the mezzanine (2nd floor of the condominium) floor, mezzanine floor interior consisting of the Terrace Room Corridor, Mezzanine Foyer, Terrace Room balcony, Terrace Room and fountain, and the staircase connecting the mezzanine floor to the first (3rd floor of the condominium) floor Grand Ballroom Foyer, first floor interior consisting of the Grand Ballroom Foyer, Grand Ballroom Corridor, Grand Ballroom and stage, and Grand Ballroom boxes; and the fixtures and the interior components of these spaces, including but not limited to wall surfaces, ceiling surfaces and floor surfaces, murals, mirrors, chandeliers, all lighting fixtures, attached furnishings, doors, exterior elevator doors and grilles, railings and balustrades, decorative metalwork and attached decorative elements. This designation imposes special restrictions on current work being done as part of the alteration as well as upon the construction, alteration, demolition and reconstruction of the Building in the future. In the event any such construction, alteration, demolition or reconstruction of the Building would affect the exterior of the Building or protected areas of the interior, the Condominium will have to apply to the Landmarks Preservation Commission for permission to perform such work. LPC, before approving the work, could impose additional requirements or conditions, which could increase the cost and time required to complete the work. In addition, where proposed work in the Building requires a Building Permit, notwithstanding the fact that such work does not affect the protected exterior or protected interior portions of the Building, the LPC requires that a "certificate of no effect on protected architectural features" be issued. For the current renovation, a Special Permit (74-711) is required which entails approval by the NYC

Department of City Planning due to the change of Occupancy and change of use.

6. Parapets and Coping: Any existing parapets and copings on the existing Building are existing masonry with existing terra cotta copings with metal rails as required and are in fair condition. Any new roof parapet construction will be a continuation of the new metal panel exterior wall with new metal copings. New painted metal rails will be added if required to meet the minimum 3'-6" height as required.

7. Chimneys and Caps: All unused flues will be eliminated after the equipment is decommissioned and removed. After removal of the flue above the roof, the roof penetration will be closed up.

   The Building will have two new refuse chutes. The chutes will each have an explosion vent and metal flashing collar. The chutes will be metal enclosed in a concrete and/or concrete block flue with 1 1/2 hour rated doors at every opening. The Building will have two restaurant flues terminating in accordance with the New York City Building Code at the roof of the Building. The flues will be enclosed in a concrete and/or concrete block and/or gypsum wallboard shaft. Bathroom and residential kitchen exhaust vents will be provided with multiple fan systems exhausting to the exterior where required by code.

   The majority of the existing fireplace flues will be eliminated and the flues will be decommissioned. The existing flues that are to remain are masonry, will terminate in accordance with the New York City Building Code at the roof of the Building, will be repaired as required and will be suitable for gas-firing.

8. Balconies and Terraces:

   The private terraces will have a new surface finish of new concrete pavers typically including those surrounding the 5th floor Exterior Garden Court, granite pavers at 5th floor Exterior Garden Court, new or existing masonry parapets, new or existing stone, terracotta or aluminum coping, and painted aluminum rail if required. Dividers between private terraces will be metal fences. Dividers between 5th floor private terraces and Exterior Garden Court will be a cast

stone balustrade. The existing parapets and copings that are to remain after the renovation of the Building are generally in fair to good condition. Access to the terraces will be through new swing doors constructed of insulated tempered glass in aluminum frames.

Terraces will occur at the 5th and 9th floor of the Hotel Unit, Exterior Garden Court at 5th floor and Residential Units 501, 502, 506, 508, 510, 1911, 1915, PH2001, PH2003, PH2009, PH2011 and PH2015.

There are existing decorative, inaccessible balconies at 13th floor of the Hotel Unit and Residential Units 1301, 1303, 1307, 1309, 1313, 1501, 1503, 1505, 1507, 1509, 1511 and 1513.

9. Exterior Entrances:

The primary residential entrance on Central Park South has two existing revolving doors and a pair of existing swing doors. The secondary residential entrance/combined egress located on West 58th Street has 3 pairs of swing doors. The combined entrance to the Hotel and Accessory Units on Fifth Avenue has 2 pairs of existing swing doors and one existing revolving door. The dedicated hotel entrance on Fifth Avenue will have a pair of swing doors and the secondary entrance to the Hotel Unit located on West 58th Street has a pair of swing doors. The entrance to the Accessory Unit on West 58th Street has three pairs of swing doors, while the entrance on Central Park South will have one pair. All of these doors are bronze and glass. All entrances except the Accessory Unit entrance on West 58th Street have existing stone stairs with bronze handrails. Chair lifts are/will be provided per Section I. 19 of this Report. The common loading dock located on West 58th Street will have two new garage type roll-up doors.

The cast-iron and copper marquees, although not original features, have become important parts of the Plaza's character. There are eight marquees: three large marquees, four medium-sized and one smaller marquee. All of the marquees have copper tops set in ornamented cast-iron frames. Three of the marquees, located on Fifth Avenue, Central Park South and W. 58th Street, have been restored to first class condition since 2000 and will remain.

10. Service Doors: All service doors, existing and new will be 1.5 hour fireproof, self closing, hollow metal doors with metal frames.

11. Roof and Roof Structures:

All flat roof areas, whether new or existing will receive new roofing systems. The roofing system will be an Insulated Roof Membrane Assembly (IRMA) roof comprised of fluid-applied water-proofing installed below extruded polystyrene board insulation, installed below concrete pavers or stone ballast.

Flashing will be as follows: base flashing, fluid-applied waterproofing membrane; counter-flashing, existing or new copper or stainless steel; and drain-flashing; neoprene.

Existing or new cast iron drains will be provided, which will discharge through existing or new internal and/or external leaders into the Building storm systems.

Existing green, glazed terra-cotta roof tiles covering all of the sloped surfaces will be removed, cleaned and re-laid in existing steel frames over new roofing consisting of membrane roof.

The new roofs will be warranted by the roofing manufacturer for a period of 10 years and guaranteed by the contractor for a period of two years.

There are existing metal and glass skylights over various stairwells, mechanical room and other locations. Generally the skylights are in fair to poor condition and will be repaired as required.

12. Fire Escapes: None.

13. Yards and Courts: The Exterior Garden Court at the 5th floor will be as described in Sections F and I.8 of this Report.

14. Interior Stairs: The new stairs will be metal pan with steel stringers and risers with concrete treads and platforms and metal rails. The existing stairs are steel stringers with marble or concrete risers, treads and platforms and metal rails. The stair enclosures are a combination of existing terracotta and new masonry and/or gypsum wallboard and are painted. Duplex will have new

wood stairs with new wood handrails. Any existing portions of the stairs or enclosures that are to remain will be in good condition at closing.

STAIR NUMBER	FLOORS SERVED	EXISTING/NEW	REMARKS
1	1-21	New	
2	1-3	New	
3	C-2	New	
4	2-Main Roof	Existing	Marble partial/not fully enclosed
6	1-21	Existing	Marble partial/not fully enclosed
7	C-21	Existing	
8	1-3	Existing	Marble partial/not fully enclosed
9	1	New	Marble/not enclosed
10	1-2	Existing	Marble, not fully enclosed
11	A-1	Existing	
12	A-1	Existing	Marble, not enclosed
13	1-3	New	Marble, not enclosed
14	1-2	Existing	Not enclosed
15	1-2	Existing	Not enclosed
16	A	Existing	
17	C-A	Existing	
18	C-B	Existing	
19	D-C	Existing	
20	D-C	Existing	
21	D-C	Existing	
22	D-C	Existing	
23	C-1	New	
24	C-1	New	

15. Interior Doors and Frames:

The entrance door and frame to each Residential Unit will be painted raised-panel wood 2¼" thick F.P.S.C. 1 1/2 hour rated, STC 35 db, with painted metal frames, and marble saddles. Apartment interior swing and pocket doors will be raised panel painted wood in hollow metal frames with saddles as per the door schedule.

The entrance door and frame to each of the Storage Bins at the Lower Concourse will be metal mesh in metal frames. All public corridor doors and frames will be hollow metal doors. Stair hall doors and frames will be painted flush-panel hollow metal, 1 3/4" thick, F.P.S.C. 1 1/2 hour rated with marble saddles.

Cellar and service area doors and frames will be painted flush-panel hollow metal, 1 3/4" thick, F.P.S.C. 1 1/2 hour rated with saddles, as appropriate.

16. Elevators:

ELEV. NO.	FLOORS SERVED	SPEED (ft./min)	CAP. (LBS/ PEOPLE)	MACH. TYPE	MANUF./ MODEL NO.
PE1	1-2, 3-PH	350	2,000/11	Overhead geared traction	Existing
PE2	1-2, 3-PH	350	2,000/11	Overhead geared traction	Existing
PE3	1-2, 3-PH	350	2,000/11	Overhead geared traction	Existing
SE4	C, A, 2-PH	350	2,500/13	Overhead geared traction	Existing
PE4A	A, 2, 4	125	3,000/16	Hole-less Hydraulic	New; re-use hoistway
PE5	C, A, 1, 3-19, PH	700	2,500/13	Overhead gearless	Existing/ Upgrade
PE6	C, A, 1, 3-19, PH	700	2,500/13	Overhead gearless	Existing/ Upgrade
PE7	A, 1, 3-19	700	2,500/13	Overhead gearless	Existing/ Upgrade
PE8	1, 3-19	700	2,500/13	Overhead gearless	Existing/ Upgrade
PE9	A, 1, 2	150	2,500/13	Hole-less hydraulic	New; re-use hoistway
PE11	1, 3, 4	150	3,500/18	Hole-less dual-roped hydraulic	New
PE12	1, 3, 4	150	3,500/18	Hole-less dual-roped hydraulic	New
PE13	A, 1-3	250	3,500/18	Overhead geared traction	Existing/ Upgrade
PE14	A, 1-3	250	3,500/18	Overhead	Existing/

ELEV. NO.	FLOORS SERVED	SPEED (ft./min)	CAP. (LBS/ PEOPLE)	MACH. TYPE	MANUF./ MODEL NO.
				geared traction	Upgrade
FE16	D, C, A, 1-3	100	6,000/32 Freight	Hole-less dual-roped hydraulic	New
SE17	C, A, 1-4	150	4,000/21 Service	Hole-less dual-roped hydraulic	New
SE18	C, A, 1-4	150	4,000/21 Service	Hole-less dual-roped hydraulic	New
SE19	C, A, 1	150	2,500/13	Hole-less dual-roped hydraulic	New
SE20	C, A, 1	150	2,500/13	Hole-less dual-roped hydraulic	New
DW21	A, 1	50	500/No Pass.	Traction Dumbwaiter	New
SE22	C, 1-19	400	3,000/16	Overhead geared traction	New
SE23	C, 1-19	400	3,000/16	Overhead geared traction	New
SE24	A, 1	100	2,000/11 Service	Hole-less Hydraulic	New
SW25	C, A, 1	50	3,000/16 Freight	Hydraulic	Existing/ Upgrade

ELEV. NO.	PLATFORM SIZE	DOOR SIZE	DOOR OPERATION	REMARKS
PE1	5'-0" w x 5'-8" d	2'-10" x 6'-10"	2-speed center opening	
PE2	5'-0" w x 5'-8" d	2'-10" x 6'-10"	2-speed center opening	
PE3	5'-0" w x 5'-8" d	2'-10" x 6'-10"	2-speed center opening	
SE4	5'-4" w x 6'-6" d	3'-6" x 7'-0"	2-speed side opening	
PE4A	6'-6" w x 6'-6 ½" d	4'-0" x	2-speed side	

ELEV. NO.	PLATFORM SIZE	DOOR SIZE	DOOR OPERATION	REMARKS
		7'-0"	opening	
PE5	5'-0" w x 6'-2" d	3'-0" x 6'-10"	2-speed side opening	
PE6	5'-0" w x 6'-2" d	3'-0" x 6'-10"	2-speed side opening	
PE7	5'-0" w x 6'-2" d	3'-0" x 6'-10"	2-speed side opening	
PE8	5'-0" w. x 6'-2" d	3'-0" x 6'-10"	2-speed side opening	
PE9	6'-0" w x 5'-6" d	3'-6" x 7'-0"	2-speed side opening	
PE11	7'-4" w. x 6'-2" d	4'-0" x 8'-0"	Single-speed center opening	
PE12	7'-4" w. x 6'-2" d	4'-0" x 8'-0"	Single-speed center opening	
PE13	7'-0" w x 5'-9" d	4'-2" x 7'-0"	Single-speed center opening	
PE14	7'-0" w x 5'-9" d	4'-2" x 7'-0"	Single-speed center opening	
FE16	8'-4" w. x 7'-4" d	8'-0" x 8'-0"	Vertical Bi-Parting	
SE17	7'-0" w. x 7'-3" d	4'-6" x 7'-0"	2-speed side opening	
SE18	7'-0" w. x 7'-3" d	4'-6" x 7'-0"	2-speed side opening	
SE19	5'-4" w. x 6'-8" d	3'-6" x 7'-0"	2-speed side opening	
SE20	7'-0" w. x 6'-1" d	4'-0" x 7'-0"	2-speed side opening	
DW21	3'-0" w. x 3'-0" d	3'-0" x 4'-0"	Vertical Slide	
SE22	5'-4" w. x 7'-0" d	3'-6" x 7'-0"	2-speed side opening	
SE23	5'-4" w. x 7'-0" d	3'-6" x 7'-0"	2-speed side opening	

ELEV. NO.	PLATFORM SIZE	DOOR SIZE	DOOR OPERATION	REMARKS
SE24	6'-0" w. x 5'-1" d	3'-6" x 7'-0"	2-speed side opening	
SW25	Existing	Existing	Bilco S/W Doors	

PE Passenger Elevator
SE Service Elevator
FE Freight Elevator
SW Sidewalk Elevator
CL Chair Lift
DW Dumb-waiter

The make and model of the new elevators, SE4, SE4A, PE9, SE17 and 18, PE19 and 20, SE22, SE23 and SE24 will be either Otis Elevator Company/Custom, Schindler Elevator Company/Custom, Thyssenkrupp Elevator Company/Custom, Kone Elevator Company/Custom, or approved equal utilizing industry standard and quality manufacturers and components.

The existing elevators PE1, 2, 3, 5, 6, 7 and 8, PE13 and 14 will be modernized/upgraded utilizing industry standard quality components.

The existing elevators PE11 and 12 were recently modernized and will be retained.

The existing sidewalk car, SW25, will be retained and upgraded utilizing industry standard and quality components.

17. Elevator Cabs:

The following is a finish schedule for the elevator cabs. All finishes are new except as noted below: A manufacturer for the elevator cabs has not yet been selected:

ELEV. NO.	FLOOR	WALLS	CEILING	LIGHTING	REMARKS
PE1	mosaic tile and/or carpet	wood/ metal/ mirror	wood	cove and surface-mounted	
PE2	mosaic tile and/or	wood/ metal/	wood	cove and surface-	

ELEV. NO.	FLOOR	WALLS	CEILING	LIGHTING	REMARKS
	carpet	mirror		mounted	
PE3	mosaic tile and/or carpet	wood/ metal/ mirror	wood	cove and surface-mounted	
SE4	metal	metal	metal	recessed downlights	
PE4A	mosaic tile and/or carpet	wood/ metal/ mirror	wood	cove and surface-mounted	
PE5	mosaic tile and/or carpet	wood/ metal/ mirror	wood	cove and surface-mounted	
PE6	mosaic tile and/or carpet	wood/ metal/ mirror	wood	cove and surface-mounted	
PE7	mosaic tile and/or carpet	wood/ metal/ mirror	wood	cove and surface-mounted	
PE8	ceramic mosaic tile, carpet	wood/ metal/ mirror	wood	cove and surface-mounted	
PE9	ceramic mosaic tile, carpet	wood/ metal/ mirror	wood	cove and surface-mounted	
PE11	mosaic tile and/or carpet	wood/ metal/ mirror	wood	cove and surface-mounted	
PE12	mosaic tile and/or carpet	wood/ metal/ mirror	wood	cove and surface-mounted	
PE13	mosaic tile and/or carpet	wood/ metal/ mirror	wood	cove and surface-mounted	
PE14	mosaic tile and/or carpet	wood/ metal/ mirror	wood	cove and surface-mounted	
FE16	metal	metal	metal	recessed downlights	
SE17	metal	metal	metal	recessed downlights	
SE18	metal	metal	metal	recessed downlights	
SE19	metal	metal	metal	recessed downlights	

ELEV. NO.	FLOOR	WALLS	CEILING	LIGHTING	REMARKS
SE20	metal	metal	metal	recessed downlights	
DW21	metal	metal	metal	recessed downlights	
SE22	metal	metal	metal	recessed downlights	
SE23	metal	metal	metal	recessed downlights	
SE24	metal	metal	metal	recessed downlights	
SW25	metal	metal	metal	recessed downlights	

18. Escalators: Two new chain drive type escalators will be provided, with a step width of 32 inches, speed of 100 fpm (4,000 persons/hour) and glass side balustrades. The escalators will be located in the Accessory Unit. The two escalators (1-2) will serve landings A and 1. The manufacturer and model nos. of the escalators will be Schindler 9300-10, KONE ECO-3000, Thyssen 'Velino' or Approved Equal.

19. Chair Lifts: The existing chair lift, located on the Central Park South side of the building, serving from the sidewalk to 1st Floor/Lobby Level, will be retained and upgraded. New chair lifts will be installed at the Fifth Avenue entrance also serving from the sidewalk to 1st Floor/Lobby Level and in the Accessory Unit, serving a change of elevation on the 1st Floor/Lobby Level. Each of the chair lifts will travel at 25 ft./min., have a capacity of 700 lbs/1 person, 3'-0" x 4'-0" platform and have rack/pinion type machines. Each will be of quality manufacture, as produced by Savaria, Concord or approved equal.

J. Auxiliary Features:

1. Laundry Room: There will be one laundry room, located at the Lower Concourse (Level C), serving the Residential Units. The laundry room will contain 3 electric, coin-operated washers and 3 gas-fired, coin operated dryers. The dryers will be vented by an exhaust fan to the exterior. Utility charges for the laundry room will be allotted to the Residential Limited Common Elements and will be

allocated to each Residential Unit as noted in the budget.

All Residential Units will also have their own electric clothes washer and ventless electric dryers.

2. Refuse Disposal: There will be one refuse chute serving the Residential Section of the Building. The refuse chute will be located off the public corridor on the residential floors. The refuse chute will lead to a compactor (Wilkinson Model 45-K or approved equal) located at the Lower Concourse (C). The compactors, when installed, will receive all necessary government approvals.

3. Bicycle and Pram Room: The Bicycle and Pram Storage Room, located at the Lower Concourse (Level C) will have racks to store bicycles and prams. This facility will be for residential occupants only. The Bicycle and Pram Storage Room will be part of the Residential Limited Common Elements and Residential Vault and the costs and expenses to operate and maintain the facility will be included in the Residential Common Expenses.

4. Storage Bins: Storage Bins, located at the Lower Concourse (Level C) will be accessible from the public corridor. There will be approximately 126 Storage Bins on the Lower Level. The Storage Bins will be licensed to individual Residential Unit Owners only. The Storage Bins and the corridors will be part of the Residential Limited Common Elements and the costs and expenses to operate and maintain the facility will be included in the Residential Common Expenses.

5. Exterior Garden Court: The Exterior Garden Court, located at the 5th floor will be accessible will be accessible from the public corridor. The Exterior Garden Court is described in Articles F and I.8 of this Report. The Exterior Garden Court will be part of the Residential Limited Common Elements and the costs and expenses to operate and maintain the facility will be included in the Residential Common Expenses.

K. Plumbing and Drainage:

1. Water Supply: The existing water services to remain, and distribution piping will be replaced where required. New backflow

preventers (RPZ's) shall be provided for all water services. A new suction tank (15,000 gallon) shall be provided to serve the new constant pressure pumping system, which will serve the entire Building.

2. Domestic Hot Water: Separate new central domestic water heaters (steam generated) and piping distribution system shall be provided for the Residential Units and Hotel Unit. Accessory Unit and Club Unit shall generate their own domestic hot water.

3. Fire Protection System: New separate sprinkler and standpipe risers with distribution system provides full sprinkler and fire standpipe hose coverage throughout the Building.

   A new 750 GPM automatic fire pump provides the required system pressure for the sprinkler system only. Existing storage tank at the roof level and new storage tank at the 19th floor will provide the required second service for the Accessory Unit.

   New hose racks will be provided where required.

   Existing Siamese connections shall remain or be added as required.

4. Water Storage Tanks: New steel water storage tank, totaling 11,000 gallons, an existing 5,000 gallon tower storage tank will serve sprinkler system for the retail component of the accessory areas only. The existing 5,000 gallon tower storage tank will also serve the fire standpipe system throughout the building. Domestic water service is provided through a new 15,000 gallon suction tank and new constant pressure system.

5. Water Pressure: Water pressure for all zones is provided by a new constant pressure pumping system. Minimum pressure in all zones is 25 psi. Pressure reducing valves are provided to limit maximum pressure to 85 psi.

6. Sanitary Sewage System:

   The existing sanitary drainage is connected to public street sewer. An existing sewage ejector is provided for sanitary fixtures below house sewer level, which will be upgraded as required.

The existing sewage piping is cast iron piping for all soil, waste and vent. All discharge to house trap connected to city sewer.

7. Storm Drainage System:

The storm drainage system consists of existing risers, and horizontal piping connected to house trap and discharging into city sewer. Any portions of storm piping found in poor condition will be replaced with "no hub" cast iron piping.

Catch Basins: There are no catch basins required on the Property.

Yard and Roof Drains: Drains at tank level roof and main roof and at terraces connected to leaders and storm drainage system.

8. General:

A new system of water piping will be provided throughout. System will include new constant pressure system and hot water heaters. Only existing common areas which retain their original fabric will retain and re-use existing piping.

New sanitary and vent risers will be utilized with new branch waste and vent piping to fixtures. Only existing common areas which retain their original fabric will retain and re-use existing piping.

L. Heating, Ventilation & and Air Conditioning:

1. Heating:

Heating will be provided to the individual Residential Units by their respective water source heat pumps with heat injected into the recirculating water loop as required. Each heat pump unit and all associated piping shall be new. Each heat pump unit will be controlled with a separate thermostat.

Con Edison steam injects heat into the heat pump water loop via a new shell and tube heat exchanger, and is also used to generate domestic hot water. The steam service is reduced in pressure with new and existing pressure reducing valves with double reduction to 12 psi with supply to heat pump loop converter, domestic hot water heaters and steam heating coils.

2. Air Conditioning:

Air conditioning is provided for all Residential Units by new water source heat pumps. Air conditioning for common areas will be provided by new chilled water air handling units and associated costs will be borne by all Unit Owners as a common expense.

New roof mounted cooling towers and piping, via plate and frame heat exchangers, provide the required heat rejection for the heat pump water loop. The associated condenser water will be sub-metered and the associated costs will be borne by all Unit Owners as a common expense.

3. Chilled Water/Condenser Water:

Chilled water used in the central air conditioning systems serving Building common areas and Hotel and Club Units is produced by new electric centrifugal chillers having a total rated capacity of 1,140 tons. Chilled water used for the Building common areas and Hotel and Club Units will be metered, and costs allocated accordingly. The cost of chilled water for Residential Unit public areas (e.g. the main lobby) and allocated share of Building common areas will be borne by all Unit Owners as a common expense.

The condenser water to be used by the chillers and the Commercial Units is produced by new cooling towers located on the roof. Condenser water use by the Commercial Units will be metered and associated costs will be borne by the Commercial Units or their tenants. Chillers are located in the sub-subcellar (Level D) mechanical room.

4. General:

The central system is designed to provide sufficient heat to maintain inside conditions of 70 ±2 degrees Fahrenheit when the outside conditions are 5 degrees Fahrenheit and sufficient air conditioning to maintain inside conditions of 78 degrees Fahrenheit and 50% ±5% relative humidity when the outside conditions are not more than 89 degrees Fahrenheit dry bulb and 73 degrees Fahrenheit wet bulb. The system is designed to meet the requirements of the current New York State Energy Code.

The rated capacities of the various types of units to be installed in the Residential Units are as shown on the following table. Units are provided in each

exterior occupied room, and some bathrooms and kitchens.

Heat Pump Unit No.	Manufacturer and Model Number	CFM	GPM	COOLING TBTUH	HEATING SBTUH
A	FHP EM012	320	2.6	20,161	11,041
B	FHP EM015	450	3.7	13,500	17,700
C	FHP EM018	510	4.4	16,500	21,100
D	FHP EM031	870	6.8	27,185	39,566
E	FHP EM041	1,100	9.9	37,400	47,200

Reference should be made to the Building plans and specifications for the types of units to be installed in each Residential Unit, which are on file at the sales office.

Heating and cooling is available throughout the year as required and will be adequate for peak periods.

5. Public Areas: New air-cooled rooftop air conditioning units provide ventilation air and conditioning to the Residential Unit corridors. The main lobby and Building common areas are served with new packaged chilled water air handling units.

6. Special Ventilation: A new system of mechanical ventilation shall be provided for all Residential Units. Interior bathrooms and interior kitchens will be ventilated through new vertical risers to new central fan systems exhausting to exterior of Building. Clothes dryers shall be non-vented type.

7. Fresh Air: Fresh air for apartment interiors will be available by opening windows only.

M. Gas Supply:

Gas cooking will be available for all Residential Units and gas will also be available for clothes dryers in common laundry room. A separate gas riser will be provided to service the building roof top heating units. The gas will be metered by the Utility Company, and will be supplied and distributed through new black steel piping.

N. Electrical Systems:

Electric service is provided by Con Edison at 120/208 Volts, 3 phase, 4 wire to an electric Switchboard Room and distributed through various size service and distribution switches for the Residential Units and the Commercial Units.

The Building is served via five Con Edison electrical service take-offs. The five service take-offs are directly metered by five Con Edison meters that are totalized. The combined limit for the three most westerly take-offs is 8300 amperes per phase per half hour demand. The combined limit for the two most easterly take-offs is 5700 amperes per phase per half hour demand.

The Commercial Units will be separately sub-metered and all costs will be borne by the Commercial Units or their tenants. There will be sub-metering for common areas of the Building.

Electric service will be provided to the Residential Units from new Electrical Closets located on every floor. Individual feeders, which will vary in capacity, will be run to each Residential Unit. Metering for each residential unit is sub-metered by the Condominium Board.

Circuits will be provided in each Residential Unit with the capacity to handle the typical loads within the Unit (lighting, appliances, receptacles) including its water source heat pump units.

Switched incandescent or fluorescent lighting fixtures will be provided in all bathrooms, walk-in closets, foyers, and kitchens. Switched receptacles will be provided in living rooms and bedrooms. Ground fault receptacles will be provided in bathrooms and kitchens. The heat pump units in each Residential Unit will be connected to the Unit's electrical panel.

Unit services, including switching and fusing, shall be adequate for modern day appliances, lighting, convenience outlets, washers, dryers, and heat pump units.

The electrical distribution and wiring system for the Residential Units will be new with new electrical panels, conduit and wiring.

Individual separately sub-metered feeders, which vary in capacity, will be run to each Residential Unit as follows:

RESIDENTIAL UNIT TYPE	VOLTAGE	CIRCUIT BREAKER FRAME 2P+N	CIRCUIT BREAKER TRIP	# OF CIRCUITS
Studio	208/120	100	100	12
1 Bedroom	208/120	100	100	14
2 Bedrooms	208/120	125	110	18
3 Bedrooms	208/120	125	125	20
4 Bedrooms	208/120	150	150	22
5 Bedrooms	208/120	200	200	24

O. Telephone, Intercom and Security Systems:

Telephone service enters the Building, and will be fed to a TSER (Telecommunications Service Entry Room), and to a main telephone room (Technology Equipment Room) and then distributed through conduits and sleeves to various areas of the Building, including the Floor Serving Terminal servicing the Residential Units and hotel rooms. Each Residential and Commercial Unit will receive telephone service through wires running between a closet in the Unit and the Floor Serving Terminal servicing such Unit.

The Building will be provided with either a "telephone" type dial intercom system, permitting the occupants of the Residential Units to communicate over a standard touch-tone telephone with the concierge's desk, the security office and other areas of the Building or a dedicated Intercom System. The jack for this telephone will be standard wall telephone jack or an Intercom System located in the kitchen. Sponsor will provide one system in each kitchen. All new communications wiring will be UTP (unshielded twisted pair) wire capable of providing digital telecommunications and high speed internet service to various parts of the Residential Unit.

Closed circuit television cameras will be a combination of Fixed and PTZ cameras. Cameras will be provided in the selected locations, entrance corridors to the elevators, inside elevators, service lobby and back of house areas. The viewing monitors will be located within the Security Office and concierge desk. The cameras will be designed to view the immediate area within the field of view of the cameras and will not necessarily cover all of the areas involved.

Access control will be on all service and main entry doors and sensitive areas as identified by owner.

A stand-alone Intercommunication will be provided at access points allowing two-way communication and notification to the security and concierge desk after hours or for service entry.

Perimeter protection will include door sensors on all perimeter exterior doors. These sensors will provide detection on stairway doors roof hatches and the like. Motion detection provided for all corridors and back of house areas and sensitive areas or rooms as identified.

The Building will be provided with a new fire alarm system comprised of separate panels and devices that will serve the Residential and Commercial areas of the Building. The Residential portion of the Building shall be served by a standpipe fireline telephone and signaling fire alarm system. The fire alarm system will meet the requirements of the New York City Building Code.

P. Television Reception Facilities:

Wiring will be installed in each Residential Unit to obtain cable television and/or satellite digital service from one or more cable or satellite television service providers. Two cables are provided to each Residential Unit to facilitate up to two separate services to each apartment at a time. One or both of these cables may be utilized by the Unit Owner to receive high speed internet service via a cable modem.

The Building will not be equipped with a Master Television Antenna System.

Q. Public Area Lighting:

Lighting will be furnished to the public areas of the Building through fluorescent and/or incandescent fixtures. Emergency lighting will be provided per code requirements in public corridors and stairways.

R. Garage:

None.

S. Recreation Facilities:

None.

T. Permits and Certificates:

The Building will be renovated under an alteration application. Drawings have been filed under an Alteration Application No. 104129863.

Attached are the following reports:

Local Law 11

Asbestos (See attached report for compliance with applicable asbestos regulations, 13NYCRR 20.7(cc))

Lead-based Paint

Violations

All required inspection certificates and permits, including Elevator Inspection and Sprinkler System, will be provided before closing.

U. Vaults:

Existing sidewalk vaults are located under Central Park South, Fifth Avenue and West 58th Streets at the Lower Concourse, Lower Concourse Mezzanine (West 58th St. only), and Main Concourse levels. The vault space will be used as part of the Building (Mechanical, Residential Limited Common Vault, Hotel Vault, Club Vault and Accessory Vault). Vault spaces are subject to standard New York City vault license rules.

V. Unit Information:

1. Residential Unit Information:

There will be 181 Residential Units.

Top of floor slab to bottom of hung ceiling heights in the Units will be 9'-0" to 11'-0", but may vary from floor to floor. Ceiling heights in the kitchen, powder rooms and bathroom will be approximately 9'-0". Ceiling heights in the public corridors will be approximately 10'-0" to 14'-0". At beam drops and/or where there are concealed mechanical pipes or ducts or dropped ceilings, heights may be lower than the above stated heights and may also vary slightly from room to room.

The types of Residential Units, together with the type and number of rooms in each of the same are as follows:

Type/ Rooms	Unit
STUDIO	
Studio, Kitchen and 1 Bath	Unit: 1202, 1302, 1402, 1502, 1602
ALCOVE STUDIO	
Alcove, Studio, Kitchen and 1 Bath	Unit: 1206, 1306, 1406, 1506, 1606, 1706, 1806
1 BEDROOM	
1 Bedroom, Living Room, Kitchen and 1 Bath	Unit: 508, 608, 708, 808, 908, 1008, 1108, 1208, 1210, 1308, 1310, 1408, 1410, 1508, 1510, 1608, 1610, 1710, 1810
1 BEDROOM	
1 Bedroom, Living Room, Kitchen and 1.5 Baths	Unit: 407, 502, 602, 605, 702, 705, 802, 805, 902, 905, 1002, 1005, 1102, 1105, 1205, 1211, 1305, 1311, 1405, 1411, 1505, 1511, 1605, 1611, 1711, 1811, 1904, PH2006
1 BEDROOM	
1 Bedroom, Living Room, Library, Kitchen and 2.0 Baths	Unit: 1906
1 BEDROOM	

Type/ Rooms	Unit
1 Bedroom, Living Room, Dining Room, Kitchen and 2.0 Baths	Unit: 1204, 1304, 1404, 1504, 1604, 1704, 1804
2 BEDROOM	
2 Bedrooms, Living Room, Kitchen, and 2 Baths	Unit: 506, 510, 606, 610, 706, 710, 806, 810, 906, 910, 1006, 1010, 1106, 1110, 1907, PH2002
2 BEDROOM	
2 Bedrooms, Living Room, Dining Room, Kitchen, and 2 Baths	Unit: 1803
2 BEDROOM	
2 Bedrooms, Living Room, Kitchen and 2.5 Baths	Unit: 305, 311, 315, 401, 503, 505, 507, 603, 703, 803, 903, 1003, 1103,1203, 1303, 1403, 1503, 1603, 1701, 1702, 1703, 1801, 1802, 1803, 1903
2 BEDROOM	
2 Bedrooms, Living Room, Dining Room, Kitchen, and 2.5 Baths	Unit: 405, 513, 613, 713, 813, 913, 1013, 1113,1213, 1313, 1413, 1513, 1613, 1713, 1813, 1911,
2 BEDROOM	
2 Bedrooms, Living Room, Dining Room, Library, Kitchen, and 2.5 Baths	Unit: 309
2 BEDROOM	
2 Bedrooms, Living Room, Den, Kitchen and 3.5 Baths	Unit: 501, 601, 701, 801, 901, 1001, 1101,
3 BEDROOM	
3 Bedrooms, Living Room, Kitchen and 3.0 Baths	Unit: 607, 707, 807, 907, 1007, 1107, 1207, 1307, 1407, 1507, 1607,
3 BEDROOM	
3 Bedrooms, Living Room, Dining Area, Kitchen and 3.0 Baths	Unit: 1709, 1809
3 BEDROOM	
3 Bedrooms, Living Room, Dining Room, Kitchen and 3.0 Baths	Unit: 609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609,

Type/ Rooms	Unit
3 BEDROOM	
3 Bedrooms, Living Room, Kitchen and 3.5 Baths	Unit: 1201, 1301, 1401, 1501, 1601, 1707, 1807,
3 BEDROOM	
3 Bedrooms, Living Room, Dining Area, Kitchen and 3.5 Baths	Unit: 411
3 BEDROOM	
3 Bedrooms, Living Room, Dining Room, Library, Kitchen and 3.5 Baths	Unit: 515, 615, 715, 815, 915, 1015, 1115,
3 BEDROOM	
3 Bedrooms, Living Room, Library, Dining Room, Kitchen and 4.0 Baths	Unit: 409
3 BEDROOM	
3 Bedrooms, Living Room, Kitchen and 4.5 Baths	Unit: 1915
3 BEDROOM	
3 Bedrooms, Living Room, Dining Area, Kitchen, Wet Bar and 4.5 Baths	Unit: 301
3 BEDROOM	
3 Bedrooms, Living Room, Dining Room, Office, Dining Area, Kitchen, Wet Bar, Butler's Pantry and 4.5 Baths	Unit: 201
3 BEDROOM	
3 Bedrooms, Living Room, Library, Dining Room, Kitchen and 5.0 Baths	Unit: 509,
3 BEDROOM DUPLEX	
3 Bedrooms, Living Room, Terrace Room, Dining Area, Wet Bar, Kitchen and 3.5 Baths	Unit: PH2003

Type/ Rooms	Unit
3 BEDROOM DUPLEX	
3 Bedrooms, Living Room, Kitchen, 3 Baths and 2 Half-Baths	Unit: PH2011
4 BEDROOM	
4 Bedrooms, Living Room, Library, Kitchen and 4.0 Baths	Unit: 1901
4 BEDROOM DUPLEX	
4 Bedrooms, Living Room, Entertainment Room, Terrace Room, Dining Area, Wet Bar, Kitchen and 5.5 Baths	Unit: PH2015
4 BEDROOM TRIPLEX	
4 Bedrooms, Living Room, Dining Room, Terrace Room, Office, Studio, Family Room, Library, Wet Bar, Kitchen, 5.0 Baths and 2 Half Baths	Unit: PH2009
5 BEDROOM DUPLEX	
5 Bedrooms, Living Room, Dining Room, Library, Terrace Room, 2 Wet Bars, Dining Area, Kitchen and 5.5 Baths	Unit: PH2001

Fixtures and Appliances: Subject to Sponsor's right to make substitutions as set forth in the offering plan, the Residential Units will be equipped with the following (or comparable) fixtures and appliances:

ITEM	DESCRIPTION	UNITS
Dishwasher	Miele G600 series	All Units
Gas Cook top	Viking 30" VGSU	All Units except 201, 309, 311, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1901, 1911, 1915, PH2001, PH2009, PH2015

ITEM	DESCRIPTION	UNITS
Gas Cook top	Viking 36" VGSU	Units 201, 309, 311, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1901, 1911, 1915, PH2001, PH2009, PH2015
Microwave	GE JEM31SF	All Units
Range Hood (recirculating)	Viking VWH3010 30"	All Units except 201, 309, 311, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1901, 1911, 1915, PH2001, PH2009, PH2015
Range Hood (recirculating)	Viking VWH3610 36"	Units 201, 309, 311, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1901, 1911, 1915, PH2001, PH2009, PH2015
Electric Oven	Viking VESO107C 30"	All Units except 201, 309, 311, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1901, 1911, 1915, PH2001, PH2009, PH2015
Electric Oven	Viking VESO165C 36"	Units 201, 309, 311, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1901, 1911, 1915, PH2001, PH2009, PH2015
Refrigerator	Viking GTS18KHPWW	Units 508, 608, 708, 808, 908, 1008, 1108, 1208, 1308, 1408, 1508, 1608, 510 ,610, 710, 810, 910, 1010, 1110, 1210, 1310, 1410, 1510, 1610, 1710, 1810, 1211, 1311, 1411, 1511, 1611, 1706, 1806, 1904, 1907, PH2002, PH2006

ITEM	DESCRIPTION	UNITS
Refrigerator	Viking DFSB363 36"	All units except 201, 309, 311, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1901, 1911, 1915, PH2001, PH2009, PH2015508, 608, 708, 808, 908, 1008, 1108, 1208, 1308, 1408, 1508, 1608, 510 ,610, 710, 810, 910, 1010, 1110, 1210, 1310, 1410, 1510, 1610, 1710, 1810, 1211, 1311, 1411, 1511, 1611, 1706, 1806, 1904, 1907, PH2002, PH2006
Refrigerator	Viking Professional DFSB423 42"	Units: 201, 309, 311, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1901, 1911, 1915, PH2001, PH2009, PH2015
Kitchen Sink	Kohler K3325	All Units
Kitchen Faucet	Kohler P23050-LV	All Units
Bar Sink	Kohler K-3161 'Poise' undercounter entertainment sink	All wet bars (Units 201, 301, PH2001, PH2003, PH2009, PH2015)and butler's pantry (Unit 201)
Disposer	Viking Designer series	All Units
Washer/ Dryer (integrated washer dryer, electric, ventless)	Miele/ Novotronic WT9461	Units 508, 608, 708, 808, 908, 1008, 1108, 1208, 1308, 1408, 1508, 1608
Washer	Miele/ Touchtronic W1119	All Units except 508, 608, 708, 808, 908, 1008, 1108, 1208, 1308, 1408, 1508, 1608
Dryer (electric, ventless)	Miele/ Touchtronic T1329C	All Units except 508, 608, 708, 808, 908, 1008, 1108, 1208, 1308, 1408, 1508, 1608
Water Closets	Kohler 'Michael Smith Loft'	All Bathrooms and Powder Rooms
Lavatories	Kohler 'Kalligraphos'	All Master Bathrooms

ITEM	DESCRIPTION	UNITS
Lavatories	Kohler 'Michael Smith Loft Pedestal'	All Secondary Bathrooms and Powder Rooms
Bathtubs	Neptune Zen 32"/66"	All Bathrooms except Master Bathrooms Units 401, 501, 601, 701, 801, 901, 1001, 1101, 1201, 1301, 1401, 1501, 1601, 1701, 1801, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1709, 1809, PH2001, PH2003
Bathtubs	Kohler 'Ironworks Historic Clawfoot Tub" 710-W-0	Master Bathrooms Units 401, 501, 601, 701, 801, 901, 1001, 1101, 1201, 1301, 1401, 1501, 1601, 1701, 1801, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1709, 1809, PH2001, PH2003

Finish Schedule: The following is a finish schedule for a typical Residential Unit. All finished are new except as noted below. Any of the finishes that are being retained will be refurbished/replastered as required to be in good condition. This occurs primarily at the inside face of the exterior walls:

Location	**Floor**	**Base**	**Walls**	**Ceiling**	**Remarks**
Foyer, Corridors	wood	painted mdf	5/8" gypsum board-painted and/or existing plaster-painted	Hung 5/8" gypsum board-painted and/or existing plaster-painted	

Location	Floor	Base	Walls	Ceiling	Remarks
Living Room, Dining Room, Den, Closets, All other rooms and halls in Unit.	wood	painted mdf	5/8" gypsum board-painted and/or existing plaster-painted	Hung 5/8" gypsum board-painted and/or existing plaster-painted	
Bedroom	wood	painted mdf	5/8" gypsum board-painted and/or existing plaster-painted	Hung 5/8" gypsum board-painted and/or existing plaster-painted	
Master Bathroom	stone tile	Ceramic tile	5/8" gypsum board-painted and/or existing plaster-painted	Hung 5/8" WR gypsum board-painted and/or existing plaster-painted	7'-7" high ceramic tile, stone countertop, mirror
Secondary Bathrooms	stone tile	Ceramic tile	5/8" gypsum board-painted and/or existing plaster-painted	Hung 5/8" WR gypsum board-painted and/or existing plaster-painted	7'-7" high ceramic tile, mirror
Secondary Bathroom w/ Shower	stone tile	stone tile	5/8" gypsum board-painted and/or existing plaster-painted	Hung 5/8" WR gypsum board-painted and/or existing plaster-painted	7'-7" high stone tile at shower only, mirror
Powder Rooms	stone tile	stone tile	5/8" gypsum board-painted and/or existing plaster-painted	Hung 5/8" gypsum board-painted and/or existing plaster-painted	mirror

Location	Floor	Base	Walls	Ceiling	Remarks
Kitchen	stone tile	stone tile	5/8" gypsum board-painted and/or existing plaster-painted	Hung 5/8" gypsum board-painted and/or existing plaster-painted	stone tile backsplash, stone counter top
Laundry Closet	ceramic tile	ceramic tile	5/8" gypsum board-painted and/or existing plaster-painted	Hung 5/8" gypsum board-painted and/or existing plaster-painted	

W. Substitutions: Sponsor reserves the right to substitute materials, appliances, fixtures and equipment of equal or better quality than those set forth in this report.

X. Safety and Warning Devices:

New smoke detectors will be provided outside the bedrooms in Residential Units, as required by law. Area smoke detectors will be installed in all electrical and mechanical equipment rooms as required by law. New duct mounted smoke detectors will be provided in all supply air handling units with a capacity in excess of 2,000 cfm which is also a New York City Building Code requirement. New carbon monoxide detectors will provided outside bedroom in residential Units where required by law.

Y. Additional Information Dimensions of Units:

The approximate square foot area of each Unit is measured horizontally on each of one or more floors from the exterior side of the exterior walls, at the Building line and/or Property line to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the midpoint of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes (whether along the perimeter or within the Unit), with the exception of specific major shafts, are not deducted from the square foot area of

another Unit, or the midpoint of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes (whether along the perimeter or within the Unit), with the exception of specific major shafts, are not deducted from the square foot area of the Units. Outdoor floor areas of a balcony and/or terrace appurtenant to a Unit are not included in the Unit's indoor floor area.

Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above.

The foregoing constitutes a true, correct and complete Description of Property by our firm for the Property located at 768 Fifth Avenue, New York, New York.

L. Stephen Hill, A. I. A.



EXHIBIT 5

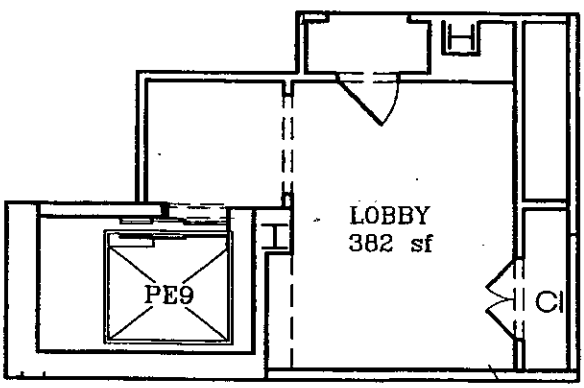
FLOOR PLANS

PLATE:
001

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 1st

RESIDENCE 201-DUPLEX



0 1 2 3 4 5 10

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

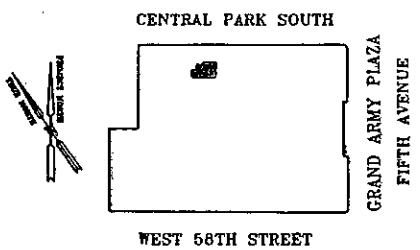


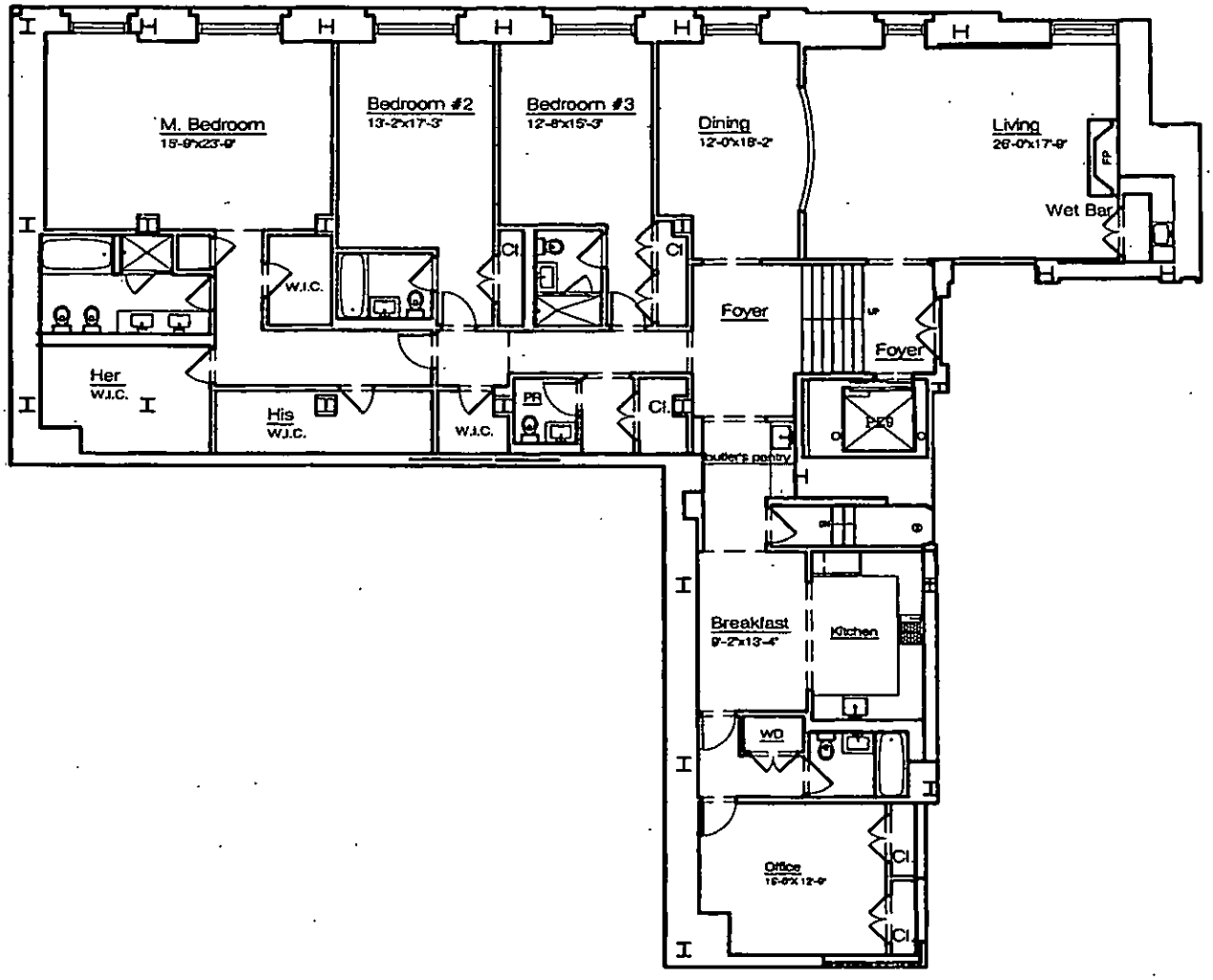
PLATE:
002

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 2nd

RESIDENCE 201-DUPLEX

3 BEDROOMS 4,143 SQ.FT.
4.5 BATHS
DINING
OFFICE



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

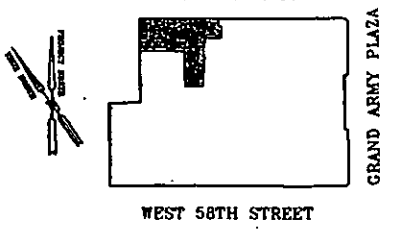


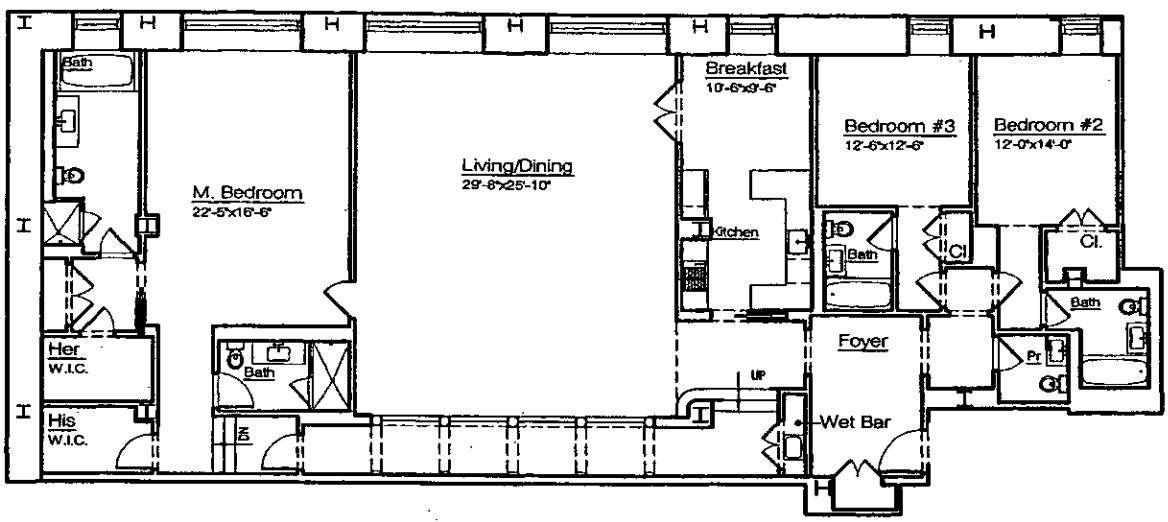
PLATE:
01

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 3RD

RESIDENCE 01

3 BEDROOMS 3,416 SQ.FT.
1 DINING
1 BAR
4.5 BATHS



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

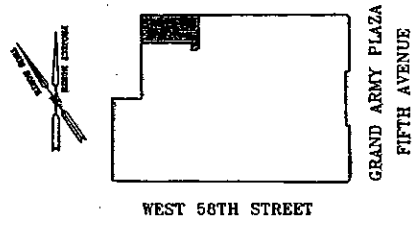


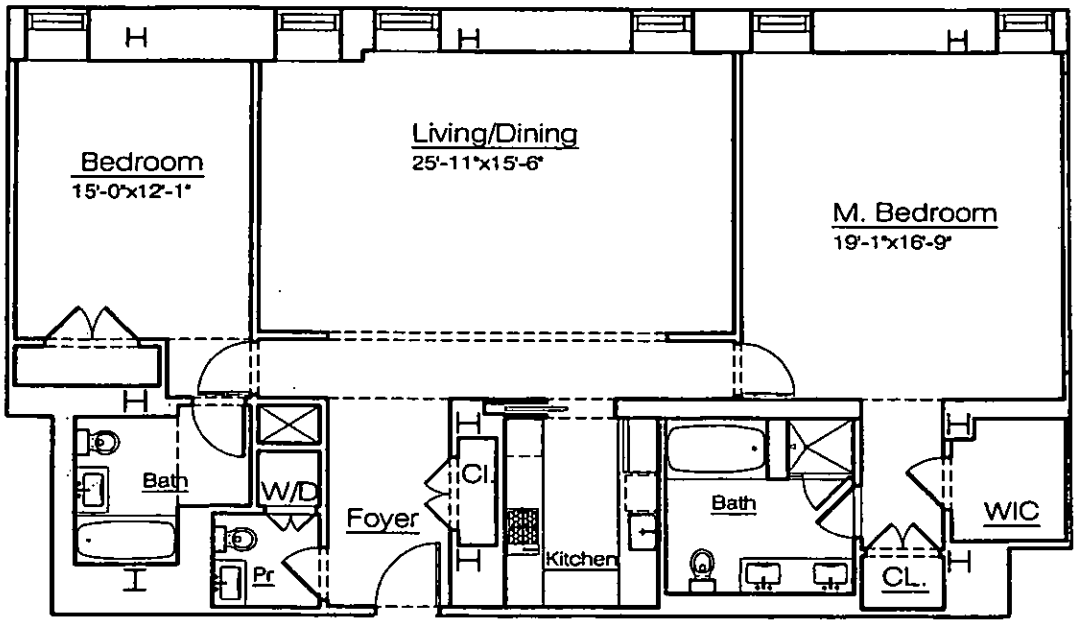
PLATE:
02

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 3RD

RESIDENCE 05

2 BEDROOM 1,795 SQ.FT.
2.5 BATHS



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

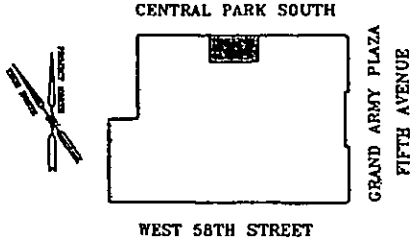


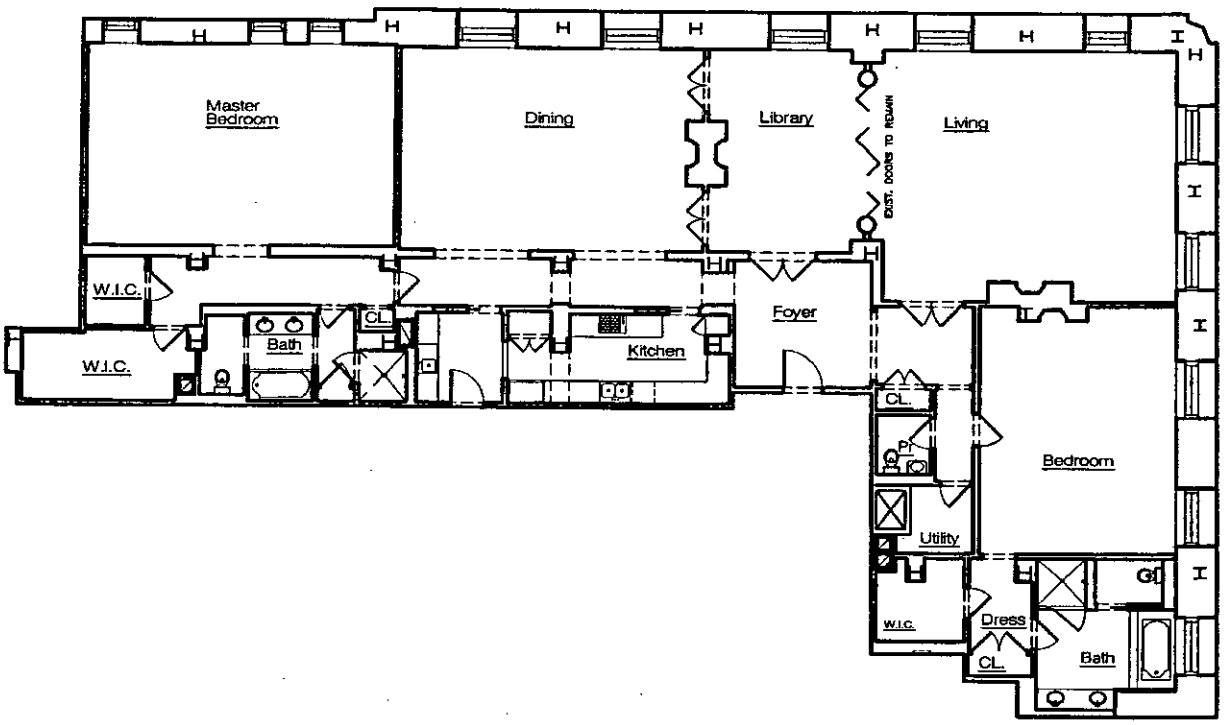
PLATE:
03

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 3RD

RESIDENCE 09

2 BEDROOM 4,542 SQ.FT.
1 DINING
1 LIBRARY
2.5 BATHS



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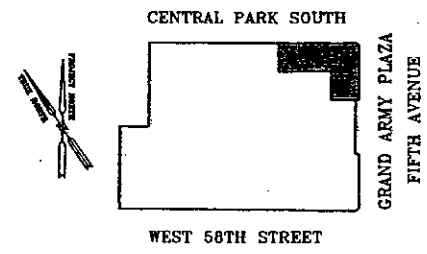


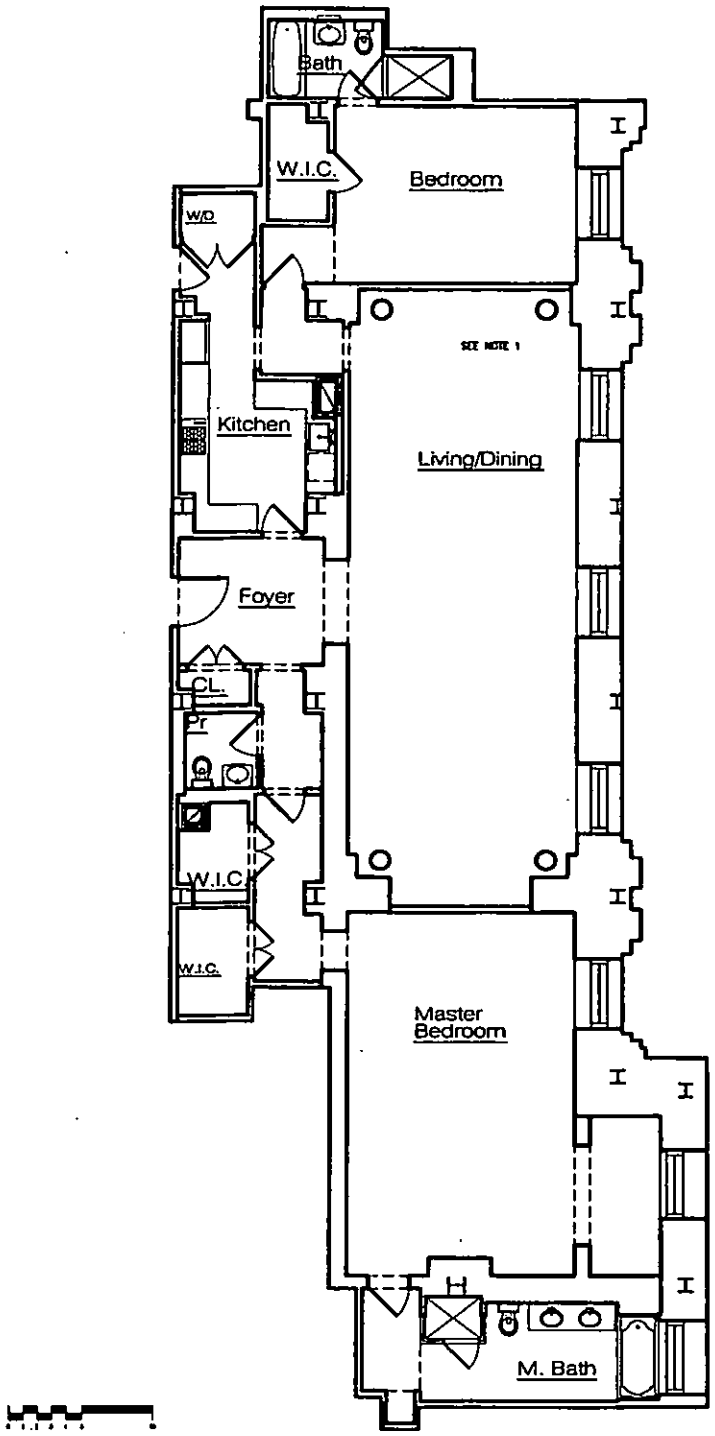
PLATE:
04

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 3RD

RESIDENCE 11

2 BEDROOMS 2,816 SQ.FT.
2.5 BATHS



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

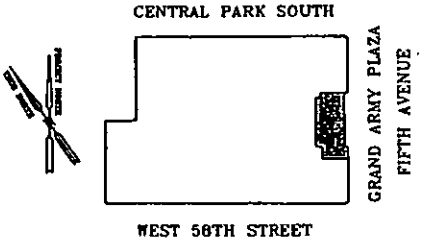


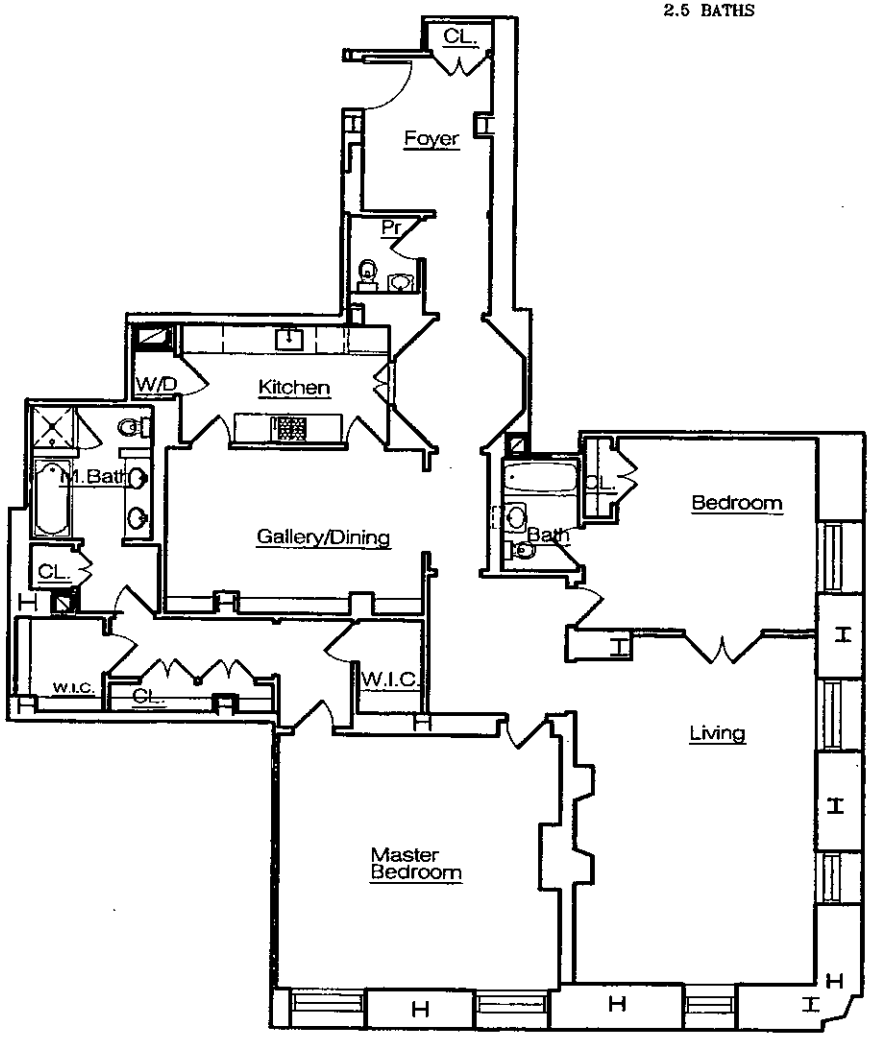
PLATE:
05

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 3RD

RESIDENCE 15

2 BEDROOMS 2,666 SQ.FT.
2.5 BATHS



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

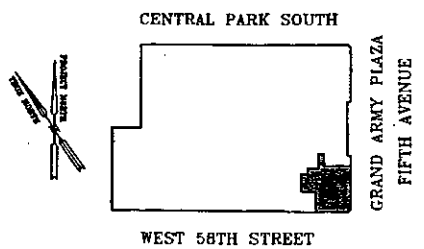


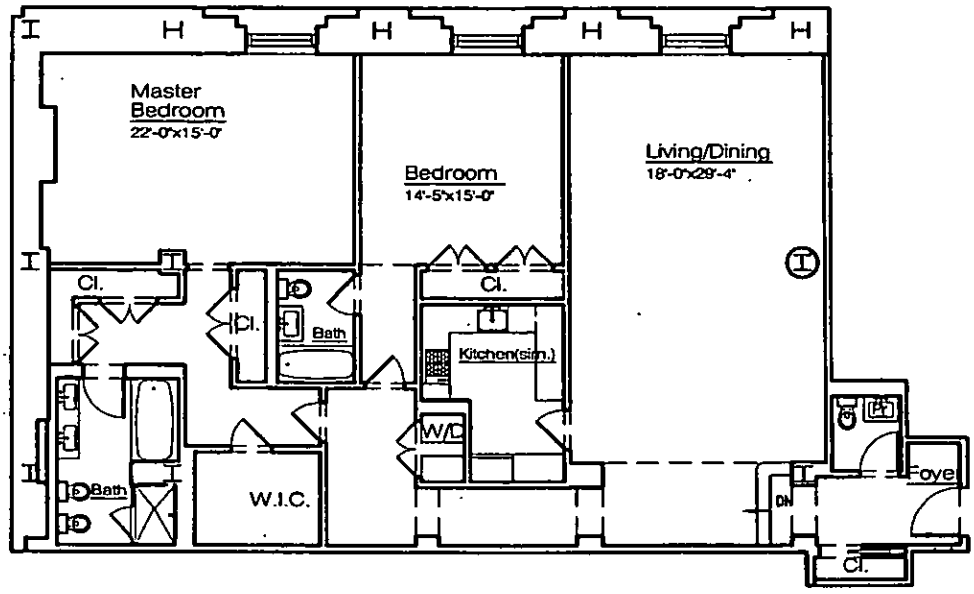
PLATE:
06

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 4TH

RESIDENCE 01

2 BEDROOMS 2,413 SQ.FT.
2.5 BATHS



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

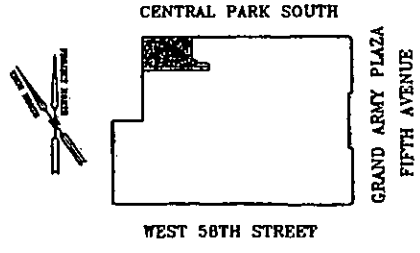


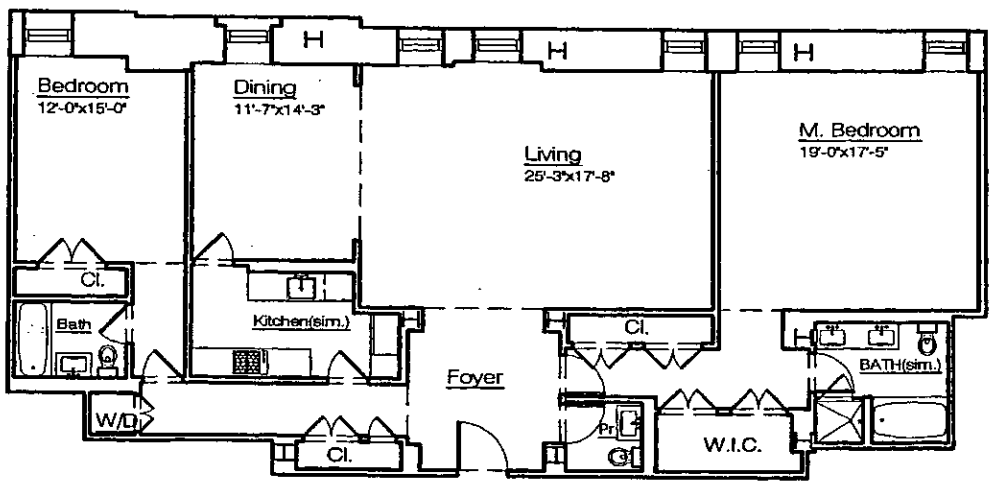
PLATE:
07

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 4TH

RESIDENCE 05

2 BEDROOMS 2,162 SQ.FT.
1 DINING
2.5 BATHS



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

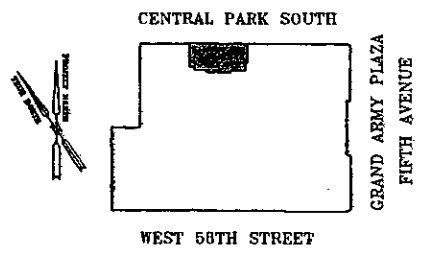


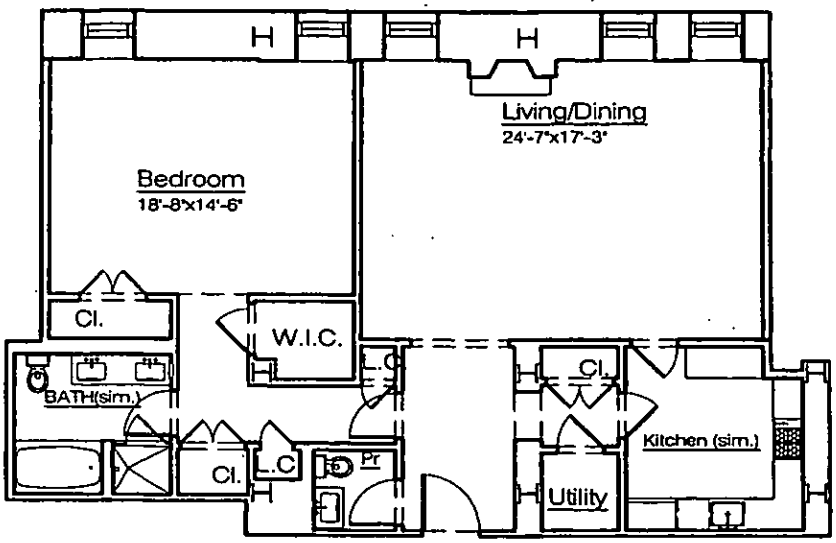
PLATE:
08

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 4TH

RESIDENCE 07

1 BEDROOM 1,452 SQ.FT.
1.5 BATHS



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

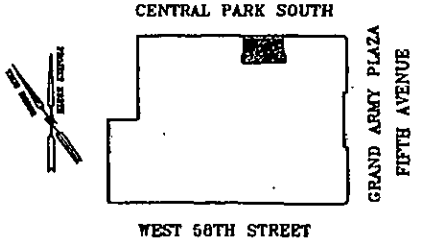


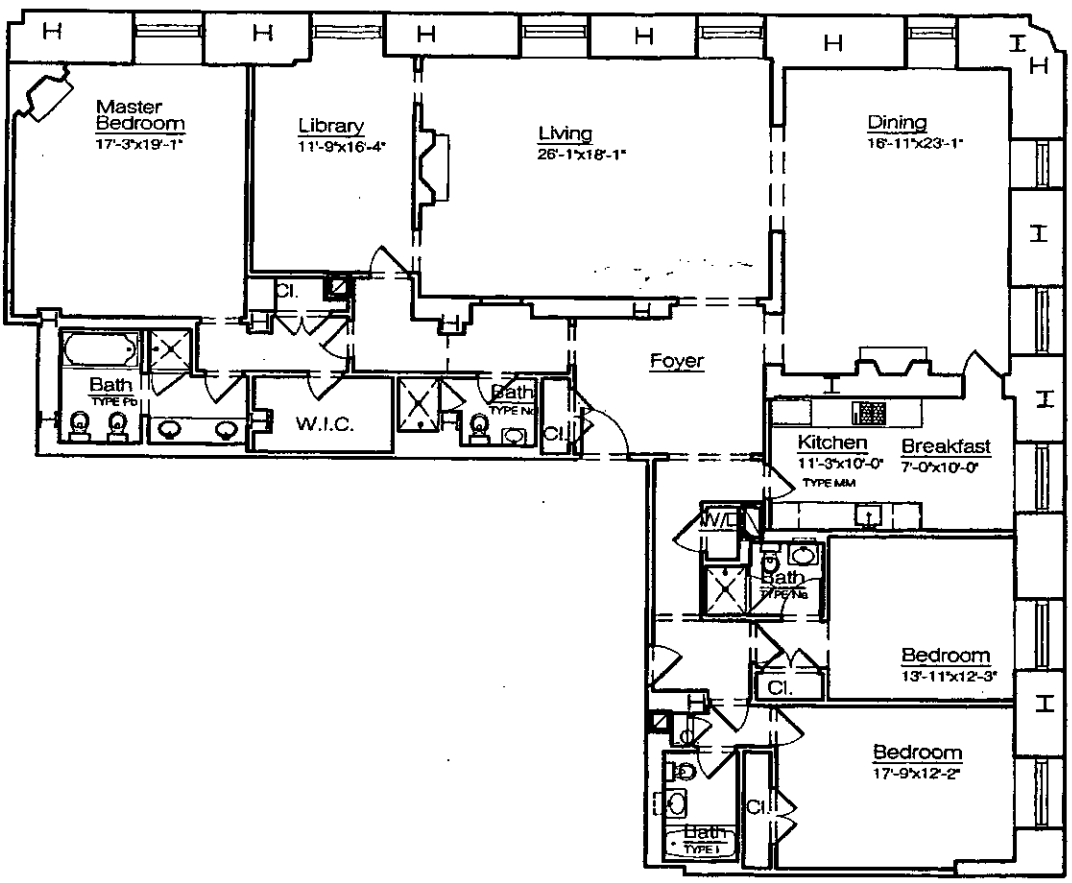
PLATE:
09

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 4TH

RESIDENCE 09

3 BEDROOMS 3,543 SQ.FT.
1 DINING
1 LIBRARY
4 BATHS



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

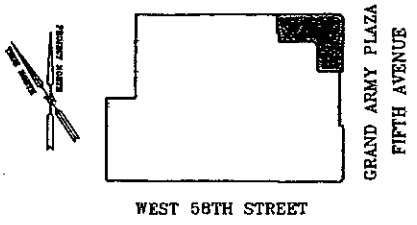


PLATE:
10

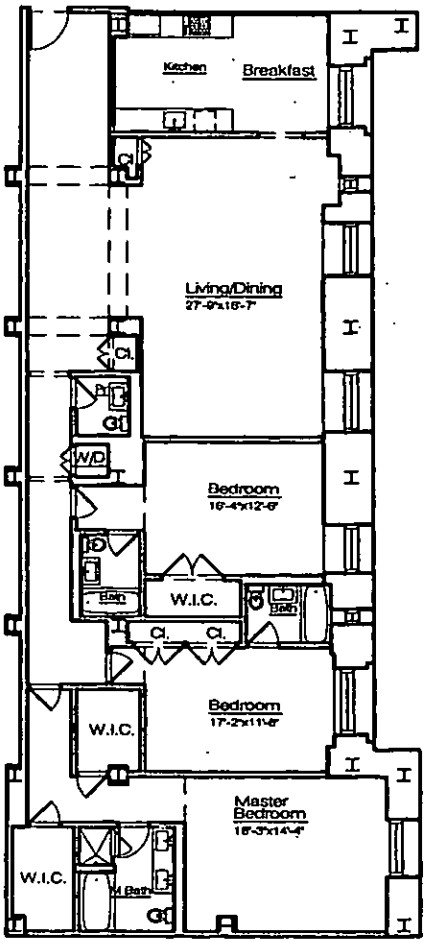
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 4TH

RESIDENCE 11

3 BEDROOMS
3.5 BATHS
1 DINING AREA

3,038 SQ.FT.



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

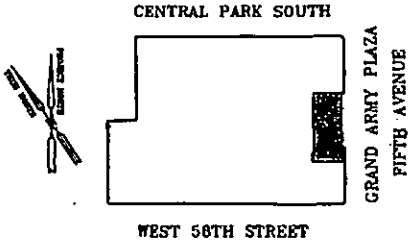


PLATE:
11

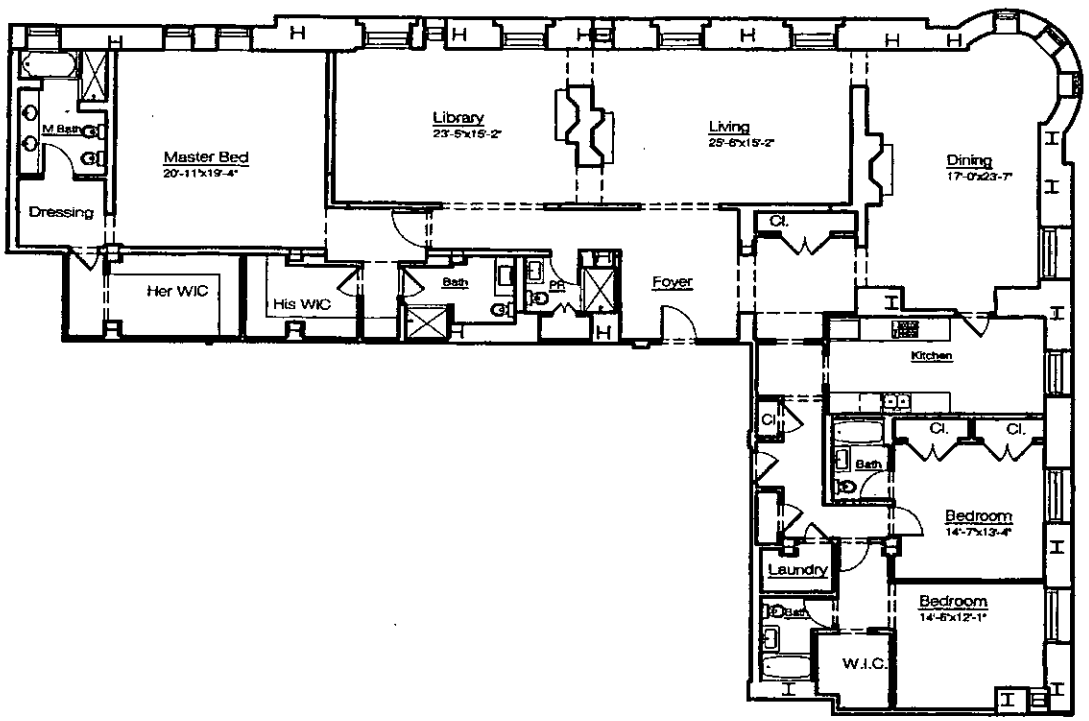
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 5TH

RESIDENCE 09

3 BEDROOMS
1 LIBRARY
1 DINING
5 BATHS

4,299 SQ.FT.



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

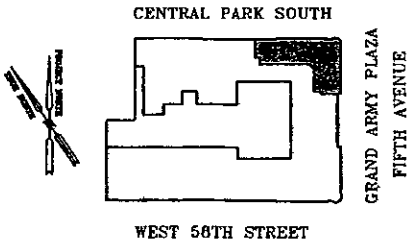
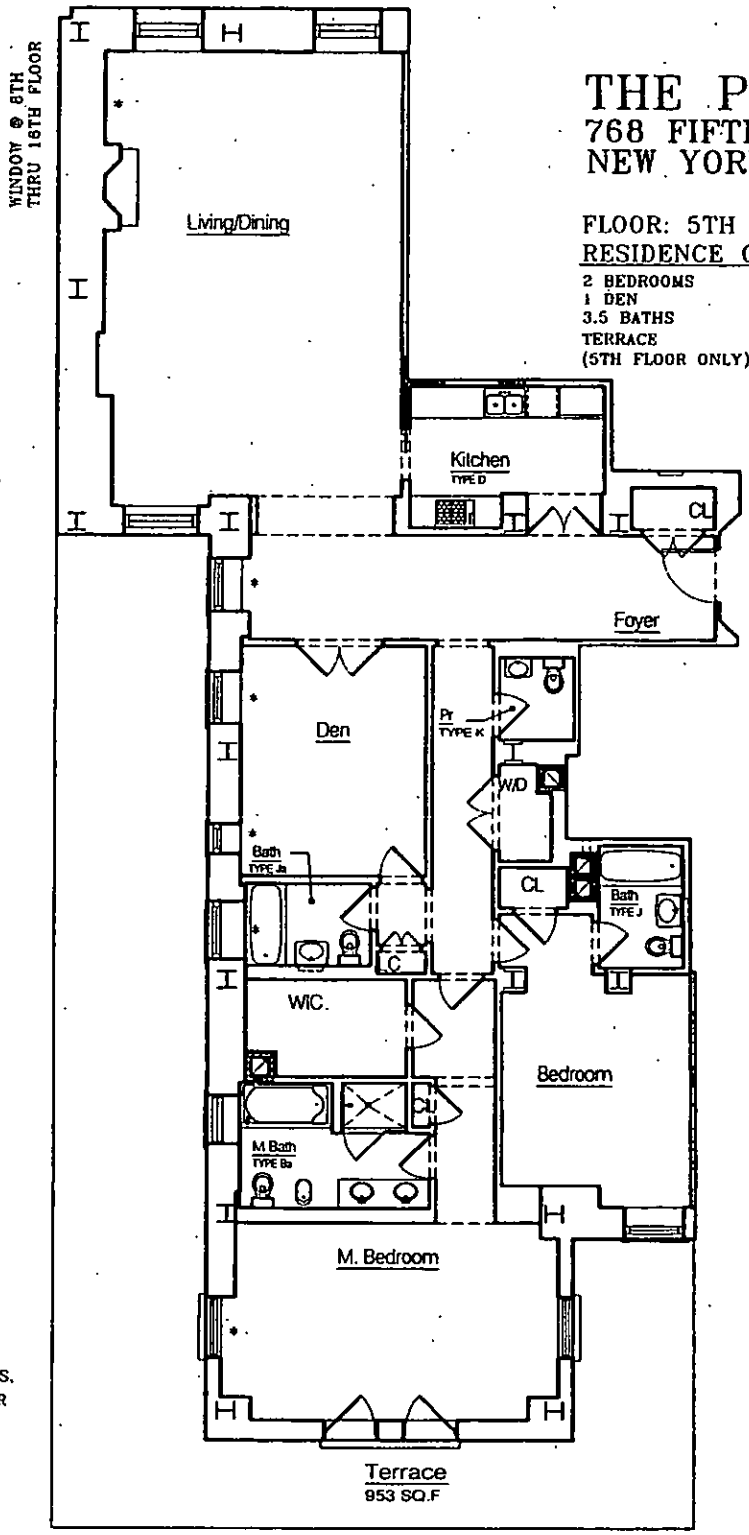


PLATE:
12

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 5TH THRU 11TH
RESIDENCE 01

2 BEDROOMS	2,656 SQ.FT.
1 DEN	
3.5 BATHS	
TERRACE	953 SQ.FT.
(5TH FLOOR ONLY)	



* SPRINKLER AT WINDOWS, 5TH THRU 11TH FLOOR

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

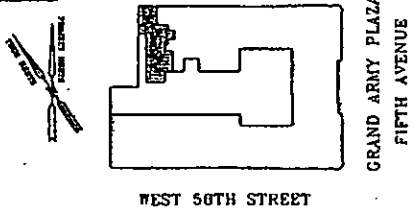


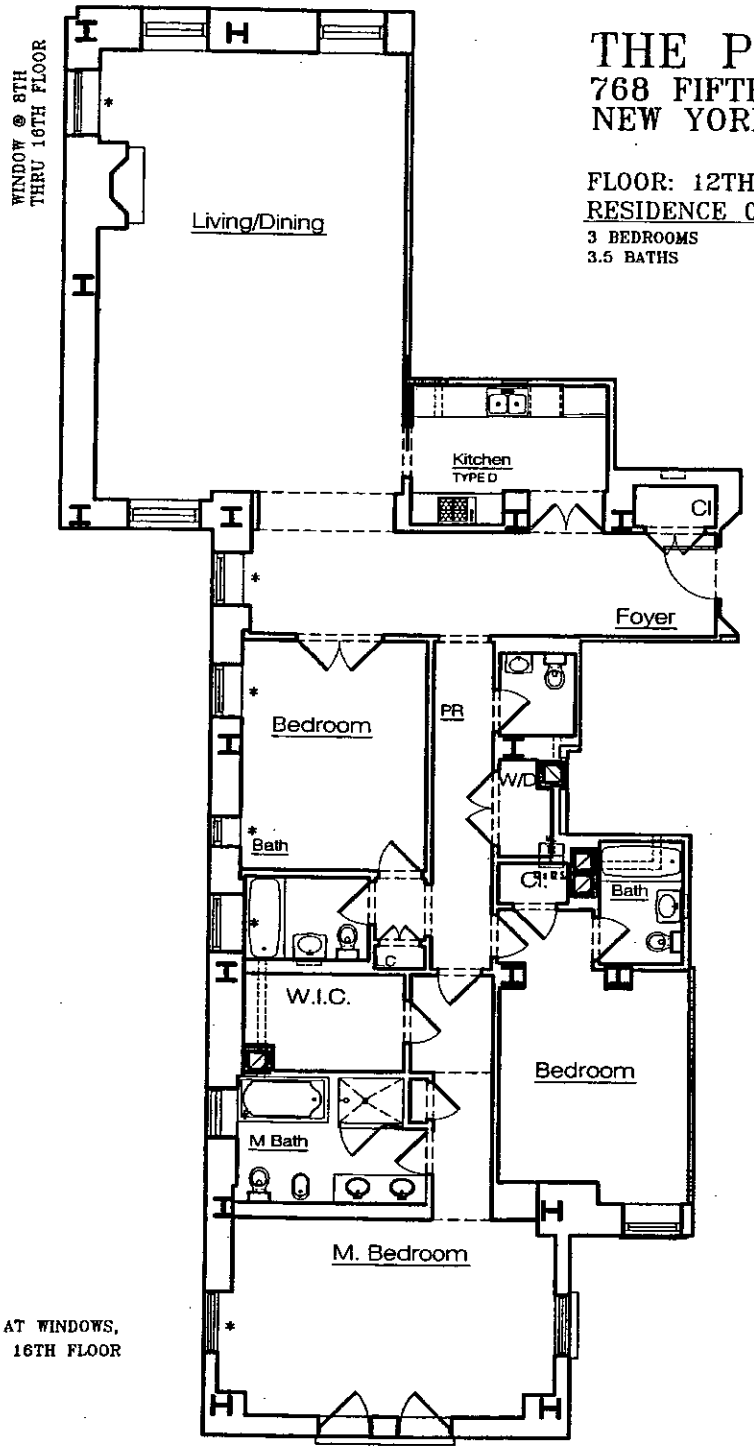
PLATE:
12A

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 12TH THRU 16TH
RESIDENCE 01

3 BEDROOMS 2,656 SQ.FT.
3.5 BATHS

294 SQ.FT.



* SPRINKLER AT WINDOWS, 12TH THRU 16TH FLOOR

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

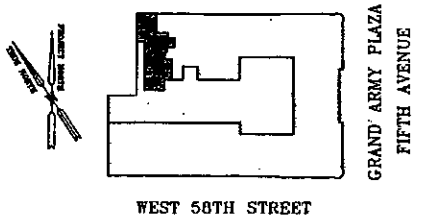
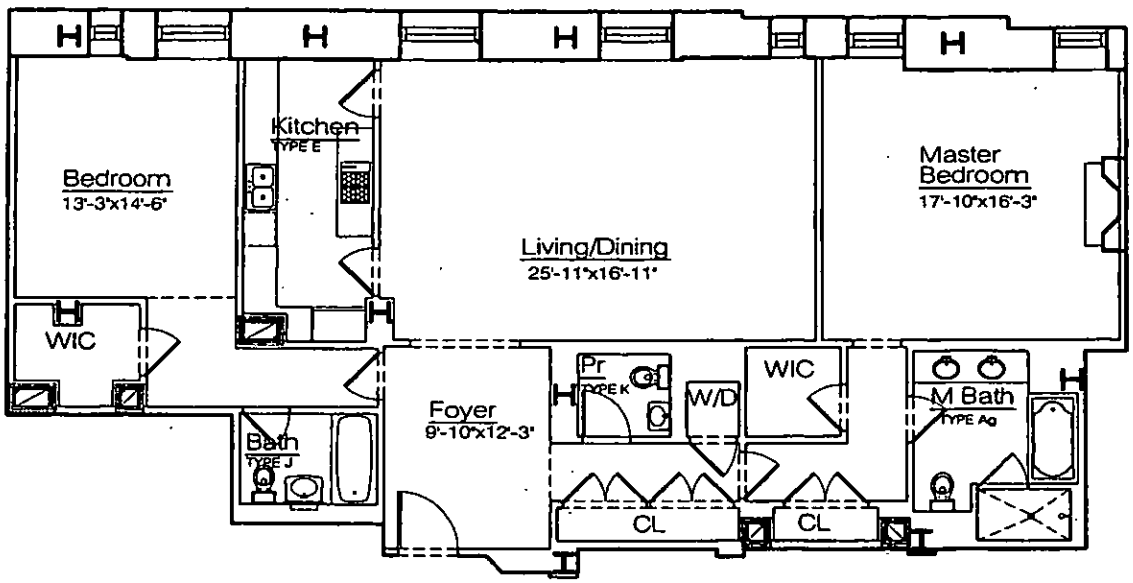


PLATE:
13

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 5TH THRU 12TH &
15TH THRU 16TH

RESIDENCE 03 2,000 SQ.FT.
2 BEDROOMS
2.5 BATHS



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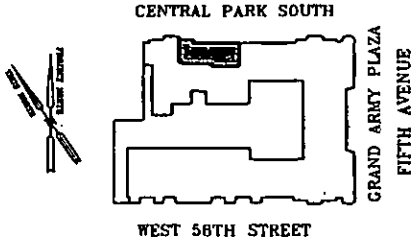
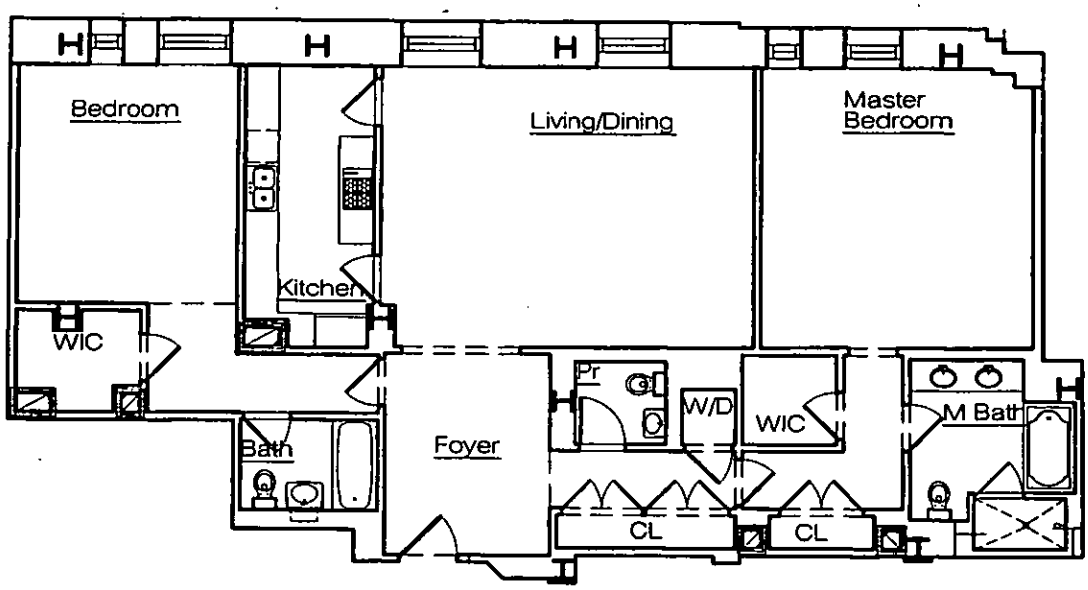


PLATE:
13A

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 13TH THRU 14TH

RESIDENCE 03 1,888 SQ.FT.
2 BEDROOMS
2.5 BATHS



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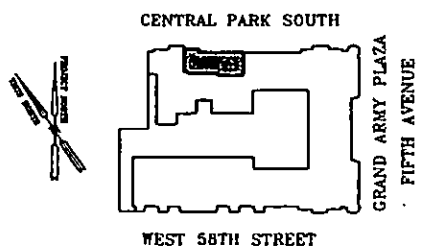


PLATE:
14

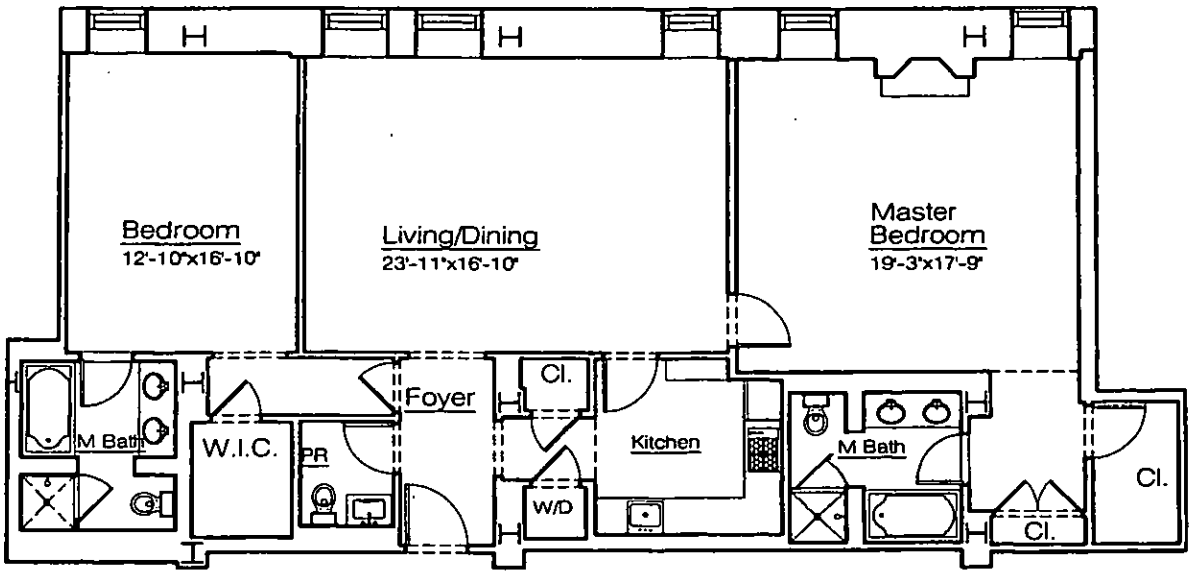
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 5TH

RESIDENCE 07

2 BEDROOM
2.5 BATHS

1,843 SQ.FT.



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

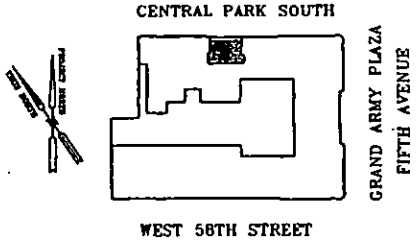


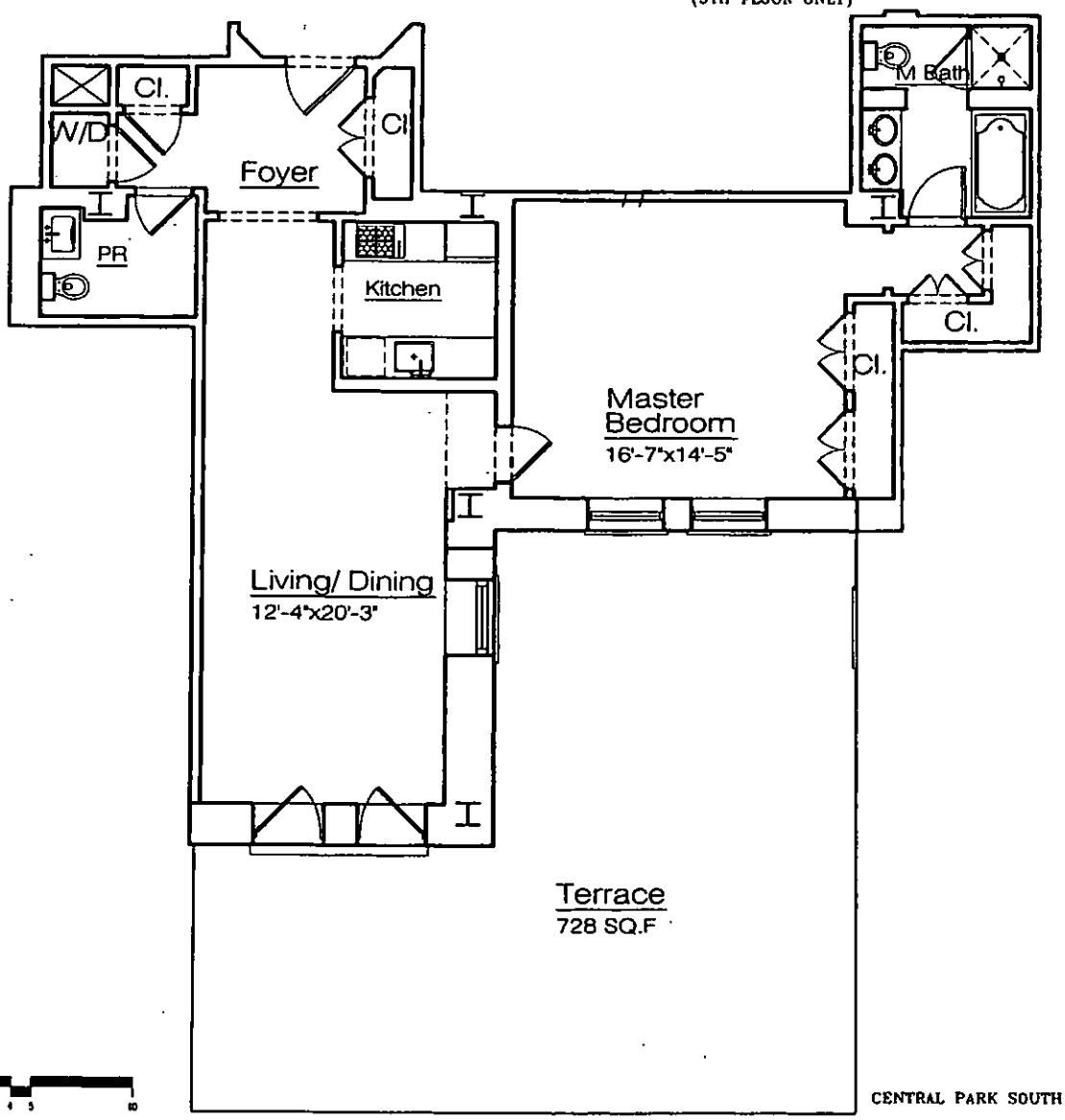
PLATE:
15

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 5TH THRU 11TH

RESIDENCE 02

1 BEDROOM 1.5 BATHS	1,155 SQ.FT.
TERRACE (5TH FLOOR ONLY)	728 SQ.FT.



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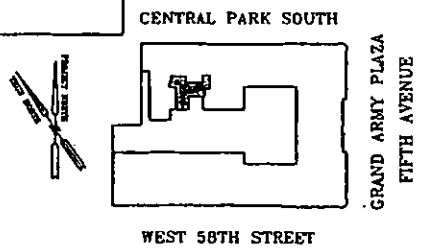


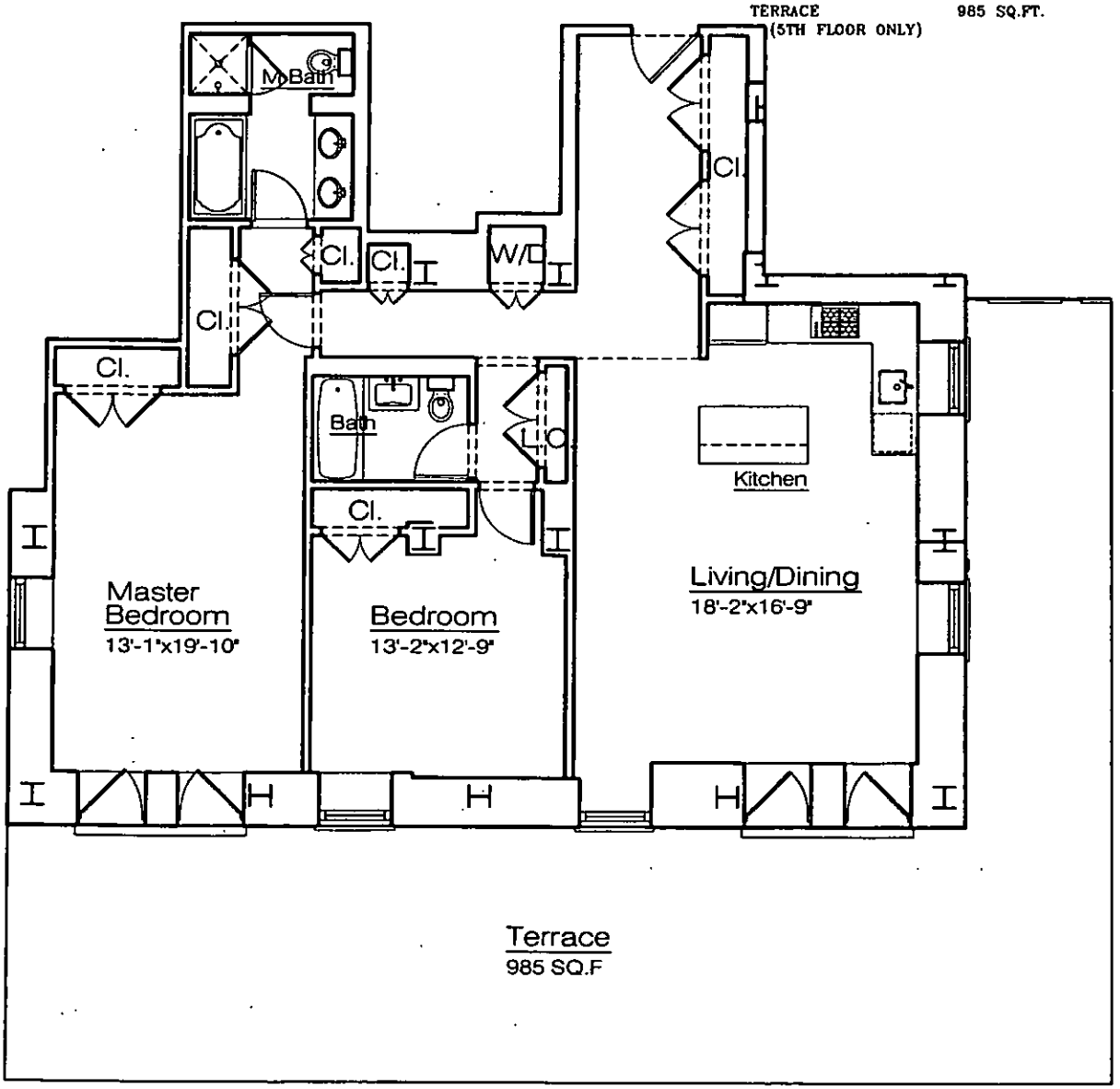
PLATE:
16

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 5TH THRU 11TH

RESIDENCE 06

2 BEDROOMS 2 BATHS	1,721 SQ.FT.
TERRACE (5TH FLOOR ONLY)	985 SQ.FT.



0 1 2 3 4 5 10

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

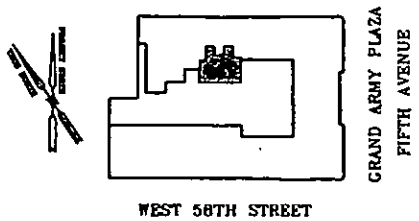


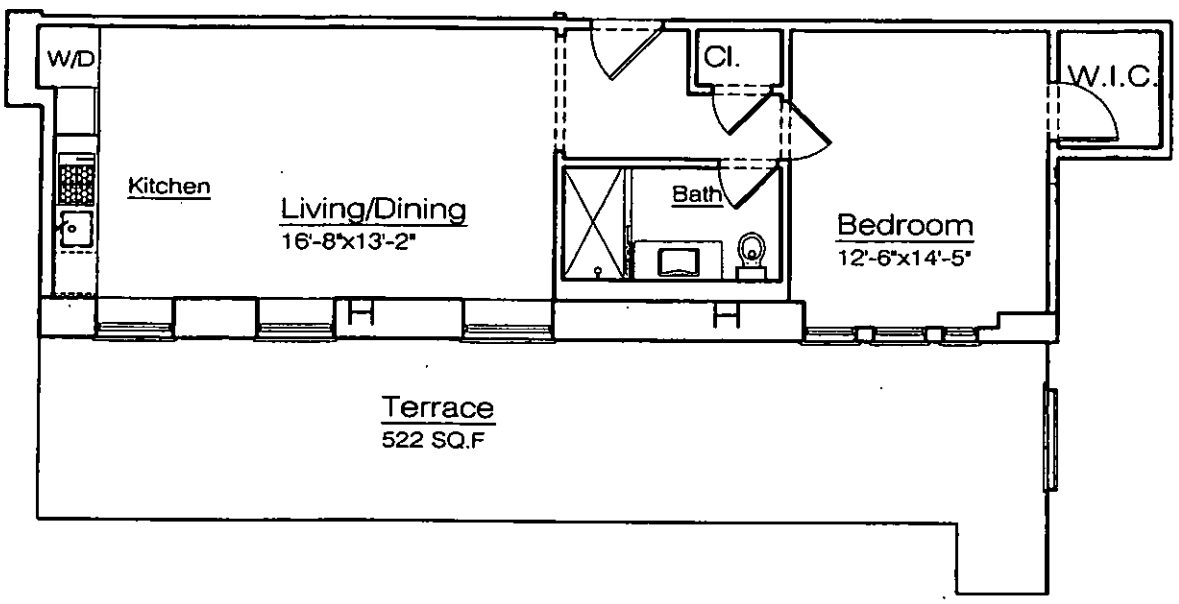
PLATE:
17

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 5TH THRU 16TH

RESIDENCE 08

1 BEDROOM 1 BATH	762 SQ.FT.
TERRACE (5TH FLOOR ONLY)	522 SQ.FT.



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

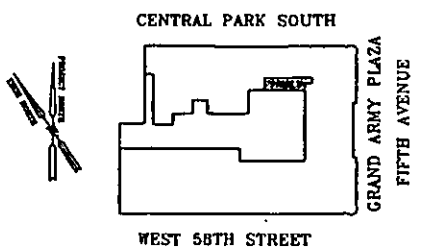


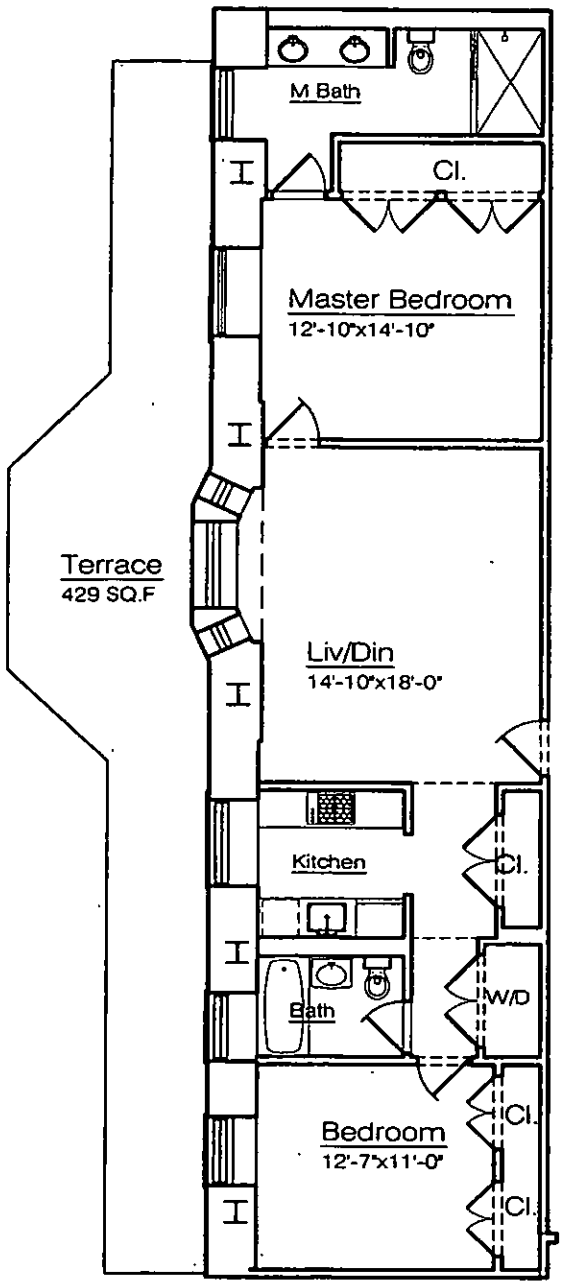
PLATE:
18

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 5TH

RESIDENCE 10

2 BEDROOMS	1,204 SQ.FT.
2 BATHS	
TERRACE	429 SQ.FT.



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

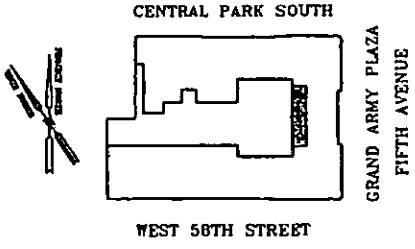


PLATE:
19

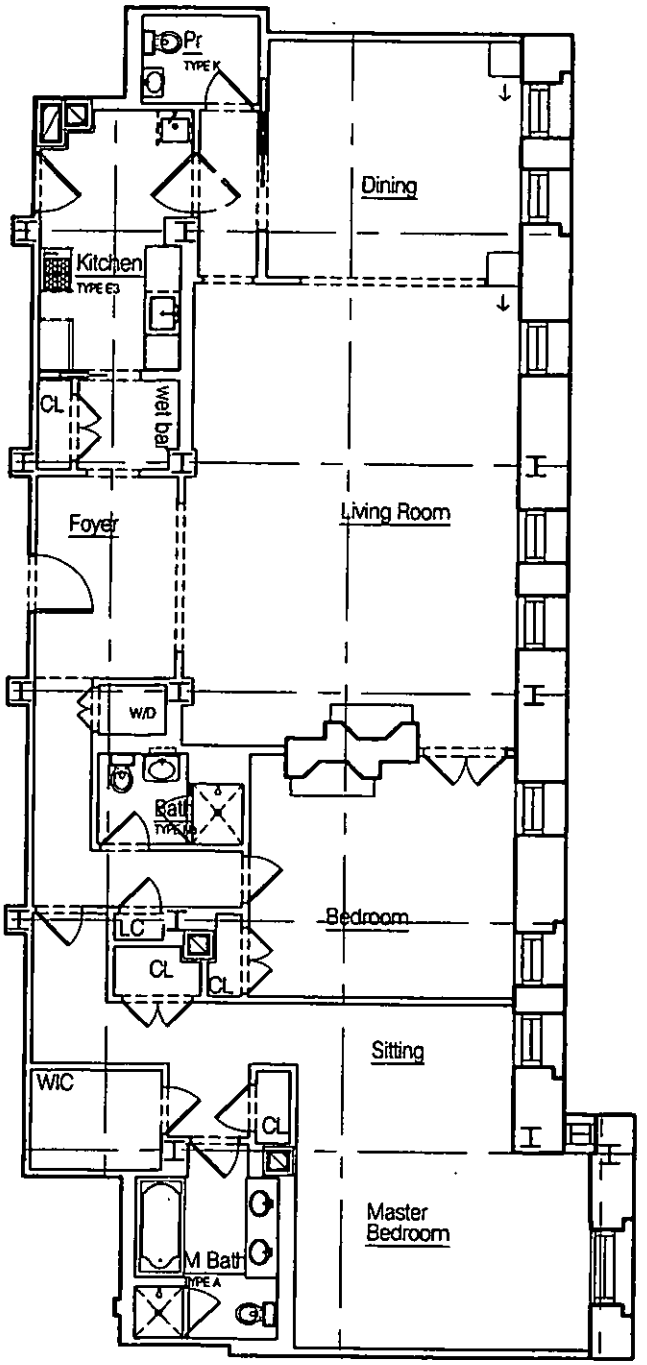
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 5TH

RESIDENCE 13

2 BEDROOMS
1 DINING
2.5 BATHS

2,520 SQ.FT.



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

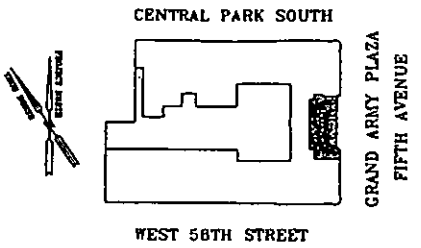


PLATE:
19A

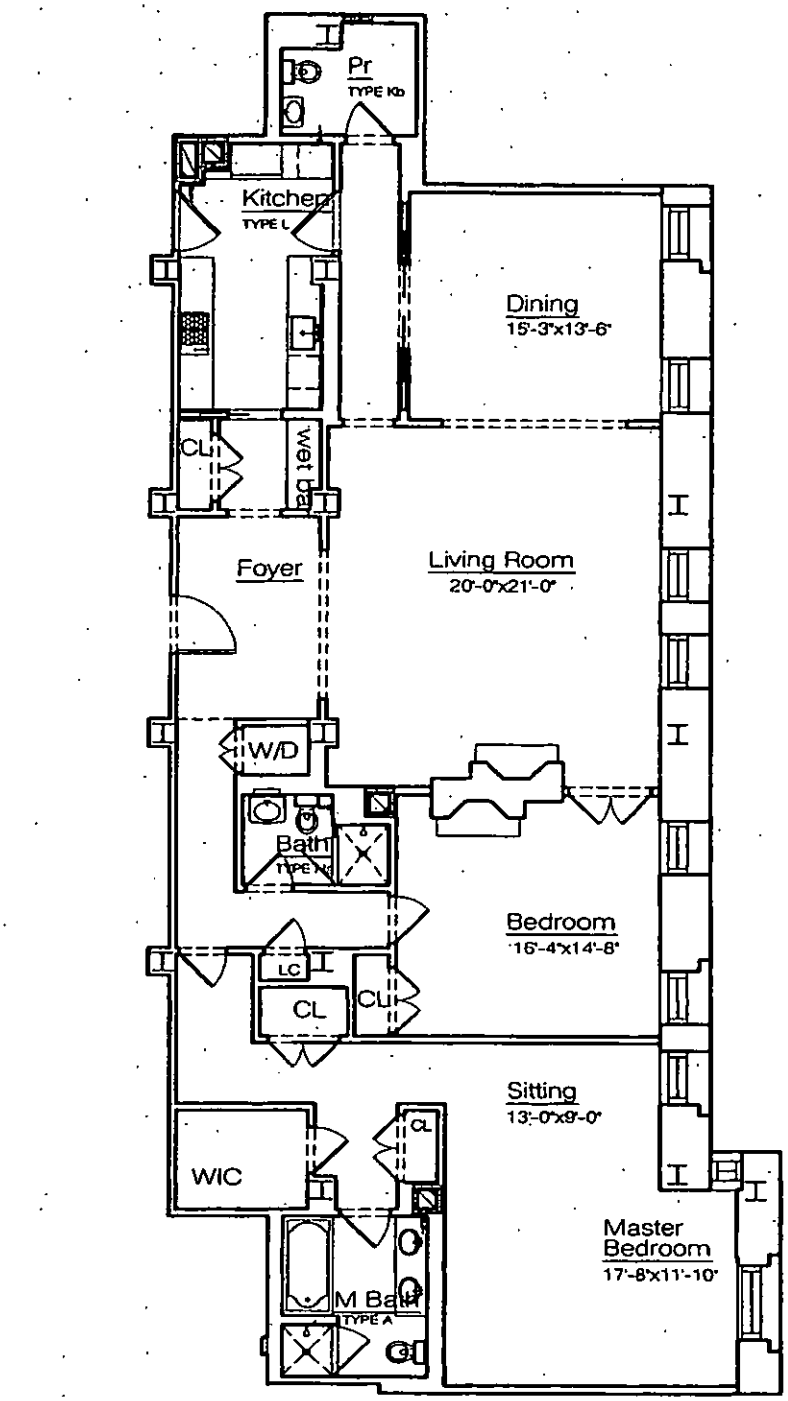
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 6TH THRU 13TH

RESIDENCE 13

2 BEDROOMS
1 DINING
2.5 BATHS

2,418 SQ.FT.



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

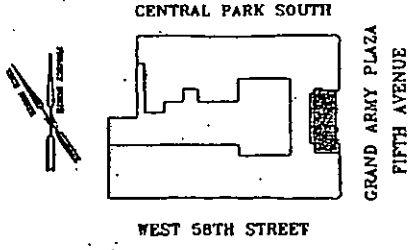


PLATE:
20

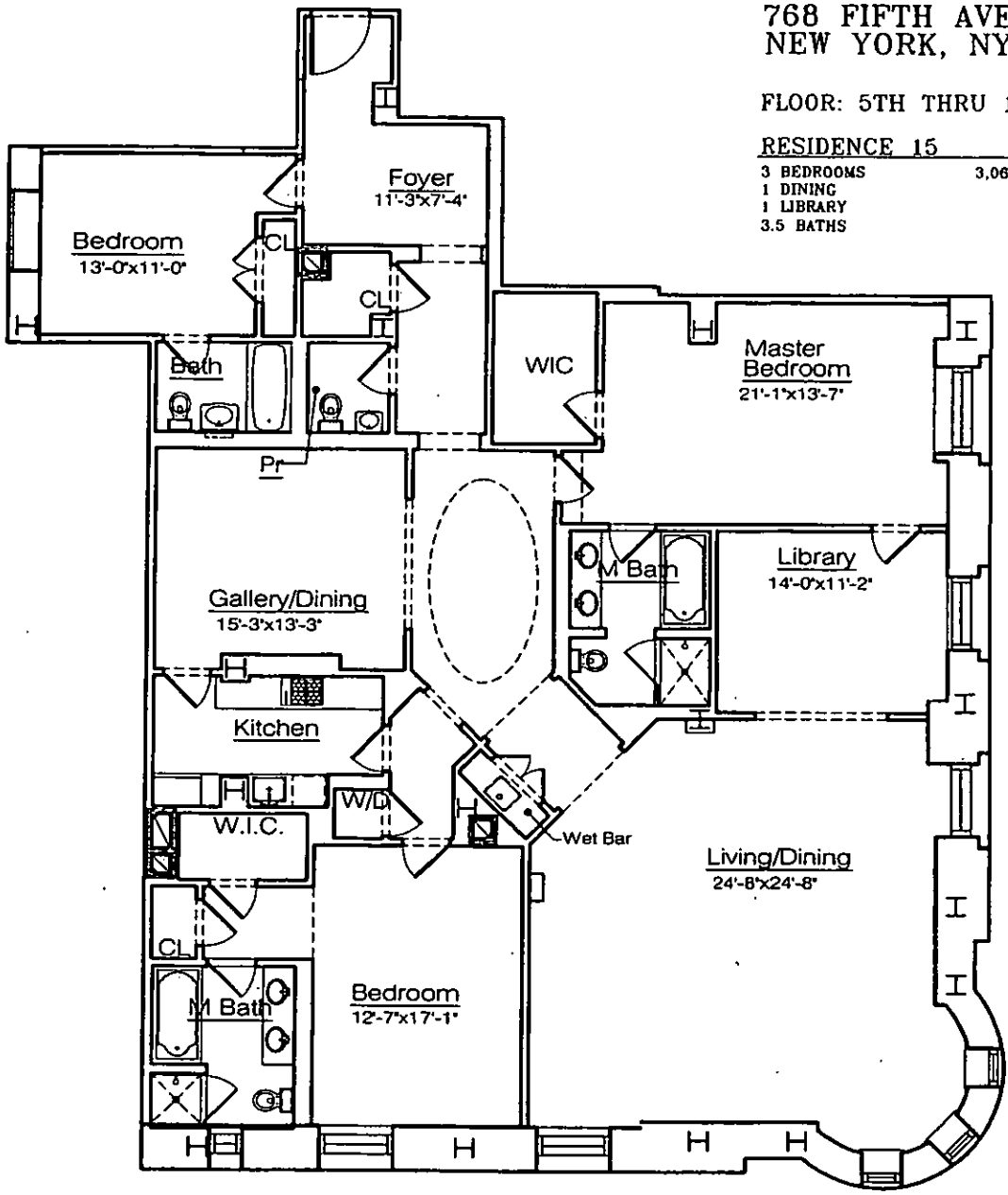
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 5TH THRU 11TH

RESIDENCE 15

3 BEDROOMS
1 DINING
1 LIBRARY
3.5 BATHS

3,068 SQ.FT.



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

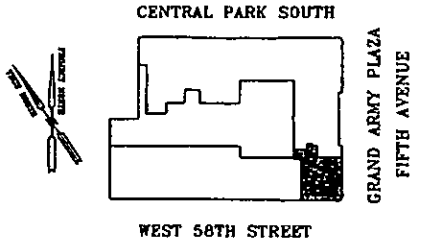


PLATE:
21

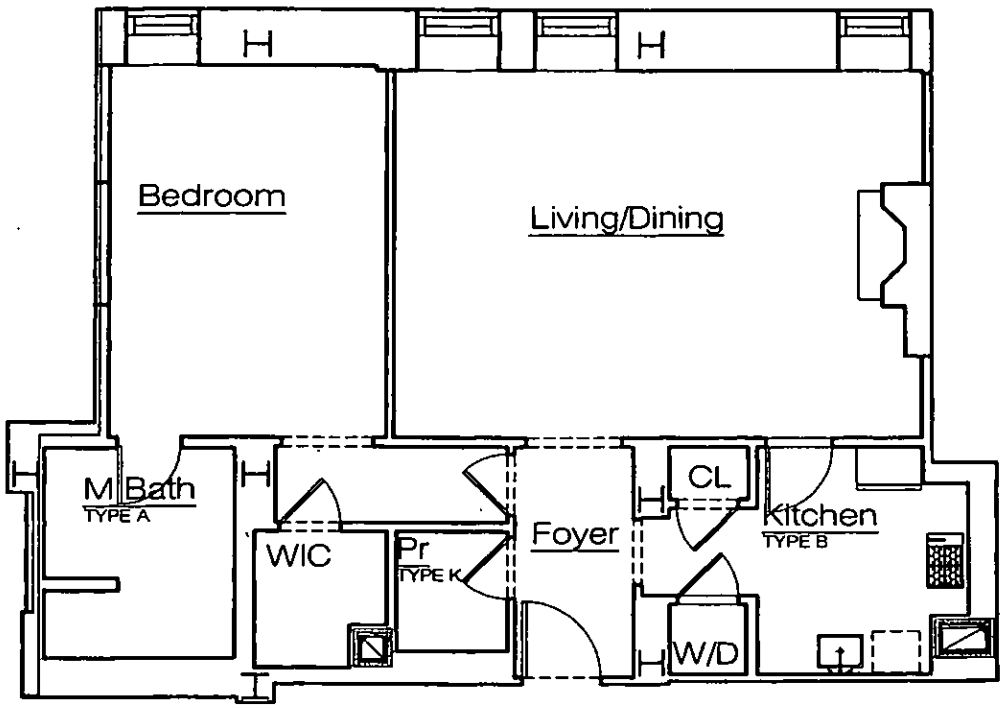
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 6TH THRU 12TH
& 15TH THRU 16TH

RESIDENCE 05

1 BEDROOM
1.5 BATHS

1,212 SQ.FT.





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

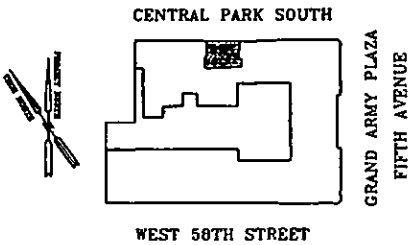


PLATE:
21A

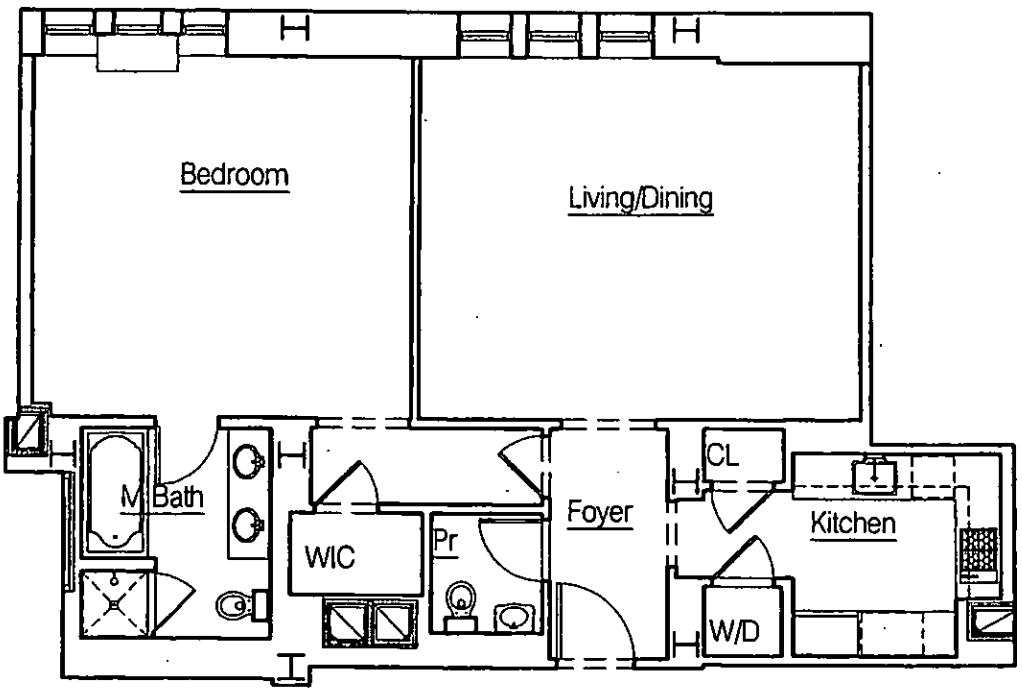
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 13TH THRU 14TH

RESIDENCE 05

1 BEDROOM
1.5 BATHS

1,189 SQ.FT.



0 1 2 3 4 5 10

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

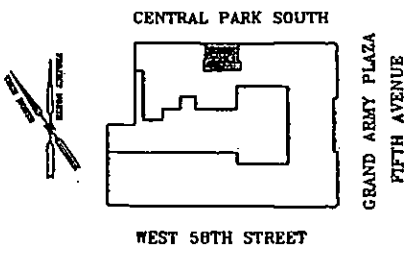


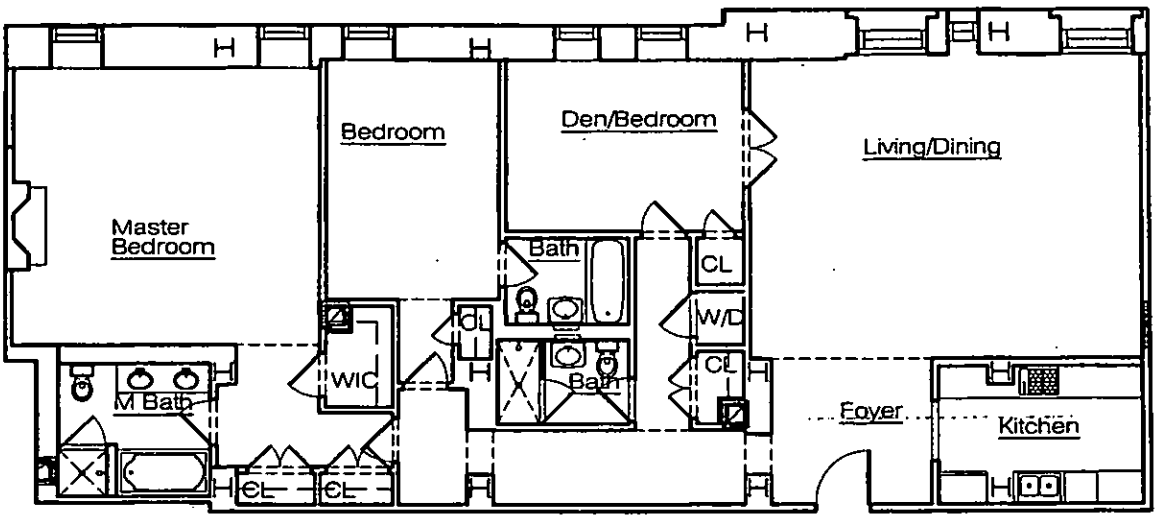
PLATE:
22

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 6TH THRU 12TH
& 15TH THRU 16TH

RESIDENCE 07

3 BEDROOMS 2,248 SQ.FT.
3 BATHS



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

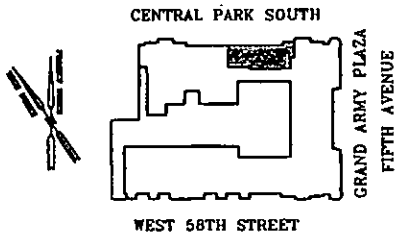


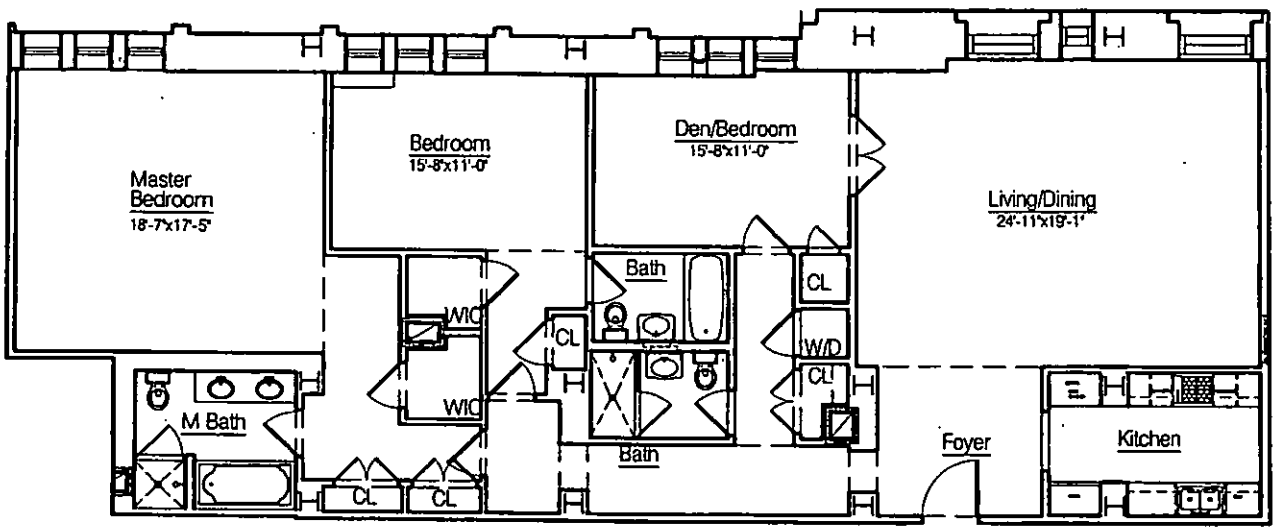
PLATE:
22A

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 13TH THRU 14TH

RESIDENCE 07

3 BEDROOMS 2,310 SQ.FT.
3 BATHS



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

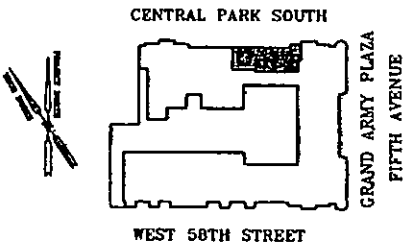


PLATE:
23

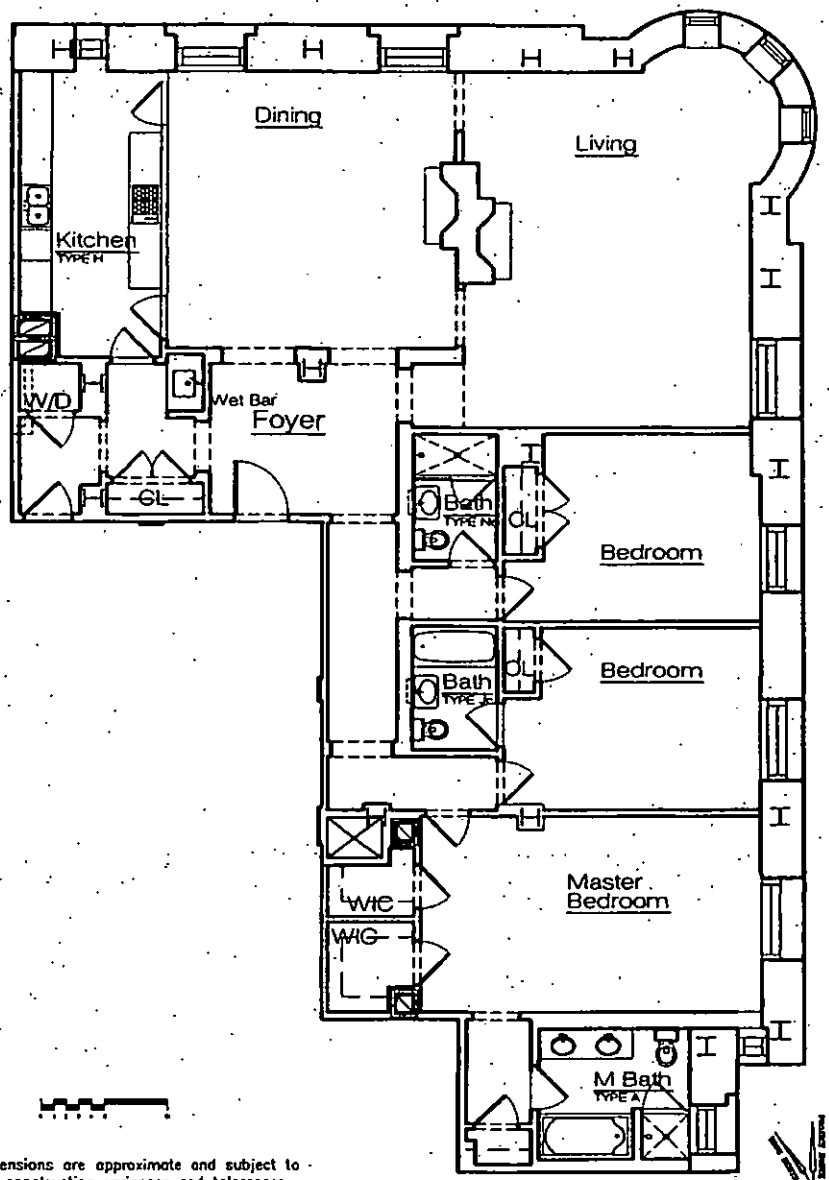
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 6TH THRU 14TH

RESIDENCE 09

3 BEDROOMS
1 DINING
3 BATHS

2,820 SQ.FT.



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

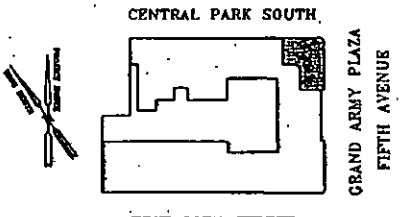


PLATE:
24

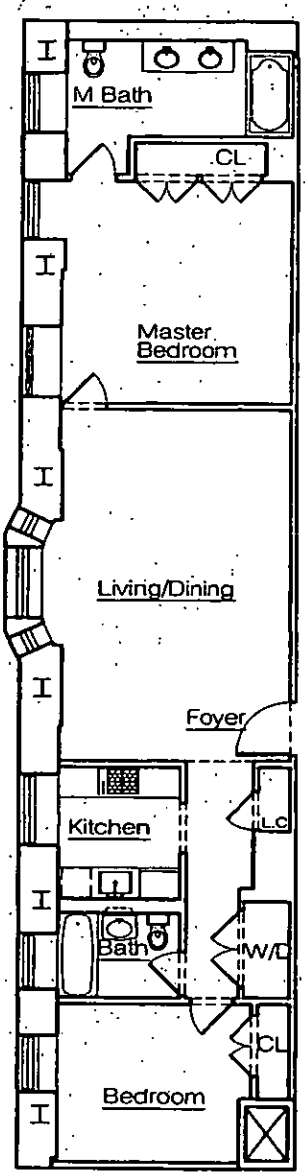
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 6TH THRU 11TH

RESIDENCE 10

2 BEDROOM
2 BATH

1,342 SQ.FT.



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

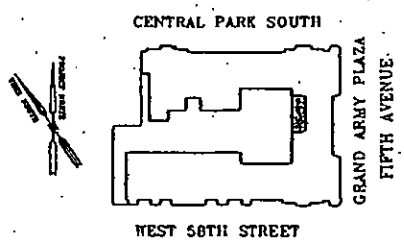


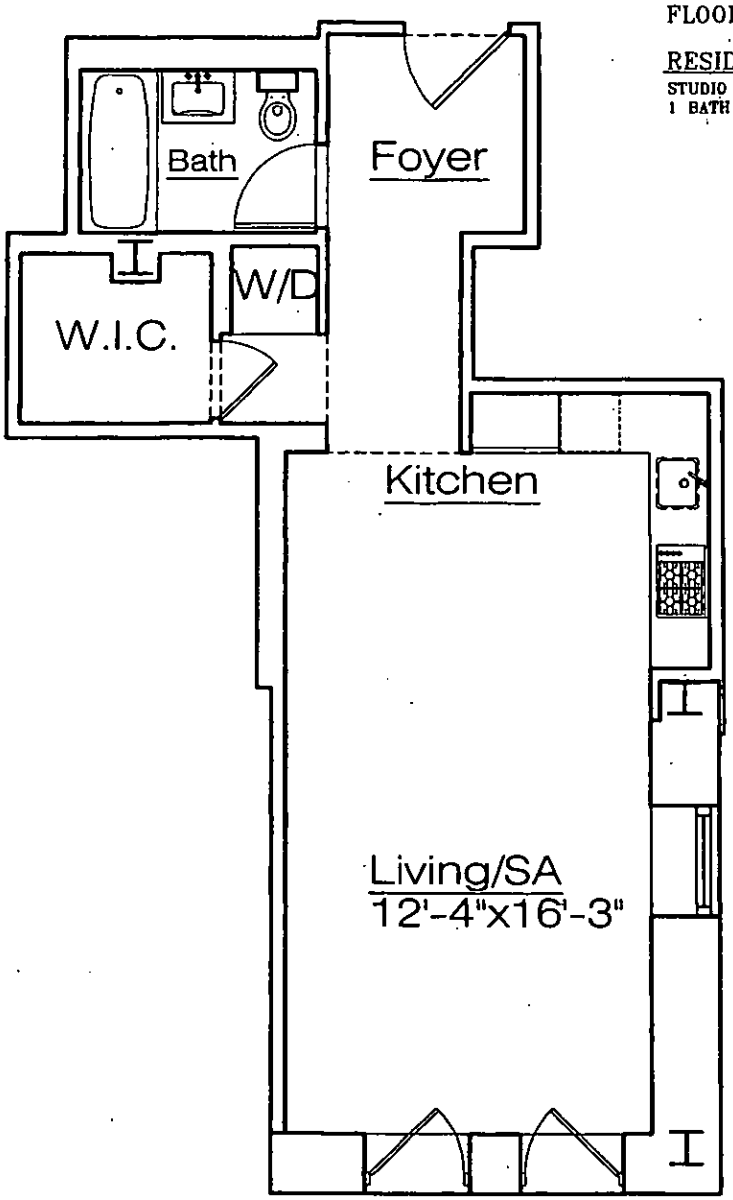
PLATE:
25

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 12TH THRU 16TH

RESIDENCE 02

STUDIO 622 SQ.FT.
1 BATH



0 1 2 3 4 5 10

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

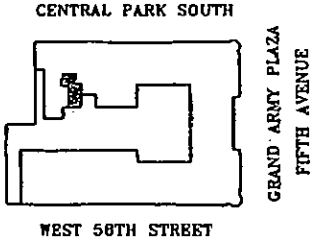


PLATE:
26

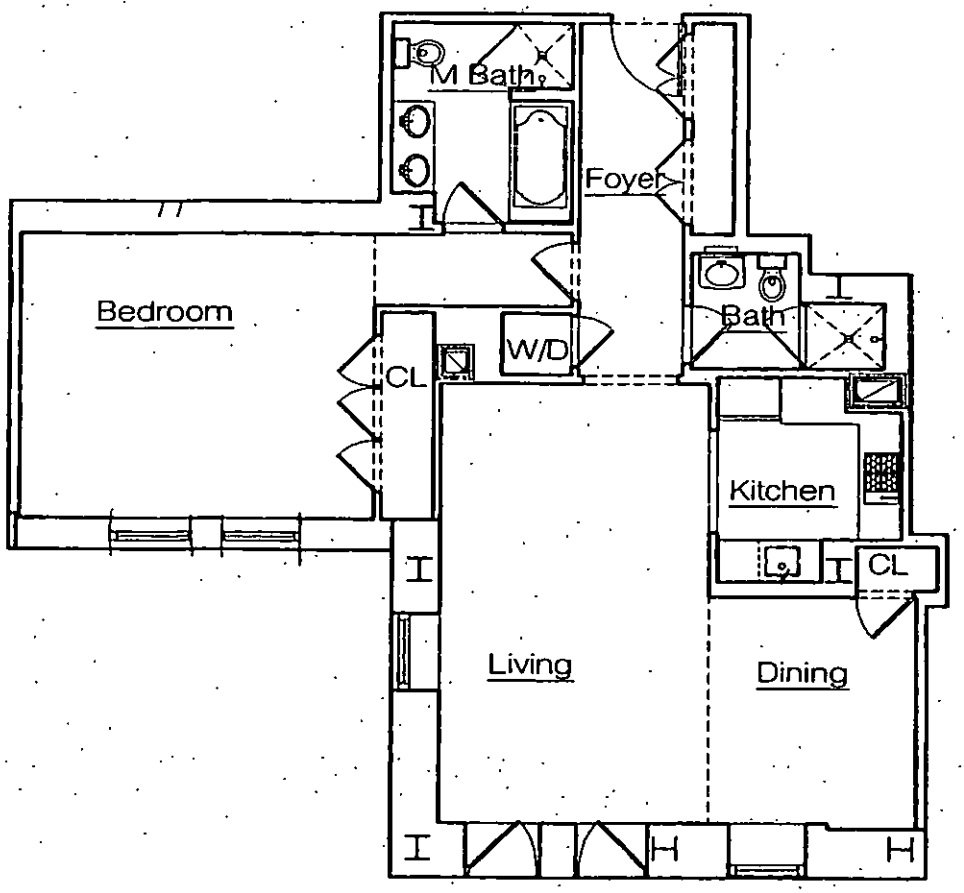
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 12TH THRU 16TH

RESIDENCE 04

1 BEDROOM
1 DINING
2 BATHS

1,261 SQ.FT.



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

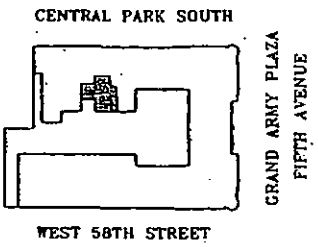


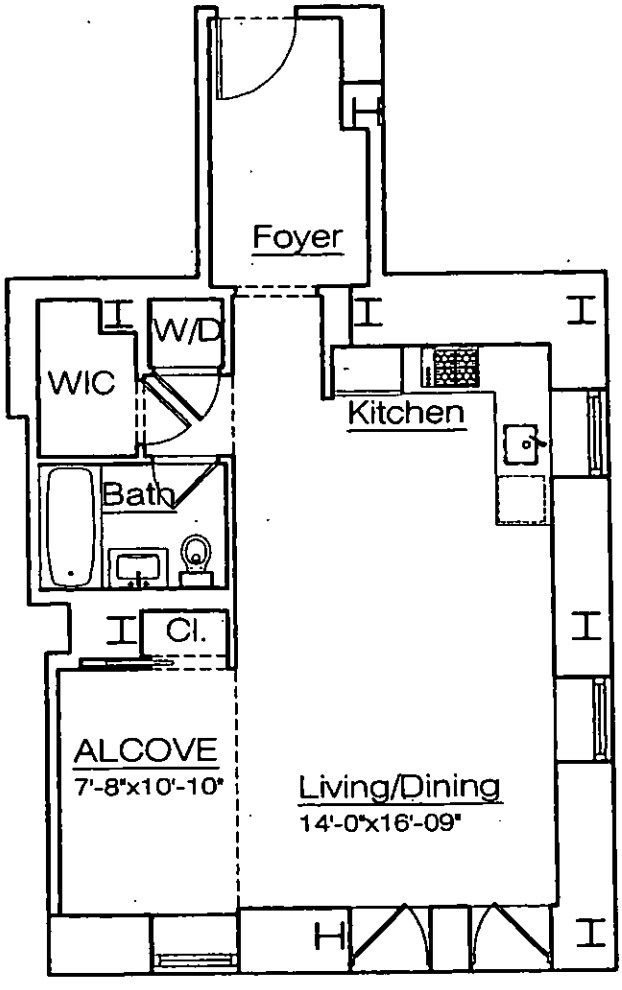
PLATE:
27

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 12TH THRU 16TH

RESIDENCE 06

ALCOVE STUDIO 820 SQ.FT.
1 BATH





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

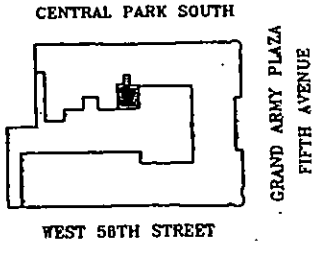


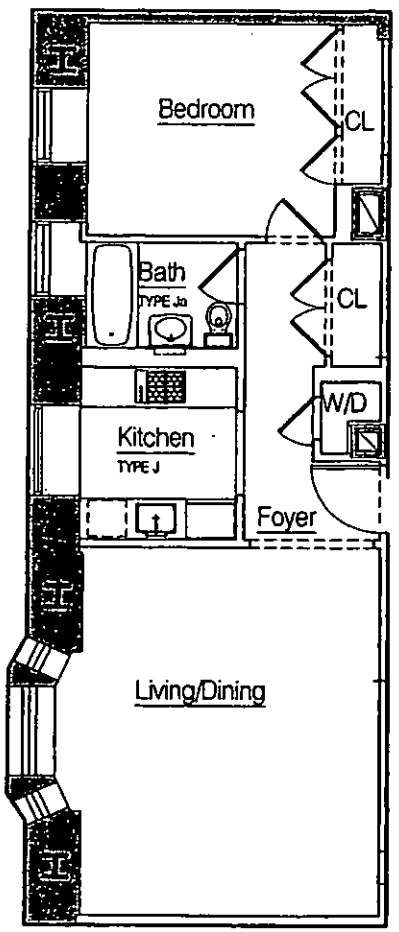
PLATE:
28

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 12TH THRU 14TH

RESIDENCE 10

1 BEDROOM 857 SQ.FT.
1 BATH





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

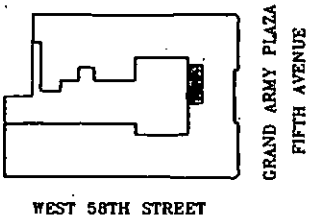


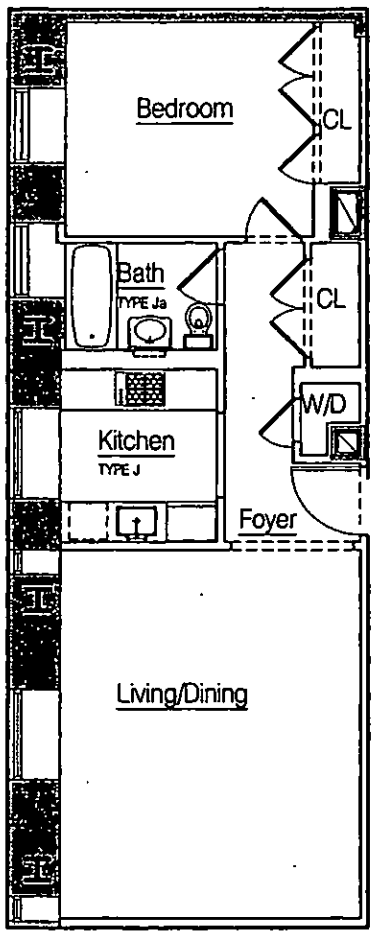
PLATE:
28A

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 15TH THRU 16TH

RESIDENCE 10

1 BEDROOM 857 SQ.FT.
1 BATH





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

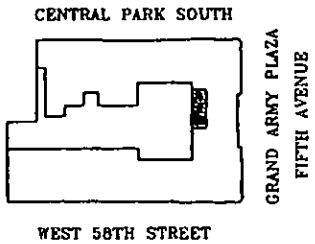


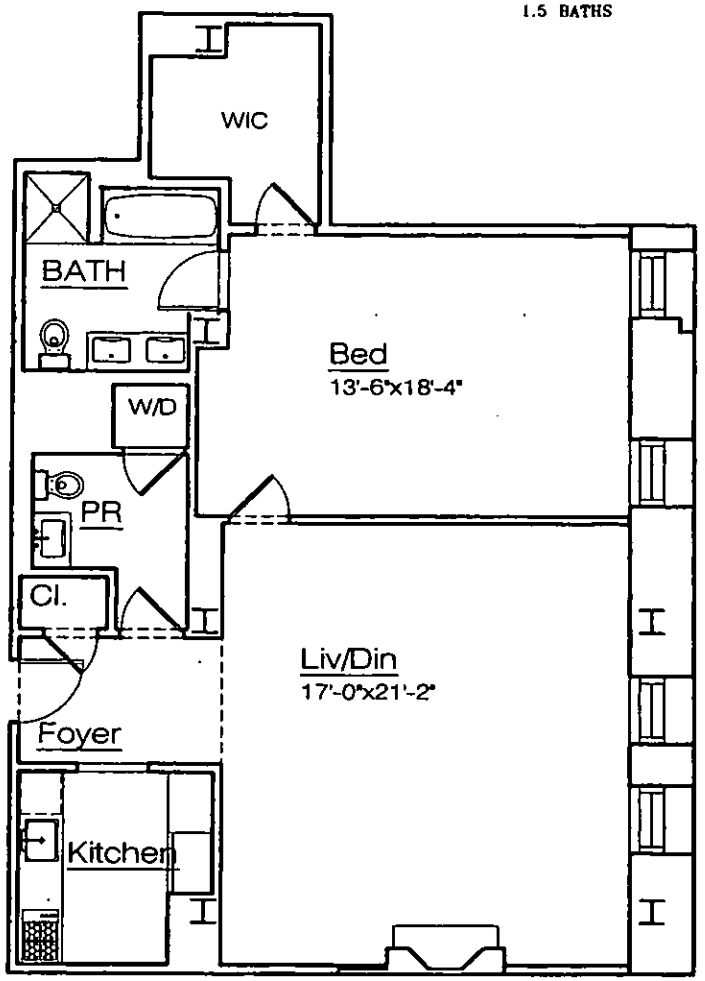
PLATE:
29

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 12TH THRU 14TH

RESIDENCE 11

1 BEDROOM 1,245 SQ.FT.
1.5 BATHS





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

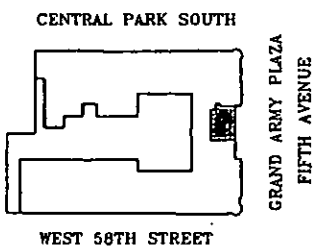


PLATE:
30

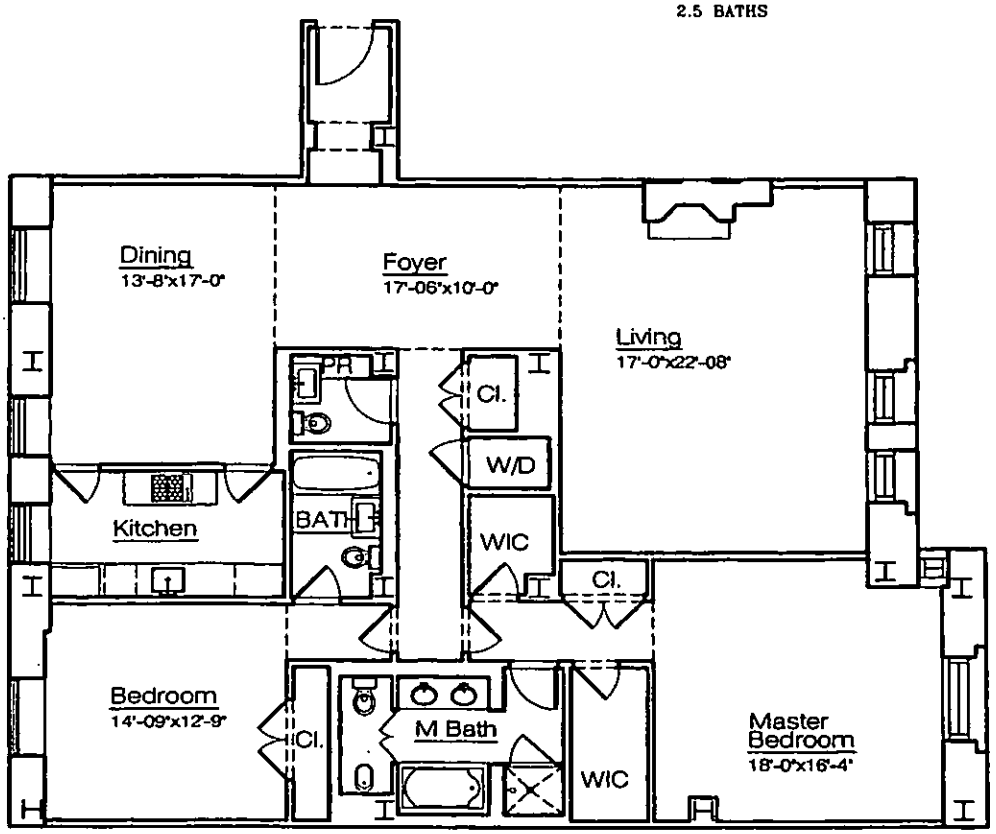
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 12TH THRU 16TH

RESIDENCE 13

2 BEDROOMS
1 DINING
2.5 BATHS

2,339 SQ.FT.



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

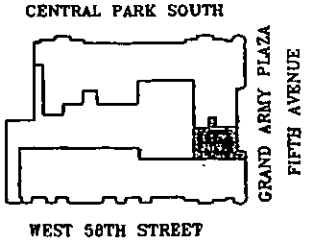


PLATE:
31

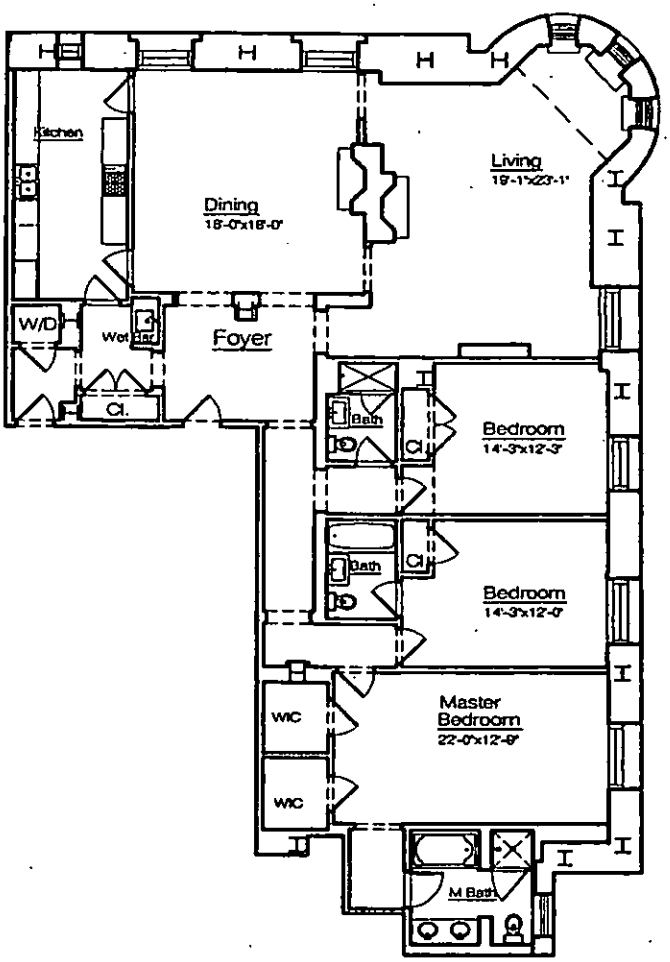
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 15TH THRU 16TH

RESIDENCE 09

3 BEDROOMS
1 DINING
3 BATHS

2,791 SQ.FT.



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

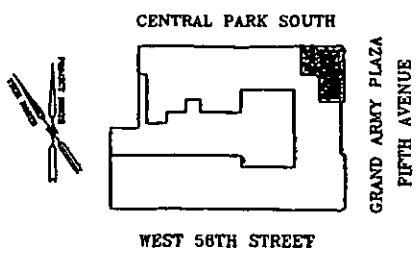


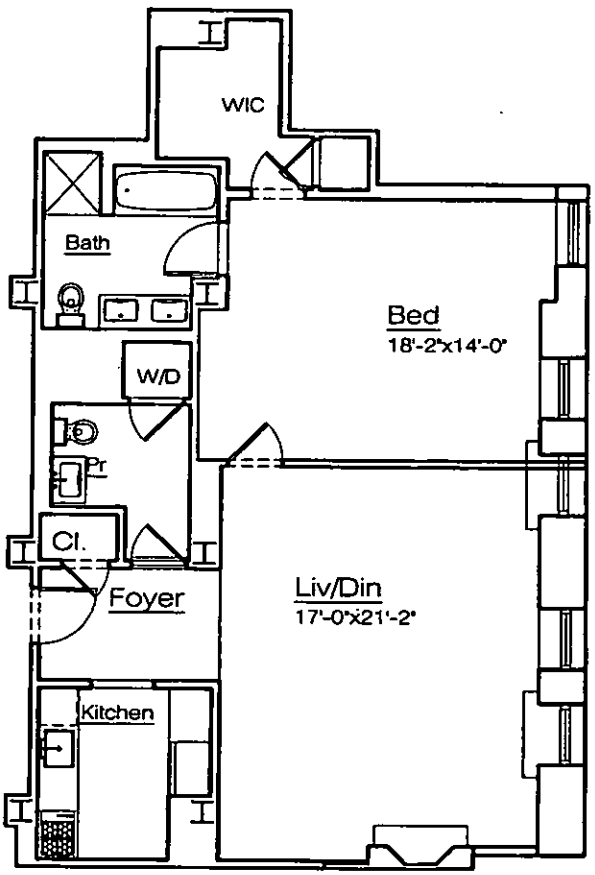
PLATE:
32

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 15TH THRU 16TH

RESIDENCE 11

1 BEDROOM 1,142 SQ.FT.
1.5 BATHS



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

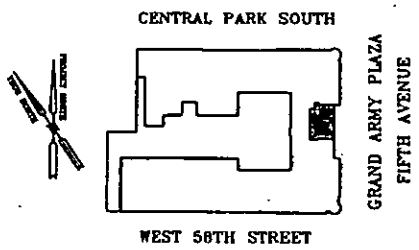


PLATE:
33

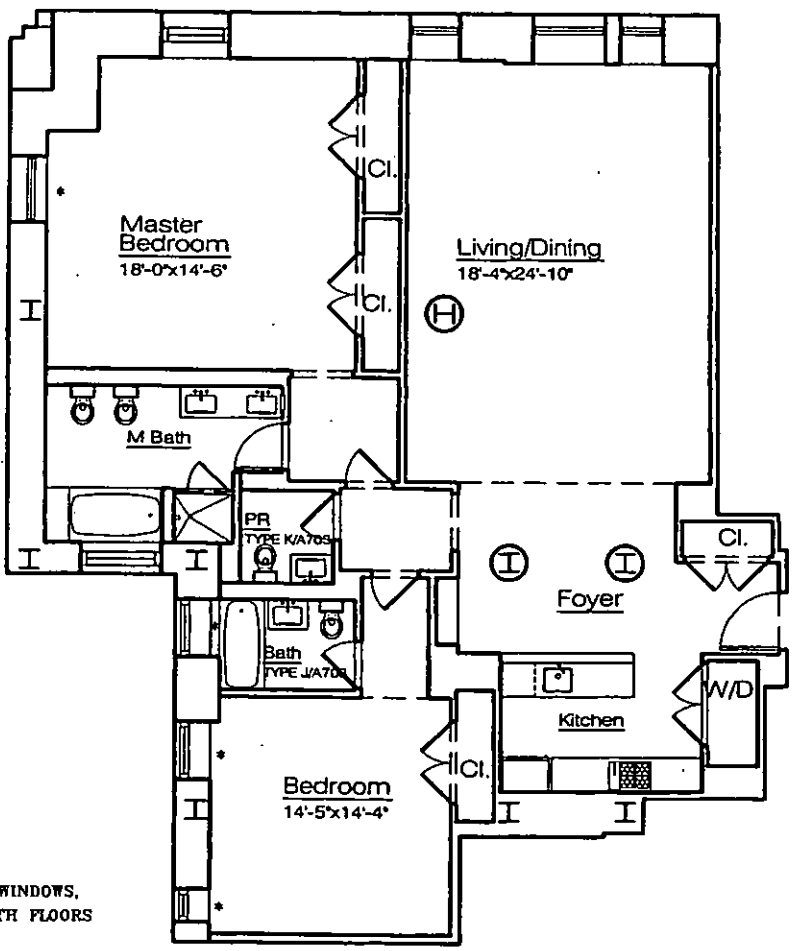
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 17TH

RESIDENCE 01

2 BEDROOMS
2.5 BATHS

2,089 SQ.FT.



* SPRINKLER AT WINDOWS,
17TH THRU 18TH FLOORS

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

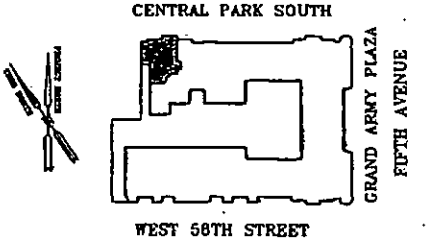


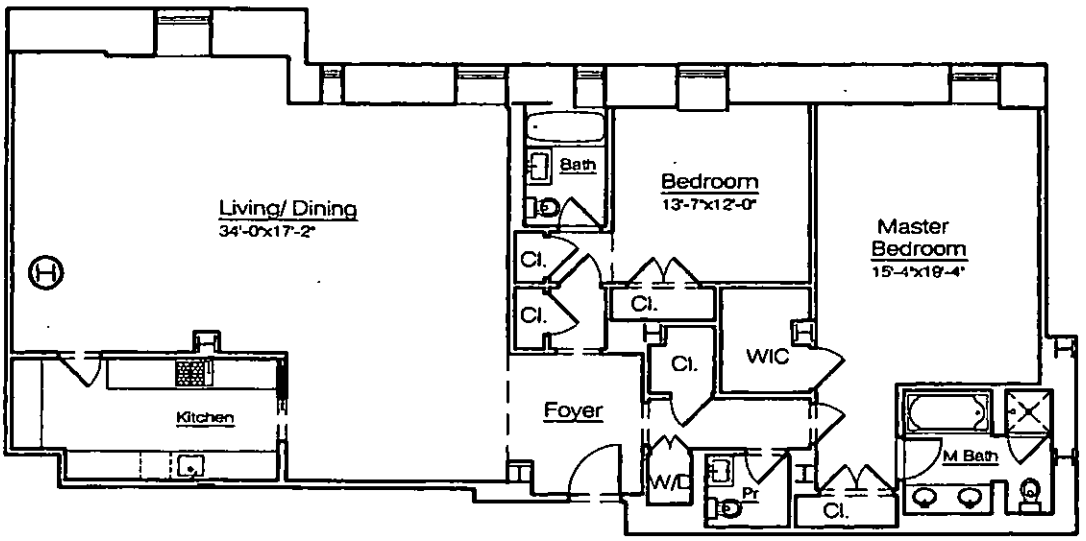
PLATE:
34

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 17TH

RESIDENCE 03

2 BEDROOMS 2,230 SQ.FT.
2.5 BATHS



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

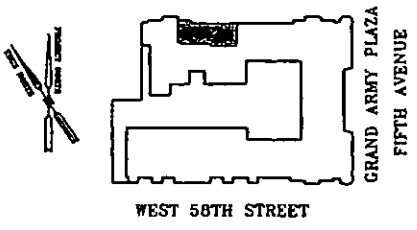


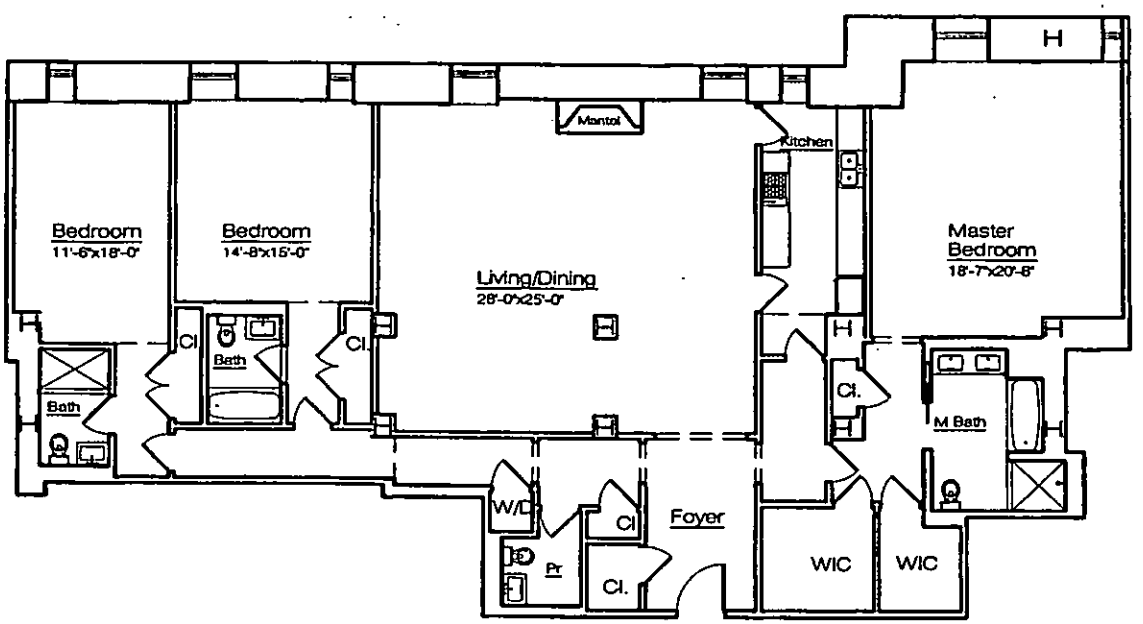
PLATE:
35

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 17TH

RESIDENCE 07

3 BEDROOMS 2,975 SQ.FT.
3.5 BATHS



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

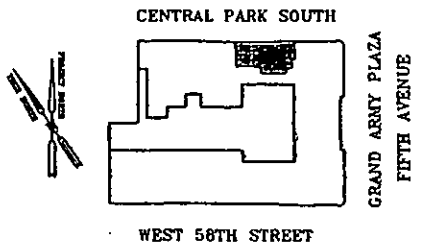


PLATE:
36

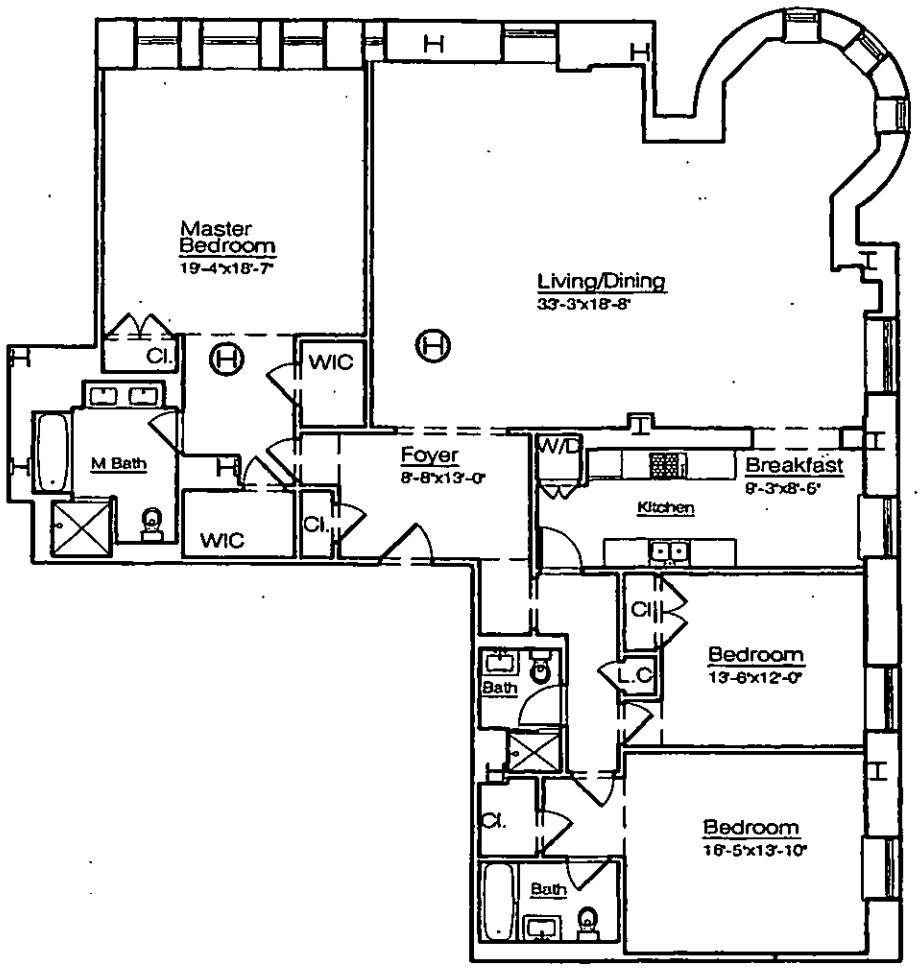
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 17TH

RESIDENCE 09

3 BEDROOMS
1 DINING AREA
3 BATHS

2,857 SQ.FT.



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

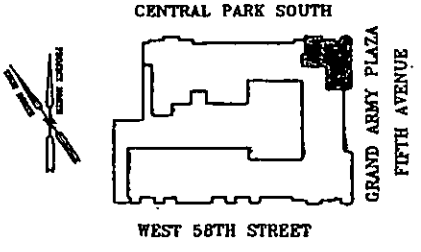


PLATE:
37

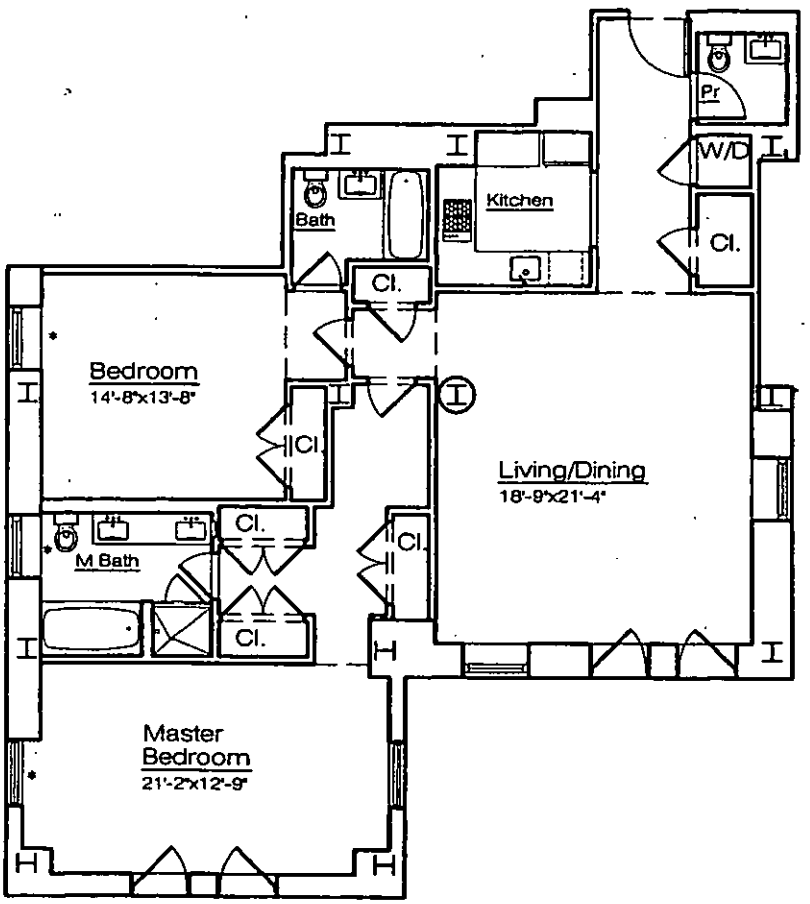
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 17TH THRU 18TH

RESIDENCE 02

2 BEDROOMS
2.5 BATHS

1,767 SQ.FT.



* SPRINKLER AT WINDOWS, 17TH THRU 18TH FLOORS

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

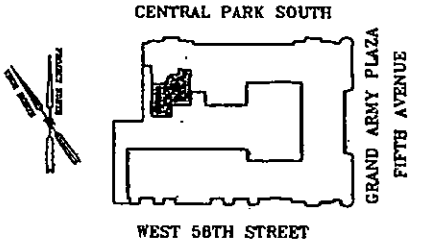


PLATE:
38

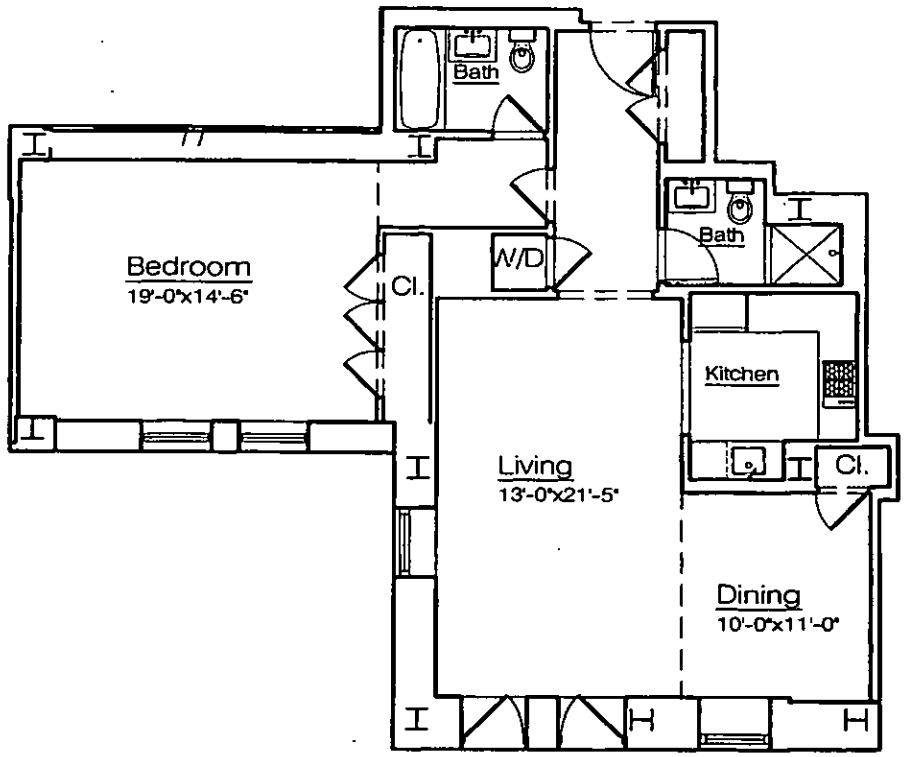
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 17TH THRU 18TH

RESIDENCE 04

1 BEDROOM
1 DINING
2 BATHS

1,257 SQ.FT.





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

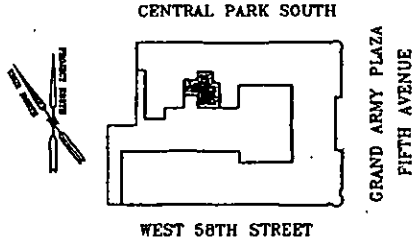


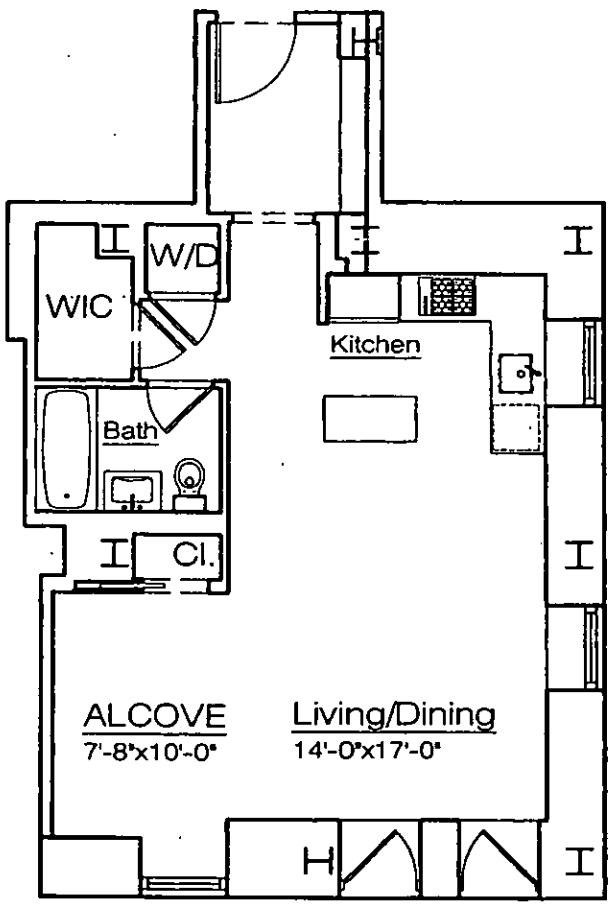
PLATE:
39

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 17TH THRU 18TH

RESIDENCE 06

ALCOVE STUDIO 795 SQ.FT.
1 BATH





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

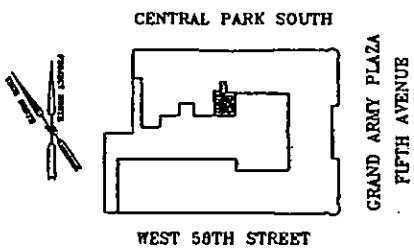


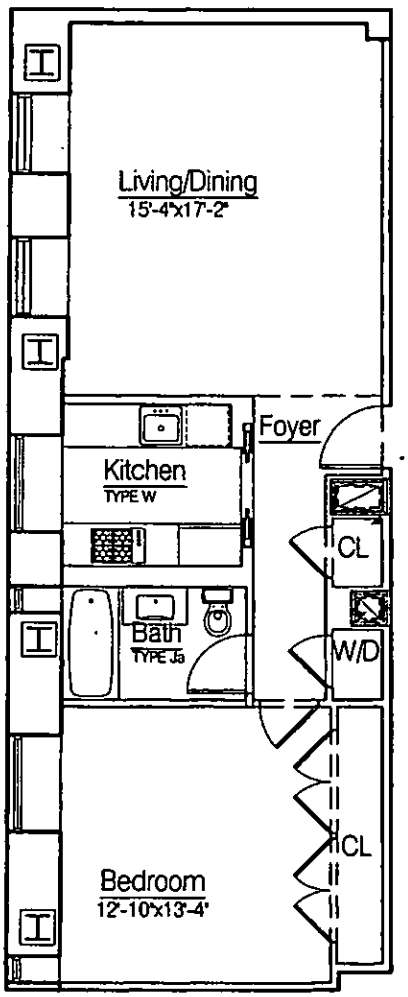
PLATE:
40

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 17TH

RESIDENCE 10

1 BEDROOM 849 SQ.FT.
1 BATH





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

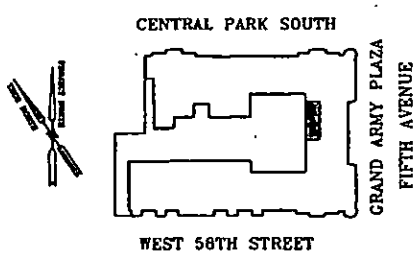


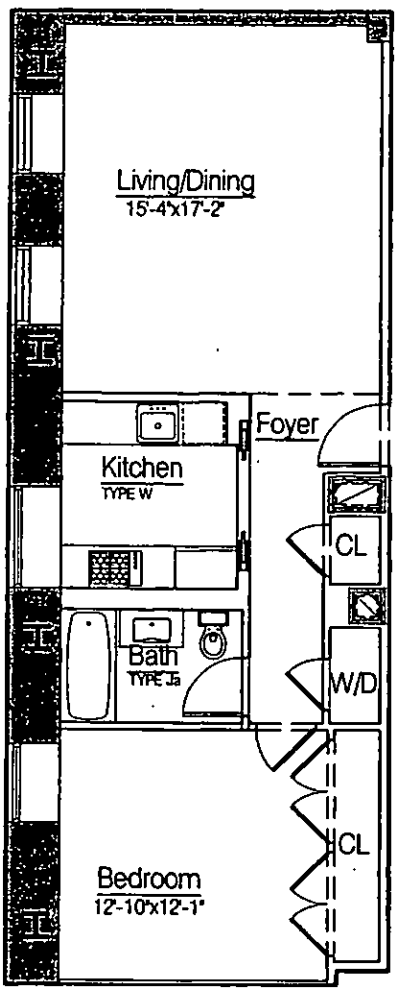
PLATE:
40A

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 18TH

RESIDENCE 10

1 BEDROOM 649 SQ.FT.
1 BATH





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

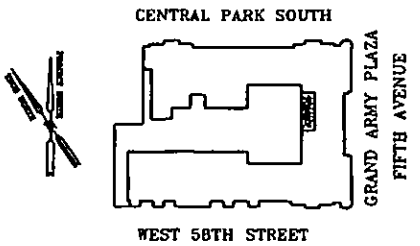


PLATE:
41

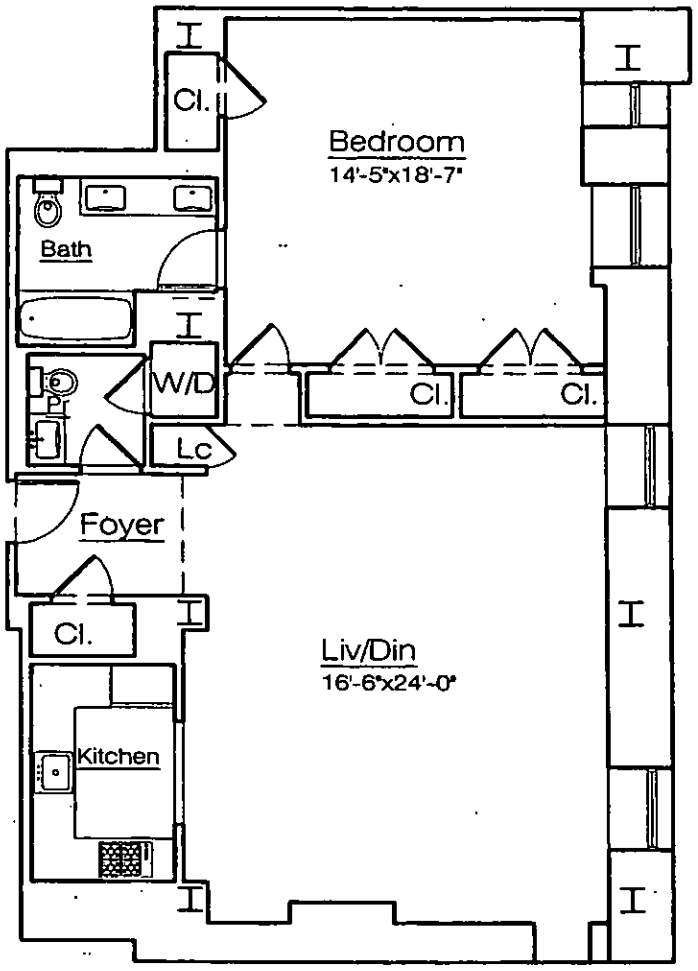
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 17TH

RESIDENCE 11

1 BEDROOM
1.5 BATHS

1,383 SQ.FT.





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

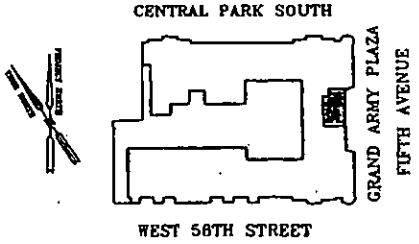


PLATE:
42

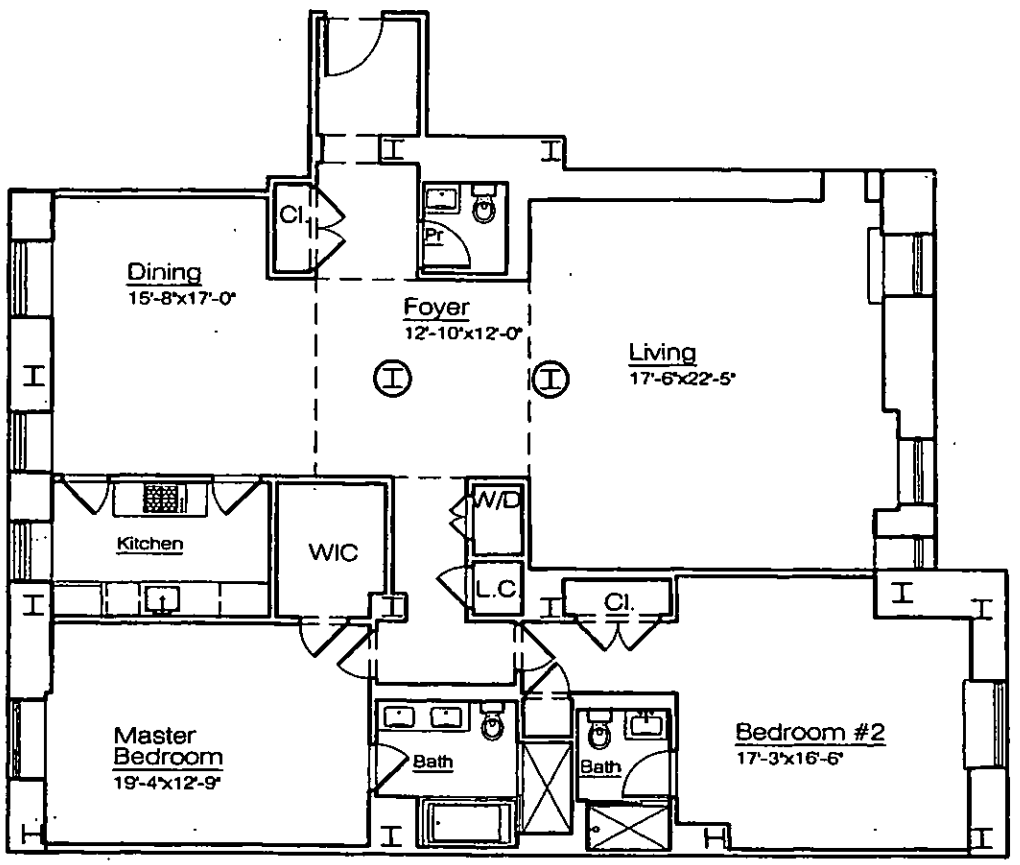
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 17TH

RESIDENCE 13

2 BEDROOMS
1 DINING
2.5 BATHS

2,380 SQ.FT.



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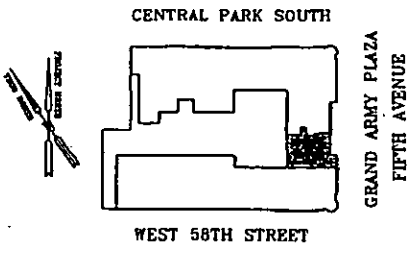


PLATE:
43

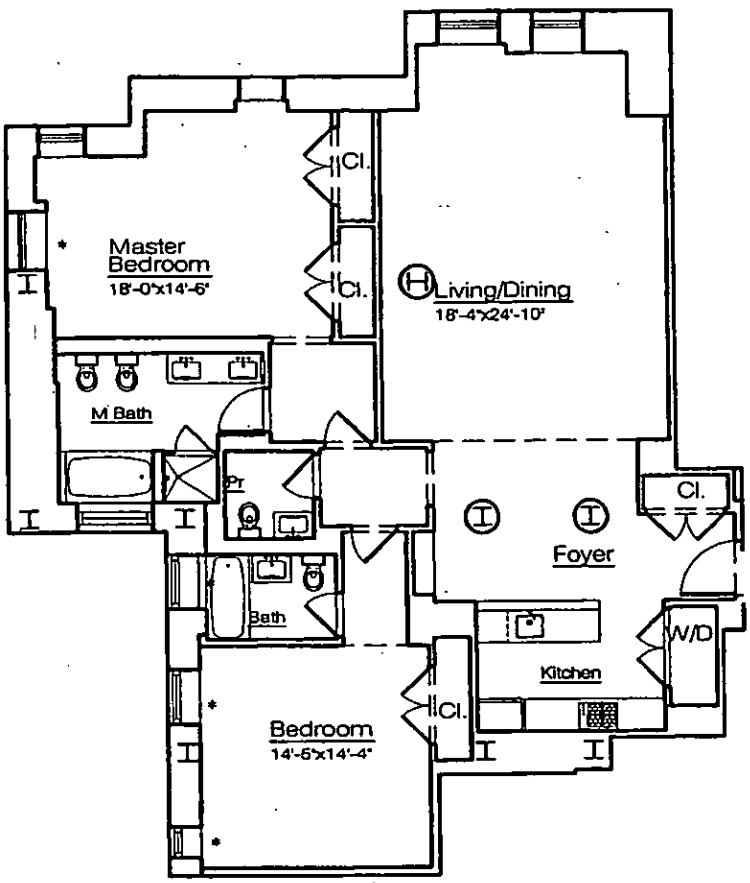
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 18TH

RESIDENCE 01

2 BEDROOMS
2.5 BATHS

1,980 SQ.FT.



* SPRINKLER AT WINDOWS

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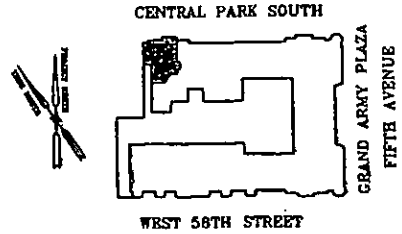


PLATE:
44

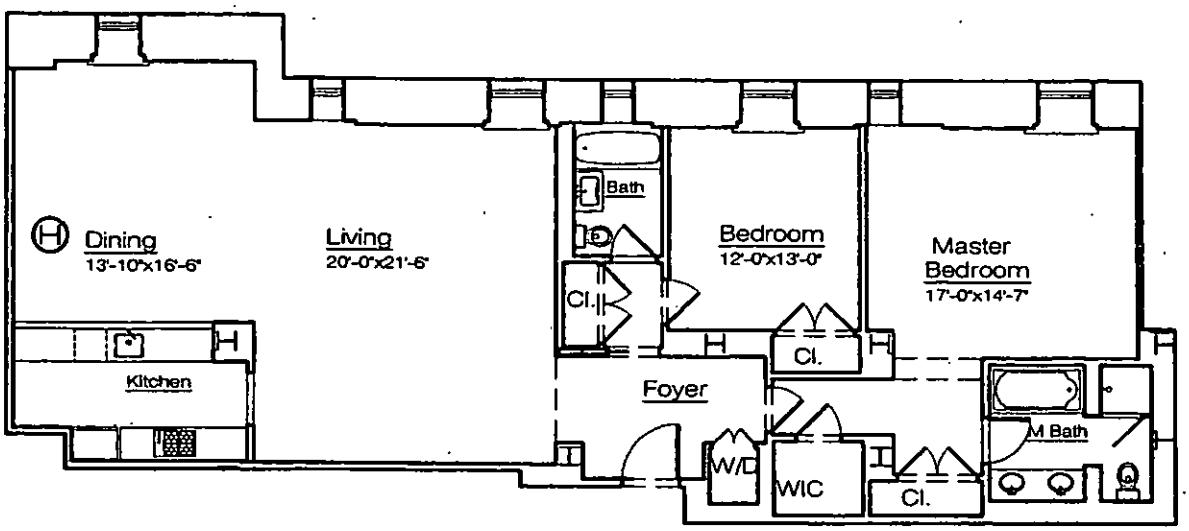
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 18TH

RESIDENCE 03

2 BEDROOMS
2 BATHS
1 DINING

1,915 SQ.FT.



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

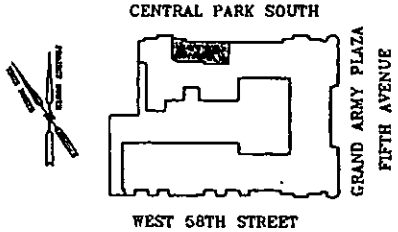


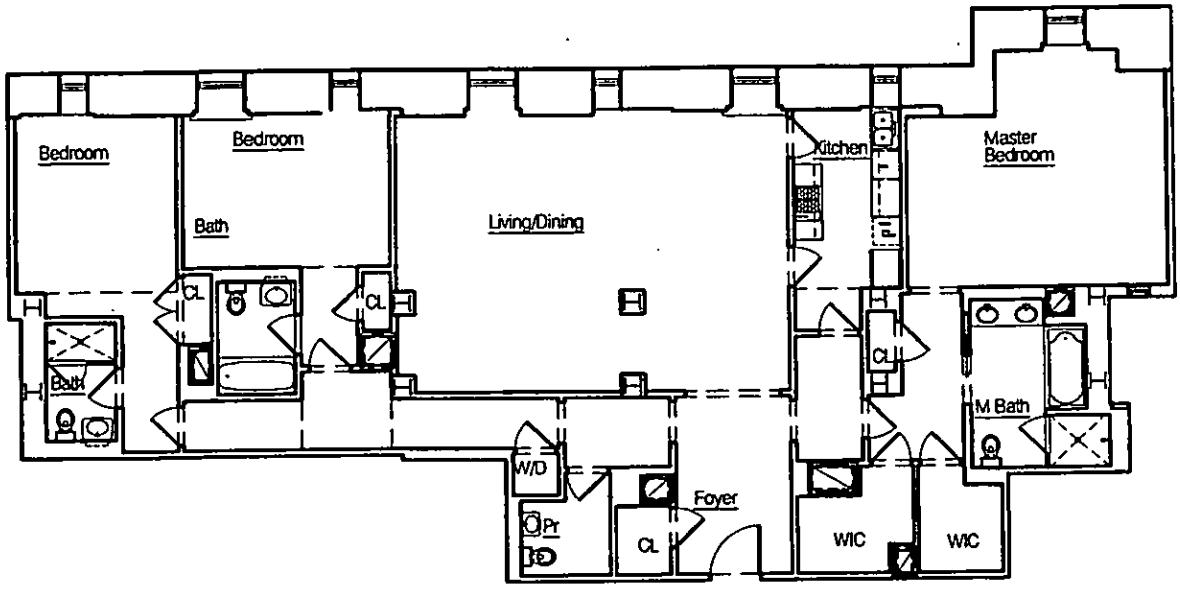
PLATE:
45

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 18TH

RESIDENCE 07

3 BEDROOMS 2,601 SQ.FT.
3.5 BATHS



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

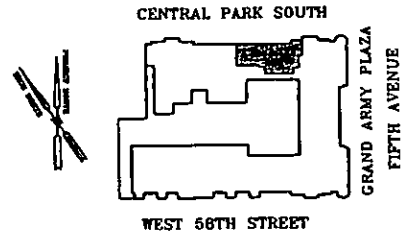


PLATE:
46

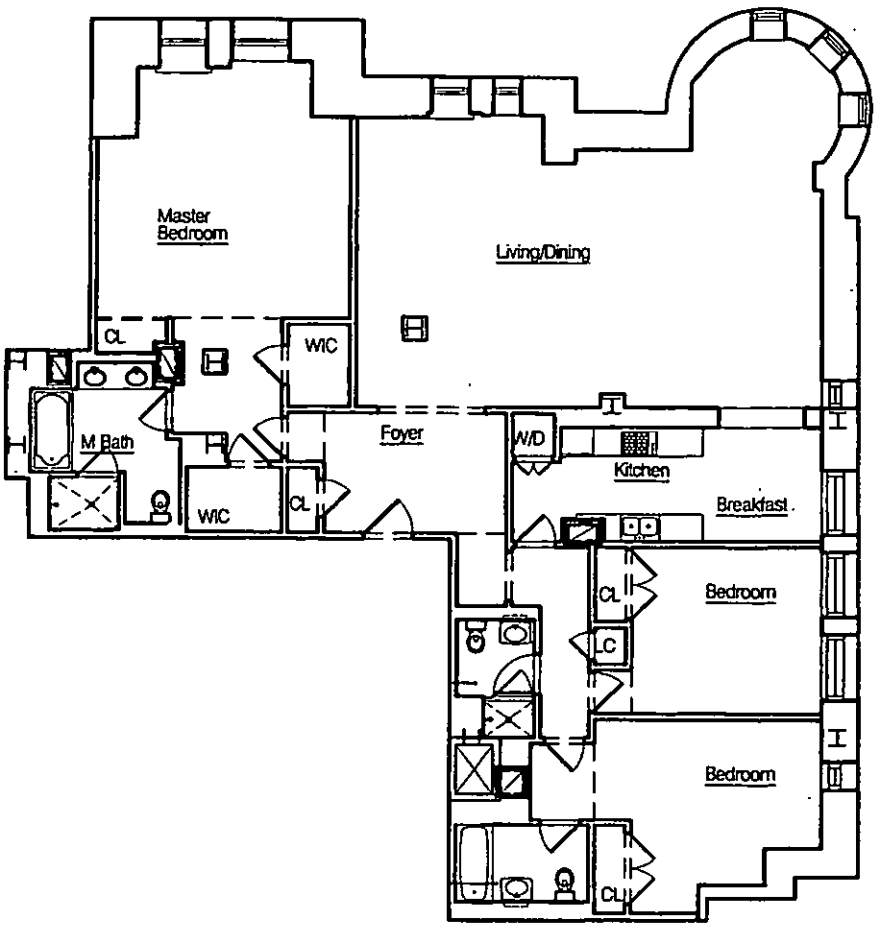
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 18TH

RESIDENCE 09

3 BEDROOMS
1 DINING
3 BATHS

2,755 SQ.FT.



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

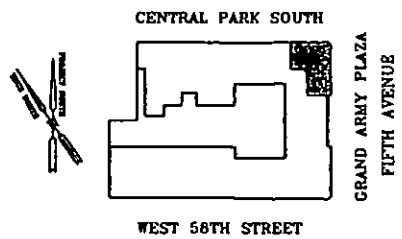


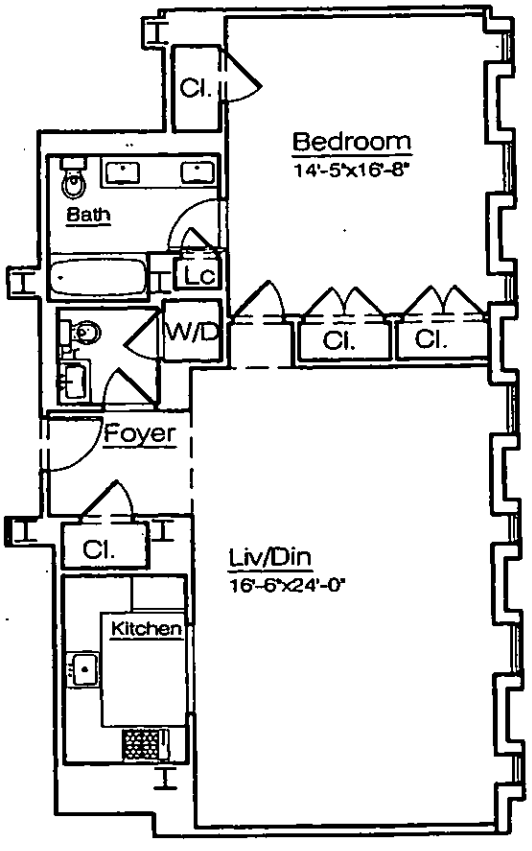
PLATE:
47

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 18TH

RESIDENCE 11

1 BEDROOM 1,125 SQ.FT.
1.5 BATHS



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

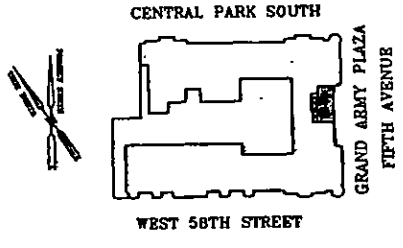


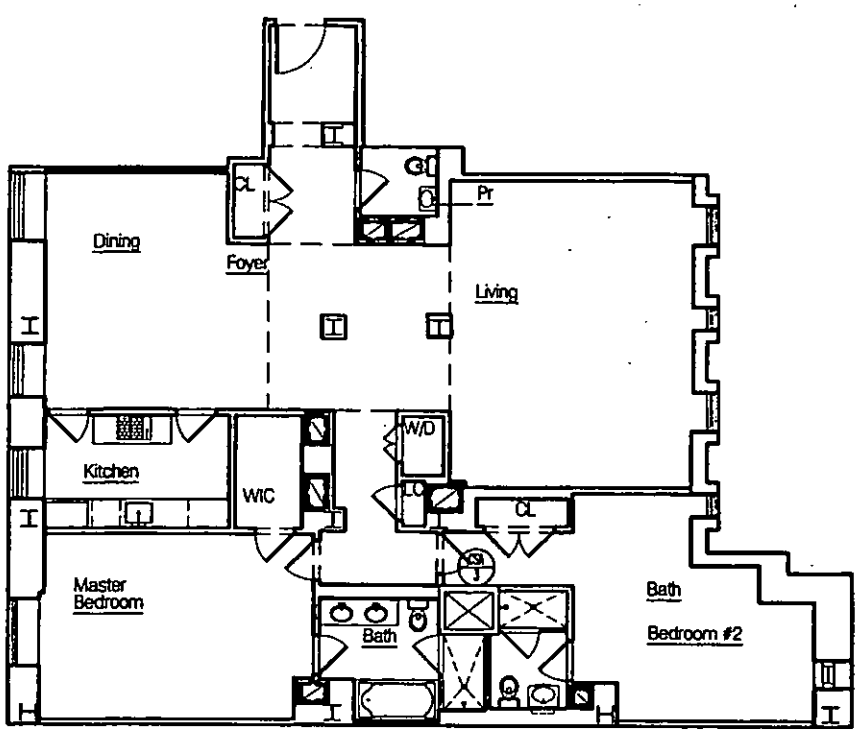
PLATE:
48

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOOR: 18TH

RESIDENCE 13

2 BEDROOMS 2,196 SQ.FT.
1 DINING
2.5 BATHS



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

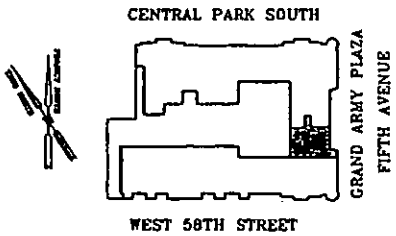


PLATE: 49

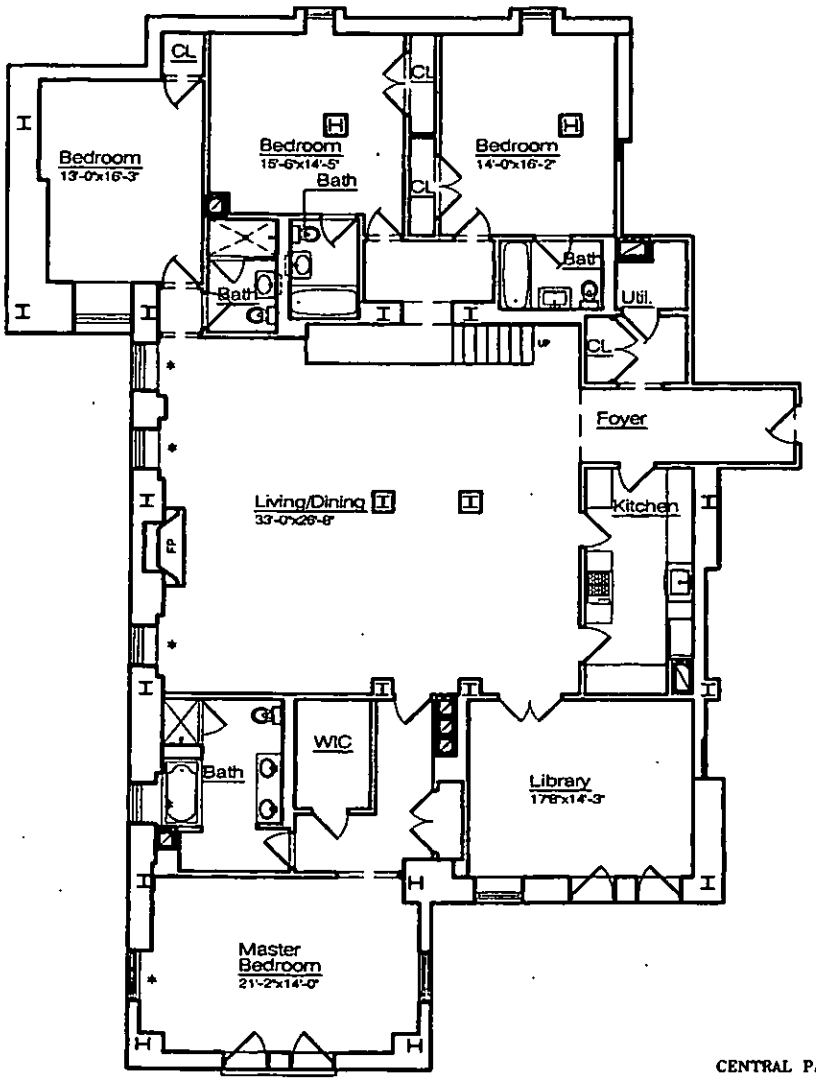
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 19TH

RESIDENCE 01

4 BEDROOMS
1 LIBRARY
4 BATHS

3,698 SQ.FT.



* SPRINKLER AT WINDOWS, 19TH FLOOR

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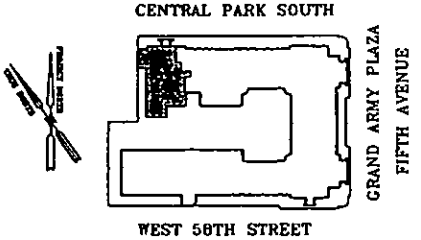


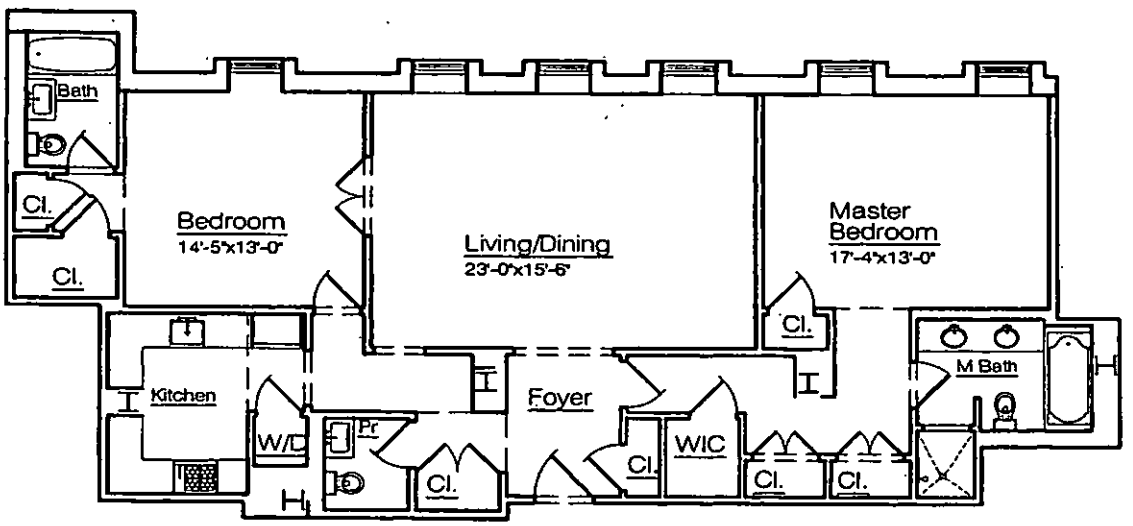
PLATE:
50

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 19TH

RESIDENCE 03

2 BEDROOMS 1,628 SQ.FT.
2.5 BATHS



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

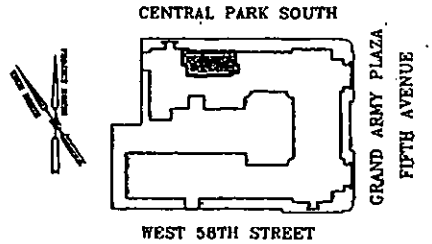


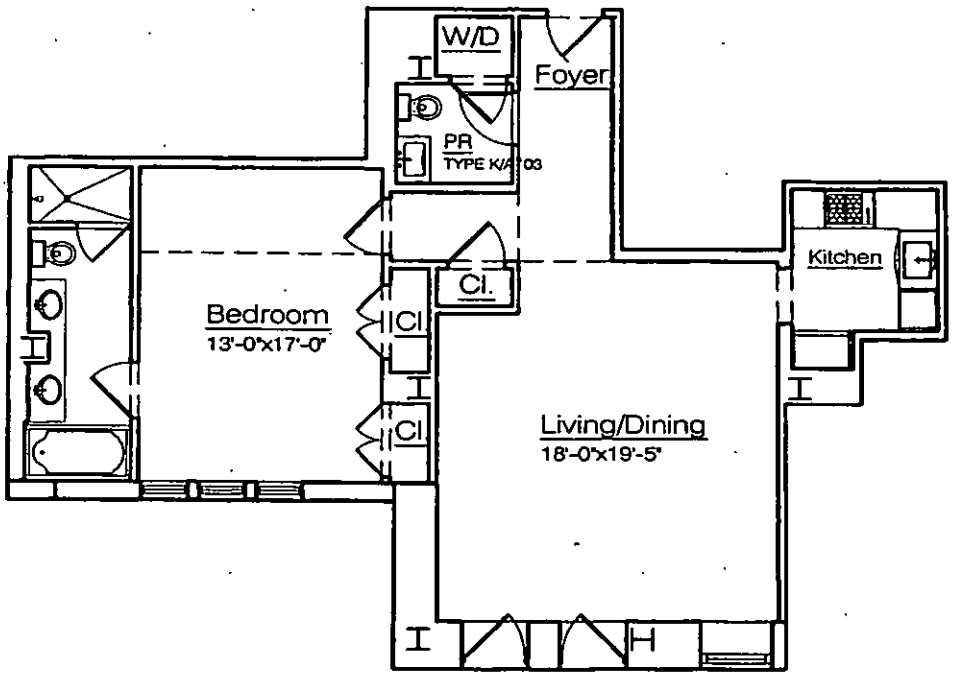
PLATE:
51

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 19TH

RESIDENCE 04

1 BEDROOM 1,059 SQ.FT.
1.5 BATHS



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

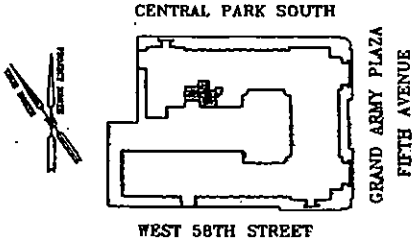


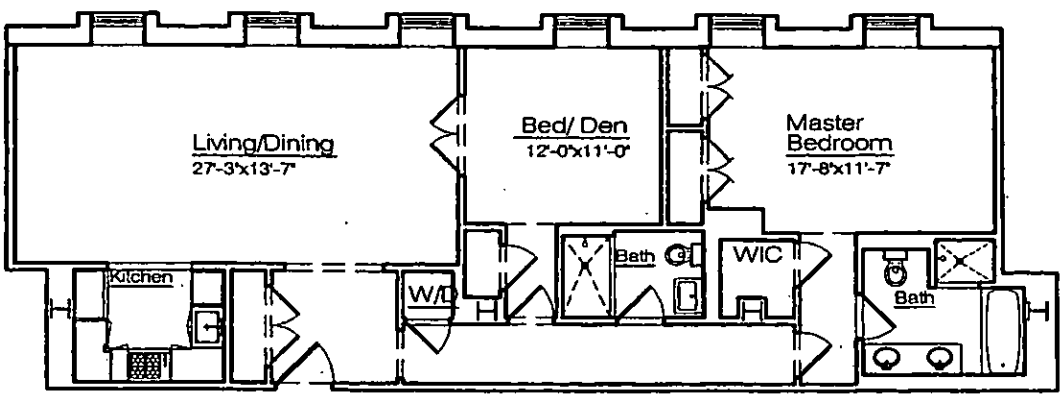
PLATE:
52

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 19TH

RESIDENCE 07

2 BEDROOM 1,378 SQ.FT.
2 BATHS



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

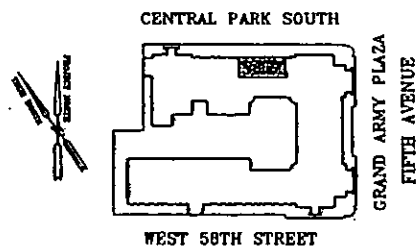


PLATE:
53

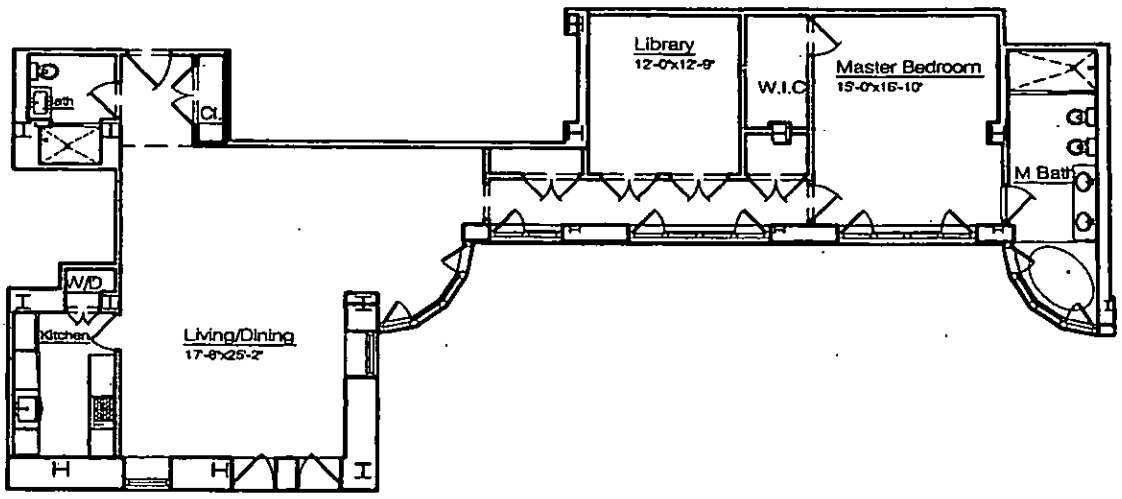
THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 19TH

RESIDENCE 06

1 BEDROOM
1 LIBRARY
2 BATHS

1,638 SQ.FT.



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

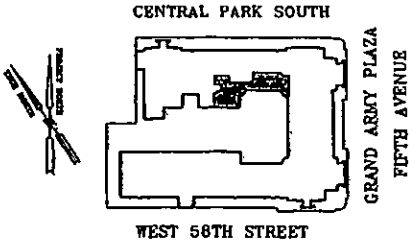


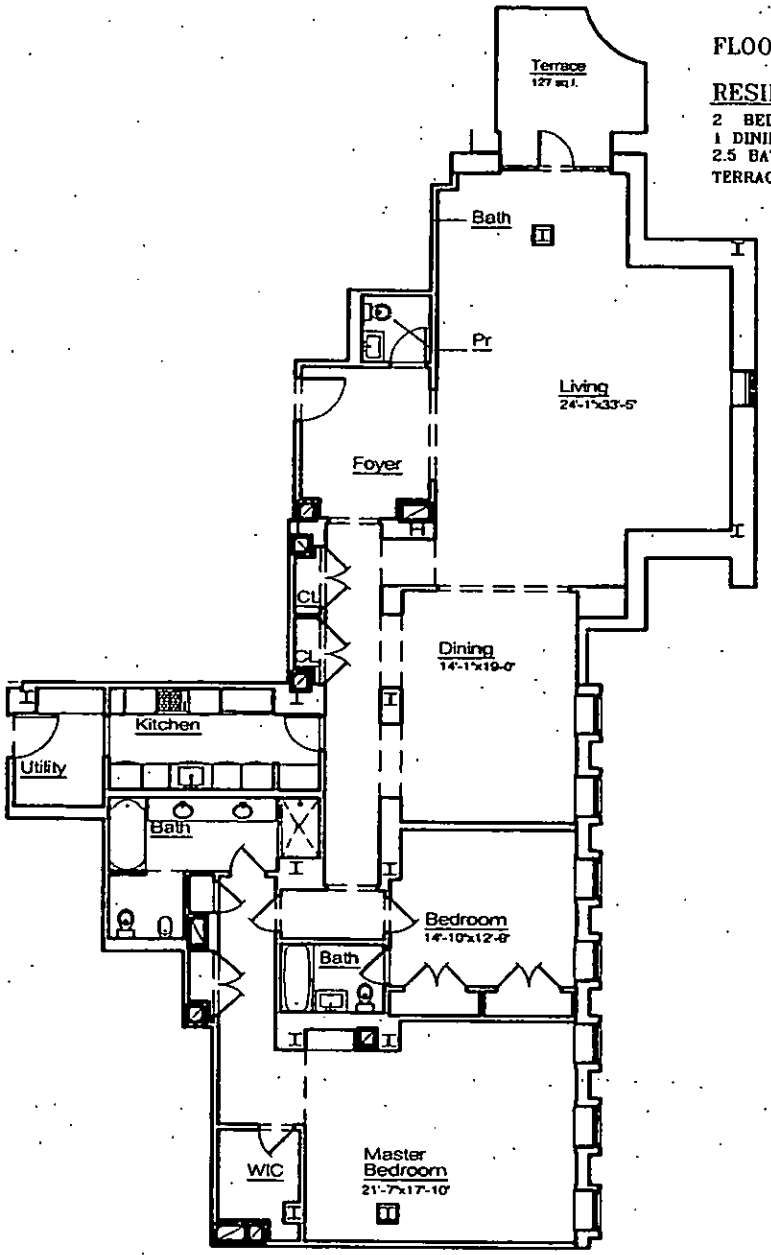
PLATE:
54

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 19TH

RESIDENCE 11

2 BEDROOMS	2,984 SQ.FT.
1 DINING	
2.5 BATHS	
TERRACE	127 SQ.FT.



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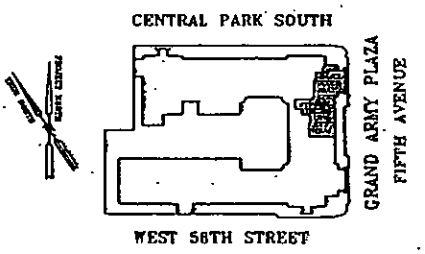


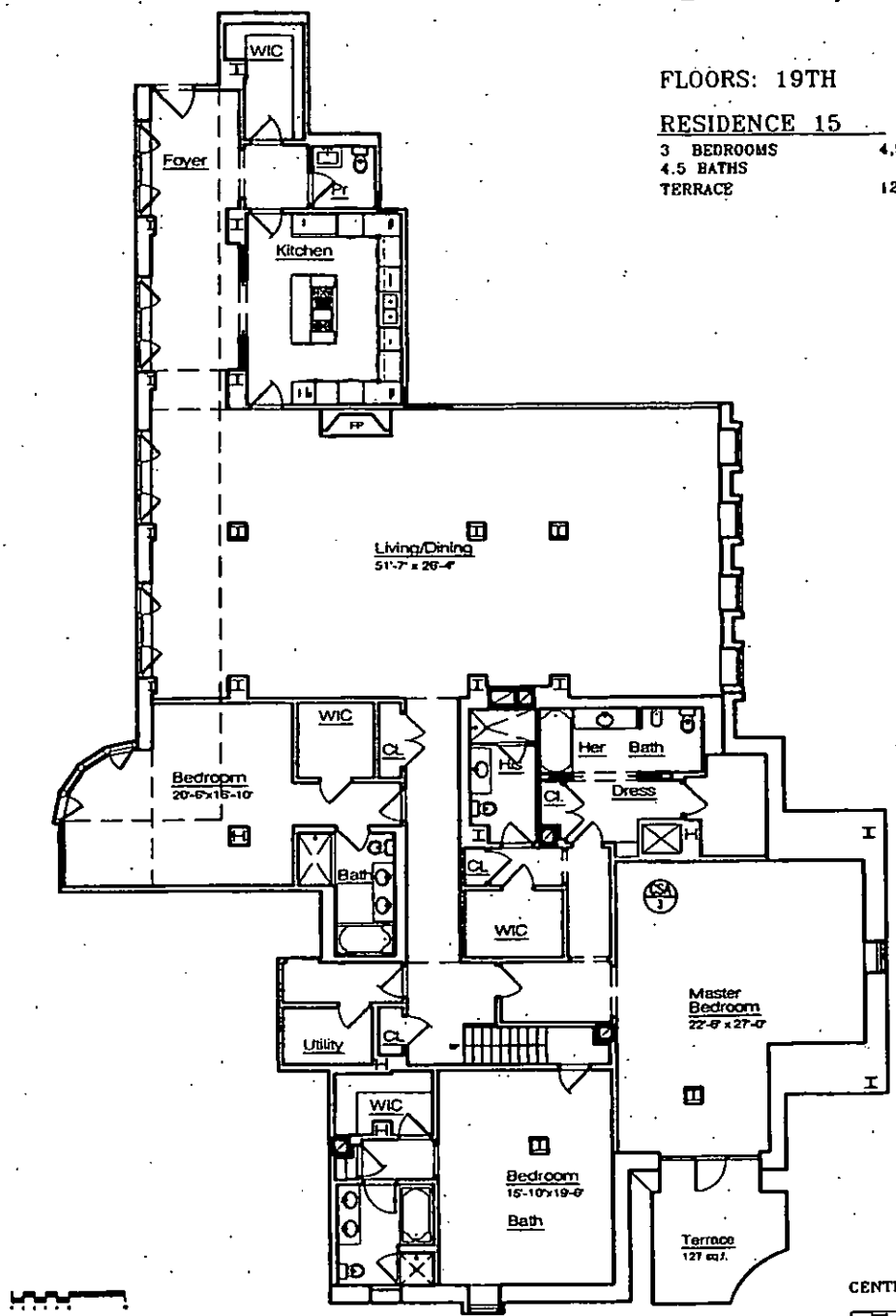
PLATE:
55

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 19TH

RESIDENCE 15

3 BEDROOMS	4,904 SQ.FT.
4.5 BATHS	
TERRACE	127 SQ.FT.



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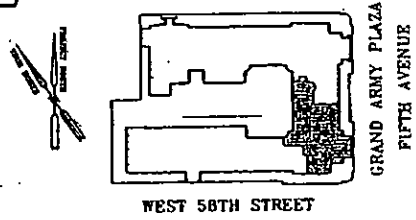


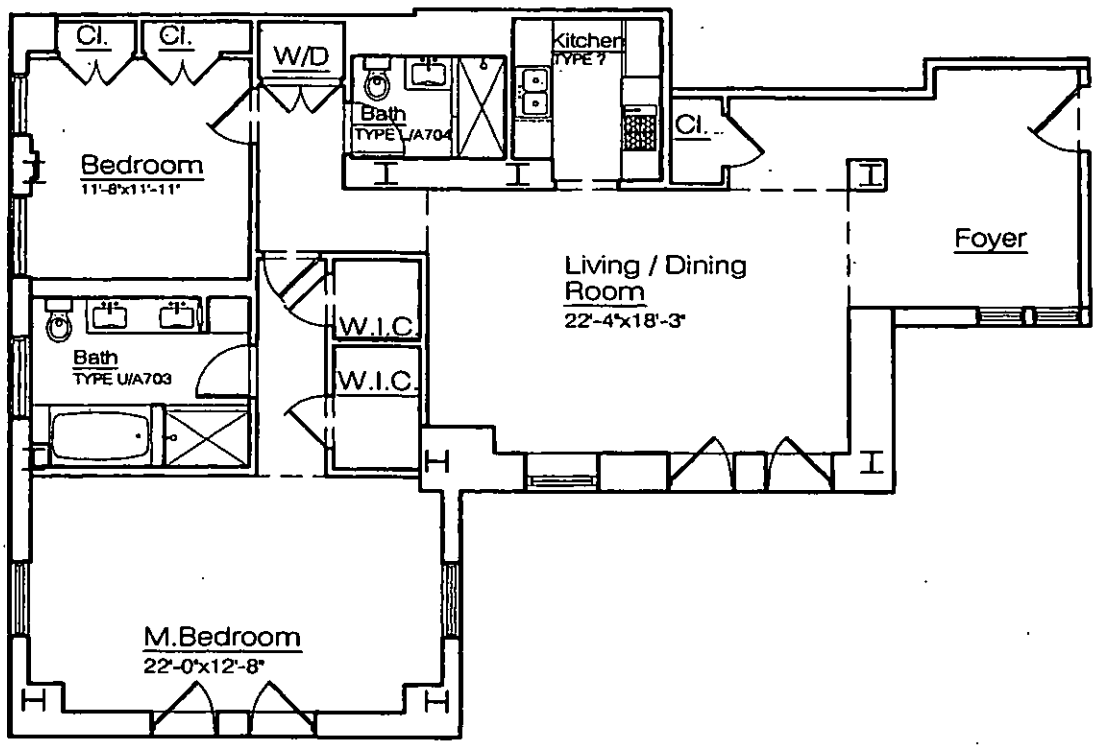
PLATE:
56

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: PH

RESIDENCE 02

2 BEDROOMS 1,621 SQ.FT.
2 BATHS



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

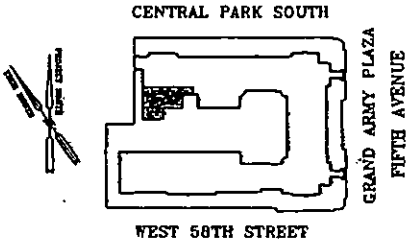


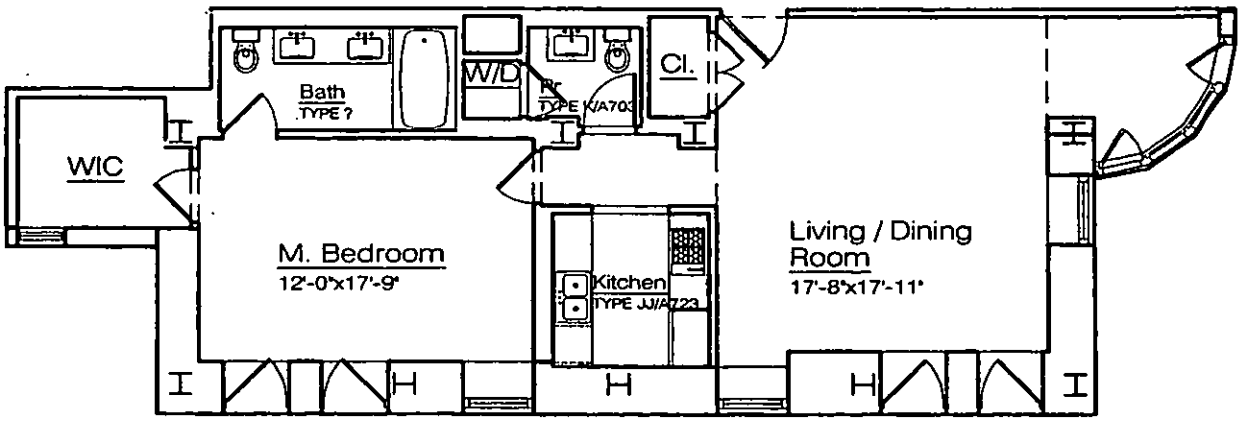
PLATE:
57

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: PH

RESIDENCE 06

1 BEDROOM 1,176 SQ.FT.
1.5 BATHS



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

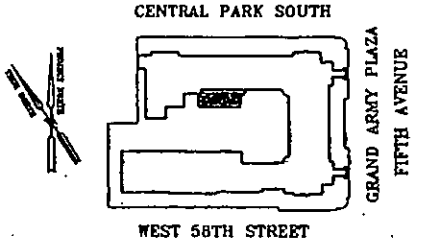


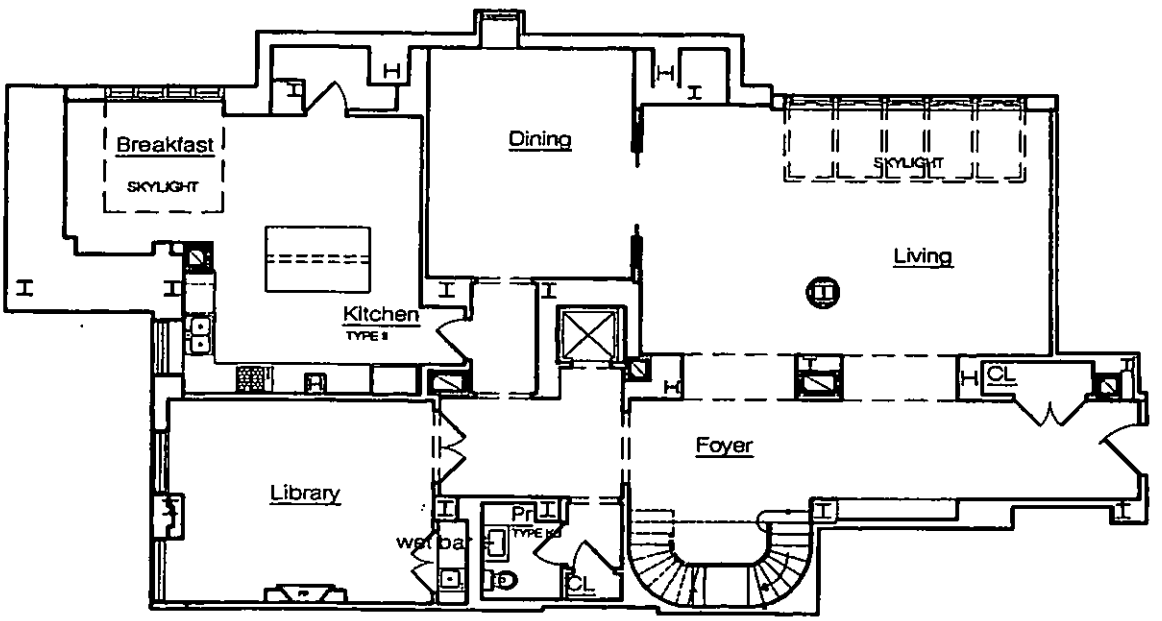
PLATE:
58-1

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: PH, 21ST

RESIDENCE PH 2001 - DUPLEX

5 BEDROOMS	5,613 SQ.F.
1 DINING	
1 LIBRARY	
5.5 BATHS	
TERRACE	300 SQ.F.



LOWER LEVEL (PH)

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

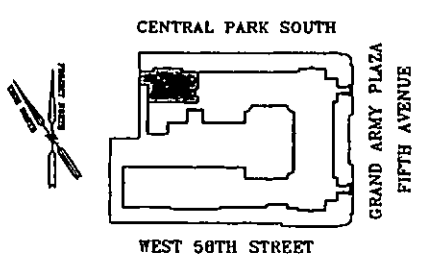


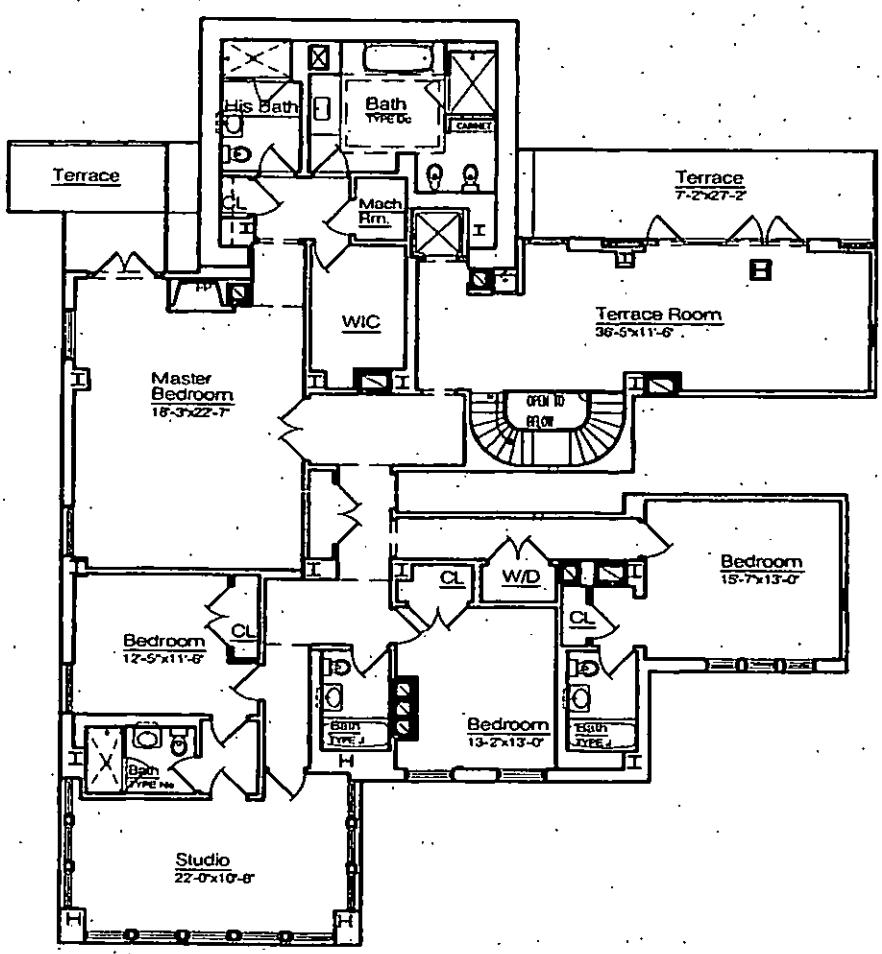
PLATE:

THE PLAZA 58-2

768 FIFTH AVENUE
NEW YORK, NY

FLOORS: PH,21ST

RESIDENCE PH 2001 - DUPLEX



UPPER LEVEL (21ST FLOOR)

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

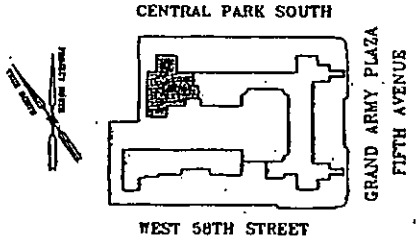


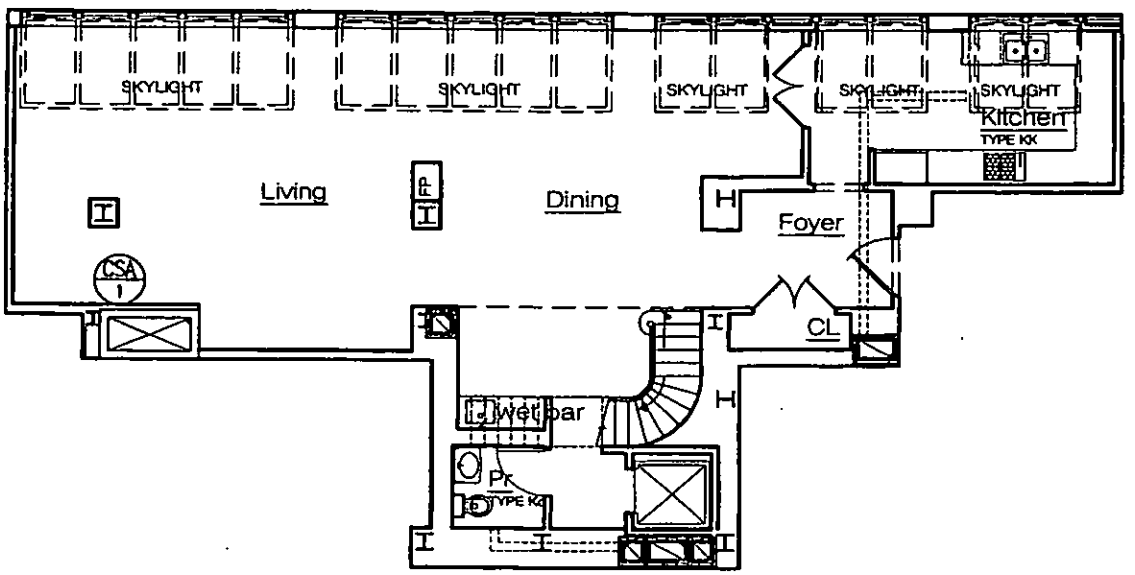
PLATE:
59-1

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: PH, 21ST

RESIDENCE PH 2003 - DUPLEX

3 BEDROOMS 3.5 BATHS	3,974 SQ.F.
TERRACE	590 SQ.F.



LOWER LEVEL (PH)

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

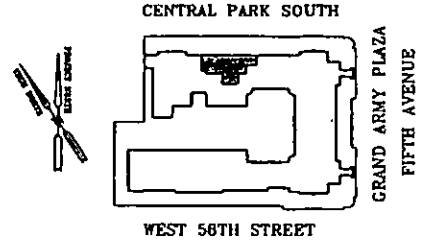
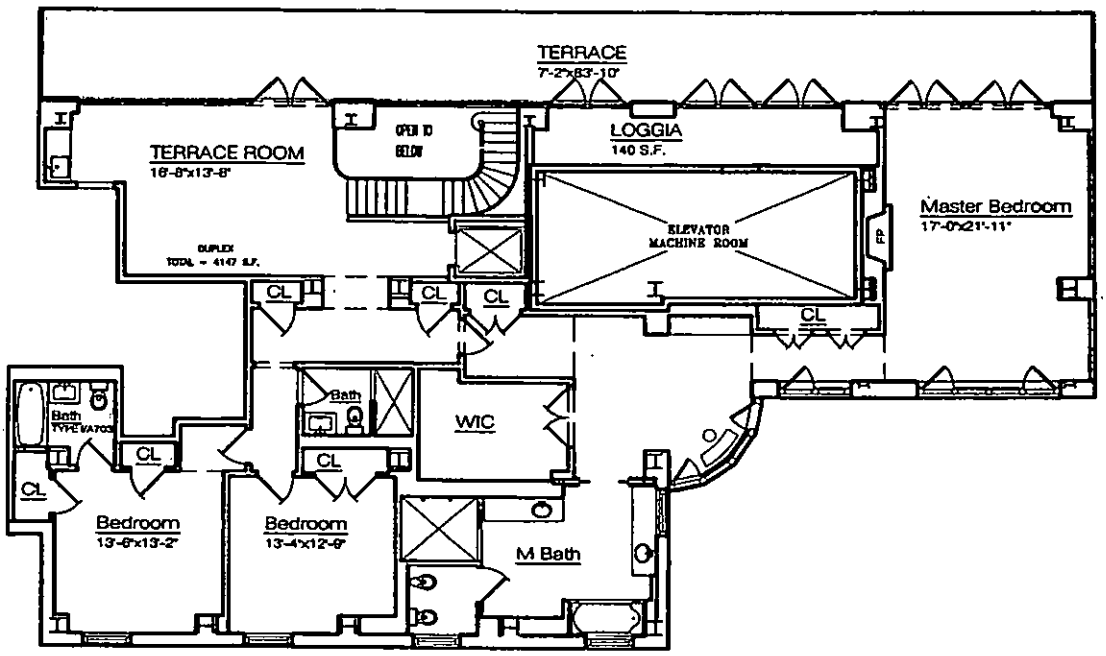


PLATE:
59-2

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: PH, 21ST

RESIDENCE PH 2003 - DUPLEX



UPPER LEVEL (21ST FLOOR)

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

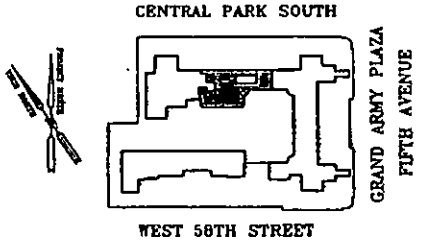
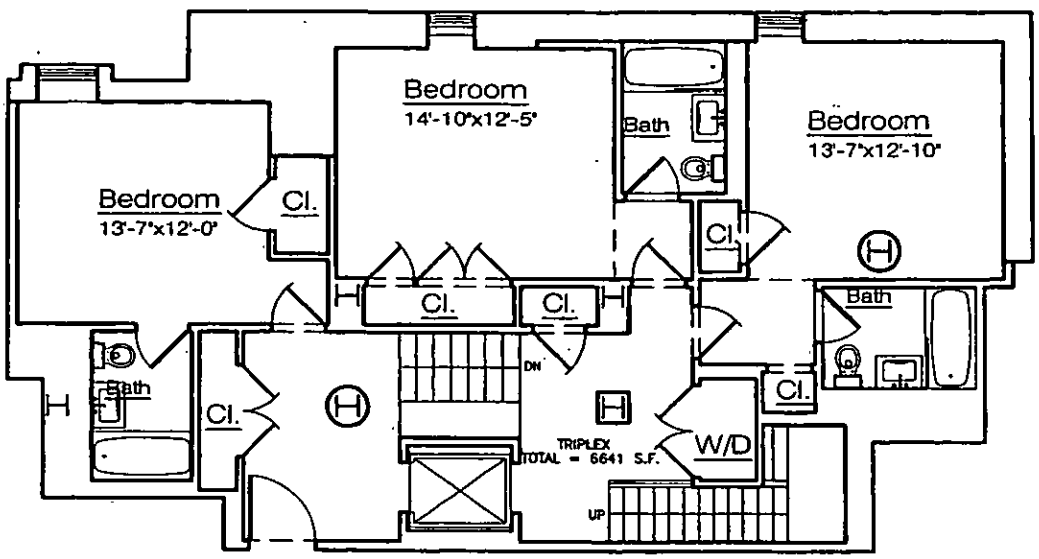


PLATE:
60-1

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 19TH, PH, 21ST

RESIDENCE PH 2009 - TRIPLEX



LOWER LEVEL (19TH FLOOR)

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

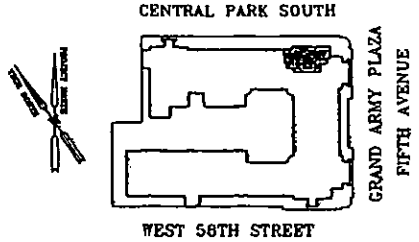


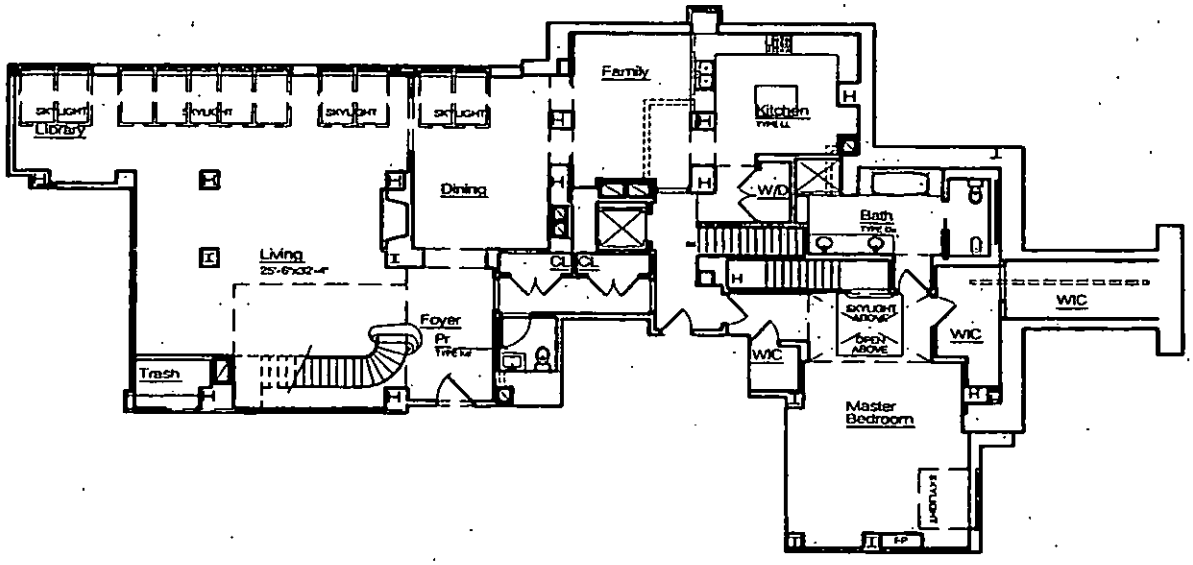
PLATE:
60-2

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 19TH, PH, 21ST

RESIDENCE PH 2009 – TRIPLEX

4 BEDROOMS	6,316 SQ.F.
5 FULL BATHS	
2 HALF BATHS	
1 FAMILY ROOM	
1 OFFICE	
1 TERRACE ROOM	
1 STUDIO	
1 LIBRARY	
1 DINING ROOM	
TERRACE	229 SQ.F.



INTERMEDIATE LEVEL (PH)

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

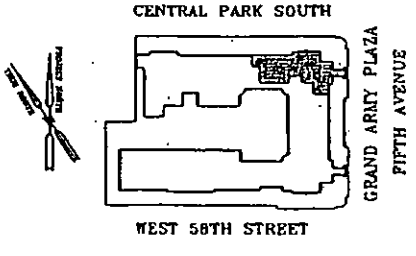
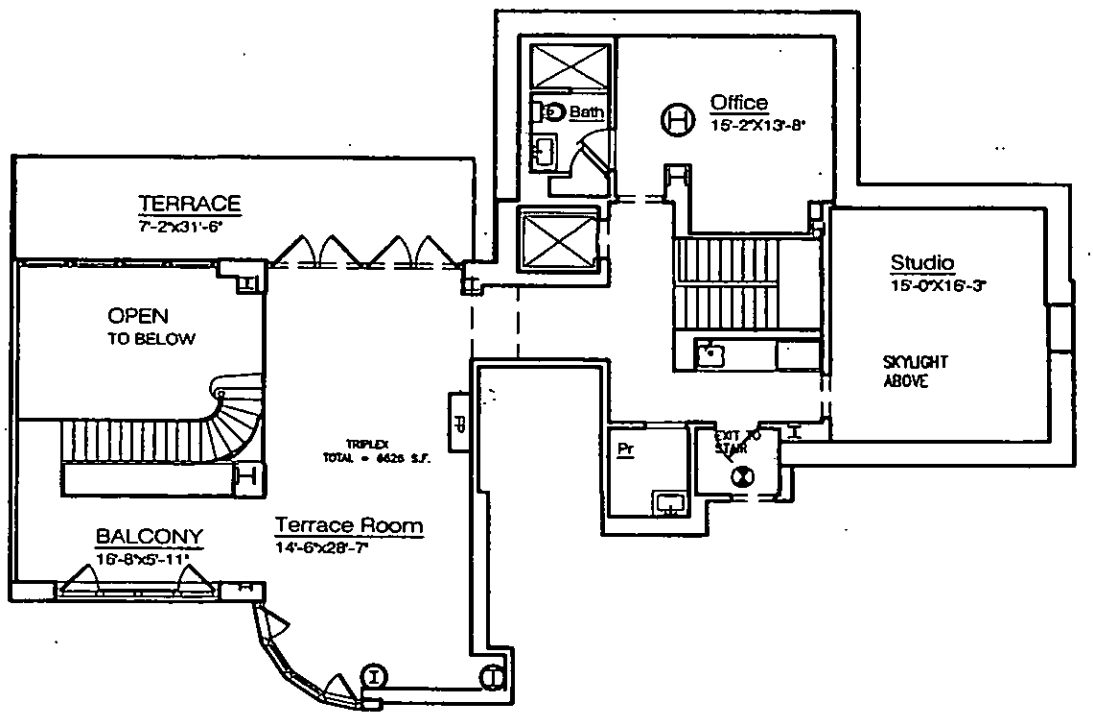


PLATE:
60-3

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: 19TH, PH, 21ST

RESIDENCE PH 2009 – TRIPLEX



UPPER LEVEL (21ST FLOOR)

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

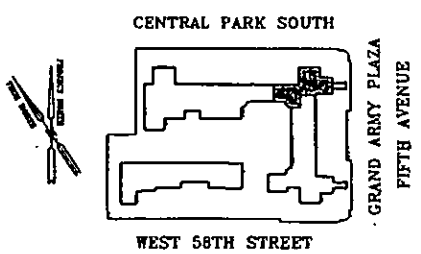


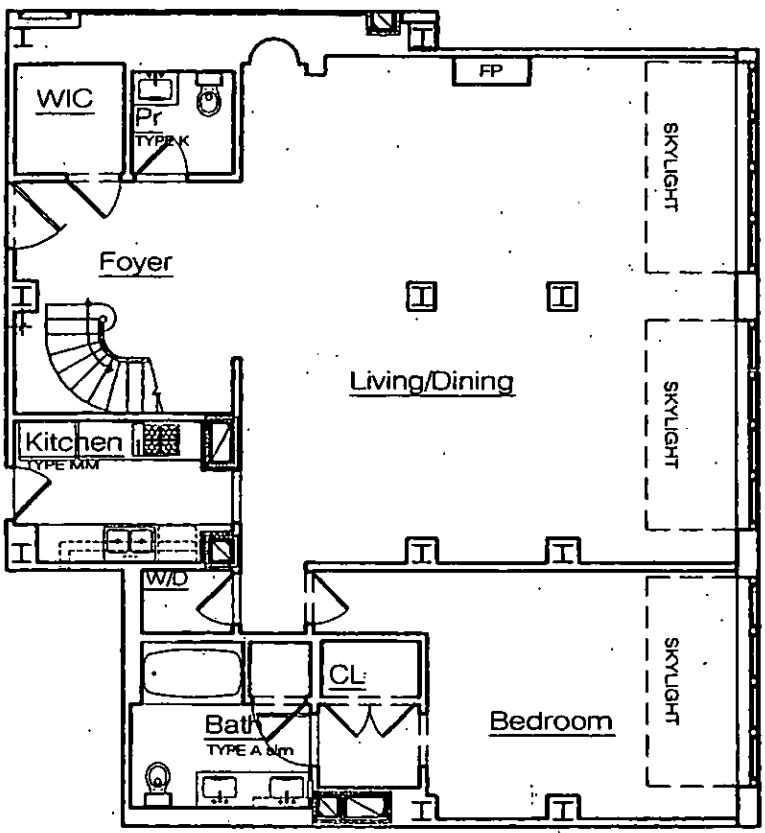
PLATE:
61-1

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: PH, 21ST

RESIDENCE PH 2011 - DUPLEX

3 BEDROOMS	2,906 SQ.F.
3 FULL BATHS	
2 HALF BATHS	
TERRACE	403 SQ.F.



LOWER LEVEL (PH)

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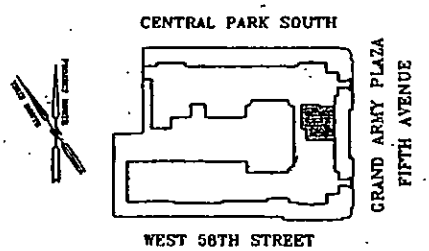
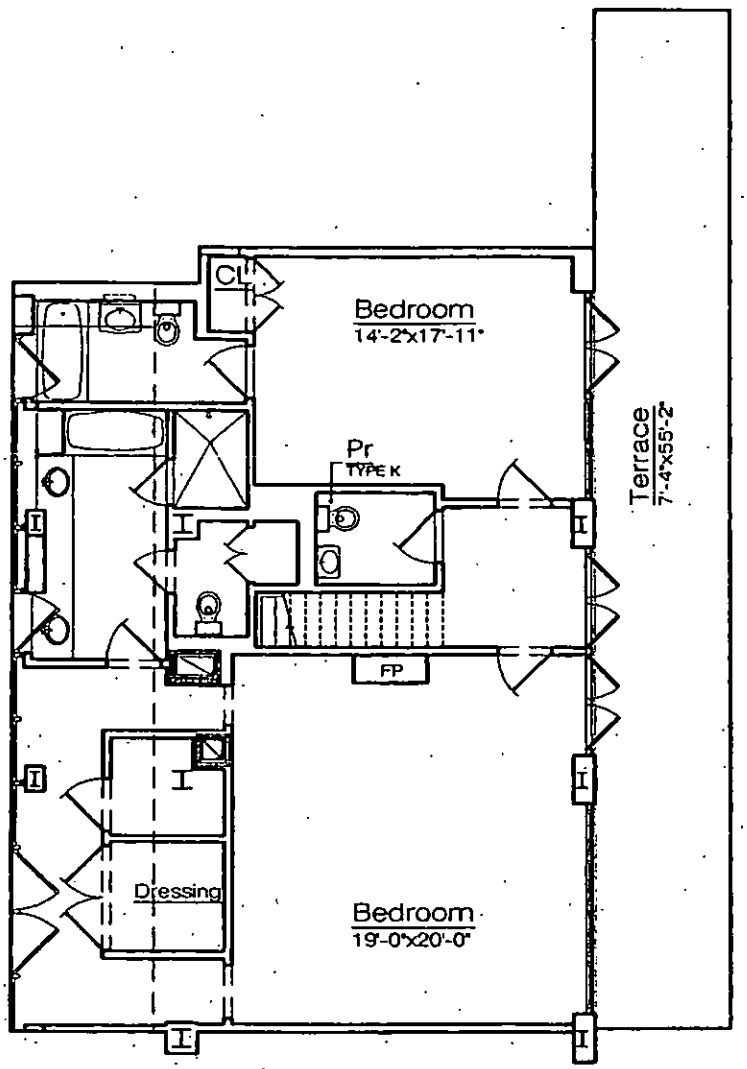


PLATE:
61-2

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: PH, 21ST

RESIDENCE PH 2011 – DUPLEX



UPPER LEVEL (21ST FLOOR)

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

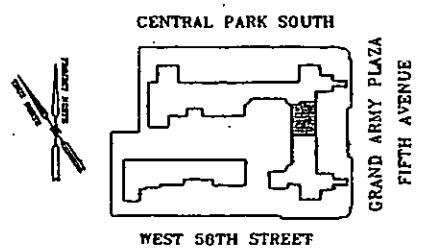


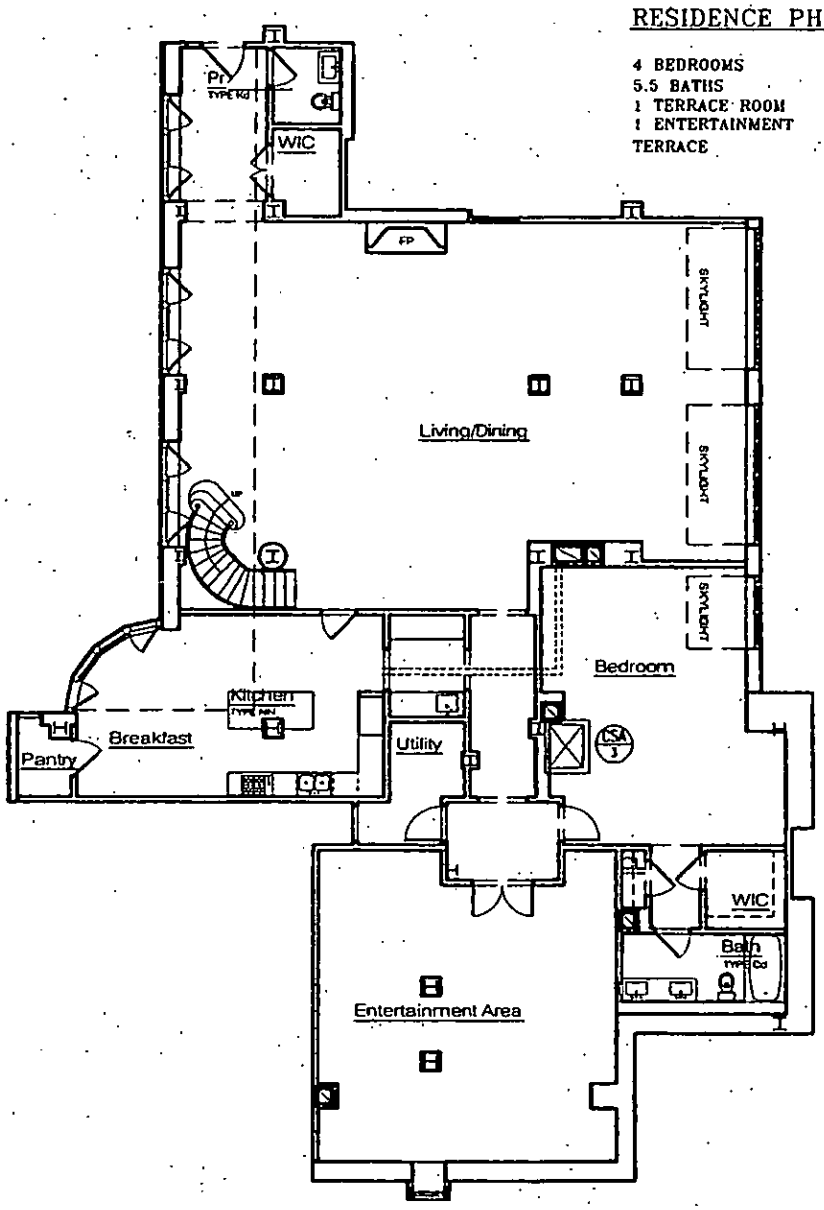
PLATE:
62-1

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

FLOORS: PH, 21ST

RESIDENCE PH 2015 - DUPLEX

4 BEDROOMS	5,358 SQ.F.
5.5 BATHS	
1 TERRACE ROOM	
1 ENTERTAINMENT	
TERRACE	309 SQ.F.



LOWER LEVEL (PH)

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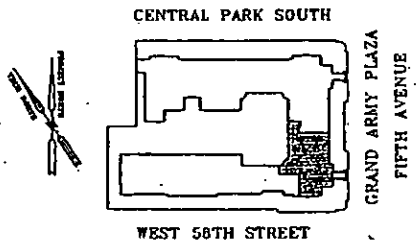
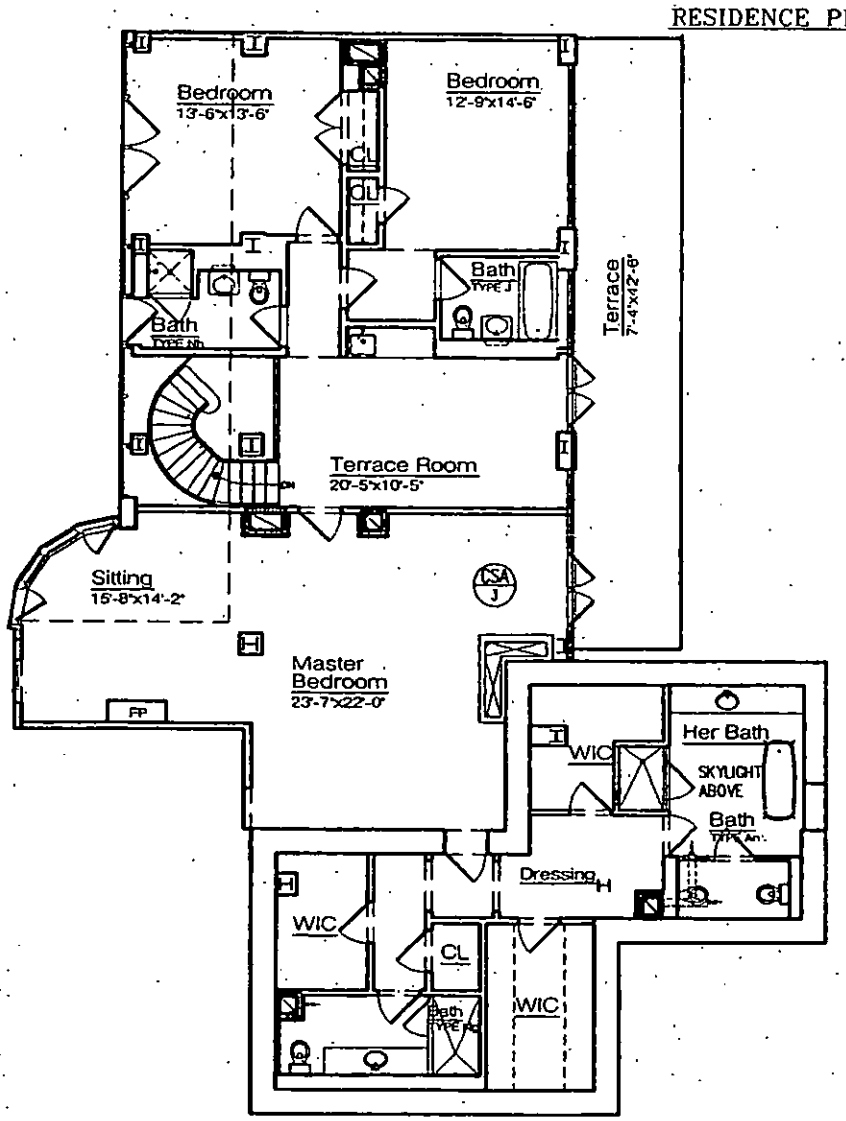


PLATE:
62-2

THE PLAZA
768 FIFTH AVENUE
NEW YORK, NY

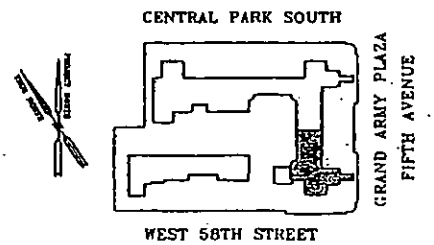
FLOORS: PH, 21ST

RESIDENCE PH 2015 - DUPLEX



UPPER LEVEL (21ST FLOOR)

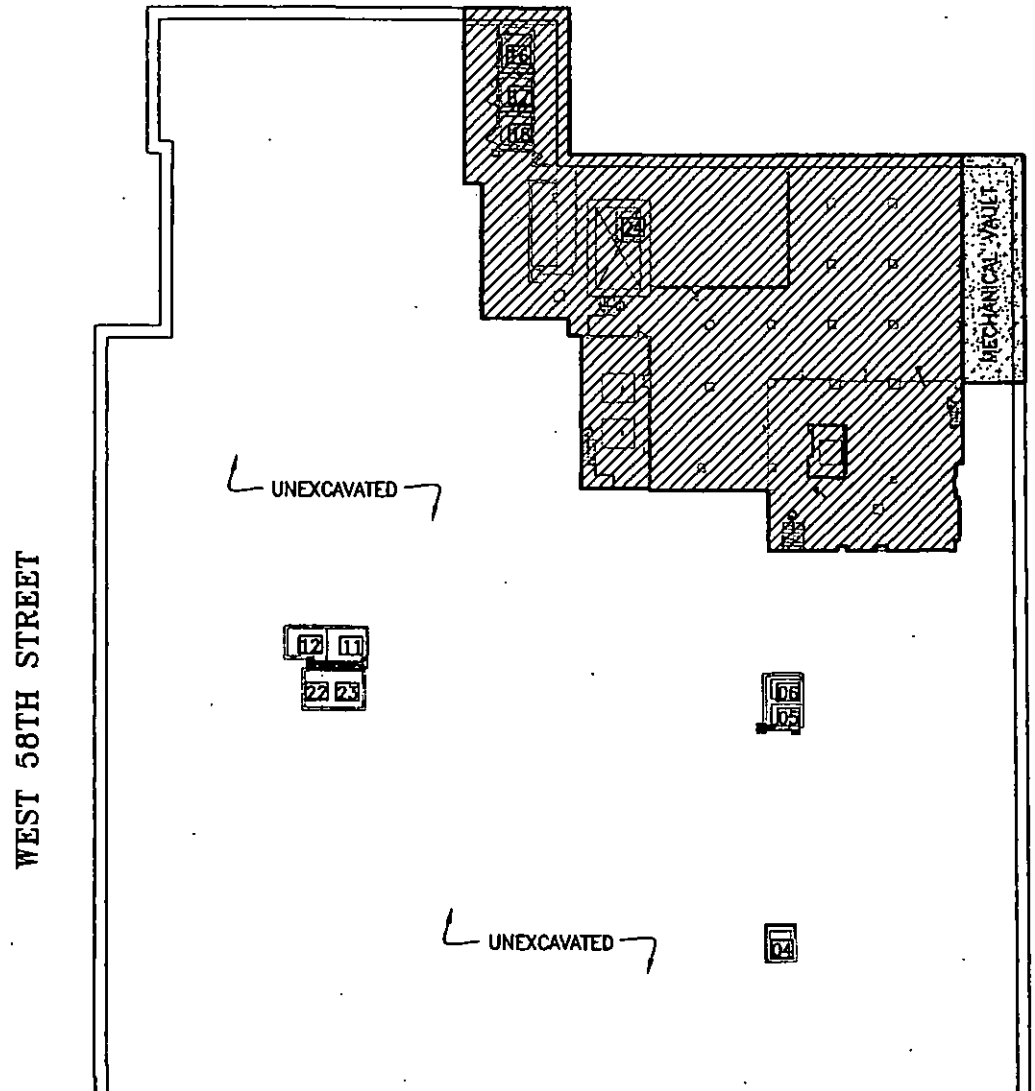
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



LEVEL D

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH

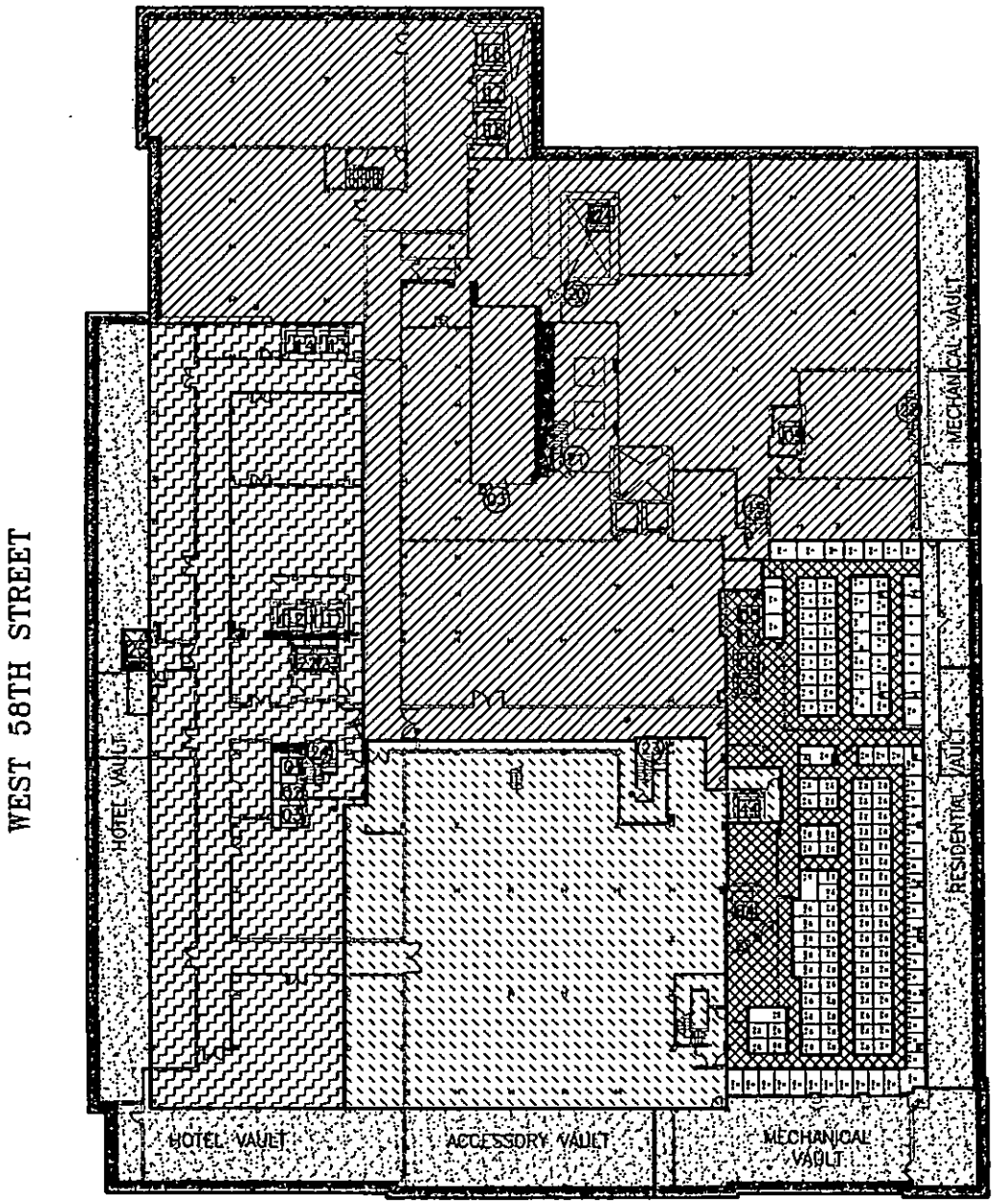


All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEVEL C

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



GRAND ARMY PLAZA
FIFTH AVENUE

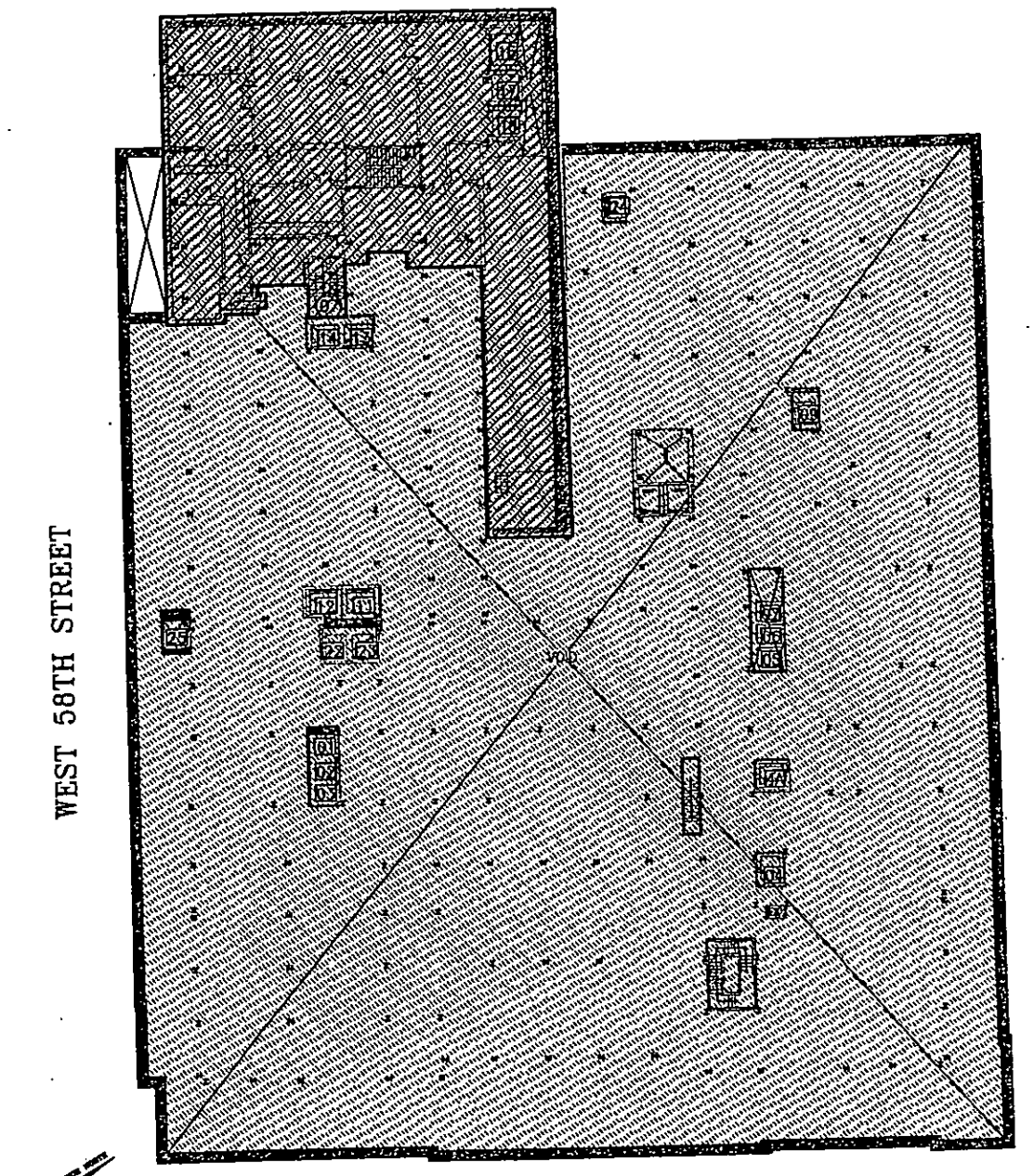
GENERAL COMMON ELEMENTS
ACCESSORY UNIT
HOTEL UNIT
VAULT
RESIDENTIAL LIMITED COMMON ELEMENTS
RESIDENTIAL UNIT

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LEVEL B

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH

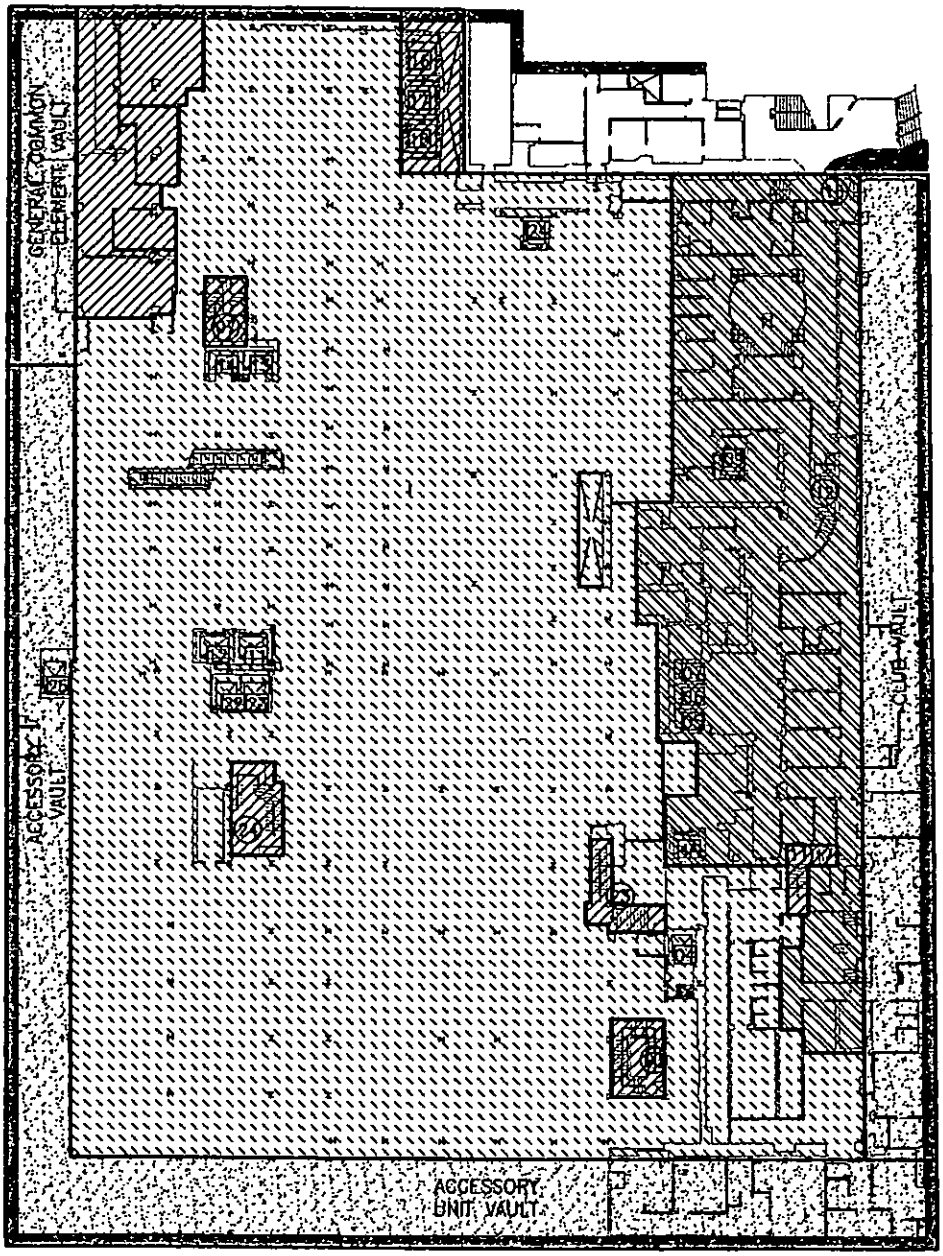


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LEVEL A

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



GRAND ARMY PLAZA
FIFTH AVENUE

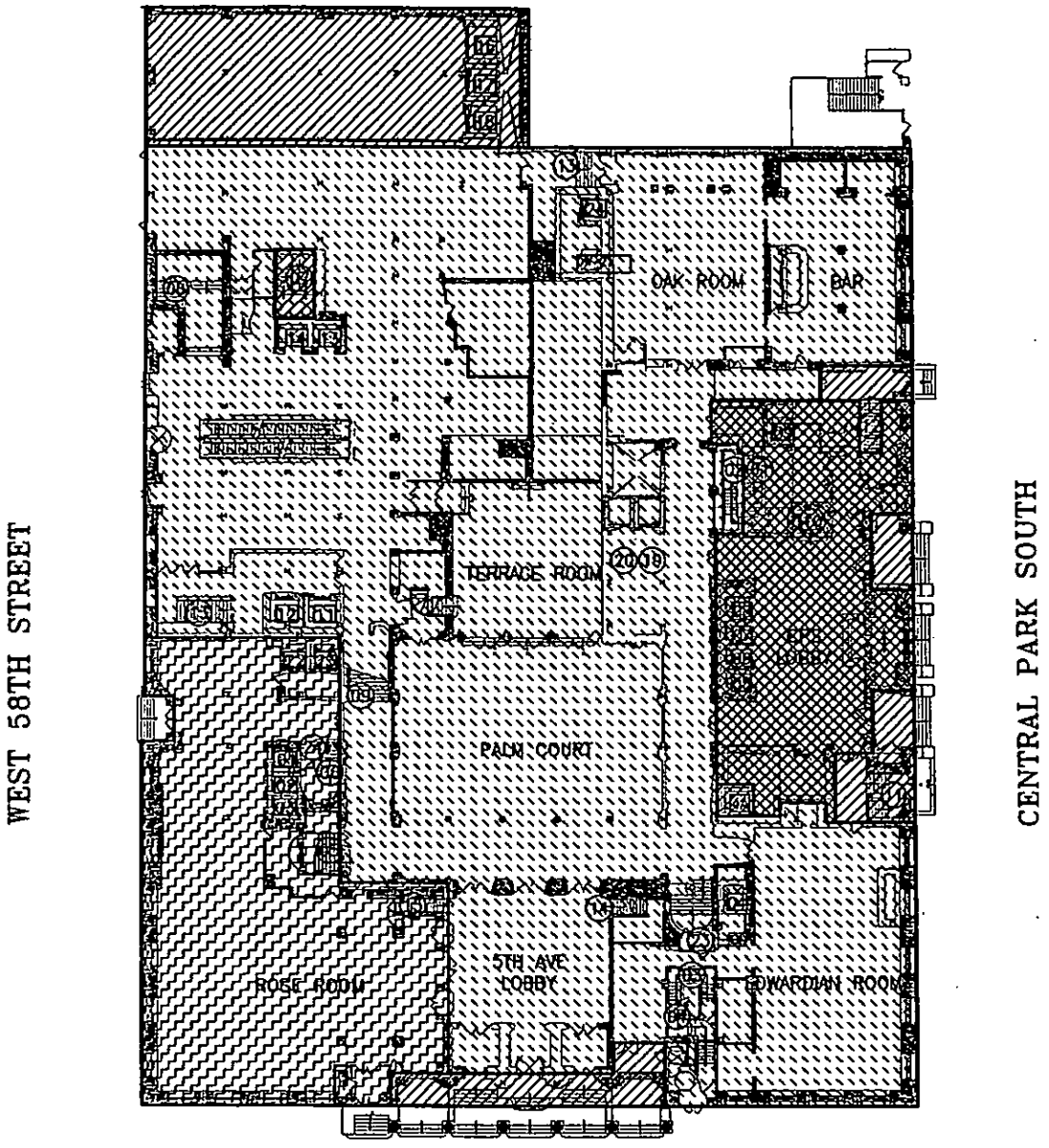
GENERAL COMMON ELEMENTS
ACCESSORY UNIT
CLUB UNIT
VAULT

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

1ST FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH

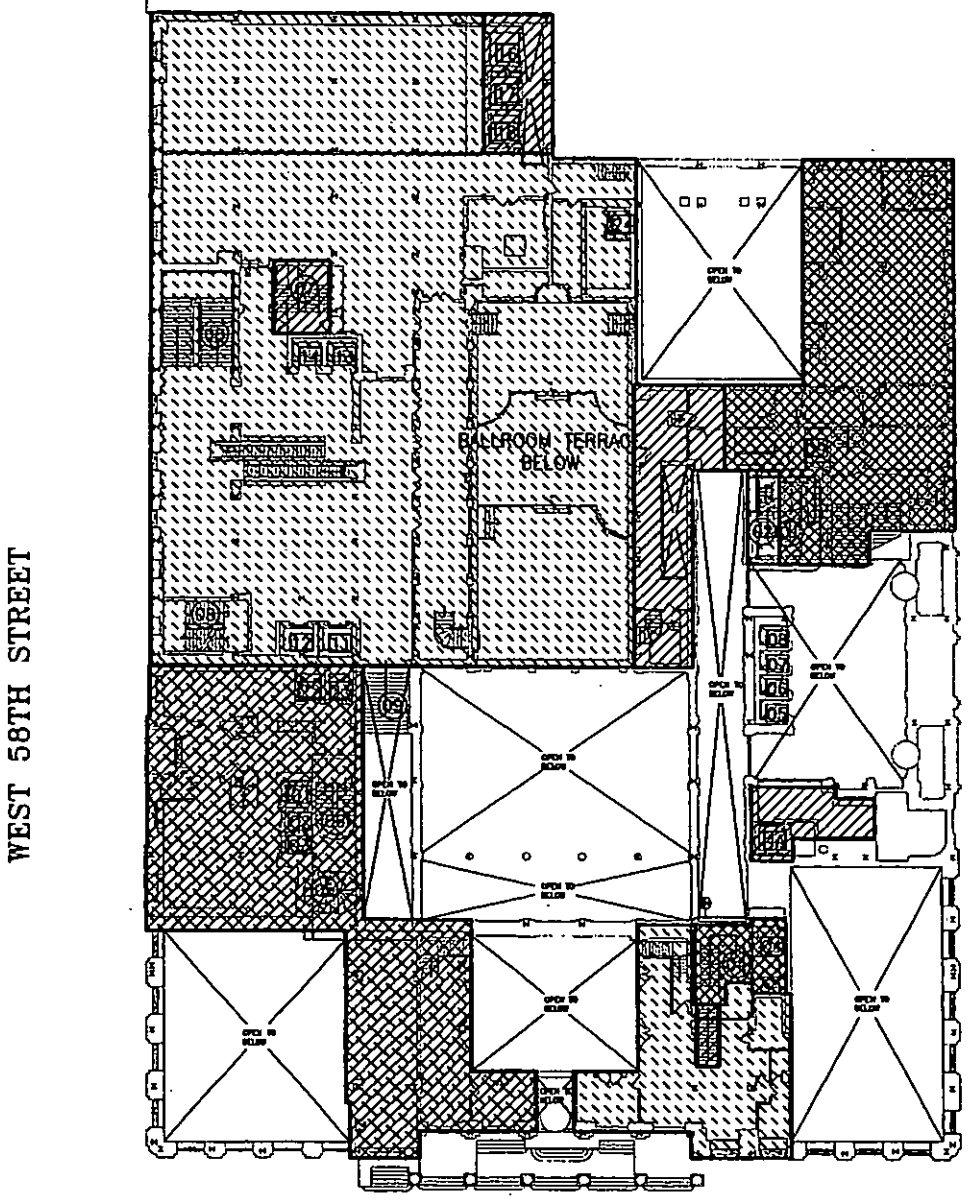


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2ND FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



WEST 58TH STREET

CENTRAL PARK SOUTH

GRAND ARMY PLAZA
FIFTH AVENUE

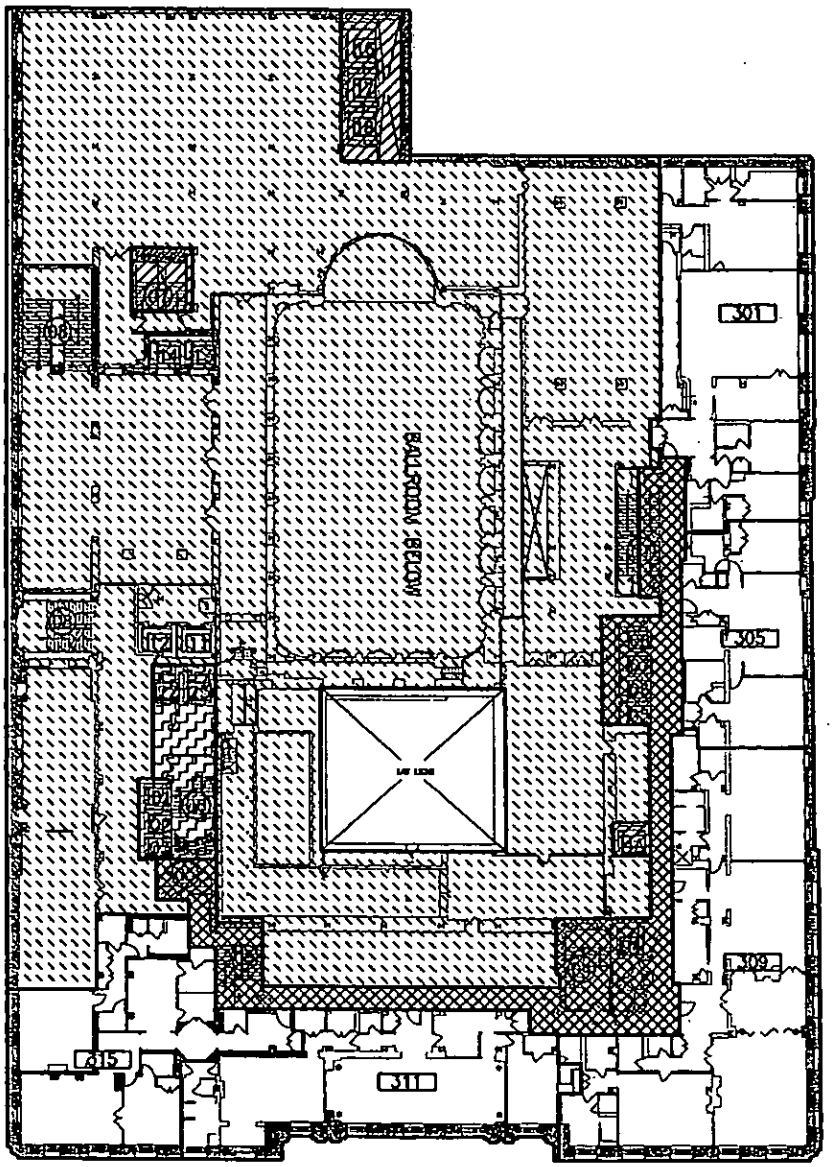
RESIDENTIAL LIMITED COMMON ELEMENTS
GENERAL COMMON ELEMENTS
ACCESSORY UNIT.
HOTEL LIMITED COMMON ELEMENTS

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

3RD FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



WEST 58TH STREET

CENTRAL PARK SOUTH

GRAND ARMY PLAZA
FIFTH AVENUE

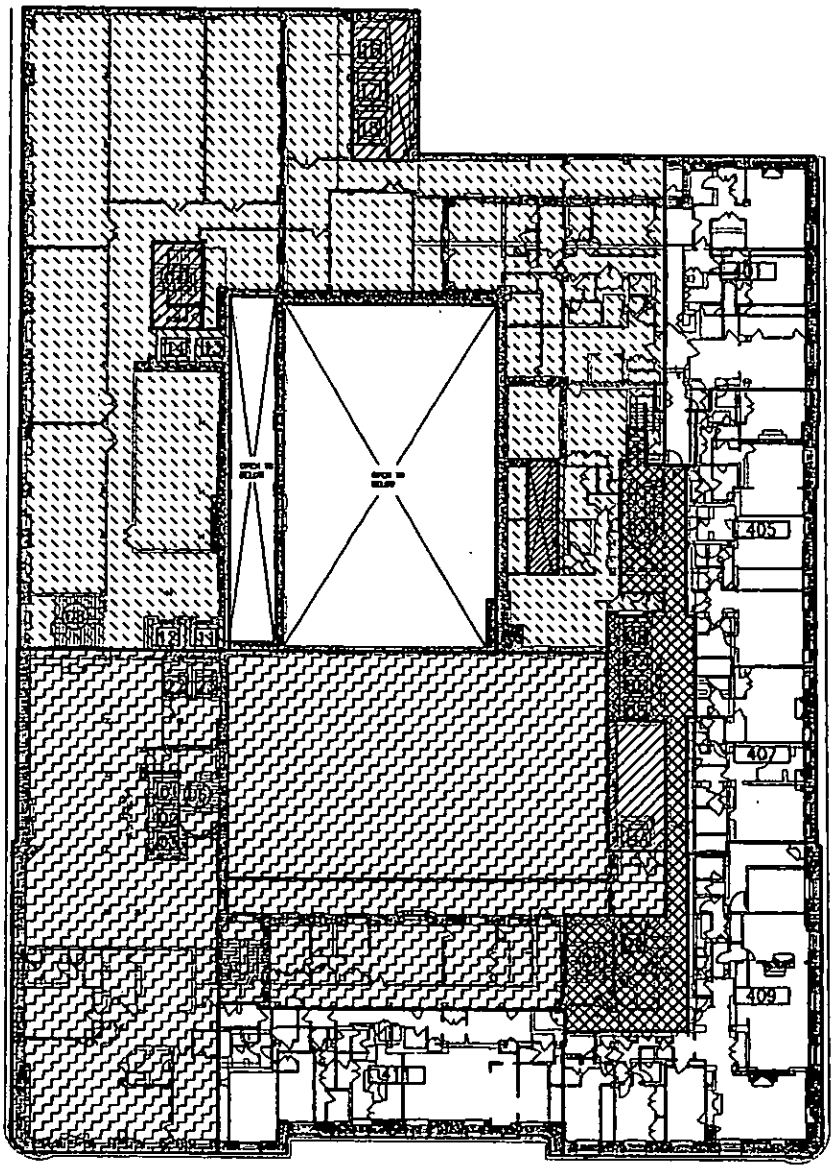
RESIDENTIAL LIMITED COMMON ELEMENTS
GENERAL COMMON ELEMENTS
ACCESSORY UNIT
HOTEL LIMITED COMMON ELEMENTS
RESIDENTIAL UNIT

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

4TH FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



WEST 58TH STREET

CENTRAL PARK SOUTH

GRAND ARMY PLAZA
FIFTH AVENUE

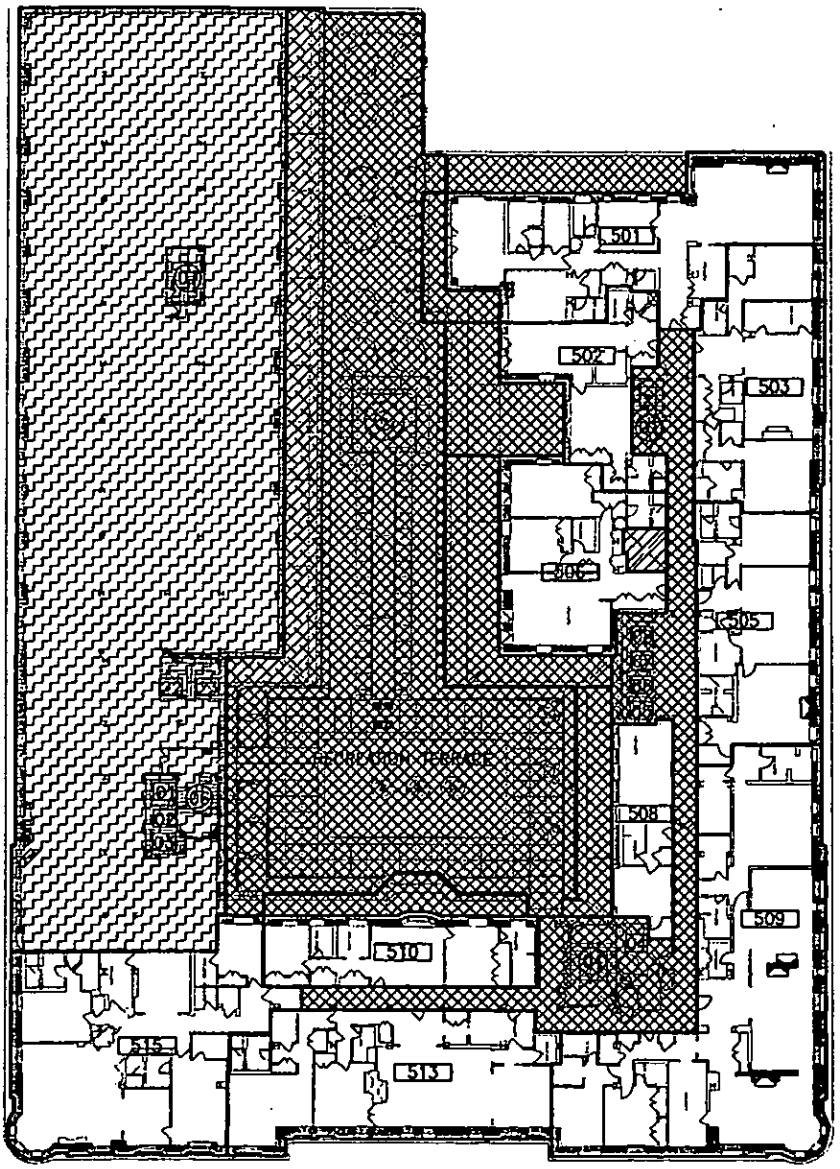
RESIDENTIAL LIMITED COMMON ELEMENTS
GENERAL COMMON ELEMENTS
ACCESSORY UNIT
HOTEL UNIT
RESIDENTIAL UNIT

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

5TH FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



WEST 58TH STREET

CENTRAL PARK SOUTH

GRAND ARMY PLAZA
FIFTH AVENUE

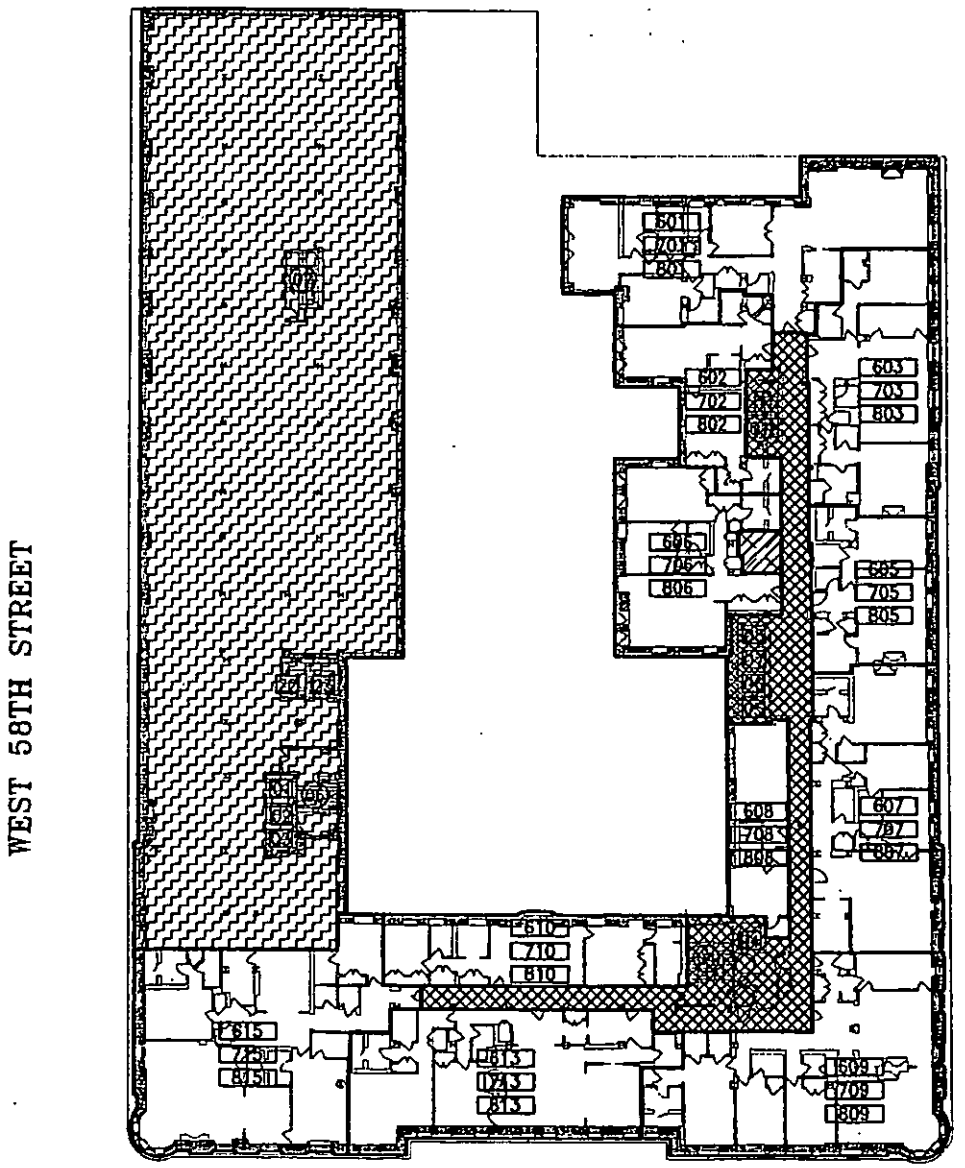
RESIDENTIAL LIMITED COMMON ELEMENTS
GENERAL COMMON ELEMENTS
HOTEL UNIT
HOTEL LIMITED COMMON ELEMENTS
RESIDENTIAL UNIT

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6TH-8TH FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH

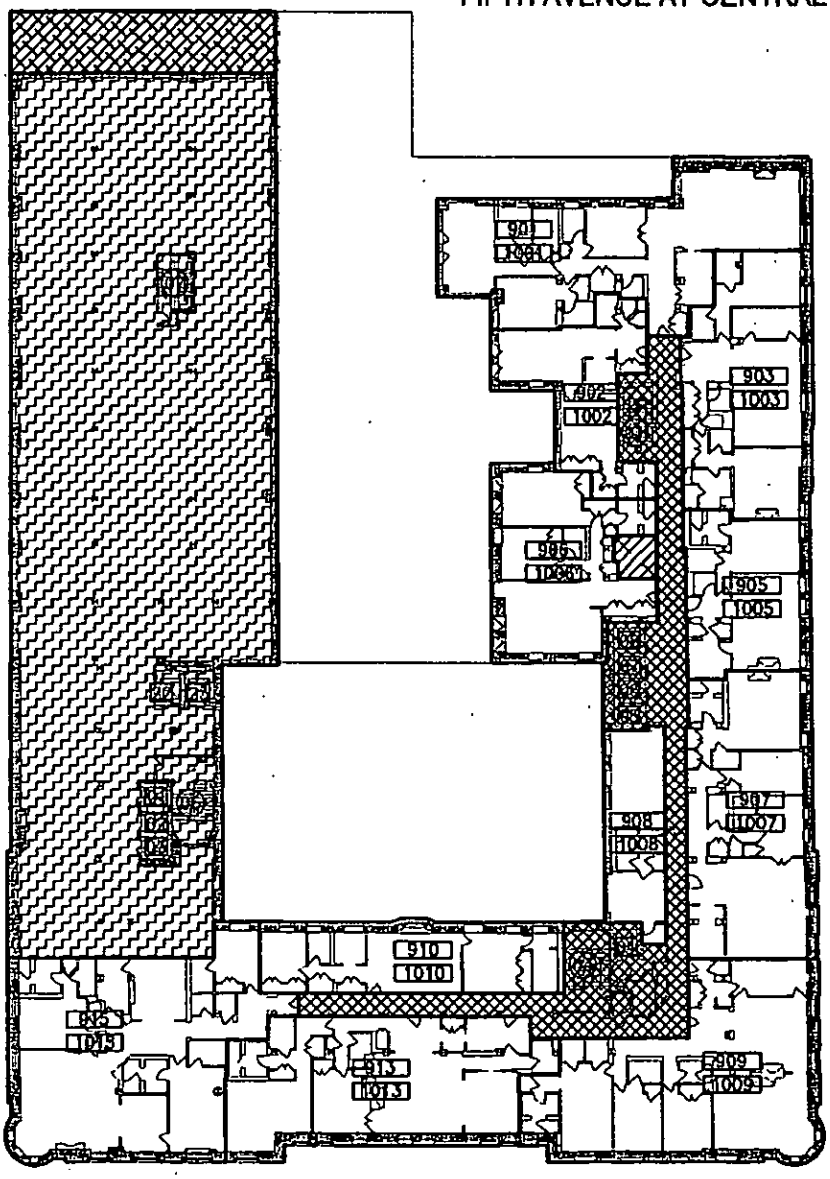


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9TH-10TH FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH

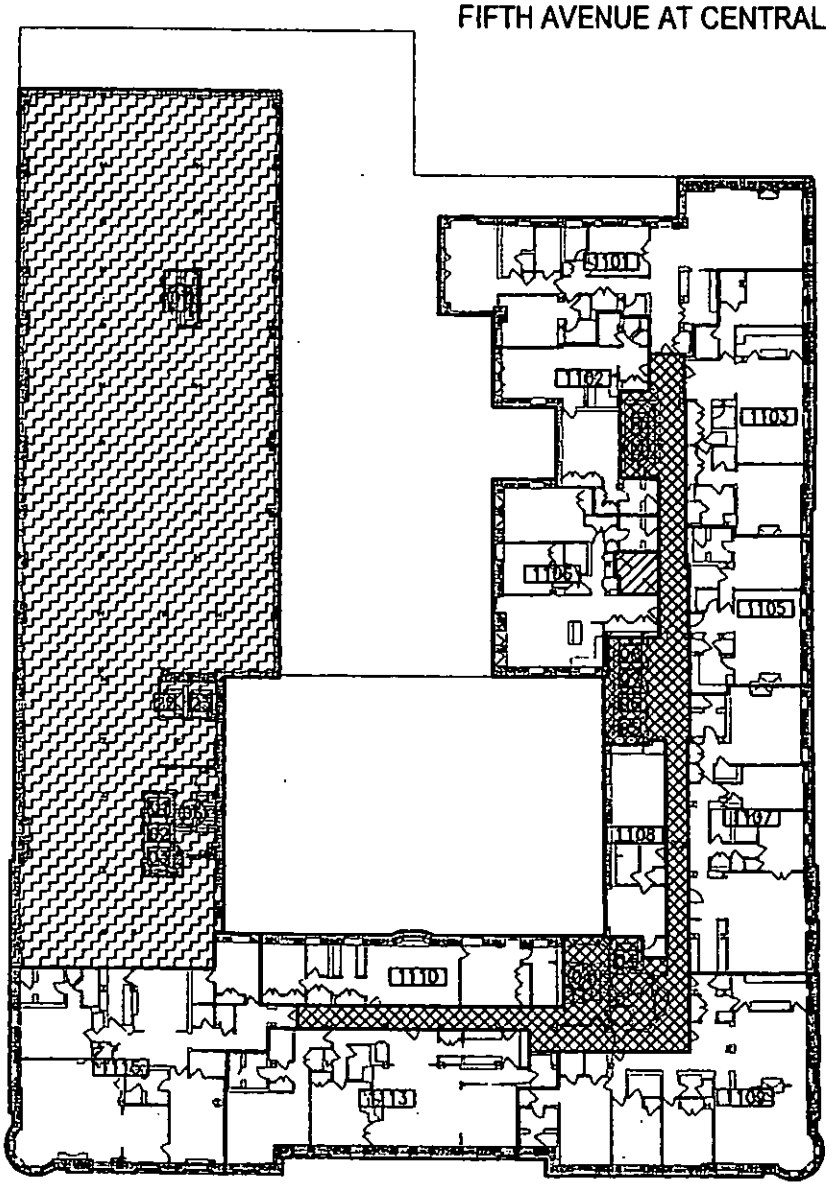


All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

11TH FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



WEST 58TH STREET

CENTRAL PARK SOUTH

GRAND ARMY PLAZA
FIFTH AVENUE

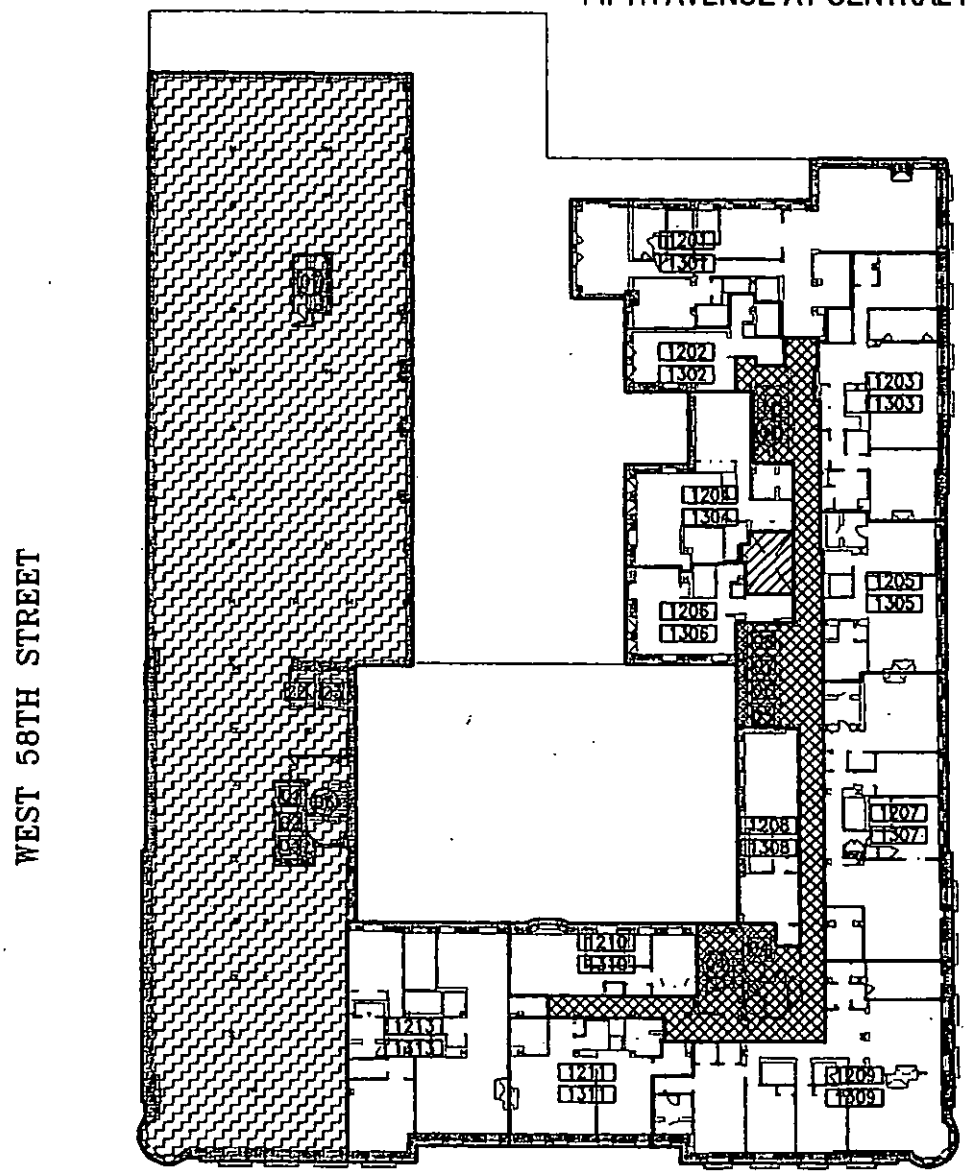
RESIDENTIAL LIMITED COMMON ELEMENTS
GENERAL COMMON ELEMENTS
HOTEL UNIT
RESIDENTIAL UNIT

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

12TH-13TH FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH

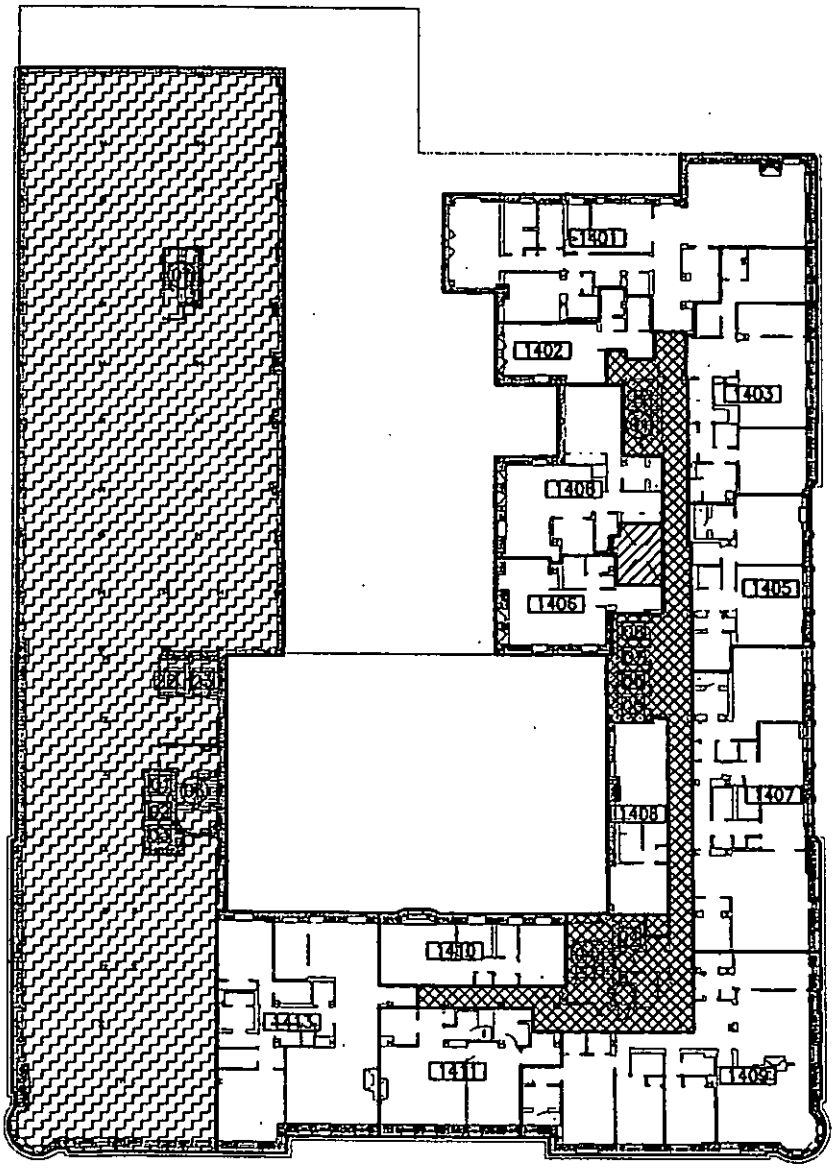


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14TH FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



WEST 58TH STREET

CENTRAL PARK SOUTH

GRAND ARMY PLAZA
FIFTH AVENUE

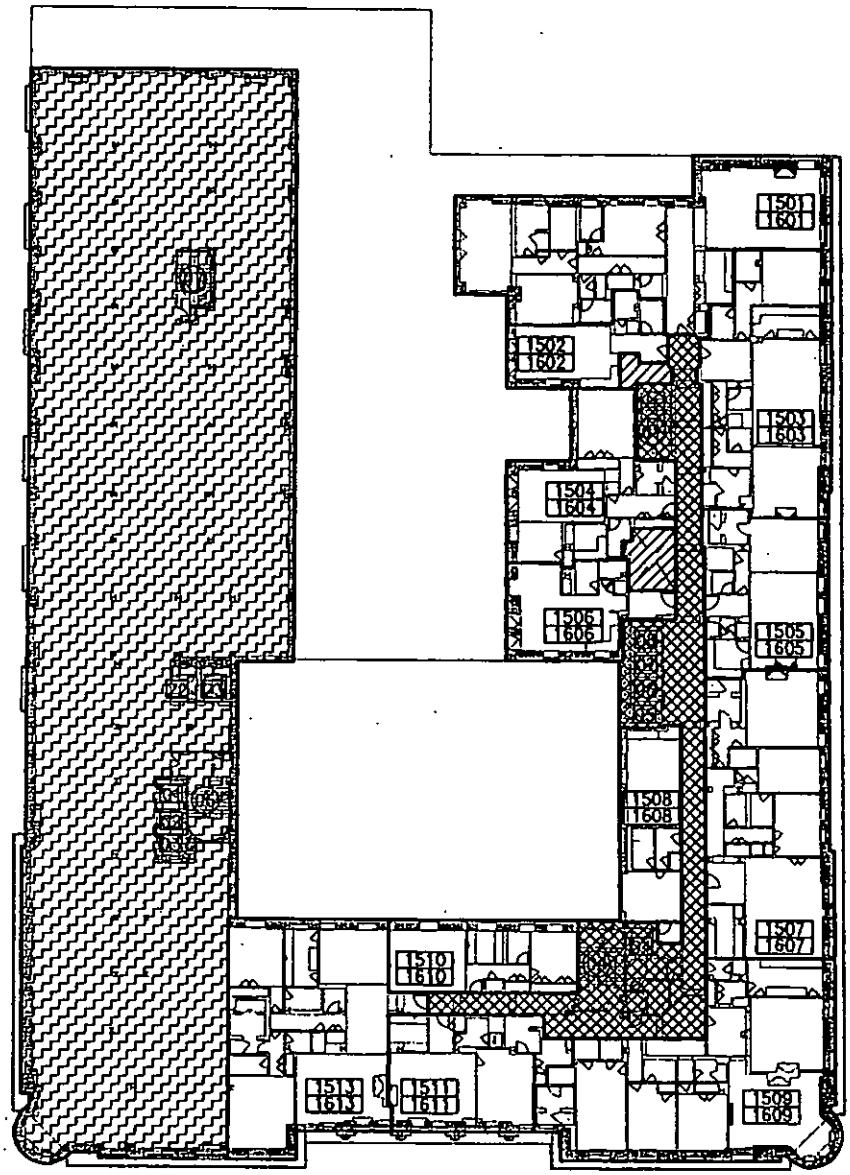
RESIDENTIAL LIMITED COMMON ELEMENTS
GENERAL COMMON ELEMENTS
HOTEL UNIT
RESIDENTIAL UNIT

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

15TH-16TH FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



WEST 58TH STREET

CENTRAL PARK SOUTH

GRAND ARMY PLAZA
FIFTH AVENUE

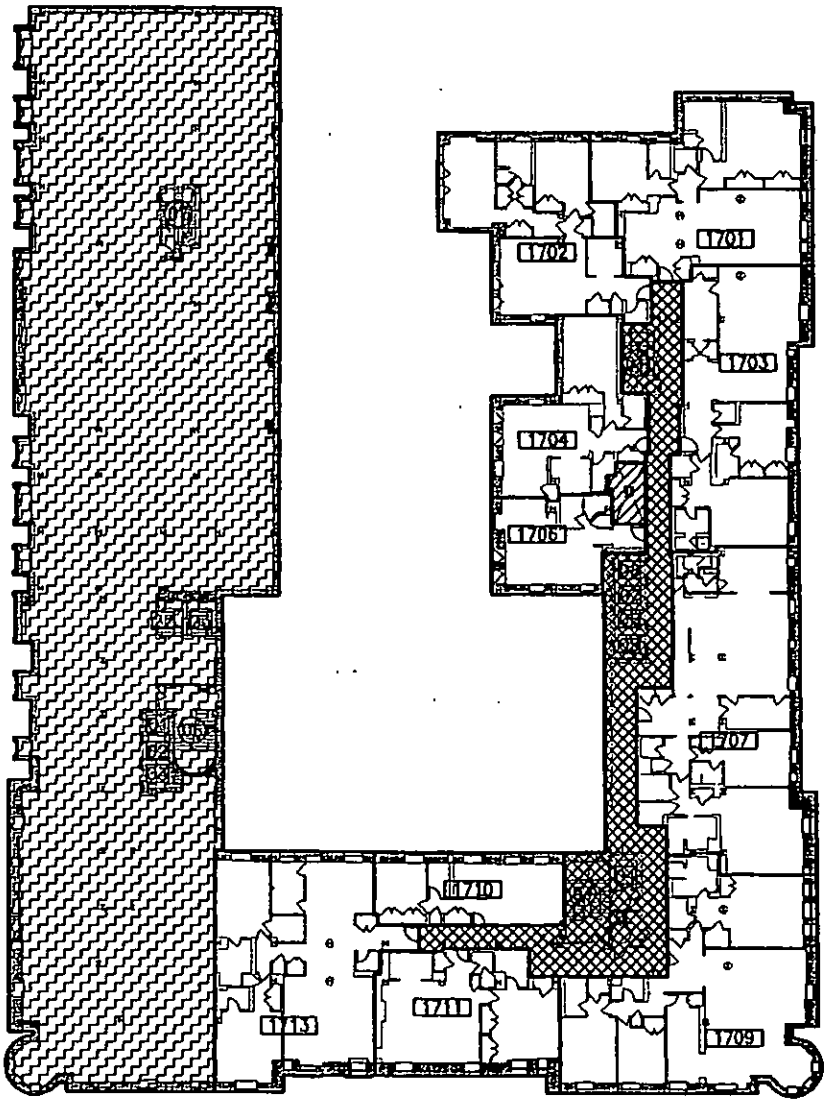
RESIDENTIAL LIMITED COMMON ELEMENTS
GENERAL COMMON ELEMENTS
HOTEL UNIT
RESIDENTIAL UNIT

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

17TH FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



WEST 58TH STREET

CENTRAL PARK SOUTH

GRAND ARMY PLAZA
FIFTH AVENUE

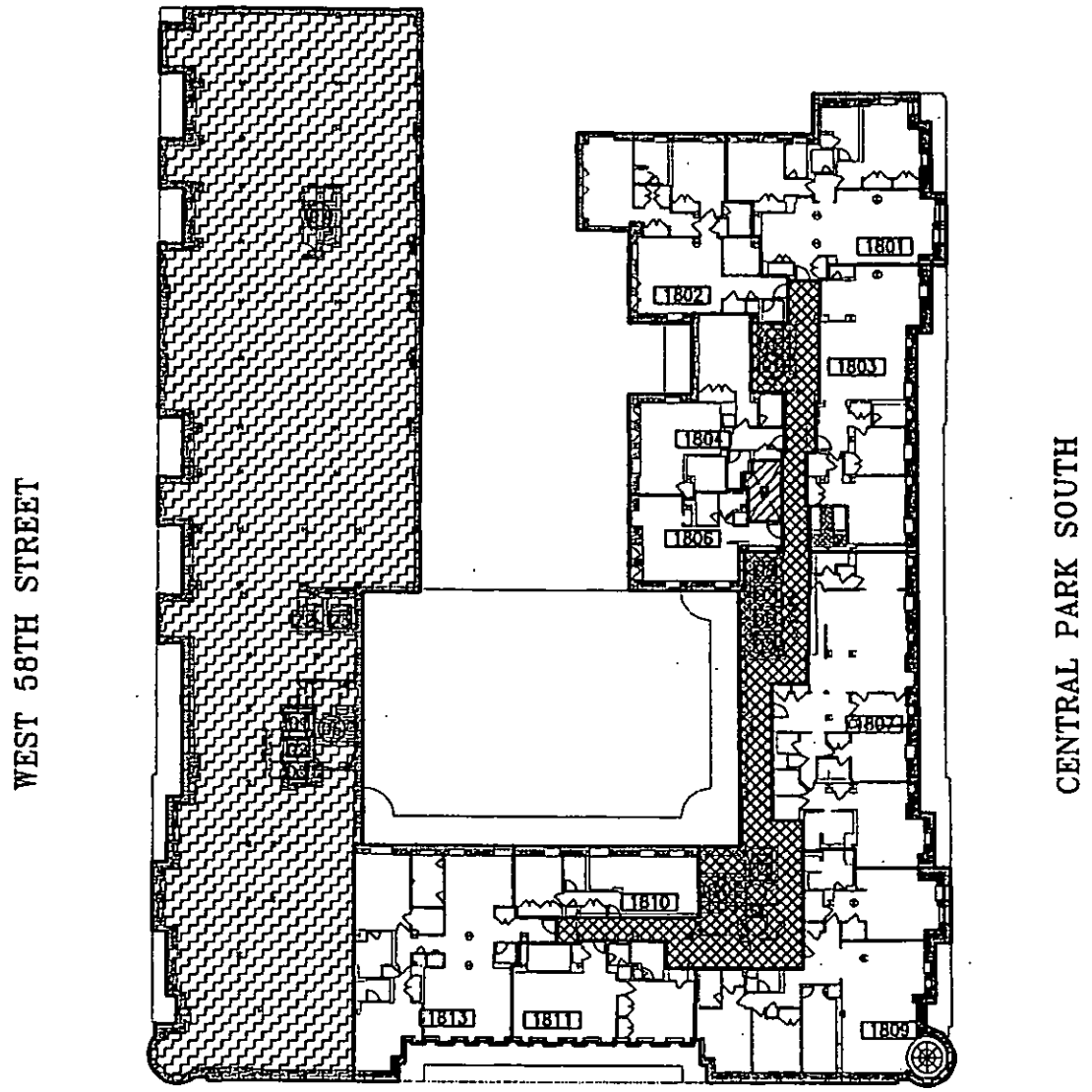
RESIDENTIAL LIMITED COMMON ELEMENTS
GENERAL COMMON ELEMENTS
HOTEL UNIT
RESIDENTIAL UNIT

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

18TH FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



GRAND ARMY PLAZA
FIFTH AVENUE

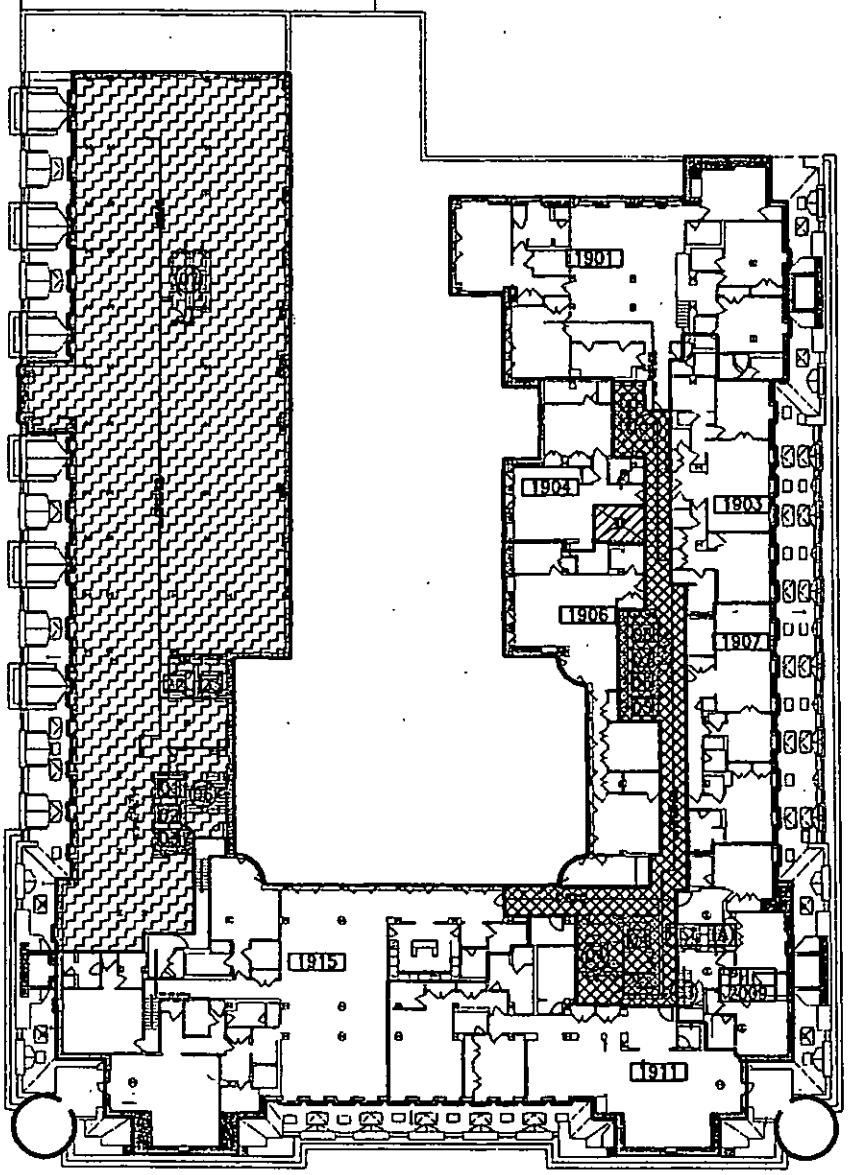
RESIDENTIAL LIMITED COMMON ELEMENTS
GENERAL COMMON ELEMENTS
HOTEL UNIT
RESIDENTIAL UNIT

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

19TH FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



WEST 58TH STREET

CENTRAL PARK SOUTH

GRAND ARMY PLAZA
FIFTH AVENUE

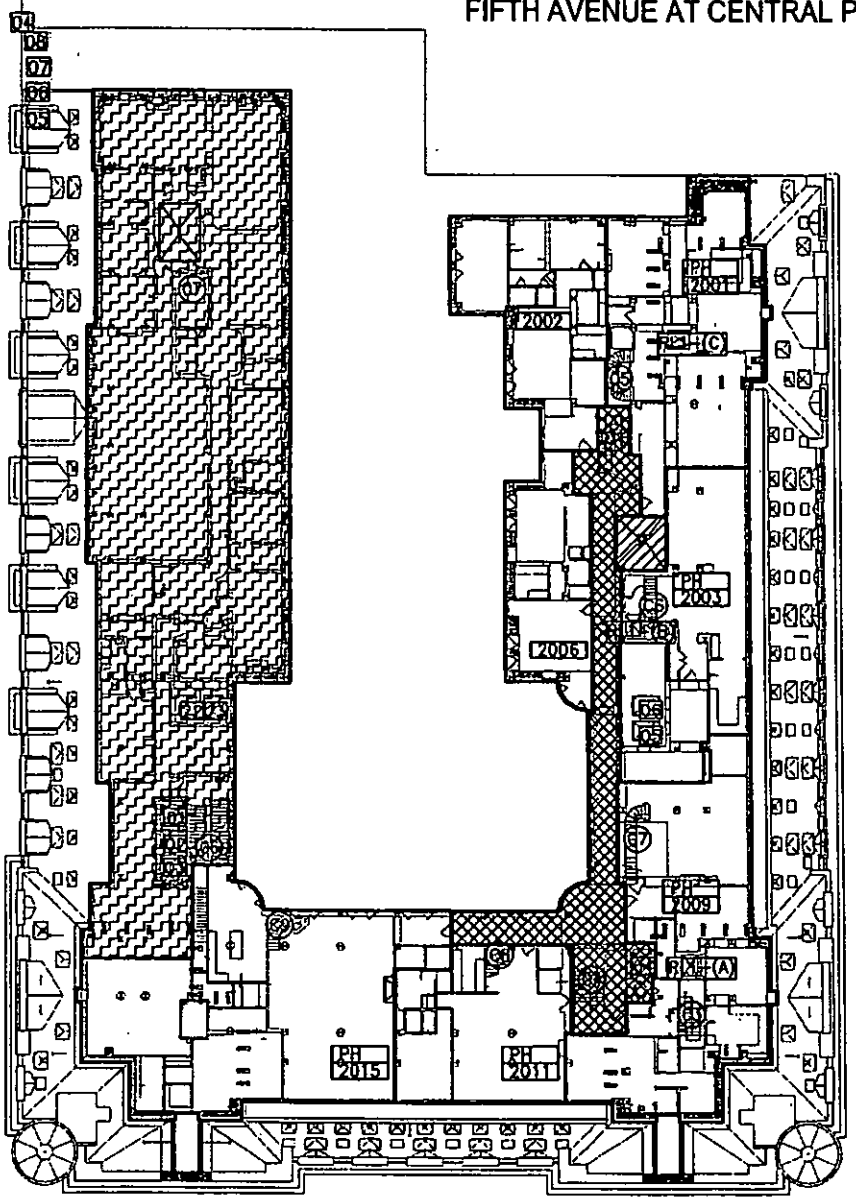
RESIDENTIAL LIMITED COMMON ELEMENTS
GENERAL COMMON ELEMENTS
HOTEL UNIT
RESIDENTIAL UNIT

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

PH FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



WEST 58TH STREET

CENTRAL PARK SOUTH

GRAND ARMY PLAZA
FIFTH AVENUE

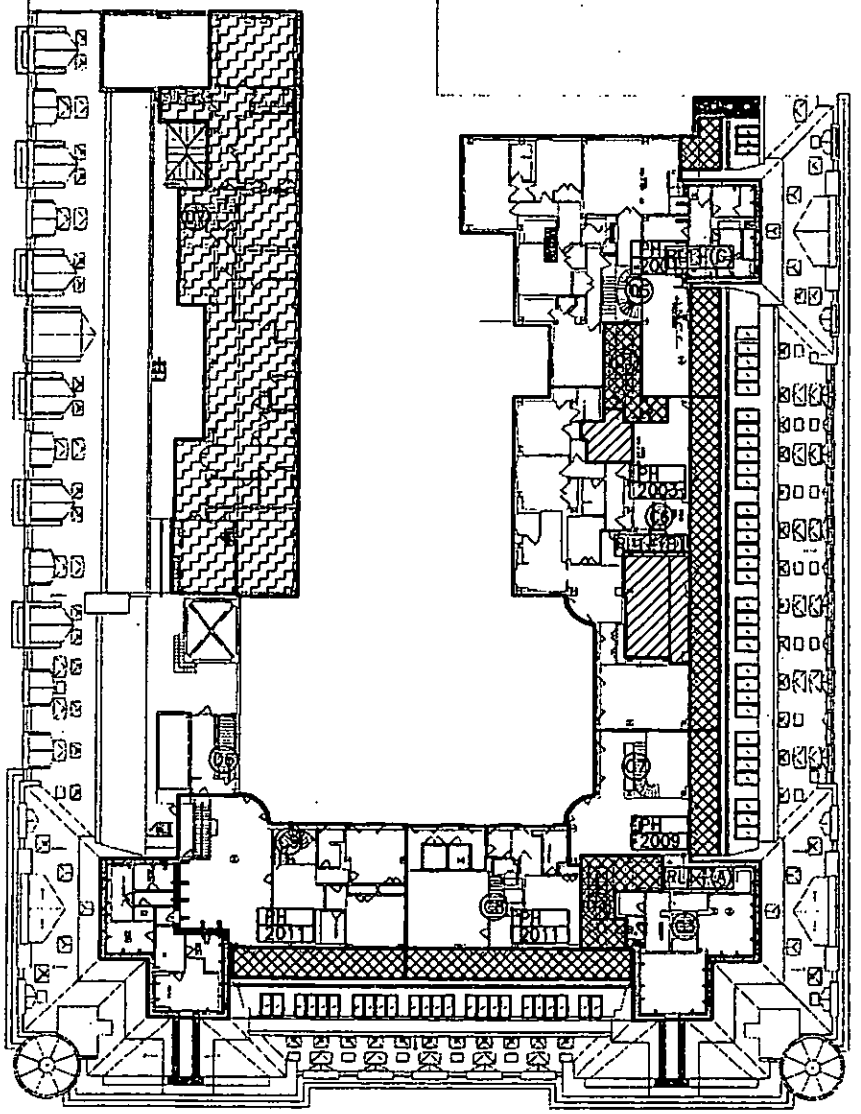
RESIDENTIAL LIMITED COMMON ELEMENTS
GENERAL COMMON ELEMENTS
HOTEL UNIT
RESIDENTIAL UNIT

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

21ST FLOOR

THE PLAZA HOTEL

FIFTH AVENUE AT CENTRAL PARK SOUTH



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

EXHIBIT 6

DECLARATION

DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as
768 Fifth Avenue
New York, New York
Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name

THE PLAZA CONDOMINIUM

Declarant

CPS 1 REALTY LP

Date of Declaration

_____ ___, 2005

Block 1274
Lots _____-_____
(f/k/a Lot 25)
Borough of Manhattan

When Recorded, Return to:

Kramer Levin Naftalis & Frankel LLP
Attorneys for Declarant
1177 Avenue of the Americas
New York, New York 10036
Attention: Jonathan H. Canter, Esq.

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DECLARATION

OF

THE PLAZA CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

CPS 1 REALTY LP, a Delaware a limited partnership having an office at c/o El-Ad Properties NY LLC, 225 Fifth Avenue, New York, New York 10010 ("Declarant"), does hereby declare as follows:

ARTICLE 1

SUBMISSION OF THE PROPERTY; BY-LAWS

1.1 Submission of Property. Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "New York Condominium Act") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as "The Plaza Condominium" (the "Condominium").

1.2 Condominium By-Laws. Annexed to this Declaration as Exhibit A and made a part hereof are the by-laws of the entire Condominium which shall govern the general operation, use and occupancy of the entire Condominium (said by-laws, as the same may be amended from time to time in accordance with the provisions hereof and thereof, the "Condominium By-Laws").

1.3 Residential By-Laws. Annexed to this Declaration as Exhibit B and made a part hereof are the by-laws of the Residential Section (as hereinafter defined) (said by-laws, as the same may be amended from time to time in accordance with the provisions hereof, thereof and of the Condominium By-Laws governing amendment, are hereinafter referred to as the "Residential By-Laws") and the same shall (together with, but subject and subordinate to, this Declaration and the Condominium By-Laws) govern the affairs, use and occupancy of the Residential Section from and after the first conveyance of title to a Residential Unit by Residential Sponsor.

1.4 Hotel By-Laws. Annexed to this Declaration as Exhibit C and made a part hereof are the by-laws of the Hotel Section (as hereinafter defined) (said by-laws, as the same may be amended from time to time in accordance with the provisions hereof, thereof and of the Condominium By-Laws governing amendment, are hereinafter referred to as the "Hotel By-Laws") and the same shall (together with, but subject and subordinate to, this Declaration and the

Condominium By-Laws) govern the affairs, use and occupancy of the Hotel Section from and after the first conveyance of title to a Condo Hotel Unit by Condo Hotel Sponsor.

1.5 Development Rights. Excluded from the Property are that portion of the unused floor area development rights that are now owned, subsequently acquired or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") which shall be initially retained by Declarant, but which Development Rights may be utilized by Declarant or any party acquiring the same from Declarant (the "Development Rights Purchaser") and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA").

1.6 Defined Terms; Conflicting Provisions. All capitalized terms used but which are not separately defined in this Declaration shall have the meanings given to such terms in the Condominium By-Laws. In the event of a conflict between: (i) the terms and provisions of this Declaration, on the one hand, and the terms and provisions of any of the Condominium By-Laws, the Residential By-Laws or the Hotel By-Laws, on the other hand, the terms of this Declaration shall in all events govern; and (ii) the terms and provisions of the Condominium By-Laws, on the one hand, and the terms and provisions of the Residential By-Laws and/or the Hotel By-Laws, on the other hand, the terms of the Condominium By-Laws shall in all events govern.

ARTICLE 2

THE LAND

Included in the Property described in Article 1 is all that certain tract, plot, piece and parcel of land described in Schedule A annexed hereto and made a part hereof (the "Land"), situate, lying and being in the City, County and State of New York. The Land is owned, as of the date hereof, by Declarant in fee simple absolute and has an area of approximately 53,723 square feet.

ARTICLE 3

THE PROPERTY

3.1 General. Included in the Property described in Article 1 is a building (the "Building") containing, in addition to the General Common Elements (hereinafter described):

(a) 181 residential units (each a "Residential Unit" and collectively the "Residential Units") designated as "Residential – Tax Lot Nos. ____-____" on the Floor Plans and located on portions of Floors 2 through 21 of the Building;* together with the entrance and

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* As shown on the Floor Plans to be filed with the City Register's Office upon the recording of this Declaration, the floors of the Building are designated as follows: Mechanical Floor D, Lower Concourse C, Lower Concourse Mezzanine B and Main Concourse A (below grade); First Floor (at grade); and Floors 2 through 21 (above grade). All "Floor" references herein are in accordance with such floor designations. Floor numbering in the plans for the Building filed with the New York City Department of Buildings includes references to

lobby on the first floor at Central Park South; the other lobby/(ies), hallways, corridors and other service, utility, mechanical and other areas (and on other Floors) in the Building constituting the Residential Limited Common Elements (as described in Article 7 below) and/or otherwise designated as "Residential Limited Common" on the Floor Plans (the Residential Units together with the Residential Limited Common Elements appurtenant thereto, but exclusive of any General Common Elements contained therein or appurtenant thereto, are hereinafter referred to as the "Residential Section");

(b) (i) a single unit designated as the "Transient Hotel Unit" comprised of the areas designated as "Transient Hotel Unit – Tax Lot No. _____" on the Floor Plans and located on portions of Floors 4 through 10 of the Building and, as of the recording of this Declaration, configured as approximately 130 transient hotel guest rooms; and (ii) 152 individual hotel condominium apartments (each a "Condo Hotel Unit" and collectively the "Condo Hotel Units") designated as "Condo Hotel Units – Tax Lot Nos. ____-____" on the Floor Plans, and located on portions of Floors 11 through 21 of the Building; together with the entrance and lobby on the first floor at West 58th Street; the other lobby/(ies), hallways, corridors and other service, utility, mechanical and other areas (and on other Floors) in the Building (all of which serve both the Transient Hotel Unit and the Condo Hotel Units) constituting the Hotel Limited Common Elements (as described in Article 7 below) and/or otherwise designated as "Hotel Limited Common" on the Floor Plans (the Transient Hotel Unit, the Condo Hotel Units and the Hotel Limited Common Elements appurtenant thereto, but exclusive of any General Common Elements contained therein or appurtenant thereto, are hereinafter collectively referred to as the "Hotel Section");

(c) a single unit (the "Accessory Unit") comprised of the areas designated as "Accessory Unit – Tax Lot No. _____" on the Floor Plans and located principally on portions of the Lower Concourse C, Main Concourse A, and Floors 1 through 4 of the Building; and

(d) a single unit (the "Club Unit") comprised of the areas designated as "Club Unit – Tax Lot No. _____" on the Floor Plans and located principally on portions of Main Concourse A and the First Floor of the Building.

3.2 Unit and Unit Owners. (a) The owner of a Residential Unit is herein called a "Residential Unit Owner" and the owners of all such Residential Units are herein collectively called the "Residential Unit Owners"; (b) The Owner of the Transient Hotel Unit is called a "Transient Hotel Unit Owner." The owner of a Condo Hotel Unit is herein called a "Condo Hotel Unit Owner" and the owners of all such Condo Hotel Units are herein collectively called the "Condo Hotel Unit Owners." The Transient Hotel Unit together with the Condo Hotel Units are sometimes referred to herein collectively as the "Hotel Units" and the unit owners thereof collectively as the "Hotel Unit Owners"; (c) The owner of the Accessory Unit is herein called the "Accessory Unit Owner"; and (d) The owner of the Club Unit is herein called the "Club Unit Owner". (e) The Transient Hotel Unit, the Accessory Unit and the Club Unit are

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construction levels which may differ from the Floor designations of the Building as set forth above.

referred to collectively herein as the "Commercial Units" and the owners thereof, collectively, as the "Commercial Unit Owners."

3.3 Street Addresses. The overall street address of the Property is 768 Fifth Avenue, New York, New York 10019. The address of the Residential Section shall be 768 Fifth Avenue, New York, New York 10019; the address of the Hotel Section shall be 768 Fifth Avenue, New York, New York 10019; the address of the Accessory Unit shall be 768 Fifth Avenue; and the address of the Club Unit shall be 768 Fifth Avenue, New York, New York 10019.

ARTICLE 4

THE BUILDING

The Building is classified as being of fireproof construction and has a foundation which is a combination of poured-in-place reinforced concrete and brick on concrete strip footings. The existing slab-on-grade at the subcellar level is concrete over waterproofing on a gravel bed with drain piping leading to a sump pit. The columns are supported on steel grillage over spread footings. Portions of the existing Building have a structural steel framing with concrete fill over terracotta slabs and other existing portions have a structural steel framing with cinder concrete slabs. New infills and new floor areas consist of slab on metal deck. Exterior walls are solid brick construction and brick on terracotta in some locations, generally with a plaster finish at the interior. Street facades have a marble veneer over brick and/or limestone veneer over brick with terracotta decorative trim. On flat roof areas there are insulated roof membrane assembly roofs comprised of fluid-applied water-proofing installed below extruded polystyrene board insulation, installed below concrete pavers or stone ballast; and on sloped roof areas there are glazed terra-cotta roof tiles laid in existing steel frames over new roofing consisting of membrane roof.

ARTICLE 5

THE UNITS

5.1 Floor Plans. The location of each Unit is shown on and is governed by the floor plans of the Building certified by Costas Kondylis & Partners LLP intended to be filed in the New York County office of the Register of the City of New York (the "City Register's Office") simultaneously with the recording of this Declaration (as the same may be amended from time to time, the "Floor Plans").

5.2 Schedule B Descriptions.

5.2.1 Schedule B-1 annexed hereto and made a part hereof sets forth the following supplementary data with respect to the Accessory Unit and the Club Unit necessary for the further proper identification thereof: Unit designation; tax lot number; statement of location; approximate square foot area; and the proportionate, undivided interest in fee simple absolute (expressed as a percentage) in the Common Elements (the "Common Interest") appurtenant to such Unit.

5.2.2 Schedules B-2 and B-3 annexed hereto and made a part hereof set forth with respect to each of the Residential Units and Hotel Units, respectively, such categories of supplementary data described in Section 5.2.1 above, together with (except in the case of the Transient Hotel Unit, as to which only the type of data described in Section 5.2.1 above is provided) the additional categories "direction faced"; "the portions of the Common Elements to which the Unit has immediate access"; and "number of rooms" for each such Residential Unit or Condo Hotel Unit, as the case may be.

ARTICLE 6

DIMENSIONS OF UNITS

The approximate square foot area of each Unit is measured horizontally on each of one or more floors from the exterior side of the exterior walls, at the Building line and/or Property line, to the midpoint of the interior walls and partitions separating one Unit from another Unit, or the midpoint of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements. Columns and mechanical pipes (whether along the perimeter or within the Unit), with the exception of specific major shafts, are not deducted from the square foot area of the Units. Outdoor floor areas of a balcony and/or terrace appurtenant to a Unit are not included in the Unit's indoor floor area. Measured vertically, each Unit will consist of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. The method of measurement is applicable to all Units. The Condominium Board, Declarant and Declarant's designee will each have an easement to install and maintain pipes, conduits, wires, ducts and other facilities in the space between the underside of each such floor slab and the top surface of each Unit's finished ceiling, without any need to obtain the consent of any Unit Owner with respect to the same.

ARTICLE 7

COMMON ELEMENTS

7.1 The Common Elements of the Condominium (the "Common Elements") consist of the entire Property including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements include, among other things, the foundations, roofs and supports of the Building and all areas, equipment or facilities* for the

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* As used herein, the words "facility" and "facilities" include, but are not limited to, the following fixtures, apparatus, equipment, personalty, appurtenances, installations, systems and other items (grouped more or less functionally) which are set forth only for the purpose of illustrating the broad scope of those terms: convector, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, induction unit, fan coil unit, motor, pump, control, tank or tank assembly, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding,

common use of the Units or all or some of the Unit Owners or which are necessary or convenient for the existence, maintenance, operation or safety of the Property. The Common Elements include the General Common Elements, the Residential Limited Common Elements and the Hotel Limited Common Elements (the Residential Limited Common Elements and the Hotel Limited Common Elements, collectively, the "Limited Common Elements"), all of which are described in Sections 7.2 through 7.4 of this Article 7, respectively, subject in all events however to any specific designation for any portion of the Property as may be reflected on the Floor Plans (whether or not consistent with the general descriptions contained in this Article).

7.2 The General Common Elements include those portions of the Building that are designated as "General Common Elements" on the Floor Plans and, to the extent not specifically identified as part of the General Common Elements on the Floor Plans, all other parts of the Property (other than those areas and items specifically identified as part of a Unit and/or the Limited Common Elements) the common use of which is necessary or convenient for the existence, maintenance, operation or safety of the Property. More specifically, the General Common Elements consist of the following (whether or not covered by the preceding sentence):

7.2.1 the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in this Declaration);

7.2.2 all foundations, foundation walls, roofs (except as otherwise expressly provided in this Declaration), footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs and ceilings; and those portions of the exterior walls beyond the Unit side of the glass or concealed block work or other structural members of those walls (including all exterior glass surfaces), to the extent any of the same are located on or below the first floor of the Building (except those of the above items which are Limited Common Elements);

7.2.3 the Building façade; and those portions of the exterior walls of the Building and all canopies and attached fixtures beyond the Unit side of the glass or concealed block work or concealed structural members of those walls (including exterior glass surfaces), to the extent the same form a perimeter to, and are adjacent to, a General Common Element and are located on or below the first floor of the Building;

7.2.4 all exterior windows of the Building (subject, however, to the provisions of Section 6.3 of the Condominium By-Laws);

7.2.5 the water cooling towers including the structure provided for the water cooling towers;

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piping, line duct, conduit, cable, riser, main, shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, incinerator, canopy, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, carpeting, tile, marble or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other plantings.

7.2.6 all passages and corridors, mechanical and other utility rooms, all fire staircases, landings and stairs, areas and spaces located in the Building, which are not Limited Common Elements or included in any Unit;

7.2.7 central smoke and carbon monoxide alarm system;

7.2.8 any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, serving or benefiting any combination of the Residential Units, the Hotel Units, the Accessory Unit and the Club Unit;

7.2.9 hot water, condenser water and chilled water systems;

7.2.10 all mechanical equipment and associated piping and controls serving or benefiting any combination of the Residential Units, the Accessory Unit, the Club Unit and the Hotel Units;

7.2.11 all electrical risers, feeders, lines and equipment, including incoming service, emergency generator main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting any combination of the Residential Units, the Hotel Units, the Accessory Unit and the Club Unit, excluding, however, all such items located within a Unit and serving only that Unit;

7.2.12 all plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing domestic hot water, including pumps, valves, heat exchangers, pressure reducers, meters and water heaters and chillers, excluding, however, all such items located within a Unit and serving only that Unit;

7.2.13 all fire protection equipment for distribution of sprinkler and standpipe systems, including the water storage tank and the structure provided for such tank;

7.2.14 all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), excluding, however, all such items located within a Unit and serving only that Unit;

7.2.15 all electric service rooms, gas, steam and water meter rooms, storage rooms, workrooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting any combination of the Residential Units, the Accessory Unit, the Club Unit and the Hotel Units;

7.2.16 All loading docks, if any, serving any combination of the Residential Units, Hotel Units, Accessory Units and Club Unit;

7.2.17 all other facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of any combination of the Residential Units, the Hotel Units, the Accessory Unit and the Club Unit; and

7.2.18 all other parts of the Property either existing for the common use of any combination of the Residential Units, the Hotel Units, the Accessory Unit and the Club Unit, or their respective Unit Owners or that are necessary or convenient for the existence, maintenance, operation or safety of the Property.

7.2.19 Whether or not specifically identified as part of the General Common Elements (or identified at all) on the Floor Plans, all other parts of the Property and all Equipment existing in the Building or on the Property (other than those areas and items specifically identified on the Floor Plans as part of a Unit and/or Limited Common Elements) the common use of and/or benefit from which is necessary or convenient for the existence, maintenance, operation or safety of the Property.

7.3 The Residential Limited Common Elements consist of those portions of the Property designated on the Floor Plans as Residential Limited Common Elements; and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or exclusively benefit all or a combination of the Residential Units or the Residential Unit Owners whether or not designated as Residential Limited Common Elements (or designated at all) on the Floor Plans (but excluding any items therein or in the Building which are not part of the Property, including, without limitation, any equipment, wiring and devices owned by telecom providers). The Residential Limited Common Elements include, without limitation, the following:

7.3.1 To the extent shown on the Floor Plans as Residential Limited Common Elements, the residential lobby and entrance, elevators, service entrance and accessway to service elevators, all located on the First Floor at Central Park South;

7.3.2 The lobby and entrance located on the First Floor and entered from Central Park South;

7.3.3 All passages, corridors, the residential storage bins located on the Lower Concourse level of the Building, as shown on the Floor Plan (each, a "Residential Storage Bin"; collectively, the "Residential Storage Bins"), storage rooms, housekeeping areas, all fire staircases, landings and stairs, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) located in the Building which exclusively serve or benefit the Residential Units and are not part of any Unit;

7.3.4 The passenger elevators and the service elevators, in each case exclusively serve or benefit the Residential Section and in each case including the shafts, elevator equipment, elevator pits and entrances and appurtenant facilities;

7.3.5 Smoke and carbon monoxide alarm system, telephone system and cable television system;

7.3.6 Any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, serving or benefiting solely the Residential Units; (f) hot water and condenser water systems;

7.3.7 All mechanical equipment and associated piping and controls serving or benefiting solely the Residential Units;

7.3.8 All electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting solely the Residential Units;

7.3.9 All plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing domestic hot water, including pumps, valves, heat exchangers, pressure reducers, meters and water heaters, benefiting solely the Residential Units;

7.3.10 All storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), benefiting solely the Residential Units;

7.3.11 All fire protection equipment for distribution of sprinkler and standpipe systems benefiting solely the Residential Units;

7.3.12 All electric service rooms, gas, steam and water meter rooms, workrooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting solely the Residential Units;

7.3.13 All loading docks, if any, exclusively serving the Residential Units.

7.3.14 All other facilities of the Residential Section (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Residential Units;

7.3.15 All other parts of the Residential Section existing solely for the common use of any combination of the Residential Units, or their respective Unit Owners or that are necessary or convenient for the existence, maintenance, operation or safety of the Residential Section;

7.3.16 The laundry room for use solely by occupants of Residential Units;

7.3.17 All Building storage rooms and Residential Storage Bins, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting only the Residential Units;

7.3.18 All security monitors and equipment and other security facilities serving or benefiting only the Residential Units; and

7.3.19 The balcony or terrace appurtenant to any particular Residential Unit (although the benefited Residential Unit Owner shall have the responsibilities with respect thereto as are set forth in the Residential By-Laws).

7.4 The Hotel Limited Common Elements consist of those portions of the Property designated on the Floor Plans as Hotel Limited Common Elements; and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or exclusively benefit all or a combination of the Hotel Units or the Hotel Unit Owners whether or not designated as Hotel Limited Common Elements (or designated at all) on the Floor Plans (but excluding any items therein or in the Building which are not part of the Property, including, without limitation, any equipment, wiring and devices owned by telecom providers). The Hotel Limited Common Elements include, without limitation, the following:

7.4.1 The lobby and entrance located on the First Floor and entered from 58th Street;

7.4.2 All passages, corridors, storage rooms, housekeeping areas, all fire staircases, landings and stairs, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) located in the Building which exclusively serve or benefit the Hotel Units and are not part of any Unit;

7.4.3 The passenger elevators and the service elevators, in each case exclusively serve or benefit the Hotel Units and in each case including the shafts, elevator equipment, elevator pits and entrances and appurtenant facilities;

7.4.4 Smoke and carbon monoxide alarm system, telephone system and cable television system;

7.4.5 Any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, serving or benefiting solely the Hotel Units;

7.4.6 Hot water, chilled water and condenser water systems;

7.4.7 All mechanical equipment and associated piping and controls serving or benefiting solely the Hotel Units;

7.4.8 All electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting solely the Hotel Units;

7.4.9 All plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing domestic hot water, including pumps, valves, heat exchangers, pressure reducers, meters and water heaters, benefiting solely the Hotel Units;

7.4.10 All storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), benefiting solely the Hotel Units;

7.4.11 All fire protection equipment for distribution of sprinkler and standpipe systems benefiting solely the Hotel Units;

7.4.12 All electric service rooms, gas, steam and water meter rooms, workrooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting solely the Hotel Units;

7.4.13 All loading docks, if any, exclusively serving the Hotel Units;

7.4.14 All other facilities of the Hotel Units (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Hotel Units;

7.4.15 All other parts of the Transient Hotel Unit or the Condo Hotel Units existing solely for the common use of the Transient Hotel Unit or its Unit Owner or the Condo Hotel Units or its Unit Owners or that are necessary or convenient for the existence, maintenance, operation or safety of the Hotel Units;

7.4.16 All Building storage rooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting only the Hotel Units; and

7.4.17 All security monitors and equipment and other security facilities serving or benefiting only the Hotel Units.

ARTICLE 8

USE OF UNITS AND COMMON ELEMENTS

8.1 Use of the Residential Units.

8.1.1 General. A Residential Unit may generally be used only for residential purposes and, subject to compliance with this Declaration, the Condominium By-Laws and the Residential By-Laws, for a lawful home occupation as defined in the Zoning Resolution; and may be leased by the Residential Unit Owner thereof to tenants only for periods of one year or more. Residential Units may be owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments). Residential Units may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (i) through (vi) above: (A) the individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of or in furtherance of an Occupancy Plan; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing. Subject to the

foregoing, Residential Units may only be leased in accordance with the Residential By-Laws and the Residential Rules and Regulations. An "Occupancy Plan" means a program, plan, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Residential Units under short-term, timeshare, fractional or shared ownership, interval exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership plans or arrangements through which a participant in the plan or arrangement acquires a direct or indirect ownership interest in the Unit(s) in question with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of such Unit(s) or a portfolio of accommodations including such Unit(s).

8.1.2 Unsold Residential Units. Notwithstanding the foregoing or anything contained herein, in the Condominium By-Laws, the Residential By-Laws, the Hotel By-Laws or any Rules and Regulations to the contrary, subject only to compliance with all Laws, Declarant and Residential Sponsor (and their respective designees) may, without the permission of any Board or any other Person use or grant permission for the use of any Unsold Residential Unit for any lawful purpose, including, but not limited to, the use of any Unsold Residential Units as models and sales and/or promotion offices in connection with the sale or rental of the Residential (or other) Units or for any other purpose. As used in the Condominium Documents, "Unsold Residential Unit" refers to any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Declarant or Residential Sponsor or any of their respective designees as the holder of one or more Unsold Residential Unit(s); any Residential Unit that is acquired, individually or collectively, by a principal of Declarant or Residential Sponsor or a group of which Declarant or Residential Sponsor or one or more of their principals is a member; or a Residential Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or Residential Sponsor or the designee of a holder of such a Permitted Mortgage. "Laws" (or, if used individually, "Law") means all applicable laws, statutes and ordinances (including, without limitation, environmental laws, building codes, zoning ordinances and all requirements and limitations with respect to certificate(s) of occupancy for the Property), case law, and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including, without limitation, the New York City Department of Buildings, the City Planning Commission, or the boards of fire underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof.

8.2 Use of the Condo Hotel Units.

8.2.1 General. Except to the extent otherwise permitted by Law and approved by the Hotel Board as set forth in the Hotel By-Laws, each Condo Hotel Unit may only be used as Hotel Accessory Quarters and for no other purpose, and in all events subject to all Laws and to the further provisions of this Declaration, the Condominium By-Laws and the Hotel By-Laws. As used in the Condominium Documents, "Hotel Accessory Quarters" means living quarters which are not occupied by the Unit Owner thereof in excess of four months (in the aggregate) in any calendar year, and, when not occupied by such Unit Owner, available for rental as a "Transient Hotel Room", *i.e.*, a room or single suite of rooms used for transient occupancy and which may be rented on a daily basis as part of a transient hotel. Without limiting any other

provision of the Condominium Documents, Condo Hotel Units may not be used in fact or in effect, as part of or in furtherance of any Occupancy Plan; provided, however, if, as and when, and only for so long as, the Transient Hotel Unit is being used by the Unit Owner thereof or the Hotel Operator in connection with an Occupancy Plan (and, for the avoidance of doubt, the use of the Transient Hotel Unit as a transient hotel in the ordinary course shall not be considered "use in connection with an Occupancy Plan"), the Condo Hotel Units may be so used on the same basis. As used in the Condominium Documents, "Hotel Operator" means any Person operating the hotel in the Transient Hotel Unit, whether as the Transient Hotel Unit Owner, lessee of the Transient Hotel Unit, or as an agent, manager or independent contractor of, or otherwise on behalf of, the Transient Hotel Unit Owner, pursuant to a hotel management agreement or otherwise.

8.2.2 Unsold Condo Hotel Units. Notwithstanding the foregoing or anything contained herein, in the Condominium By-Laws, the Residential By-Laws, the Hotel By-Laws or any Rules and Regulations to the contrary, subject to compliance with all Laws, Declarant and Condo Hotel Sponsor (and their respective designees) may, without the permission of any Board or any other Person use or grant permission for the use of any Unsold Condo Hotel Unit for any lawful purpose, including, without limitation, as models and sales and/or promotion offices in connection with the sale or rental of the Condo Hotel (or other) Units. As used in the Condominium Documents, "Unsold Condo Hotel Unit" refers to any Condo Hotel Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Declarant, Condo Hotel Sponsor, the Transient Hotel Unit Owner or any of their respective designees as the holder of one or more Unsold Condo Hotel Unit(s); any Condo Hotel Unit that is acquired, individually or collectively, by a principal of Declarant, Condo Hotel Sponsor, the Transient Hotel Unit Owner or a group of which Declarant, Condo Hotel Sponsor, the Transient Hotel Unit Owner or one or more of their principals is a member; or a Condo Hotel Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant, Condo Hotel Sponsor, the Transient Hotel Unit Owner or the designee of a holder of such a Permitted Mortgage.

8.3 Use of Transient Hotel Unit, Accessory Unit and Club Unit. Subject to compliance with all Laws, the Transient Hotel Unit, the Accessory Unit and the Club Unit may be used and operated for any legally permitted purpose. None of the Condominium Board, the Residential Board, the Hotel Board or any Unit Owner other than the owner of the Unit in question (except as may be expressly provided in the Condominium Documents to the contrary or pursuant to separate written agreement by or among the applicable parties) shall have any right to the income derived from any use of the Transient Hotel Unit, the Accessory Unit or the Club Unit.

8.4 Use of the Common Elements.

8.4.1 Except as otherwise provided herein or in the Condominium By-Laws, the Residential By-Laws and/or the Hotel By-Laws: (i) the Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited; (ii) terraces may be used only for purposes commensurate with the uses permitted of the Units to which they are appurtenant; and (iii) the balconies adjoining certain

Condo Hotel Units or Residential Units are decorative only and may not be used by the Unit Owner thereof.

8.4.2 Subject to any easements (exclusive or otherwise) and/or rights of access or as otherwise provided in the Condominium Documents with respect to the Common Elements, none of the Boards nor any Unit Owner shall impede the exercise of or encroach upon the rights of the others of such parties or anyone claiming, by, through or under them, including, but not limited to, the occupants of the Units and their respective invitees, to use the same.

8.5 Use of the Residential Storage Bins. The Residential Storage Bins may be used only by occupants of the Residential Units and only for storage of the personal effects of the owners or tenants thereof, provided that no article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants of the Building, or that shall cause the dissemination of noxious odors, dirt or other sanitary problems or otherwise create a nuisance, shall be permitted to be brought into or stored in any Residential Storage Bin. The use thereof shall be further subject to the provisions of the Residential By-Laws and the Residential Rules and Regulations.

8.6 Nuisance. No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. All applicable Laws relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owner(s) or Board(s) shall have the obligation pursuant to the Declaration, the Condominium By-Laws and, as applicable the Residential By-Laws or the Hotel By-Laws, to maintain or repair such portion of the Property.

ARTICLE 9

CHANGES IN RESIDENTIAL UNITS AND HOTEL CONDO UNITS

9.1 Residential Units.

9.1.1 Unsold Residential Units. Notwithstanding anything to the contrary in Article 8 of the Condominium By-Laws or in the Residential By-Laws, except to the extent prohibited by, or to the extent that the same will cause the Property or any portion thereof not to comply with, any applicable Laws, Declarant, Residential Sponsor and any other owner of an Unsold Residential Unit shall have the right, at any time and from time to time, without the vote or consent of any Board, Unit Owner or other Person, to: (a) make Alterations and/or Repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unsold Residential Unit(s); (b) change the use (subject to compliance with all Laws) or layout of, or number of rooms in, any Unsold Residential Unit(s) from time to time; (c) change the size and/or number of Unsold Residential Unit(s) by subdividing one or more Unsold Residential Units into two or more separate Residential Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, converting an Unsold Residential Unit or any portion thereof to a Common

Element, altering the boundary walls between any Unsold Residential Units, or otherwise, including incorporating the use of any portion of the Residential Limited Common Elements adjacent or appurtenant thereto (but only to the extent that such Residential Limited Common Elements are not required to be maintained as Residential Limited Common Elements prior to and/or following such alterations); (d) whether in respect of subdivisions or combinations of the Unsold Residential Units or otherwise, designate all or any part of an Unsold Residential Unit or a Common Element as part of a newly created or expanded Unsold Residential Unit or Common Element; and (e) if appropriate, reapportion among the Units affected by such change in size, use or number pursuant to the preceding clauses (b), (c) and (d) their percentage interests in the Common Elements; provided, however, that: (i) such changes are in compliance with Section 339 of the New York Condominium Act; (ii) the Common Interest of any other Units (other than the Unsold Residential Units (or other Units) owned by such person) shall not be changed by reason thereof unless the owners of such other Units shall consent thereto; and (iii) Declarant, Residential Sponsor or such other owner of an Unsold Residential Unit, as the case may be, shall comply with all Laws of all governmental authorities having jurisdiction and shall agree to defend and hold each Board and all other Unit Owners harmless from any liability arising therefrom. Declarant, Residential Sponsor or such other owner of an Unsold Residential Unit, as the case may be, shall have the right, without the consent of any Board, Unit Owner or other Person to amend (and/or cause the Condominium Board and/or Residential Board to amend) the Declaration, the Condominium By-Laws, the Residential By-Laws and the Floor Plans and any other documentation to reflect the foregoing changes.

9.1.2 Residential Units Generally. Subject to this Declaration and the Condominium By-Laws, the Unit Owner(s) of one or more Residential Units (other than Unsold Residential Units), with the consent of the Residential Board, shall have such rights with respect to changing, combining and/or subdividing such Residential Unit(s) as are provided in the Residential By-Laws.

9.2 Condo Hotel Units.

9.2.1 Unsold Condo Hotel Units. Notwithstanding anything to the contrary in Article 8 of the Condominium By-Laws or in the Hotel By-Laws, except to the extent prohibited by, or to the extent that the same will cause the Property or any portion thereof not to comply with, any applicable Laws, Declarant, Condo Hotel Sponsor and any other owner of an Unsold Condo Hotel Unit shall have the right, at any time and from time to time, without the vote or consent of any Board, Unit Owner or other Person, to: (a) make Alterations and/or Repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unsold Condo Hotel Unit(s); (b) change the use (subject to compliance with all Laws) or layout of, or number of rooms in, any Unsold Condo Hotel Unit(s) from time to time; (c) change the size and/or number of Unsold Condo Hotel Unit(s) by subdividing one or more Unsold Condo Hotel Units into two or more separate Condo Hotel Units, combining separate Unsold Condo Hotel Units (including those resulting from such subdivision or otherwise) into one or more Condo Hotel Units, converting an Unsold Condo Hotel Unit or any portion thereof to a Common Element, altering the boundary walls between any Unsold Condo Hotel Units, or otherwise, including incorporating the use of any portion of the Hotel Limited Common Elements adjacent or appurtenant thereto (but only to the extent that such Hotel Limited Common Elements are not required to be maintained as Hotel Limited Common Elements prior

to and/or following such alterations); (d) whether in respect of subdivisions or combinations of the Unsold Condo Hotel Units or otherwise, designate all or any part of an Unsold Condo Hotel Unit or a Common Element as part of a newly created or expanded Unsold Condo Hotel Unit or Common Element; and (e) if appropriate, reapportion among the Units affected by such change in size, use or number pursuant to the preceding clauses (b), (c) and (d) their percentage interests in the Common Elements; provided, however, that: (i) such changes are in compliance with Section 339 of the New York Condominium Act; (ii) the Common Interest of any other Units (other than the Unsold Condo Hotel Units (or other Units) owned by such person) shall not be changed by reason thereof unless the owners of such other Units shall consent thereto; and (iii) Declarant, Condo Hotel Sponsor or such other owner of an Unsold Condo Hotel Unit, as the case may be, shall comply with all Laws and shall agree to defend and hold each Board and all other Unit Owners harmless from any liability arising therefrom. Declarant, Condo Hotel Sponsor or such other owner of an Unsold Condo Hotel Unit, as the case may be, shall have the right, without the consent of any Board, Unit Owner or other Person to amend (and/or cause the Condominium Board and/or Hotel Board to amend) the Declaration, the Condominium By-Laws, the Hotel By-Laws and the Floor Plans and any other documentation to reflect the foregoing changes.

9.2.2 Condo Hotel Units Generally. Subject to this Declaration and the Condominium By-Laws, the Unit Owner(s) of one or more Condo Hotel Units (other than Unsold Condo Hotel Units), with the consent of the Hotel Board, shall have such rights with respect to changing, combining and/or subdividing such Condo Hotel Unit(s) as are provided in the Hotel By-Laws.

9.3 Consents. Subject to the immediately succeeding sentence, the provisions of Sections 9.1, 9.3 and 9.4 of this Declaration may not be added to, amended, modified or deleted without the prior written consent of Declarant, Residential Sponsor or the owner of any Unsold Residential Unit(s), as the case may be, or the designee of any of the foregoing. Wherever the consent, approval or satisfaction of Declarant (as the owner of any Unsold Residential Units), Residential Sponsor or the owner of any Unsold Residential Unit(s), is required under this Declaration, the Condominium By-Laws or the Residential By-Laws, such consent, approval or satisfaction of such party shall not be required (unless otherwise required under the Condominium Documents) when such party no longer owns any Unsold Residential Units. Subject to the immediately succeeding sentence, the provisions of Sections 9.2, 9.3 and 9.4 of this Declaration may not be added to, amended, modified or deleted without the prior written consent of Declarant, Condo Hotel Sponsor or the owner of any Unsold Condo Hotel Unit(s), as the case may be, or the designee of any of the foregoing. Wherever the consent, approval or satisfaction of Declarant (as the owner of any Unsold Condo Hotel Units), Condo Hotel Sponsor or the owner of any Unsold Condo Hotel Unit(s), is required under this Declaration, the Condominium By-Laws or the Hotel By-Laws, such consent, approval or satisfaction of such party shall not be required (unless otherwise required under the Condominium Documents) when such party no longer owns any Unsold Condo Hotel Units.

9.4 Certification Regarding Common Interest Reallocation. Notwithstanding the other provisions of this Article 9, no reapportionment of the interests in the Common Elements appurtenant to any Residential Unit or Condo Hotel Unit shall be made unless there is first delivered to the Residential Board or Hotel Board, as applicable, and to the Condominium

Board, a written certification stating, in each case with respect to the Unit(s) in question that the percentage interests of the affected Unit(s) in the Common Elements, immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(1) of the Condominium Act. The certification referred to herein shall be delivered: (a) in the case of any Unsold Unit(s), at the election of Declarant or the applicable Sponsor, by Declarant or the applicable Sponsor, the managing agent of the Residential Section or Hotel Section, as applicable, or any other Person reasonably acceptable to the applicable Boards; and (b) in the case of any other Residential Unit(s) or Hotel Unit(s), as the case may be, by the managing agent of the Residential Section or Hotel Section, as applicable, or any other person reasonably acceptable to the applicable Boards.

ARTICLE 10

CHANGES BY THE TRANSIENT HOTEL UNIT OWNER, ACCESSORY UNIT OWNER AND CLUB UNIT OWNER

10.1 General. Except to the extent prohibited by Law or as otherwise provided herein or in the Condominium By-Laws, each of the Commercial Unit Owners shall have the right, without the consent of any Board, Unit Owner, or other Person to: (a) mortgage or otherwise hypothecate its Unit; (b) decorate or make Alterations and/or Repairs in, to and upon its Unit (provided, however, that such Unit Owner, if other than Declarant or its designee, must obtain the prior consent of the Condominium Board, which consent shall not be unreasonably withheld, to any Alterations and/or Repairs to its Commercial Unit which would have a material adverse effect on the structural, mechanical, electrical or plumbing elements of the Building or the exterior appearance of the Building or which would increase insurance premiums or maintenance costs for any other Unit or the Common Elements); (c) change the layout of, or number of rooms in, its Commercial Unit from time to time; (d) change the size of its Commercial Unit by subdividing the same into any desired number of condominium units or by combining any units resulting from each such subdivision, altering the boundary walls between the Commercial Units, or otherwise; (e) designate a Commercial Unit as part of a newly created or expanded commercial condominium unit or designate all or part of a Commercial Unit as a newly created or expanded commercial common element; and (f) if appropriate, reapportion among the Units or newly created Units affected by such changes pursuant to the preceding clauses (c), (d) and (e) their percentage interests in the Common Elements; provided, however, that: (i) such changes are in compliance with Section 339 of the New York Condominium Act; (ii) the Common Interest of any other Units (other than the Commercial Unit(s) owned by such Person) shall not be changed by reason thereof unless the owners of such other Units shall consent thereto; and (iii) the Commercial Unit Owner(s) in question shall comply with all Laws and shall agree to defend and hold each Board and all other Unit Owners harmless from any liability arising therefrom. The Commercial Unit Owners shall each have the right with regard to its Unit, without the consent of any Board, Unit Owner or other Person to amend (and/or cause the Condominium Board and/or, as applicable, Hotel Board to amend) the Declaration, the Condominium By-Laws, the Hotel By-Laws and the Floor Plans and any other documentation to reflect the foregoing changes. If any of the Commercial Units are subdivided or combined, the Owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of any Board, Unit Owner or other Person) set forth above in this

Section 10.1, described as pertaining to the Unit Owner of the original Commercial Unit or Units in question.

10.2 Certification Regarding Common Interest Reallocation. Notwithstanding the other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to any Commercial Unit(s) shall be made unless there is first delivered to the Condominium Board a written certification stating, in each case with respect to the Unit(s) in question, that the percentage interests of the affected Unit(s) in the Common Elements, immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(1) of the Condominium Act. The certification referred to herein shall be executed and delivered by all of the affected Commercial Unit Owners or any other Person reasonably acceptable to the Condominium Board.

ARTICLE 11

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York (the "Secretary of State") is hereby designated to receive service of process in any action which may be brought against the Condominium or any of the Boards. The Condominium and the Boards shall each, with respect to itself, notify the Secretary of State of the address to which a copy of any process received should be mailed.

ARTICLE 12

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

The Common Interest of each Unit has been determined, pursuant to Section 339-i(1)(iv) of the Condominium Act. In accordance with such method of calculation, the Common Interests have been determined based primarily upon a comparison of the floor areas of the Units, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of the Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The aggregate Common Interests of all of the Units equals 100%.

ARTICLE 13

ENCROACHMENTS

If: (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of: (i) settling or shifting of the Building; (ii) any Alteration or Repair made to the Common Elements in accordance with the applicable terms of this Declaration, the Condominium By-Laws, the Residential By-Laws and/or the Hotel By-Laws by, or with the consent (when required by the applicable By-Laws), of the Condominium Board and any other Board, or made by or Declarant

or its designee, as the case may be; or (iii) any Alteration or Repair of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand (or during any period in which it is being rebuilt or restored, in accordance with the Condominium By-Laws, following any such fire or other casualty, taking or eminent domain proceeding); provided that in the case of any such encroachment described in subparagraph (c)(ii) or (iii) above, such encroachment does not unreasonably interfere with the use of any of the Units for their permitted purposes and/or the use of the Common Elements for their intended purposes.

ARTICLE 14

FACILITIES AND ALL OTHER COMMON ELEMENTS

Except as otherwise expressly set forth in this Declaration or the Condominium By-Laws (or, with respect to the Residential Units, the Residential By-Laws; or, with respect to the Hotel Units, the Hotel By-Laws): (i) each Unit Owner will have, in common with all other Unit Owners and each Unit will be subject to, an easement for the use of the General Common Elements located anywhere on the Property without hindering the exercise of or encroaching upon the rights of the other Unit Owners in respect of such easement, including, but not limited to, such easement as will be necessary to maintain, such Unit Owner's Unit; (ii) each Residential Unit Owner will have, in common with all other Residential Unit Owners, an easement for the use of the Residential Limited Common Elements and any facilities located therein, including, but not limited to, such easement as will be necessary to operate and maintain as necessary, such Residential Unit Owner's Unit, and the Residential Board, on behalf of all Residential Unit Owners, shall have an easement to maintain, and to make Repairs and Alterations to, the Residential Limited Common Elements; and (iii) each Hotel Unit Owner will have, in common with all other Hotel Unit Owners, an easement for the use of the Hotel Limited Common Elements and any facilities located therein, including, but not limited to, such easement as will be necessary to operate and maintain such Hotel Unit Owner's Unit, and the Hotel Board, on behalf of all Hotel Unit Owners, shall have an easement to maintain, and to make Repairs and Alterations to, the Hotel Limited Common Elements. Each Unit and the Common Elements shall be subject to an easement in favor of the Condominium Board, on behalf of all Unit Owners, to use, operate, maintain, Repair, Alter and rebuild all General Common Elements located in such Unit or elsewhere on the Property. In addition, Declarant (or its designee), the Condominium Board and each of the Residential Board and Hotel Board shall have the right to erect scaffolding on or upon any of the terraces for a temporary period of time in connection with maintenance and repairs of the Building and its Common Elements.

ARTICLE 15

EASEMENTS

15.1 Each Unit Owner shall have, in common with all other Unit Owners, and each Unit shall be subject to, an easement: (a) to install, operate, maintain, Repair, Alter and rebuild the Common Elements located in, over, under, through or upon any Unit, or any other

Common Elements or elsewhere on the Property; and (b) to maintain any encroachment on any Unit, the General Common Elements or any Limited Common Element resulting from the Repair, Alteration or rebuilding of the Units or 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 normal conduct of business of the tenants and occupants of the Commercial Units or with the use of the Residential Units or Condo Hotel Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

15.2 Each Unit Owner of a Residential Unit or Hotel Unit, as the case may be, with a terrace appurtenant thereto shall have an easement for the exclusive use of such terrace, which use shall be subject to the terms and conditions of this Declaration, the Condominium By-Laws and the Residential By-Laws or Hotel By-Laws, as applicable. Each terrace (and the Unit to which such terrace is appurtenant) shall be subject to the easement(s) in favor of Declarant, the Condominium, the Residential Board and the Hotel Board as set forth herein.

15.3 Each Unit Owner shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress to and egress from its Unit and its appurtenant (shared or exclusive) Limited Common Elements. Each Unit, General Common Element and Limited Common Element shall be subject to such easement.

15.4 Each Unit and the Common Elements shall have easements of subjacency, support and necessity, and the same shall be subject to such easements in favor of all the other Units and the Common Elements.

15.5 Each Unit Owner (except as otherwise set forth below) grants an easement over its Unit and the Common Elements (including, without limitation, its appurtenant Limited Common Elements), and the Condominium Board and each of the other Boards grants an easement over and through the General Common Elements and its Limited Common Elements, respectively: (a) to each Board, in common with each other Board, for the purpose of (and to the extent reasonably necessary for) maintaining, Repairing, Altering, preventing or minimizing damage to and causing to be in compliance with Laws and Insurance Requirements such granting Unit Owner's Unit, the Limited Common Elements, if any, appurtenant to its Unit and the Limited Common Elements of such Board; (b) to each Unit Owner, in common with each other Unit Owner, for the purpose of (but only in the absence of a commercially practicable alternative and only to the extent necessary for) maintaining, Repairing, Altering, preventing or minimizing damage to and causing to be in compliance with Laws and Insurance Requirements any portions of the grantee Unit Owner's Unit and its appurtenant Limited Common Elements; (c) to each Unit Owner, and to each Board, in common with each other, for the purpose of (but only in the absence of a commercially practicable alternative and only to the extent necessary for) installing, allowing to remain (and using for their respective intended purposes), maintaining, Repairing, Altering, preventing or minimizing damage to and causing to be in compliance with Laws and Insurance Requirements any Common Elements or other facilities located in or only readily accessible through such granting Unit Owner's Unit or Limited Common Elements, if any, which serve other Units (including, without limitation, reading, maintaining or replacing utility meters relating to the Common Elements, such Unit or any other Unit in the Building); (d) to each Board (only to the extent permitted under the other provisions of the Condominium

Documents), in common with each other, for the purpose of (and to the extent reasonably necessary for) preventing or minimizing damage to such Unit or to any other portion of the Property; (e) to each Board (in each case, only to the extent permitted under the other provisions of the Condominium Documents), in common with each other, for the purpose of (and only to the extent reasonably necessary for) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property; and/or (f) to each Unit Owner and to each Board (in each case, only to the extent permitted under the other provisions of the Condominium Documents), in common with each other, for the purpose of (and only to the extent reasonably necessary for) curing defaults hereunder or under the Condominium By-Laws, the Residential By-Laws or the Hotel By-Laws, or correcting any conditions originating in such Unit Owner's Unit or Limited Common Elements and threatening the health, safety and welfare of the occupants of, or the property located within, another Unit or all or any part of the Common Elements).

15.6 Declarant (or its designee) and the Condominium Board with respect to the Property, the Residential Board with respect to the Residential Section, the Hotel Board with respect to the Hotel Section, the Accessory Unit Owner with respect to the Accessory Unit and the Club Unit Owner with respect to the Club Unit shall each have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Property, the Residential Section, the Hotel Section, the Accessory Unit or the Club Unit, as the case may be, as Declarant (or its designee) or the Condominium Board, the Residential Board, the Hotel Board, the Accessory Unit Owner or the Club Unit Owner, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building, or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of any of the other Units for their permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Units or with the use of any of the other Units for their permitted purposes.

15.7 Declarant and all Unit Owners shall have a non-exclusive easement to use the sidewalks surrounding all portions of the Building for all purposes permitted by Law.

15.8 Existing sidewalk vaults are located under Central Park South, Fifth Avenue and West 58th Streets at the Lower Concourse, Lower Concourse Mezzanine (West 58th St. only), and Main Concourse levels. The vault space will be used as part of the Building, and subject to standard New York City vault license rules and other Laws.

15.9 Declarant, the Sponsors and their respective designees shall each have the right, until the tenth anniversary of the First Closing, to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events, promotional functions (e.g., with respect to any sales programs for Unsold Units) or otherwise.

15.10 Each easement and other right granted under this Article 15 shall be deemed to permit the benefited party's/ies' contractors, subcontractors, agents, representatives, occupants, employees and other designees (and, in the case of a grant to the Condominium Board, Residential Board or Hotel Board, such Board's managing agent), to use such easement or other right, as applicable, if such Unit Owner or such Board so elects.

15.11 Any grant of an easement "on", "over", "across" or "through" a given area shall be deemed to mean "on, over, across, through, and upon" such area, unless the context otherwise requires.

15.12 Declarant and/or its designee (and its respective successors and assigns) shall have an easement for so long as the Condominium shall remain in existence: (i) to erect, use, lease, license, maintain, repair, replace, and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on the roof of the Building that is not occupied as of the date hereof for any other Building installations; and (ii) to erect, use, lease, maintain, repair, replace and operate related electronic and other communications equipment in any portion of any mechanical equipment room that is not occupied as of the date hereof by any other Building installations, and the right to erect partitions separating such portion from the balance of such equipment room; in each case, without the consent of, or charge by any Board, Unit Owner or other Person; provided, however, that Declarant (or its designee) shall give prior notice to the Boards of the type and location of any such equipment before installation. Any obligations of Declarant under any lease, license or other right of use granted by Declarant with respect to the roof or the aforesaid mechanical equipment room shall be the obligation solely of Declarant and not of the Condominium and any rights of Declarant, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Declarant and not of the Condominium. In connection with such easements and related rights, Declarant and its designee (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units and the Common Elements shall each be subject to such easement. The word "utility" or "utilities" as used in this Section 15.12 shall be deemed to include fiber optic cable and other communications liens, wires, cables and conduits.

15.13 Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

15.14 The Units and the Common Elements shall be subject to that certain light and air easement dated _____, __ and recorded as CRFN _____ governing unrestricted light and air over 22 Central Park South, New York, New York (designated as Block 1274, Lot 55 on the Tax Map of the City of New York, "22 CPS").

15.15 The Units and Common Elements shall be subject to a Restatement Declaration of Easements, Covenants and Restrictions dated ____ and recorded as CRFN _____

governing certain easements, covenants and restrictions with respect to the steam system and electrical service of 22 CPS which are connected to and reliant upon the Building.

ARTICLE 16

POWER OF ATTORNEY TO THE BOARD

16.1 From Residential Unit Owners. Each Residential Unit Owner shall grant to the persons who shall from time to time constitute:

(a) the Residential Board, an irrevocable power of attorney, coupled with an interest (in such form and with such content as the Residential Board shall determine) to: (i) acquire or lease on behalf of all Residential Unit Owners any Residential Unit, together with its Appurtenant Interests, whose Owner desires to sell, convey, transfer, assign or lease the same; (ii) acquire on behalf of all Residential Unit Owners any Residential Unit, together with its Appurtenant Interests, whose Owner elects to surrender the same pursuant to the terms of the Residential By-Laws; (iii) purchase or otherwise acquire any Residential Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, or with respect to which liens for real estate taxes are being sold, in each case on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Residential Board or its designee (corporate or otherwise), on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to manage, convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the Common Interests appurtenant to) any such Residential Unit so acquired by them, or to sublease any such Residential Unit so leased by them without the necessity of further authorization by the Residential Unit Owners or any other Person, on such terms as the attorneys-in-fact may determine; and (iv) execute, acknowledge and deliver: (A) any declaration or other instrument affecting the Residential Section which the Residential Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Residential Section, or (B) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting only the Residential Section which the Residential Board, in its reasonable discretion, deems necessary or appropriate; and

(b) the Condominium Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Residential Board shall determine) to: (i) purchase or otherwise acquire in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Unit, together with its Appurtenant Interests: (A) in connection with the enforcement of the Condominium Board's lien for unpaid General Common Charges; or (B) that becomes the subject of a foreclosure or other similar sale; on such terms, including, without limitation, price (with respect to clause (B) immediately above) as said attorneys-in-fact shall deem proper; and (ii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased by them, without the necessity of any authorization by the Unit Owners or any other Person, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Unit which the undersigned could do if personally present; (iii) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (A) any declaration or

other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Condominium; or (B) any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium or any of the Common Elements, that the Condominium Board deems necessary or appropriate, provided that in no event shall the Condominium Board execute, acknowledge and deliver any document pursuant to clause (iii)(B) of this sentence prior to the approval thereof by any Unit Owner(s) whose Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the Condominium By-Laws.

16.2 From Hotel Unit Owners. Each Hotel Unit Owner shall grant to the persons who shall from time to time constitute:

(a) the Hotel Board, an irrevocable power of attorney, coupled with an interest (in such form and with such content as the Hotel Board shall determine) to: (i) acquire or lease on behalf of all Hotel Unit Owners any Hotel Unit, together with its Appurtenant Interests, whose Owner desires to sell, convey, transfer, assign or lease the same; (ii) acquire on behalf of all Hotel Unit Owners any Hotel Unit, together with its Appurtenant Interests, whose Owner elects to surrender the same pursuant to the terms of the Hotel By-Laws; (iii) purchase or otherwise acquire any Hotel Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, or with respect to which liens for real estate taxes are being sold, in each case on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Hotel Board or its designee (corporate or otherwise), on behalf of all Hotel Unit Owners, and after any such acquisition or leasing, to manage, convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the Common Interests appurtenant to) any such Unit so acquired by them, or to sublease any such Unit so leased by them without the necessity of further authorization by the Hotel Unit Owners or any other Person, on such terms as the attorneys-in-fact may determine; and (iv) execute, acknowledge and deliver: (A) any declaration or other instrument affecting the Hotel Section which the Hotel Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Hotel Section, or (B) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting only the Hotel Section which the Hotel Board, in its reasonable discretion, deems necessary or appropriate; and

(b) the Condominium Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Hotel Board shall determine) to: (i) purchase or otherwise acquire in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Unit, together with its Appurtenant Interests: (A) in connection with the enforcement of the Condominium Board's lien for unpaid General Common Charges; or (B) that becomes the subject of a foreclosure or other similar sale; on such terms, including, without limitation, price (with respect to clause (B) immediately above) as said attorneys-in-fact shall deem proper; and (ii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased by them, without the necessity of any authorization by the Unit Owners or any other Person, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Unit which the undersigned could do if personally

present; (iii) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (A) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Condominium; or (B) any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium or any of the Common Elements, that the Condominium Board deems necessary or appropriate, provided that in no event shall the Condominium Board execute, acknowledge and deliver any document pursuant to clause (iii)(B) of this sentence prior to the approval thereof by any Unit Owner(s) whose Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the Condominium By-Laws.

16.3 From Accessory Unit Owner and Club Unit Owner. Each of the Accessory Unit Owner and the Club Unit Owner shall grant to the persons who shall from time to time constitute the Condominium Board an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine): (i) to purchase or otherwise acquire on behalf of all Unit Owners any Unit, together with its Appurtenant Interests, with respect to which liens for real estate taxes are being sold; (ii) to acquire any Unit, together with its Appurtenant Interests, whose Unit Owner elects to surrender the same to the Condominium Board as may be provided pursuant to the Condominium By-Laws to the extent the waiver with respect to the right to surrender such Unit set forth therein is inapplicable or unenforceable; (iii) to purchase or otherwise acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, on such terms and at such price, as the attorneys-in-fact deem proper, in the name of the Condominium Board or its designee (corporate or otherwise), on behalf of all Unit Owners, and after any such acquisition, to convey, sell, lease, license, mortgage or otherwise deal with (but not vote the Common Interests appurtenant to) any such Unit so acquired by them without the necessity of further authorization by any of the Unit Owners, other Boards or any other Person, on such terms as the said attorneys-in-fact may determine; and (iv) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property or the Condominium which the Condominium Board deems reasonably necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Property or the Condominium; or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property or the Condominium that the Condominium Board deems necessary or appropriate, provided that in no event shall the Condominium Board execute, acknowledge and deliver any document pursuant to clause (iv)(b) of this sentence prior to the approval thereof by any Unit Owner(s) whose Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the Condominium By-Laws.

16.4 Each Unit Owner shall grant to Declarant a power of attorney to amend this Declaration and to effectuate the rights granted to Declarant under this Declaration and the Condominium By-Laws and to consent on behalf of each Unit Owner, as a party in interest, to any declaration or other agreement effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot (the "Merger") for the purpose of transferring to or from Declarant, or its successors or assigns, all or any portion of the Development Rights.

ARTICLE 17

ACQUISITIONS OF UNITS BY THE BOARDS

17.1 If: (a) the Transient Hotel Unit Owner, Accessory Unit Owner or Club Unit Owner surrenders its Unit to the Condominium Board to the extent permitted and provided herein and the Condominium By-Laws, together with its Appurtenant Interests pursuant to the provisions of Section 339-x of the New York Condominium Act; or (b) the Condominium Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Condominium Board or its designee, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements.

17.2 If: (a) any Residential Unit Owner surrenders its Unit to the Residential Board, together with its Appurtenant Interests pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the Residential Board, pursuant to Article 8 of the Residential By-Laws, acquires or leases a Unit, together with its Appurtenant Interests; or (c) the Residential Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Residential Board or its designee, on behalf of all Residential Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Residential Unit leased or subleased by the Residential Board or its designee shall be held by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners in proportion to their respective interests in the Common Elements.

17.3 If: (a) any Condo Hotel Unit Owner surrenders its Unit to the Hotel Board, together with its Appurtenant Interests pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the Hotel Board, pursuant to Article 8 of the Hotel By-Laws, acquires or leases a Unit, together with its Appurtenant Interests; or (c) the Hotel Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Hotel Board or its designee, on behalf of the Hotel Unit Owners, in proportion to their respective interests in the Common Elements. The lease or sublease covering any Hotel Unit leased or subleased by the Hotel Board or its designee shall be held by the Hotel Board or its designee, corporate or otherwise, on behalf of the Hotel Unit Owners in proportion to their respective interests in the Common Elements.

17.4 As used in this Article 17, "Appurtenant Interests" means with respect to the Accessory Unit or Club Unit: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of the Unit Owner of such Unit in any other Units owned at the time in question by the Condominium Board or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease of any such Units theretofore acquired; and (iii) the interest of the Unit Owner of such Unit in all other assets of the Condominium Board or the Condominium. With respect to a Residential Unit or Hotel Unit: (i) the undivided interest in the Common

Elements appurtenant thereto; (ii) the interest of the Unit Owner of such Unit in any other Units owned at the time in question by the Residential Board or Hotel Board, as applicable, or such Board's designee on behalf of all Residential Unit Owner or Hotel Unit Owners, as applicable, or in any other Units then owned by the Condominium Board or its designee on behalf of all Unit Owners, or in each case the proceeds of the sale or lease of any such Units theretofore acquired; and (iii) the interest of the Unit Owner of such Unit in any other assets of the Residential Board or Hotel Board, as applicable, and of the Condominium Board or the Condominium.

ARTICLE 18

COVENANTS RUNNING WITH THE LAND

18.1 Applicability. All provisions of this Declaration, the Condominium By-Laws and the General Rules and Regulations (if any) (and in the case of a Residential Unit, the Residential By-Laws and Residential Rules and Regulations, and in the case of a Hotel Unit, the Hotel By-Laws and Hotel Rules and Regulations), as may be adopted and amended from time to time, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Unit Owners and all the occupants, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Condominium By-Laws and the General Rules and Regulations, if any, as they may be amended from time to time (and the Residential By-Laws and Residential Rules and Regulations or Hotel By-Laws and Hotel Rules and Regulations, as applicable).

18.2 Subordination; Non-Disturbance. Notwithstanding anything in Section 18.1, however, at the request of any of the Transient Hotel Unit Owner, Accessory Unit Owner or Club Unit Owner made from time to time, the Condominium Board (and the Hotel Board in the case of the Transient Hotel Unit) shall, at the sole cost and expense of the requesting Unit Owner, execute and deliver a non-disturbance agreement (in such form as may be reasonably proposed by the requesting Unit Owner and reasonably acceptable to the Condominium Board (and the Hotel Board in the case of the Transient Hotel Unit), a "Non-Disturbance Agreement") to any occupant of such Unit Owner's Unit.

18.3 Deemed Acceptance of Condominium Documents. The acceptance of a deed or conveyance, or the succeeding to title to, the acquisition of any interest in, or the entering into a lease, sublease or license for, or the act of occupancy of, all or any portion of any Unit (any of the foregoing, a "Condominium Ratification Event") by any person shall constitute an agreement that the provisions of this Declaration, the Condominium By-Laws, the General Rules and Regulations (if any), (and in the case of a Residential Unit, the Residential By-Laws and Residential Rules and Regulations and in the case of a Hotel Unit, the Hotel By-Laws and the Hotel Rules and Regulations), as any of the same may be adopted and amended from time to time, are accepted, ratified and will be complied with by such Owner, tenant, or occupant or other party, 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 or Common Element, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or license thereof.

18.4 Unenforceability. If any provision of this Declaration or the other Condominium Documents is invalid under, or would cause this Declaration and the other Condominium Documents to be insufficient to submit the Property to the provisions of, the New York Condominium Act, such provision shall be deemed deleted from this Declaration or the other Condominium Documents, as applicable, for the purpose of submitting the Property to the provisions of the New York Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the Unit Owners and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the other Condominium Documents to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing herefrom or therefrom, then such provision shall be deemed included as part hereof or thereof, as the case may be, for the purposes of submitting the Property to the provisions of the New York Condominium Act.

ARTICLE 19

AMENDMENTS OF DECLARATION

Article 16 of the Condominium By-Laws is incorporated herein in its entirety; and, except as otherwise expressly set forth herein, the provisions thereof shall govern the amendment and/or modification of, addition to and/or deletion of any of the provisions of this Declaration.

ARTICLE 20

TERMINATION OF CONDOMINIUM

20.1 The Condominium shall continue and the Property shall not be subject to an action for partition until: (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the Condominium By-Laws; or (b) such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by a vote of at least 80% both in number and aggregate of the Common Interests of all Unit Owners. No such vote shall be effective, however: (a) without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Residential Mortgagee Representatives, if any, and a majority of the Condo Hotel Mortgagee Representatives, if any; and (b) without the written consent of Declarant, Residential Sponsor, Condo Hotel Sponsor or any other owner of Unsold Units for so long as any such Person owns any Unsold Unit(s), provided that in no event shall any such consents in this clause (b) be required more than five years after the earlier to occur of the First Residential Closing or the First Condo Hotel Closing.

20.2 To the fullest extent permissible under Law, each Unit Owner shall be deemed to have waived any right to seek partition of the Property. In the event said withdrawal is authorized as aforesaid, and only to the extent the waiver contained in the preceding sentence shall be inapplicable or unenforceable, 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, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners: (i) first, by apportioning such proceeds among the Residential Units (in the aggregate), the Hotel Units (in the aggregate), the Club Unit and the Accessory Unit pursuant to an appraisal of fair market values to be performed by a panel of three independent appraisers (one of whom shall be selected by the Residential Board, one of whom shall be selected by the Transient Hotel Unit Owner and the third selected by the Accessory Unit Owner); and (ii) then, among the Unit Owners of each class of Unit 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 its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

ARTICLE 21

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 22

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

ARTICLE 23

CERTAIN REFERENCES

23.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

23.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used.

23.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 24

SEVERABILITY

Subject to the provisions of Section 18.4, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

ARTICLE 25

COVENANT OF FURTHER ASSURANCES

25.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublesee of a Unit Owner, an occupant of a Unit, a member or officer of a Board, or otherwise, shall, at the expense of any such other party (or the holder of a lien on its Unit) requesting the same, execute, acknowledge and deliver to such other party (or the holder of a lien on its Unit) such instruments, in addition to those specifically provided for herein, and take such other action, as such other party (or the holder of a lien on its Unit) may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. Without intending to limit the generality of the foregoing, each Board and each Unit Owner shall be required, upon the request of Declarant or the Development Rights Purchaser, to execute and deliver any documents or applications reasonably required in connection with any Merger, any declaration of zoning lot restrictions, any ZLDA or the transfer of the Development Rights to the Development Rights Purchaser.

25.2 If any Unit Owner, Board or other Person which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action which such Unit Owner, Board or other Person is required to take pursuant to this Declaration and/or the Condominium By-Laws, and such failure continues for an additional ten (10) day period following receipt of a second written request therefor (together with written advice that the requesting party shall be entitled to take specified action upon the recipient's failure or refusal to perform) then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner, other Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, Board or other Person and such document or action shall be binding on such Unit Owner, Board or other Person.

25.3 If any Unit Owner, Board or other Person which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action which such Unit Owner, Board or other Person is required to take pursuant to this Declaration, the Condominium By-Laws, Hotel By-Laws or the Residential By-Laws, as the case may be, at the request of Declarant (or its designee), and such failure continues for an additional ten (10) day period following receipt of a second written request therefor (together with written advice that

Declarant (or its designee) shall be entitled to take specified action upon the recipient's failure or refusal to perform), then Declarant (or its designee) is hereby authorized as attorney-in-fact for such Unit Owner, Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, Board or other Person and such document or action of Declarant (or its designee) shall be binding on such Unit Owner, Board or other Person.

ARTICLE 26

NAME OF CONDOMINIUM AND BUILDING

26.1 The Condominium and the Building shall be designated and known as "The Plaza Condominium." Declarant (or its designee) shall own and control all rights and interests, and shall be responsible for all obligations and liabilities, appurtenant to the name of the Condominium and/or the Building. Only Declarant (or its designee) shall have the right to change or assign the name of the Condominium and/or the Building. In addition, Declarant shall have the right and all necessary easements, for so long as the Property is a condominium, to maintain one or more plaque(s) identifying Declarant (or its affiliate(s)) as the sponsor of the Condominium and/or development of the Property, together with such other information as Declarant (or its designee) determines in its sole discretion.

26.2 Notwithstanding the foregoing, however, but subject to the rights of Declarant, if the Transient Hotel Unit, the Hotel Section, the Accessory Unit or the Club Unit is operated under an identifying name, the Unit Owner(s) thereof shall be free to use whatever name(s) it/they designate(s) for such Unit(s) or Section in press releases or publicly distributed materials or permitted signage.

ARTICLE 27

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the Condominium By-Laws to the contrary, the rights and obligations of Declarant or its designee, as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant, its designee or, with the consent of Declarant or its designee, or any transferee of some or all of the then Unsold Units then owned by Declarant or its designee. The rights and/or obligations of the Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the respective Unit Owners.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the ____ day of _____, 2005.

CPS 1 Realty LP

By: CPS 1 Realty GP LLC, general partner

By: _____
Name: Miki Naftali
Title: President

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

On the _____ day of _____ in the year 2005, before me, the undersigned, personally appeared Miki Naftali, 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

SCHEDULE A TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF THE PLAZA CONDOMINIUM

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the comer formed by the intersection of the northerly side of West 58th Street with the westerly side of Fifth Avenue Plaza;

RUNNING THENCE northerly along the westerly side of Fifth Avenue Plaza, 200 feet 10 inches to the corner formed by the intersection of the southerly side of West 59th Street with the said westerly side of Fifth Avenue Plaza;

THENCE westerly along the southerly side of West 59th Street, 250 feet;

THENCE southerly parallel with Fifth Avenue Plaza, 100 feet 5 inches to the center line of the

THENCE westerly parallel with West 59th Street and along said center line, 35 feet:

THENCE southerly parallel with Fifth Avenue Plaza, 100 feet 5 inches to the northerly side of West 58th Street;

THENCE Easterly along the northerly side of West 58th Street, 285 feet to the first mentioned corner, the point or place of BEGINNING.

Fifth Avenue Plaza is now known as Grand Army Plaza.

59th Street is now known as Central Park South.

SCHEDULE B

DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP
OF 768 FIFTH AVENUE
NEW YORK, NEW YORK

DESCRIPTION OF UNITS

SCHEDULE B-2

RESIDENTIAL UNITS

EXHIBIT A

CONDOMINIUM BY-LAWS

EXHIBIT C

HOTEL BY-LAWS

EXHIBIT 7

CONDOMINIUM BY-LAWS

CONDOMINIUM BY-LAWS

OF

THE PLAZA CONDOMINIUM

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CONDOMINIUM BY-LAWS

OF

THE PLAZA CONDOMINIUM

ARTICLE 1

GENERAL

1.1 Defined Terms. All capitalized terms used but which are not separately defined in these Condominium By-Laws shall have the meanings given to such terms in the Declaration or, if not defined in the Declaration, in the Table of Definitions annexed hereto as Exhibit 1 and made a part hereof.

1.2 Purpose. The purpose of these Condominium By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium.

1.3 Principal Office of Condominium. The principal office of the Condominium shall be located either within the Property or at such other place in the Borough of Manhattan as may be designated from time to time by the Condominium Board.

ARTICLE 2

CONDOMINIUM BOARD

2.1 General Description of Condominium Board.

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"). As more particularly set forth in Sections 2.3 and 2.9, the Condominium Board shall consist of seven members (each, a "Board Member" or "Condominium Board Member") as follows: (i) three (3) Board Members designated by the Residential Board representing and on behalf of all the individual Residential Unit Owners; (ii) three (3) Board Members, designated by the Hotel Board representing and on behalf of the Hotel Unit Owners (at least one (1) of which shall at all times be designated by the Transient Hotel Unit Owner); and (iii) one (1) Board Member, designated by the Accessory Unit Owner. Each Condominium Board Member shall vote the entire undivided Common Interest of such Board Member's Designator. The Club Unit Owner shall not have the right to designate a Board Member.

2.1.2 With respect to the Condominium Board Members: (i) any requirements set forth in the Residential By-Laws as to members of the Residential Board shall apply to the Condominium Board Members designated by the Residential Board, as applicable; (ii) any requirements set forth in the Hotel By-Laws as to members of the Hotel Board shall apply to the Condominium Board Members designation by the Hotel Board, as applicable; and (iii) no restrictions shall apply as to which person the Accessory Unit Owner may designate from time to

time to the Condominium Board except that each Board Member (and any proxy) must be a natural person and not an entity.

2.2 Powers and Duties of Condominium Board, Commercial Unit Owners and Residential Board.

2.2.1 General. The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by Law or the Condominium Documents may not be delegated to the Condominium Board by the Unit Owners). Subject to the terms of the Condominium Documents, all determinations, which do not (to more than an immaterial extent) relate to or affect or involve the Condominium generally or the General Common Elements, and: (A) do not affect (to more than an immaterial extent) any portion of the Building other than the Residential Section, shall be made by the Residential Board; and (B) do not affect (to more than an immaterial extent) any portion of the Building other than the Hotel Section shall be made by the Hotel Board.

2.2.2 Condominium Board. Subject to, and in accordance with, the provisions of Section 2.2.1, the further provisions of this Section 2.2.2, Sections 2.2.3 through 2.2.9 and Article 6 of these Condominium By-Laws and such other provisions, if any, of the Declaration and these By-Laws as may grant to one or more Unit Owner(s), the Residential Board, the Hotel Board or certain Board Member(s), as the case may be, rights of approval with respect to certain matters, the Condominium Board shall be entitled to make determinations and take actions with respect to all matters relating to the operation and the administration of the affairs of the Condominium, including, without limitation, the following:

(a) (i) Operation, care, upkeep and maintenance of; (ii) the making of alterations, additions and improvements (collectively, "Alterations") to; and (iii) the making of repairs, restorations and replacements (collectively, "Repairs") of, the General Common Elements and, as and to the extent provided in the Condominium Documents, the Limited Common Elements.

(b) Determination and imposition of General Common Charges, preparation and adoption of Budgets as hereinafter provided, and determination and imposition of Special Assessments.

(c) Methods of, and procedures with respect to, collection of General Common Charges and Special Assessments from the General Common Charge Obligors, and the implementation of such methods and procedures.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the General Common Elements (and, as and to the extent provided in the Condominium Documents, the Limited Common Elements).

(e) Promulgation (and amendment) of General Rules and Regulations from time to time.

(f) In the name of the Condominium Board or its designee, on behalf of all Unit Owners: (i) acquiring the Accessory Unit and/or the Club Unit to the extent one or both is/are surrendered to the Condominium Board (to the extent the waiver contained in the Condominium Documents with respect to the right to surrender is inapplicable or unenforceable); (ii) purchasing or otherwise acquiring those Units (subject to any prior right of either Sub-Board with respect thereto) with respect to which liens for real estate taxes may be and are being sold in accordance with the Condominium Documents; and (iii) purchasing or otherwise acquiring Units at foreclosure or other similar sales (subject to any prior right of either Sub-Board with respect thereto).

(g) Selling, leasing, licensing, mortgaging and otherwise dealing with Units acquired by the Condominium Board or its designee on behalf of all Unit Owners (but not voting the Common Interest appurtenant thereto).

(h) Making Alterations to, and Repairs of, the General Common Elements (and, as and to the extent provided in the Condominium Documents, the Limited Common Elements) or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

(i) Enforcing obligations hereunder and under the Declaration and the General Rules and Regulations of the Accessory Unit Owner, the Club Unit Owner, the Hotel Board and the Residential Board, including, without limitation, commencing, prosecuting and settling litigation in connection therewith.

(j) Maintaining bank accounts on behalf of the Condominium and designating the signatories required therefor.

(k) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss is to be adjusted and settled by the Condominium Board in accordance with Article 11 hereof.

(l) Subject to the provisions of Section 2.2.8 below, borrowing money on behalf of the Condominium.

(m) Organizing (and owning shares of or membership interests in, as the case may be) corporations, limited liability companies and/or other entities to act as designees of the Condominium Board with respect to such matters as the Condominium Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing of, Units acquired by the Condominium Board on behalf of all Unit Owners.

(n) Subject to the provisions of Section 2.2.7 below, execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the General Common Elements which the Condominium Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration, Repair or restoration of the Property or the Condominium; or (ii) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting: (x) the Property or the Condominium which the Condominium

Board deems necessary or appropriate; or (y) a Unit, if the owner of such Unit Owner (or the Residential Board on behalf of such Residential Unit Owner, or the Hotel Board on behalf of such Condo Hotel Unit Owner) requests, or under the Condominium Documents is required to request, that the Condominium Board take such action, and/or (except as otherwise provided in the Condominium Documents) the Condominium Board determines that taking such action is appropriate.

(o) Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to any or all of the Commercial Units for the benefit and on behalf of the respective Unit Owners thereof; but only to the extent requested and authorized to do so, in writing, by the respective Unit Owners thereof and provided such Unit Owners indemnify the Condominium Board and all other Unit Owners from and against all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) (collectively, "Costs") resulting from or incurred in connection with such proceedings.

(p) Preparation, execution and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, of a restatement of the Declaration and/or these By-Laws whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws; preparation, execution and recording, on behalf of the Residential Board and at the Residential Board's expense, as the Residential Board's attorney-in-fact, coupled with an interest, a restatement of the Residential By-Laws, as applicable, whenever, in the Residential Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Residential By-Laws; and preparation, execution and recording, on behalf of the Hotel Board and at the Hotel Board's expense, as the Hotel Board's attorney-in-fact, coupled with an interest, a restatement of the Hotel By-Laws, as applicable, whenever, in the Hotel Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Hotel By-Laws..

(q) Commencing, prosecuting and settling litigation and arbitration proceedings against third parties, and defending and settling litigation and arbitration proceedings against the Condominium and/or the Condominium Board.

(r) Obtaining and reviewing insurance in respect of the Property in accordance with the requirements of Article 11 hereof, and changing any of the insurance requirements set forth therein.

2.2.3 Residential Board and Residential Unit Owners. The Residential Section and the Residential Board will be governed by its Residential By-Laws as well as by the Declaration and the applicable provisions of these By-Laws; and subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof), the Residential Board shall be entitled to make determinations with respect to matters relating exclusively to the Residential Section and to the operation, care, upkeep, maintenance

and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, the Residential Limited Common Elements, and shall have the powers and duties described in the Residential By-Laws, subject, however, to the rights of the Residential Unit Owners as may be provided in the Residential By-Laws and to those provisions in the Declaration and these Condominium By-Laws that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Residential Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Residential Units.

2.2.4 Hotel Board and Hotel Unit Owners. The Hotel Section and the Hotel Board will be governed by its Hotel By-Laws as well as by the Declaration and the applicable provisions of these By-Laws; and subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof), the Hotel Board shall be entitled to make determinations with respect to matters relating exclusively to the Hotel Section and to the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, the Hotel Limited Common Elements, and shall have the powers and duties described in the Hotel By-Laws, subject, however, to the rights of the Hotel Unit Owners as may be provided in the Hotel By-Laws and to those provisions in the Declaration and these Condominium By-Laws that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Hotel Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Hotel Units.

2.2.5 Accessory Unit Owner and Club Unit Owner. Subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof), each of the Accessory Unit Owner and the Club Unit Owner shall be entitled to make determinations with respect to all matters relating exclusively to its Unit and the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, its Unit, subject, however to those provisions in the Declaration and these Condominium By-Laws that provide otherwise and/or that set forth restrictions on the right to make such determinations.

2.2.6 Agents for the Condominium Board, Residential Board, Hotel Board, Accessory Unit Owner and Club Unit Owner. (a) Any action required or permitted to be taken by the Condominium Board pursuant to the provisions of the Declaration and/or these By-Laws shall be done or performed by the Condominium Board or on behalf of the Condominium Board and at its direction by the agents, officers, employees or designees of the Condominium Board, and the Condominium Board may employ one or more Managing Agents and/or managers, at a compensation established by the Condominium Board, to perform such duties and services as the Condominium Board shall authorize, except (unless in specific instances provided in the Declaration and/or these By-Laws or as otherwise authorized by a Unanimous vote of the Condominium Board) in connection with the actions set forth in subparagraphs 2.2.2(b), (e), (f), (g), (i), (j), (k), (m), (n), (o), (p) and (q) hereof.

(b) Any action required or permitted to be taken by the Residential Board pursuant to the provisions of these By-Laws, the Declaration or the Residential By-Laws, shall be done or performed by the Residential Board or on behalf of the Residential Board and at its direction by the agents, officers, employees or designees of the Residential Board, and the Residential Board may employ one or more Managing Agents and/or managers, at a compensation established by the Residential Board, to perform such duties and services as the Residential Board shall authorize in accordance with the Residential By-Laws.

(c) Any action required or permitted to be taken by the Hotel Board pursuant to the provisions of these By-Laws, the Declaration or the Hotel By-Laws, shall be done and performed by the Hotel Board or on behalf of the Hotel Board and at its direction by the agents, officers, employees or designees of the Hotel Board, and the Hotel Board may employ one or more Managing Agents and/or managers, at a compensation established by the Hotel Board, to perform such duties and services as the Hotel Board shall authorize in accordance with the Hotel By-Laws.

(d) Any managing agent designated and/or employed by the Condominium Board, the Residential Section, the Hotel Section, the Accessory Unit Owner or the Club Unit Owner, may be an affiliate of Declarant, either Sponsor and/or the Transient Hotel Unit Owner.

2.2.7 Board as Agent. Any action required or permitted to be taken pursuant to the provisions of the Condominium Documents by the Residential Board, the Hotel Board or a Commercial Unit Owner, shall, if required by applicable Laws, be taken by the Residential Board, Hotel Board or such Unit Owner in the name of the Condominium Board which shall, upon request (at the sole expense of the Board or Commercial Unit Owner, as applicable, making such request or taking such action), execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that: (i) no such action shall be taken in the name of the Condominium Board except upon at least fifteen (15) Business Days' advance notice delivered to each Board and Commercial Unit Owner (unless such action is required in connection with an Emergency, in which event only such prior notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none) shall apply and if no prior notice is given, notice shall be given promptly thereafter), which notice shall specify the action proposed to be taken, the grounds upon which such Board or Commercial Unit Owner as the case may be is entitled to take such action, and shall include complete and accurate copies of all documents proposed to be executed or filed in connection with the exercise of the rights provided in this Section; and (ii) the Board or Commercial Unit Owner making such request or taking such action shall, subject to the provisions of Section 2.11, indemnify and hold harmless and all other Unit Owners and Boards from and against all Costs resulting therefrom or incurred in connection therewith.

2.2.8 Borrowing by the Condominium Board.

(a) The Condominium Board shall have the power to borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of, or the making of Repairs or Alterations of, the General Common Elements or otherwise in connection with any permitted action or activity of the Condominium Board,

provided, however, that: (i) a 66 2/3% vote of the members of the Condominium Board shall be required for any borrowings for such purposes if such borrowings are in excess of $500,000 (subject to increase by the CPI Increase Factor) in total in any one fiscal year or $1,500,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior periods) at any one time; and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant Common Interest without the prior written consent of the owner of such Unit, or on the General Common Elements without the consent of all Unit Owners. The powers and rights of the Residential Board and the Hotel Board to borrow money pursuant to the provisions of the Residential By-Laws and the Hotel By-Laws, respectively, is not limited or impaired by the foregoing.

(b) All such borrowing by the Condominium Board shall be by and in the name of the Condominium, and shall expressly provide that no individual Unit Owner (or shareholder, member, director or officer thereof) or Board Member shall be liable (primarily or otherwise) therefor in any respect (including, without limitation, for any fees, expenses, or other liabilities or obligations accruing or to be performed thereunder) unless specifically agreed to in writing by such Unit Owner or Board Member.

2.2.9 Insurance Requirements. The Condominium Board shall make all determinations and take all actions necessary to cause the insurance requirements set forth in Article 11 hereof with respect to the Condominium and Condominium Board to be complied with.

2.3 Number and Terms of Office of Board Members.

2.3.1 At all times, the Condominium Board shall consist of seven (7) individuals as follows: (a) Three (3) Board Members designated by the Hotel Board in accordance with the Hotel By-Laws; (b) Three (3) Board Members designated by the Residential Board in accordance with the Residential By-Laws; and (c) One (1) Board Member designated by the Accessory Unit Owner. The Club Unit Owner shall not have the right to designate a Board Member. Except as otherwise provided in the Condominium Documents, all designations (and substitute and further designations) which are provided for in the Declaration or these By-Laws shall be in writing and shall include an address specified for notice to such designated Board Member. Subject in all events to the provisions of Section 2.4 below, and, as applicable, the provisions of the Residential By-Laws with respect to Condominium Board Members designated by the Residential Board and the provisions of the Hotel By-Laws with respect to the Condominium Board Members designated by the Hotel Board, the term of each Board Member designated from time to time shall expire annually on the anniversary of such Board Member's designation; and, subject to the other provisions of this Section 2.3, the replacement for each such Board Member, which may be the same person, shall be made by such Board Member's Designator. There shall be no limit on the number of terms of office, successive or otherwise, that a Board Member may serve. Notwithstanding the expiration of the term of office of a member of the Condominium Board, such member shall serve until a successor has been elected and qualified.

2.3.2 If more than one (1) Person owns the Accessory Unit, such Persons shall jointly designate the Board Member hereinabove provided to be designated by the owner of the

Accessory Unit. Failing such a joint designation, the concurrence of such Persons shall be conclusively presumed if any one of them purports to make such designation, unless and until a protest of such designation is made by any other such Persons to the Condominium Board. From and after the day such protest is made until the dispute with respect thereto is resolved (which dispute shall be resolved in Arbitration), no such Board Member shall be deemed to have been appointed by the Designator in question; provided, however, that (i) for the limited purpose of determining whether a quorum exists at any meeting of the Condominium Board, such Board Member shall be deemed to have been appointed and Present In Person at any meeting of the Condominium Board and (ii) such protest shall not nullify any vote or action taken by such Board Member prior to such protest being made.

2.4 Resignation and Removal.

2.4.1 Any Board Member may resign at any time by notice given to the President or Secretary of the Condominium Board and to such Board Member's Designator. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.4.2 Any Board Member may be removed from office: (i) for cause, either (x) by the Designator of such Board Member or (y) notwithstanding any protest of such Designator, by a 66 2/3% vote of the Condominium Board; and (ii) without cause, only by the Designator of such Board Member. In the event of any removal described in the immediately preceding sentence, whether with or without cause, the Designator of such Board Member shall have the sole right to designate the replacement of such member.

2.5 Vacancies on Condominium Board. The vacancy of a Board Member's seat on the Condominium Board shall be filled only by designation of the Designator of such member.

2.6 Initial Meeting of Condominium Board; Regular and Special Meetings.

2.6.1 Within no more than ten (10) days following the initial recording of the Declaration in the Register's Office, each Designator shall designate its Board Member(s) by notice given to each other Designator and the first meeting of the Condominium Board shall take place.

2.6.2 Thereafter, regular meetings of the Condominium Board may be held at such time and place in the Borough of Manhattan as shall be determined by the Condominium Board from time to time but at least quarterly. Notice of regular meetings shall be given to each Board Member by the President, Vice President or Secretary of the Condominium Board or by the Condominium's Managing Agent, at least thirty (30) days prior to the day fixed for such meeting which notice shall state the date, time and place (in the Borough of Manhattan) and shall include an agenda therefor.

2.6.3 Special meetings of the Condominium Board may be called by the President or Vice President of the Condominium or by any two (2) Board Members in Good Standing, in each case by giving at least ten (10) Business Days' prior notice to each Board Member, which notice shall state the date, time, place (in the Borough of Manhattan) and purpose (including the agenda) for the meeting. In addition, the President of the Condominium

Board shall, by written notice given in accordance with the last sentence of Section 2.6.2 above, call a meeting of the Condominium Board upon the written request of a Majority of Board Members.

2.7 Principal Offices of Condominium Board. The principal office of the Condominium Board shall be located either within the Property or at such other place in the Borough of Manhattan as may be designated from time to time by the Condominium Board.

2.8 Waiver of Notice. Any Board Member (or his or her proxy) may at any time waive notice of any Condominium Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member (or his or her proxy) at any meeting thereof shall constitute a waiver by such member of notice of the time and place thereof. If all the Board Members (or their proxies) are present at any meeting of the Condominium Board, no notice shall be required and any business may be transacted at such meeting.

2.9 Determinations by Condominium Board; Quorum.

2.9.1 Except as otherwise set forth in Section 2.9.3, all determinations of the Condominium Board shall be made at a meeting of the Condominium Board at which a quorum thereof is Present In Person. Only Board Members in Good Standing shall have the right to vote at meetings of the Condominium Board and only such Board Members shall count for purposes of determining whether a quorum is present. Subject to the preceding sentence, the Presence in Person, at any meeting of the Condominium Board, of Board Members sufficient to cast a Majority Member Vote shall constitute a quorum. Except as may otherwise be required by any Law, these By-Laws and/or the Declaration, a Majority Member Vote, shall constitute the decision of the Condominium Board.

2.9.2 If at any Condominium Board meeting a quorum (as defined in Section 2.9.1 hereof) does not exist, a majority of those present may adjourn the meeting from time to time to a time, in each case specified on at least ten (10) Business Days' notice to the Board Members not Present in Person, until a quorum shall exist. At any such adjourned meeting at which a quorum (determined as aforesaid) exists, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.9.3 A Board Member or Members shall be deemed "Present in Person" at a meeting of the Condominium Board if such Board Member(s) or its/their proxy (as described in this Section 2.9) is/are: (i) physically present; or (ii) participating by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear one another's voice. Notwithstanding anything to the contrary contained herein, any action permitted or required to be taken at a meeting of the Condominium Board, may be taken without a meeting if all Board Members consent thereto in writing.

2.9.4 In the event the Condominium Board or its designee shall own any Unit which is otherwise entitled to designate a Condominium Board Member, then the Condominium Board shall not designate a Board Member to vote on behalf of (or otherwise in connection with) such Unit.

2.9.5 Board Members shall be entitled to vote by proxy at any meeting of the Condominium Board, and all references herein and in the Declaration and/or these By-Laws to votes by Board Members shall be deemed to be references to votes by Board Members or their properly designated proxies. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time as provided at law or by notice actually delivered to such Secretary by the Unit Owner or Board which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of twelve (12) months (except that the designation of a Board Member by a Registered Mortgagee pursuant to clause (i) of the first sentence of Section 13.4(f) hereof shall be effective until the Secretary of the Condominium shall have received written notice from such Registered Mortgagee of the first of the following events to occur: (i) the revocation of such designation by such Registered Mortgagee; (ii) the satisfaction of record of such mortgage; and (iii) the release of the encumbered Unit from the lien of such mortgage).

2.10 Compensation. No Board Member shall receive any compensation from the Condominium or the Condominium Board for acting in the capacity of a Condominium Board Member.

2.11 Liability of Condominium Board and Unit Owners.

2.11.1 (a) To the extent permitted by applicable Laws, no Board Member shall have any personal liability with respect to any contract, act or omission of the Condominium, the Condominium Board or its members, or of any Managing Agent or manager, building engineer, superintendent or employee in connection with the affairs or operation of the Condominium (except to the extent arising from such Board Member's own bad faith, gross negligence or willful misconduct).

(b) Every contract made by the Condominium Board or by any Managing Agent or manager thereof shall state that it is made by the Condominium Board or the Managing Agent or manager only as agent for the Condominium, and that the Board Members or Managing Agent or manager shall have no personal liability thereon and may also state the applicable limitations of liability of Unit Owners provided for in Section 2.11.2 below; and the absence of such statement or statements in any such contract shall not be deemed to imply any personal liability on the part of the Condominium Board, its members, Managing Agent or manager, or any Unit Owner.

(c) The Condominium shall indemnify each Board Member against all Costs arising out of such Board Member's serving in such capacity except those matters arising out of such Board Member's own bad faith, gross negligence or willful misconduct.

(d) The Condominium Board may contract or effect any other transaction with any Board Member, any member of the Residential Board, any member of the Hotel Board, any Unit Owner, Declarant, the Residential Sponsor, Condo Hotel Sponsor and/or Affiliates of any of the foregoing without incurring any liability for self-dealing or otherwise (except in the case of bad faith, gross negligence or willful misconduct which shall not be deemed presumed or established by the relationship between or among any such parties), but all

such contracts or transactions shall be made only in accordance with the provisions of Section 2.17 hereof.

2.11.2 No Unit Owner, in its capacity as a Unit Owner, shall be personally liable for any contract, act or omission of the Condominium. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of General Common Charges or Special Assessments.

2.12 Committees. The Condominium Board may, subject to such limitations and exceptions as the Condominium Board may prescribe, appoint such committees as the Condominium Board may deem appropriate, each to consist of two or more members of the Condominium Board. Each such committee, to the extent provided in the resolution which creates it, shall have and may exercise all the powers designated to it by the Condominium Board during the intervals between Condominium Board meetings insofar as may be permitted by applicable Laws.

2.13 Status of Boards. In addition to the status conferred upon each of the Boards under or pursuant to the provisions of the New York Condominium Act, each independently shall, to the extent permitted by applicable Laws, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York, as the same may be amended from time to time. In the event of the incorporation or organization of any such Board pursuant to the applicable provisions of Section 2.14, the provisions of this Section 2.13 shall no longer be applicable to such Board.

2.14 Incorporation and Organization of Boards. To the extent and in the manner provided in the New York Condominium Act (or as may otherwise be permitted by Law), each of the Condominium Board, the Residential Board and the Hotel Board may, by action of such Board as provided in Article 2 of the Condominium By-Laws, the Residential By-Laws and the Hotel By-Laws, respectively, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that any such Board so organizes or incorporates, it shall have, to the extent permitted by applicable Laws, the status conferred upon it under such statutes in addition to the status conferred upon it under or pursuant to the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation or the articles of organization and operating agreement of such resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Declaration and the applicable set of By-Laws (*i.e.*, for such purpose, the Condominium By-Laws with respect to the Condominium Board, the Residential By-Laws with respect to the Residential Board and the Hotel By-Laws with respect to the Hotel Board) and the provisions of the Declaration and the applicable set of By-Laws shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws or articles of organization and operating agreement, as applicable, and any such certificate, by-laws, articles and agreement shall in all events be subject and subordinate in all respects to the Declaration, the Condominium By-Laws and, with respect to the Residential Board and the Hotel Board, the Residential By-Laws or the Hotel By-Laws, as applicable.

2.15 Condominium Board as Agent of Unit Owners. In exercising its powers and performing its duties under the Declaration and these By-Laws (and, to the extent applicable, the Residential By-Laws and Hotel By-Laws), the Condominium Board shall act as, and shall be, the agent of the Accessory Unit Owner, the Club Unit Owner, the Hotel Board (itself the agent of the Hotel Unit Owners), and the Residential Board (itself the agent of the Residential Unit Owners), subject to and in accordance with the provisions of the Declaration and these By-Laws (and, to the extent applicable, the Residential By-Laws and Hotel By-Laws).

2.16 Affiliate/Prohibited Transactions. Each Condominium Board Member shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by Law, no contract or other transaction between the Condominium Board and either: (i) any of its members; or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of the Condominium Board are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either: (a) any such Condominium Board Member was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved or ratified, or (b) the vote of any such Member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Condominium Board or a majority of the members thereof and noted in the minutes thereof, and the Condominium Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the entire Condominium Board, less the number of such members involved in such contract or transaction; or (2) the fact thereof is disclosed to, or known by, a majority of Unit Owners and a majority of Unit Owners, present at a duly constituted meeting, shall in good faith authorize, approve or ratify such contract or transaction less the number of such Unit Owners who are also such members involved in such contract or transaction; and (3) the contract or transaction is commercially reasonable to the Condominium Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Condominium Board may be counted in determining the presence of a quorum of any meeting of the Condominium Board or of the Unit Owners which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction. Notwithstanding the foregoing, the Condominium Board shall be authorized to employ an affiliate of Declarant as Managing Agent for the Condominium pursuant to Section 2.2.6 of the Condominium By-Laws; initially, and then, subject to reasonable market rate increases, for subsequent renewal terms.

ARTICLE 3

UNIT OWNERS

3.1 Annual Meetings. No annual meeting of all Unit Owners (a "Unit Owners Meeting") shall be required to be held unless required, in each case, by applicable Laws, in which event any such meeting so required to be held shall be held on the date specified by the Condominium Board.

3.2 Place of Meetings. All Unit Owners Meetings required or permitted to be held, if any, shall be held at the principal office of the Condominium or at such other place in the Borough of Manhattan as may be designated from time to time by the Condominium Board.

3.3 Special Meetings. The President or the Vice President of the Condominium shall call a special Unit Owners Meeting if so directed by resolution of the Condominium Board or upon a petition signed and presented to the Secretary of the Condominium by Unit Owners owning Units representing not less than 50% of the aggregate Common Interest of all of Units (but which, in all events, must include at least one (1) of the Transient Hotel Unit Owner or the Accessory Unit Owner). Each such resolution or petition shall state, in reasonable detail, the purposes for calling such Unit Owners Meeting.

3.4 Notice of Meetings and Actions Taken. Notice of annual or special Unit Owners Meetings (in each case, if any) shall be given by the Secretary of the Condominium to all Unit Owners of record at their address at the Condominium (or at such other address as any Unit Owner has designated by notice given to the Secretary of the Condominium at least forty-five (45) days prior to the giving of notice of the applicable meeting). Each such notice shall state the purpose(s) of the meeting and the date, time and place (in the Borough of Manhattan) where it is to be held, and no business shall be transacted at such meeting except as stated in the notice. All notices hereunder shall be given at least ten (10) Business Days prior to the date fixed for the meeting. However, if the business to be conducted at any Unit Owners Meeting shall include consideration of a proposed amendment to the Declaration or to these By-Laws which requires a vote of the Unit Owners at such a meeting, the notice of such meeting shall be given to all Unit Owners, Registered Mortgagees, Residential Mortgagee Representatives and Condo Hotel Mortgagee Representatives at least thirty (30) days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment. The Condominium Board shall have the exclusive right to vote on the matters and take the actions delegated to it by the Condominium Documents.

3.5 Quorum.

3.5.1 Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners representing more than 50% (in Common Interest) of all Unit Owners shall constitute a quorum at all Unit Owners Meetings; provided that the Transient Hotel Unit Owner and/or the Accessory Unit Owner shall each have the absolute right (except in the case of an Emergency) to require an adjournment of any such Unit Owners Meeting (notwithstanding the presence of a quorum) for a period not longer than thirty (30) days.

3.5.2 Subject to Section 3.5.1, if at any Unit Owners Meeting a quorum does not exist, the Unit Owners who are present at such meeting, either in person or by proxy, may act by majority vote to adjourn the meeting and reconvene at a time (specified on at least ten (10) Business Days' notice to the absent Unit Owners). At any such adjourned and reconvened Unit Owners Meeting at which a quorum (determined as aforesaid) exists, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.6 Order of Business. The order of business at all annual Unit Owners Meetings, if any, shall be as follows:

(a) Call to order.

(b) Proof of notice of meeting.

(c) Reading of minutes of preceding meeting, if any.

(d) Reports of officers, if any.

(e) Reports of Board Members.

(f) Reports of committees, if any.

(g) Election of inspectors of election (when so required).

(h) Unfinished business.

(i) New business.

3.7 Voting at Unit Owners Meetings.

3.7.1 Each Unit Owner, or a person designated by each such Unit Owner to act as proxy on its behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit Owner's Unit (determined on a Common Interest basis), as set forth herein and in the Declaration, at all Unit Owners Meetings, if any. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time by notice actually delivered to such Secretary by the Unit Owner which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of twelve (12) months. If a Registered Mortgagee is entitled to vote at a Unit Owners Meeting pursuant to clause (ii) of the first sentence of Section 13.4(f) hereof (which vote may be by proxy), such Registered Mortgagee shall continue to so vote until the Secretary of the Condominium shall have received written notice from such Registered Mortgagee of the first of the following events to occur: (i) the revocation of such designation by such Registered Mortgagee; (ii) the satisfaction of record of such mortgage; and (iii) the release of the encumbered Unit from the lien of such mortgage. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Except as otherwise provided herein or in the Declaration or as otherwise required by Law, a majority of votes duly cast at any Unit Owner's Meeting at which a quorum is present or is not required shall be binding.

3.7.2 If two (2) or more Persons own a Unit, they shall designate one (1) Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under one ballot, without division, and the concurrence of such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken. From and after the day such protest is made until the dispute with respect thereto is resolved (which dispute shall be resolved in Arbitration), the Common Interest of such Unit shall not be voted; provided, however, that (i) such Unit shall be counted solely for determining

whether a quorum is present for such voting and (ii) such protest shall not nullify any vote made by any such Person on behalf of such jointly-owned Unit prior to such protest being made.

3.7.3 At Unit Owners Meetings, the Condominium Board (or its designee) shall not be entitled to vote the Common Interest appurtenant to any Unit owned by the Condominium Board (or such designee) on behalf of all Unit Owners.

3.7.4 Except as otherwise set forth herein or in the Declaration, at all Unit Owners Meetings, if any, each Unit Owner (or its proxy) entitled to vote thereat shall be entitled to cast one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to its Unit or Units. If a matter requires the consent of a Unit Owner prior to its being approved by the Condominium Board, then such action, if and when raised at a Unit Owners Meeting, shall require the consent of such Unit Owner. Notwithstanding any provision of these By-Laws or the Condominium Documents to the contrary, however, a Unit Owner (or his or her or its proxy) shall be entitled and authorized to vote at any Unit Owners Meeting or any other annual, regular or special meeting of any or all Unit Owners if, and only if, such Unit Owner shall be a Unit Owner in Good Standing at the time of such annual, regular or special meeting.

3.8 Voting By Certain Unit Owners or Groups of Units Owners. Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is described in terms of a specified group of Unit Owners (e.g., "50% in Common Interest of all Residential Unit Owners") as opposed to all Unit Owners as a whole, such required percentage shall mean a percentage in terms of the total Common Interests attributable to all Unit Owners within such specified group and not the percentage of Common Interests attributable to all Unit Owners.

ARTICLE 4

OFFICERS

4.1 Designation. (a) The principal officers of the Condominium shall be a President, a Vice President, a Secretary and a Treasurer thereof, all of whom shall be elected by the Condominium Board. The Condominium Board may elect one or more Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries and such other officers as in its judgment may be desirable. Nothing herein shall preclude any officer of the Residential Board or the Hotel Board from also being an officer of the Condominium or any officer of the Condominium from also being an officer of the Residential Board or the Hotel Board, if otherwise qualified under the terms of these By-Laws, the Residential By-Laws or the Hotel By-Laws, as the case may be; and any Condominium Board Member may also be an officer of the Condominium.

(b) An officer of the Condominium need not be a Unit Owner or have any interest therein or be a member of the Condominium Board.

4.2 Election of Officers. The officers of the Condominium shall each be elected annually by a majority vote of the Condominium Board (including at the first meeting thereof)

and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Condominium Board.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by notice given to the Condominium Board; such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make such resignation effective. Upon a majority vote at a regular meeting of the Condominium Board, or at a special meeting of the Condominium Board called for such purpose, at which a quorum is present, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all Unit Owners Meetings and at all meetings of the Condominium Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint subject to the provisions of Section 2.13) committees from among the Board Members and/or Unit Owners, from time to time as such President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Condominium.

4.5 Vice President. The Vice President of the Condominium shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President of the Condominium are unable to act, the Condominium Board shall appoint some other Condominium Board Member to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Condominium Board or by the President.

4.6 Secretary. The Secretary of the Condominium shall keep the minutes of all Unit Owners Meetings, if any, and of all meetings of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board (or in the name of the Managing Agent or manager appointed by the Condominium Board) in such depositories as may from time to time be designated by the Condominium Board and shall, in general but subject to the proviso clause of the first sentence of Section 4.8 below, perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by the President or Vice-President,

acting alone, or by any other two officers thereof or by such other person or persons as may be designated by the Condominium Board. In addition to the foregoing, the Condominium Board may authorize the Managing Agent serving on its behalf to execute checks, provided that the expenditures, and the Managing Agent's paying for same, have been approved in advance by resolution of the Condominium Board or have been authorized by two officers of the Condominium.

4.9 Compensation of Officers. Except as otherwise determined by a unanimous vote of the Condominium Board, no officer of the Condominium shall receive any compensation for acting as such.

4.10 Liability of Officers. To the extent permitted by applicable Laws, no officer of the Condominium shall have any personal liability with respect to any contract, act or omission of the Condominium, the Condominium Board or its members or officers, or of any Managing Agent or manager, building engineer, superintendent or employee in connection with the affairs or operation of the Condominium (except to the extent arising from such officer's bad faith, gross negligence or willful misconduct) including, without limitation: (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as a General Common Expense; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual; (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element; or (c) arising out of theft or otherwise. The Condominium shall indemnify each officer of the Condominium against all Costs arising out of such officer's service in such capacity, except those matters arising out of such officer's bad faith, gross negligence or willful misconduct.

ARTICLE 5

NOTICES

5.1 Notices. Except as otherwise expressly provided in the Declaration or these By-Laws, all requests, notices, reports, demands, approvals and other communications required or desired to be given pursuant to the Declaration and/or the Condominium By-Laws shall be in writing and shall be delivered: (a) if to any of the Boards or Commercial Unit Owners, in person or sent to the principal office of the applicable Board or such Unit Owner, as the case may be (or to such other address as: (i) the applicable Board may designate from time to time, by notice in writing to the other Boards and such other Unit Owners; and (ii) each such Unit Owner may designate from time to time, by notice in writing to each Board and to each other such Unit Owner); and a duplicate shall be sent in like manner to the Managing Agent of the Condominium, of the Residential Section, of the Hotel Section and of each Commercial Unit having a Managing Agent, if any; (b) if to a Residential Unit Owner or Condo Hotel Unit Owner, in person or sent to the address of such Unit Owner at the Building, or to such other address as may have been designated by such Unit Owner from time to time in writing to the applicable Sub-Board; and (if such notice is from a Person other than the applicable Sub-Board) a duplicate shall be sent in like manner to the applicable Sub-Board and Managing Agent, if any, of the Residential Section or Hotel Section, as the case may be; (c) if to a Condominium Board

Member, to the address of such Board Member as shall be specified in the written designation thereof by such individual's Designator (provided that, failing such specification, the address of such Designator shall be deemed to be the specified address for such Board Member), or to such other address as may have been designated by such Board Member from time to time in writing to the Secretary of the Condominium Board and to the other Condominium Board Members; and (d) if to the Registered Mortgagees, Residential Mortgagee Representatives and Condo Hotel Mortgagee Representatives, either delivered in person or sent to their respective addresses, as designated by them from time to time in writing to the Condominium Board, the Residential Board or the Hotel Board, as the case may be. All notices delivered in person (to the extent permitted herein) shall be deemed to have been given when delivered in person. Unless other means of giving certain notices are specifically required or permitted pursuant to the Condominium Documents, all notices which are "sent" shall be sent either (x) by registered or certified mail, return receipt requested, and shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first Business Day (for domestic delivery) and the third Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received.

5.2 Waiver of Service of Notice; Consent to Other Notices. Whenever any notice is required to be given by applicable Laws or the Condominium Documents, 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 effective as a waiver thereof and no such notice shall be required. Additionally, any Person may consent (with respect to notices given to it) to additional means of service including, without limitation, transmission by facsimile or electronic means. Such consent, if given, shall in all events be in writing and given and treated as if the same were a change of address (as described in Section 5.1 above). With respect to notices given by facsimile, the transmission shall be to a telephone number designated for such purpose. Notices sent by facsimile shall be deemed to have been given upon receipt by the sender of a signal from the equipment of the Person served confirming that the transmission was received. A Person may change or rescind a facsimile telephone number by giving notice thereof to the Condominium Board, the Residential Board, the Hotel Board and each Commercial Unit Owner. With respect to notices given by electronic transmission (*e.g.*, e-mail), the transmission shall be in a manner authorized by the Person consenting to such transmission. The foregoing provisions of this Section 5.2 are intended to facilitate additional means of notification and shall not be construed to permit any Person to refuse receipt of any notices given in any of the manners specified in Section 5.1.

5.3 Notices by a Residential Unit Owner or Hotel Unit Owner to its Applicable Sub-Board. Notwithstanding anything contained in this Article 5, all notices required or desired to be given by a Residential Unit Owner or Hotel Unit Owner to such Unit Owner's applicable Sub-Board or to another Unit Owner with such Unit Owner's Section shall be given in the manner prescribed in the applicable Sub-By-Laws; however, any additional or duplicate notices required thereunder to be given to any Board and/or any other Unit Owner shall be given in any of the manners herein provided.

5.4 Record of Addresses.

5.4.1 The Condominium Board shall keep and maintain correct, current and complete records containing the names and addresses of all Condominium Board Members (and their proxies, if any), each Commercial Unit Owner, the Residential Board (and its members), the Hotel Board (and its members), Registered Mortgagees, Residential Mortgagee Representatives and Condo Hotel Mortgagee Representatives. The foregoing records shall be in written form or in any other form capable of being converted into written form within a reasonable time. A Condominium Board Member, a Unit Owner, the Residential Board, the Hotel Board, any Registered Mortgagee or Residential Mortgagee Representative or Condo Hotel Mortgagee Representative shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at such Person's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to such Person's interest in the Condominium.

5.4.2 Each Sub-Board shall keep and maintain correct, current and complete records containing the names and addresses of all of its members, all of its applicable Unit Owners and Mortgagee Representatives. The foregoing records shall be in written form or in any other form capable of being converted into written form within one Business Day. The Condominium Board shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at the Condominium Board's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to the exercise and fulfillment of the Condominium Board's rights and obligations, respectively.

ARTICLE 6

GENERAL COMMON EXPENSES AND CHARGES; BUDGETS; MAINTENANCE OBLIGATIONS AND COSTS; UTILITIES

6.1 Determination of General Common Expenses and Fixing of General Common Charges.

6.1.1 (a) The Condominium Board shall determine and allocate all costs and expenses incurred by the Condominium Board in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the General Common Elements (all such costs and expenses, together with all other items which are provided for in these By-Laws and the Declaration to be General Common Expenses, the "General Common Expenses"). From time to time, but at least once per year, the Condominium Board will prepare a budget ("Budget") for setting forth its projection of General Common Expenses and will allocate the General Common Expenses among the Accessory Unit, the Club Unit, the Hotel Section (as a whole) and the Residential Section (as a whole) (each, a "General Common Charge Obligor") and assess charges ("General Common Charges") accordingly to meet the General Common Expenses. General Common Charges shall also be deemed to include any Special Assessment imposed by the Condominium Board. Except as otherwise expressly set forth in the Declaration or the Condominium By-Laws, the allocation of General Common Expenses among the General Common Charge Obligors shall be made as shown in Exhibit 2 annexed hereto and made a part hereof (the "Expense Allocation Schedule"). The Condominium Board shall advise the General

Common Charge Obligors promptly in writing of the amount of General Common Charges payable by each of them and shall furnish to such parties copies of each Budget on which such General Common Charges are based.

(b) The allocations methodology for the General Common Charges set forth on the Expense Allocation Schedule shall not change, except pursuant to Article 11 hereof.

(c) Pending the resolution in Arbitration of any dispute with respect to the allocation of General Common Expenses, the allocation to the affected General Common Charge Obligors of the disputed components of the General Common Expenses shall remain as determined by the Condominium Board, provided that upon such resolution, any resulting change in the allocation of such General Common Expenses shall be effective retroactive to the effective date of the allocation or re-allocation that gave rise to the dispute.

6.1.2 The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of General Common Charges allocated to and payable by the General Common Charge Obligors, and may modify its prior determination of the General Common Expenses for any fiscal year so as to increase or decrease the amount of General Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of General Common Expenses shall have a retroactive effect on the amount of General Common Charges payable for any period prior to the date of such new determination. However, a prior period's deficit may be included in General Common Charges for a subsequent period or paid from a Special Assessment levied against all General Common Charge Obligors.

6.1.3 The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the General Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any General Common Charge Obligor from the obligation to pay General Common Charges. In such event, the General Common Charges that were computed on the basis of the General Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the General Common Charges payable until a new determination of the General Common Expenses shall be made.

6.1.4 In addition to the foregoing duty to determine the amount of and assess General Common Charges, the Condominium Board shall have the right to levy special assessments ("Special Assessments") to meet the General Common Expenses. All Special Assessments shall be levied against all General Common Obligors equitably in proportion to: (a) their respective Common Interests, or (b) the anticipated benefit(s) to the affected Unit Owners, as determined by the Condominium Board. The Condominium Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of General Common Charges.

6.1.5 Except as otherwise set forth to the contrary herein or in the Declaration, the excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any General Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Condominium Board, as agent for and on behalf of the Unit Owners, and shall constitute income

of the Unit Owners. Notwithstanding any provision contained in these Condominium By-Laws or in the Declaration to the contrary, in no event shall any rent, profit or revenue derived from the rental or use of any space in the Building be deemed to be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

6.1.6 There shall be no right of a General Common Charge Obligor or a Unit Owner to reduce its General Common Charges by opting out of any services or waiving any benefits provided by the Condominium Board.

6.1.7 Except as otherwise provided herein, all costs and expenses in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Residential Limited Common Elements and the Residential Section generally (the "Residential Common Expenses") shall be determined and incurred and paid by the Residential Board, and borne by the Residential Unit Owners in the manner determined by the Residential Board, but in all events in accordance with the Residential By-Laws. The Residential Board shall be the sole holder of any lien for unpaid General Common Charges, Residential Common Charges or Special Assessments that may be allocated to and/or assessed individually against Residential Unit Owners.

6.1.8 The Residential Common Charges collected by the Residential Board shall, in all instances, first be payable by the Residential Board to the Condominium Board in payment of the Residential Section's allocated share of General Common Charges and before application for any other purpose. If such priority of payment fails to occur, the Condominium Board shall have the right, without limitation, and in addition to all other remedies available at law, to avail itself of the remedy of specific performance with respect to the obligations of the Residential Board.

6.1.9 Except as otherwise provided herein, all costs and expenses in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Hotel Limited Common Elements and the Hotel Section generally (the "Hotel Common Expenses") shall be determined and incurred and paid by the Hotel Board, and borne by the Condo Hotel Unit Owners in the manner determined by the Hotel Board, but in all events in accordance with the Hotel By-Laws. The Hotel Board shall be the sole holder of any lien for unpaid General Common Charges, Hotel Common Charges or Special Assessments that may be allocated to and/or assessed individually against the Condo Hotel Unit Owners.

6.1.10 The Hotel Common Charges collected by the Hotel Board shall, in all instances, first be payable by the Hotel Board to the Condominium Board in payment of the Hotel Section's allocated share of General Common Charges and before application for any other purpose. If such priority of payment fails to occur, the Condominium Board shall have the right, without limitation, and in addition to all other remedies available at law, to avail itself of the remedy of specific performance with respect to the obligations of the Hotel Board.

6.2 Payment of General Common Charges. All General Common Charge Obligors shall be obligated to pay General Common Charges assessed by the Condominium Board pursuant to the provisions of Section 6.1 at such time or times (but not less than monthly) as the

Condominium Board determines. Unless otherwise determined by the Condominium Board, General Common Charges shall be payable monthly, in advance, on the first day of each month.

6.3 Maintenance Obligations; Costs of Same.

6.3.1 General. Except as otherwise provided in the Declaration or these By-Laws (including, without limitation, Section 6.1.2 and Article 8 hereof), all operation, care, upkeep, maintenance, insurance, Repairs and Alterations, painting and decorating, whether structural or non-structural, ordinary or extraordinary, including, without limitation, with respect to the building systems and other plumbing, heating, ventilating, electrical (including emergency power systems), air-conditioning and telecommunications systems, fixtures, Equipment and appliances:

(a) in or of the Residential Section (but excluding any General Common Elements that may be included therein, as and to the extent provided in these By-Laws) shall be made or performed in the manner, and by and at the sole cost and expense of the Residential Unit Owners, as is provided for, described and allocated within the Residential By-Laws;

(b) in or of the Hotel Section (but excluding any General Common Elements that may be included therein, as and to the extent provided in these By-Laws) shall be made or performed in the manner, and by and at the sole cost and expense of the Hotel Unit Owners, as is provided for, described and allocated within the Hotel By-Laws;

(c) in or of and exclusively relating to a Unit (but excluding any Common Elements that may be included therein, as and to the extent provided in these By-Laws) shall be made or performed by the Unit Owner thereof at its sole cost and expense; and

(d) in or of the General Common Elements shall be made or performed by the Condominium Board and the cost and expense thereof shall be charged as a General Common Expense to the General Common Charge Obligors as and in the manner provided in these By-Laws.

6.3.2 Exceptions. Notwithstanding the provisions of Section 6.3.1:

(a) Negligence; Fault. In the event and to the extent that any operation, care, upkeep, maintenance, Repair and Alteration, painting and decorating, whether structural or non-structural, ordinary or extraordinary (collectively, any "Necessary Work"), is required to be made or performed, or any increase in insurance premiums is required to be paid, the entire cost thereof (the "Resulting Cost") with respect to the General Common Elements as a result of the negligence, misuse, neglect or abuse of: (i) the Residential Board or its Occupants or Permittees (including, for the purposes of this Section, the Residential Unit Owners), the Resulting Cost shall be borne by the Residential Board as an obligation of such Board (but the Residential Board may for its own purposes allocate such cost to one or more Residential Unit Owners if such cost is attributable to such Unit Owner(s), or as otherwise provided in the Residential By-Laws); (ii) the Hotel Board or its Occupants or Permittees (including, for purposes of this Section, the Hotel Unit Owners), the Resulting Cost shall be borne by the Hotel Board as an obligation of such Board (but the Hotel Board may for its own purposes allocate

such cost to one or more Hotel Unit Owners if such cost is attributable to such Unit Owner(s), or as otherwise provided in the Hotel By-Laws); (iii) the Accessory Unit Owner or its Occupants or Permittees, the Resulting Cost shall be borne entirely by the Accessory Unit Owner; or (iv) the Club Unit Owner or its Occupants or Permittees, the Resulting Cost shall be borne entirely by the Club Unit Owner; except, with respect to all of the foregoing in each case, to the extent that the Resulting Cost is covered by the proceeds of any insurance actually maintained, or would have been so covered had the insurance that was required to be maintained pursuant to the provisions of these Condominium By-Laws, the Residential By-Laws or the Hotel By-Laws actually been maintained. The Resulting Cost shall not be deemed covered by insurance proceeds pursuant to the preceding sentence to the extent of any applicable deductibles. The foregoing shall not give rise to any claim on the part of any Person for consequential, special, exemplary or punitive damages.

(b) Cleaning of Windows. The washing and cleaning of interior glass surfaces of the exterior windows in each Unit shall be the responsibility of the respective Unit Owners. All window interiors shall be cleaned a minimum of five times per calendar year. The Condominium Board may from time to time enforce the responsibility of Unit Owners to wash and clean the interior surfaces of windows located in their respective Units. The exterior glass surfaces of the exterior windows in each Unit will be washed and cleaned: (i) by the Residential Board with respect to the windows of the Residential Section (and the cost thereof allocated as a Residential Common Expense); (ii) by the Hotel Board with respect to the windows of the Hotel Section (and the cost thereof allocated as a Hotel Common Expense); and (iii) by the Accessory Unit Owner and the Club Unit Owner with respect to the windows of their respective Units. All other windows of the Building shall be washed and cleaned at the direction of the Condominium Board and the cost thereof charged as a Common Expense of all General Common Charge Obligors.

(c) Replacement of Windows. Any replacement of exterior glass windows in the Building, all of which are General Common Elements, because of breakage or otherwise, shall be made by and at the expense of the Person charged (as set forth in subsection (b) above) with the cleaning thereof (although each of the Residential Board and the Hotel Board may allocate and assess the cost thereof in accordance with the terms of the applicable Sub-By-Laws). The cost of any window replaced by the Condominium Board shall be charged to the General Common Charge Obligors as a General Common Expense, on an allocated basis (as shown on the Expense Allocation Schedule), unless such breakage is caused by or attributable to the negligence, misuse or abuse of a Board or a Unit Owner or its Occupants or Permittees, in which event such replacement of glass windows shall be made by the Condominium Board and the cost thereof shall be allocated as described in subsection 6.3.2(a) above.

(d) Certain General Common Elements. Subject to the foregoing terms of this Section 6.3.2 and Article 8 of these By-Laws and Article 15 of the Declaration, all operation (including the cost of any utilities), care, upkeep, maintenance, Repairs and Alterations (subject to the next sentence), and painting and decorating, of any General Common Element over which any Unit Owner has exclusive control and an exclusive right to use (*e.g.*, roof terrace), shall be made by the applicable Unit Owner having such control and right (as provided in Article 15 of the Declaration) at its/their sole cost and expense, but in each case subject to the reasonable approval of the Condominium Board. Subject to Sections 6.3.2(a) and 8.3 hereof,

any structural or extraordinary Repairs or Alterations of or to such category of General Common Elements shall be made by the Condominium Board and charged to the General Common Charge Obligors as a General Common Expense and allocated as shown on the Expense Allocation Schedule. Additional requirements regarding the maintenance and Repair of terraces appurtenant to Residential Units and/or Hotel Units are addressed in the applicable set of Sub-By-Laws.

(e) Roofs; Roof Telecom Platforms. Although maintenance and Repairs of the roof, as General Common Elements, shall be made by the Condominium Board and chargeable to the General Common Charge Obligors as a General Common Expense, if the Transient Hotel Unit Owner exercises its rights under Article 15 of the Declaration to install and erect a Roof Telecom Platform, which shall be a Hotel Limited Common Element on the roof of the Condominium, then the maintenance and Repair of any such Roof Telecom Platform, whether ordinary or extraordinary in nature, shall be the obligation of, and the expense thereof shall be borne by, the Transient Hotel Unit Owner.

6.3.3 Manner of Performing Maintenance and Repairs. All maintenance and Repairs by any Unit Owner or Board shall be made in accordance with the applicable provisions of Article 8 hereof as if the references therein to Alterations were references to maintenance and Repairs.

6.3.4 Standard of Maintenance. Each Unit (and all portions thereof), each Residential Limited Common Element, Hotel Limited Common Element and the General Common Elements shall be kept and maintained in a good and proper manner, consistent with standards of maintenance and appearance as are commensurate with other similar properties in the vicinity of the Building, by whichever Person is responsible for the maintenance and Repair thereof under the Condominium Documents; and each such Unit Owner or Board shall promptly make or perform, or cause to be made or performed, all maintenance work, Repairs, Alterations, painting or decoration as are necessary in connection therewith and to ensure that such Unit, Residential Limited Common Element, Hotel Limited Common Element and General Common Element meets or exceeds such standards.

6.4 Utility Services. Utilities are provided and supplied to the Property and are distributed within the Building to each "Utility Service Area" and to the General Common Elements, and shall be paid for, as hereinafter set forth. For purposes of this Section 6.4, a "Utility Service Area" means the Accessory Unit, the Club Unit, the Hotel Section and the Residential Section.

6.4.1 Electricity.

(a) General. Electricity service for the Building will be provided by Consolidated Edison Company of New York, Inc. ("Con Ed") or other utility company/ies or supplier(s) from time to time serving the Property and distributed to and for each Utility Service Area. Each of the Residential Section, Hotel Section, Accessory Unit and Club Unit has its own direct Con Edison electricity meter. Each Residential Unit and each Condo Hotel Unit will be separately sub sub-metered through a computerized sub-metering system. Each General Common Charge Obligor shall be required to make payment therefor to the Condominium Board

which shall be responsible for paying the utility company/ies or supplier(s) supplying such electricity.

(b) Direct Metering. Notwithstanding the foregoing, in the event and to the extent that any General Common Charge Obligor shall at any time have or arrange to have all or some of its electricity service supplied directly and exclusively to and for all or any portion of its Utility Service Area, by Con Ed or another utility or supplier, the cost of such electricity shall be paid by such General Common Charge Obligor directly to such supplier and the Condominium Board shall not be obligated to pay any part of any cost required for such direct electric service.

6.4.2 Gas. Gas for the Building will be supplied by Con Edison or other utility company/ies or supplier(s) from time to time serving the Property. Each General Common Charge Obligor (or other Person) having or arranging to have gas service supplied and metered directly to all or any portion of its Utility Service Area shall pay the cost of such gas service directly to the applicable utility company or supplier and the Condominium Board shall not be obligated to pay any part of any cost required for such direct gas service.

6.4.3 Domestic Water; Sewer Rents. Domestic water and sewer services for the Building shall be supplied by The City of New York or other utility servicing the Property. Domestic water supplied to each General Common Charge Obligor will be sub-metered. Each General Common Charge Obligor shall be required to make payment therefore to the Condominium Board, which shall be responsible for paying the Domestic water and sewer charges to the City of New York.

6.4.4 Chilled Water. Chilled water (for air conditioning) will be provided by the Condominium by new electric centrifugal chillers have a total rated capacity of 1,140 tons. Chilled water used for the Common Elements, the Hotel Section and the Club Unit will be metered and such chilled water will be provided to the Residential Section, as needed, and the costs and charges therefore will be allocated accordingly.

6.4.5 Steam. Steam service for the Building will be supplied by Con Edison or other utility company/ies or supplier(s) from time to time serving the Property. Steam supplied to each General Common Charge Obligor will be sub-metered. Each General Common Charge Obligor shall be required to make payment therefore to the Condominium Board, except for the Residential Board, which will purchase the steam directly from Con Edison in bulk.

6.4.6 Utilities for General Common Elements. The usage and consumption of electricity, gas, domestic water, sewer service, chilled water and any other utility by, for or in respect of the General Common Elements will be separately metered, submetered or otherwise determined and the costs and charges therefor will be allocated among the General Common Charge Obligors as a General Common Expense in accordance with the Expense Allocation Schedule.

6.4.7 Utility Costs Payable as General Common Charges. The Condominium Board may require each General Common Charge Obligor to pay monthly in advance to the Condominium Board the charges reasonably estimated or anticipated as being attributable to

each such General Common Charge Obligor with respect to such utilities. All such estimated charges shall be subject to periodic adjustment based upon actual usage.

6.4.8 Meter Readings.

(a) The Condominium Board shall, as necessary, engage the services of a reputable meter reading and/or billing company to act on its behalf in properly billing and accounting for each General Common Charge Obligor's share of utility costs reimbursable to the Condominium Board.

(b) All such billings to General Common Charge Obligors by or on behalf of the Condominium Board with respect to metered or submetered utilities shall be at the Building's and/or Condominium Board's cost; except that the allocable cost of reading the meters or submeters of each General Common Charge Obligor may be added to the charges payable to the Condominium Board by each such General Common Charge Obligor.

6.4.9 Further Submetering. Each General Common Charge Obligor shall have the right to sub-submeter or allocate, as applicable and as determined in its sole discretion, all or any portion of the utilities within its Utility Service Area and, to bill or otherwise collect amounts from its Occupants, Residential Unit Owners or Hotel Unit Owners, as the case may be, with respect thereto. The individual Residential Unit Owners shall pay their share of their Residential Section's utility costs to the Residential Board in the manner provided in the Residential By-Laws. The Hotel Unit Owners shall pay their share of the Hotel Section utility costs to the Hotel Board in the manner provided in the Hotel By-Laws. No such sub-submetering or other allocations or arrangements made by a General Common Charge Obligor, however, shall affect or diminish the primary obligation of such General Common Charge Obligor to the Condominium Board with respect to any such charges, as applicable.

ARTICLE 7

REAL ESTATE TAXES; TAX CERTIORARI PROCEEDINGS

7.1 Real Estate Taxes; Impositions.

7.1.1 Until the Units are separately assessed and billed for real estate tax purposes, the Condominium Board will pay all real estate taxes with respect to the Property to the Department of Finance of The City of New York (or directly to Declarant if and to the extent Declarant has paid such taxes) and allocate the cost thereof (and all refunds thereof) among all the Units as hereafter set forth. The Condominium Board will first allocate such taxes to each General Common Charge Obligor in accordance with their respective proportionate Common Interests. The allocation of the Property's taxes to the Residential Section as a whole will then be pro-rated among the individual Residential Units in the manner set forth in the Residential By-Laws. The allocation of the Property's taxes to the Hotel Section as a whole will then be pro-rated among the Hotel Unit Owners in the manner set forth in the Hotel By-Laws. The General Common Charge Obligors shall be responsible and shall pay the Condominium Board for their respective allocated shares (determined as aforesaid), which payments shall be payable as if the same were General Common Charges and will be due at least ten (10) Business Days

prior to the due date of such taxes. Such taxes will be paid by the Condominium Board in a timely manner so that no lien will be placed on the Property or on any Unit. A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from, the non-payment of real estate taxes assessed against or allocated to any other Unit(s). Each Unit Owner shall be responsible for the Impositions payable in respect of its Unit.

7.2 Tax Certiorari Proceedings. The Condominium Board, on behalf of and as agent for the Commercial Unit Owners, shall commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to such Unit Owners' Units but only to the extent requested and authorized to do so, in writing, by the applicable Commercial Unit Owner, and provided such Unit Owner indemnifies the Condominium Board and the other Unit Owners from and against all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings. During the pendency of any such proceedings, the Unit Owner(s) making such request to the Condominium Board and joining therein shall share in the costs thereof in relative proportion to their respective Common Interest; and upon the conclusion of any such proceedings, such Persons shall, after retroactive adjustment for any overpayments or underpayments as a result of prior sharing on the basis of Common Interest, share in the costs thereof in relative proportion to the benefits derived by such Unit Owners therefrom. In the event any such Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Condominium Board, if necessary or desirable for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner (at such Unit Owner's cost and expense) in pursuing, such reduction, provided that such Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings. Certiorari proceedings to obtain reduced real estate tax assessments with respect to the Residential Units shall be commenced, pursued, compromised and settled as and to the extent set forth in the Residential By-Laws. Certiorari proceedings to obtain reduced real estate tax assessments with respect to the Condo Hotel Units shall be commenced, pursued, compromised and settled as and to the extent set forth in the Hotel By-Laws.

ARTICLE 8

ALTERATIONS

8.1 Alterations to Units.

8.1.1 Except as otherwise provided in the Declaration, no Unit Owner (other than Declarant or its designee, or Residential Sponsor or Condo Hotel Sponsor or their respective designee(s) as the owner of Unsold Residential Units or Unsold Hotel Units, as the case may be) shall make any Alteration or Repair in or to its Unit if the same would affect the structure or systems of the Building, without the prior written approval of the Condominium Board, which approval will not be unreasonably withheld. Prior to, and as a condition of, the granting of its consent to the making of any such Alteration or Repair in or to a Unit (to the extent such consent is required), the Condominium Board, at its option, may require the Unit Owner to execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such Alteration may be made.

8.1.2 All Repairs which would affect the structure or systems of the Building and all Alterations to any Unit shall be made in accordance with plans and specifications, which plans and specifications shall be subject to review and approval by the Condominium Board. All Alterations shall be performed: (i) at the Unit Owner's sole cost and expense; (ii) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees or other contractors or subcontractors employed in the Units or the Building; (iii) during only such days and hours as may be specified by the Condominium Board in its reasonable judgment; (iv) only after obtaining such insurance, naming the Condominium Board and its Managing Agent, the Residential Board and its Managing Agent, and the Hotel Board and its Managing Agent as additional insureds, as the Condominium Board may require; (v) employing such architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the Managing Agent's then approved list, as such list may change from time to time, in the sole discretion of the Condominium Board; and (vi) in compliance with the Declaration, these By-Laws, the Residential By-Laws (including the Residential Rules and Regulations), as applicable, the Hotel By-Laws (including the Hotel Rules and Regulations), as applicable, and the General Rules and Regulations, if any, the overall Building standards and all Laws.

8.1.3 The Unit Owner performing or causing, permitting or suffering such Alterations to be performed shall, if required by the Condominium Board, pay the cost of (x) any necessary amendment of the Declaration and the floor plans of the Condominium, if appropriate, to reflect any such Alterations, (y) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (and copies thereof shall be delivered to the Condominium Board promptly after the issuance thereof and prior to the commencement of any Alterations or Repairs), and obtaining any amendment to the Certificate of Occupancy for such Unit, if necessary, and (z) any architectural, engineering and legal fees incurred by the Condominium Board in connection with such work. Neither the Condominium Board nor any Unit Owner (other than the Unit Owner making or causing, permitting or suffering any Alterations to be made in or to its Unit) shall incur any liability, cost, or expense either: (a) in connection with the preparation, execution, or submission of the applications referred to above; (b) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made or caused, permitted or suffered to be made by any Unit Owner; (c) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (d) arising out of a Unit Owner's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, these By-Laws, the Residential By-Laws (including the Residential Rules and Regulations), as applicable, the Hotel By-Laws (including the Hotel Rules and Regulations), as applicable, and the General Rules and Regulations, if any, and all Laws insofar as the same relates to Alterations. A Unit Owner making or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify and hold the Condominium Board and its Managing Agent, the Residential Board and its Managing Agent, the Hotel Board and its Managing Agent and all other Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage or injury, whether direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

8.1.4 Any application to any department of the City of New York or to any other governmental authority having jurisdiction thereof for a permit to make an Alteration in or to any Unit so approved by the Condominium Board shall, if required by law or such department or authority, be executed by the Condominium Board, provided that the Condominium Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, supplier, architect or engineer on account of such Alteration or to any person having any claim for injury to person or damage to property arising therefrom.

8.1.5 Notwithstanding anything to the contrary contained in this Section 8.1 (but subject to all Laws), however, Declarant, the Sponsors and their designees shall have the right pursuant (and subject) to the terms of the Declaration, without the approval of any Board, to: (i) make any Alterations and Repairs in or to any Unsold Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary; and (ii) subdivide, combine and change the boundary walls of Unsold Units. Additionally, an initial purchaser of an Unsold Unit shall have the right, without the approval of the Board, to make any Alterations in or to its Unit, provided that Declarant, the applicable Sponsor or their designee has consented to the same in writing at or prior to the initial closing of title to such Unit, and that such purchaser complies with all of the other requirements of this Article 8.

8.1.6 In addition to the requirements set forth above in this Section 8.1, until a permanent Certificate of Occupancy is obtained for the Building, no Unit Owner shall make any Alterations in or to its Unit without first notifying Declarant and the Sponsors of the same in writing and complying with Declarant's and the applicable Sponsor's reasonable requirements with respect to the same. Such requirements may include, but need not be limited to, the requirements that:

(a) such work not include any change that would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Building, or any amendment to, or extension of, the same if theretofore issued;

(b) the Unit Owner posts a bond or other similar security that is reasonably acceptable to Declarant or the applicable Sponsor in an amount sufficient (in Declarant or such Sponsor's reasonable judgment) to insure the diligent completion of the work and the filing of any required notices or certificates with respect to such work and the completion of the same with all governmental authorities having jurisdiction;

(c) such work not be commenced until the Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all governmental authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Declarant and the applicable Sponsor;

(d) such work be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(e) Declarant and the applicable Sponsor and their representatives shall be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(f) promptly after the completion of such work, all necessary inspections and approvals of the same shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate governmental authorities and Declarant and the applicable Sponsor shall be given a copy of all such inspections, approvals, notices and certifications;

(g) the Unit Owner shall indemnify and hold Declarant and the Sponsors harmless from any cost, expense, claim, or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim, or liability incurred or suffered by the Sponsors due to any violation of a Legal Requirement or due to any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued) as a result of such work or the failure to make all appropriate governmental filings in connection with the same; and

(h) all contractors shall be duly licensed to the extent required by applicable Laws and, if required under any contract with any union whose members are performing services at the Building (including, without limitation, services directly or indirectly at the behest, for the benefit, or for the account of Declarant or the Sponsors, any other Unit Owner, or Board), such work shall be performed solely by union members.

8.1.7 If any Unit Owner commences any such Alterations in violation of the foregoing terms and conditions, or fails to comply with the reasonable requirements of Declarant or the applicable Sponsor in connection with the same, Declarant or the applicable Sponsor, as the case may be, shall be entitled to cause such work by the Unit Owner to be halted, including, without limitation, to cause the Managing Agent to deny access to the Building to the Unit Owner's workers and suppliers, until the Unit Owner complies with the same. During the period until such Unit Owner is permitted hereunder to resume its work, Declarant and the applicable Sponsor shall have the right to perform any and all work in and to such Unit Owner's Unit as shall be necessary, in Declarant or the applicable Sponsor's sole judgment, in order to avoid any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Unit Owner. The cost and expense of any such work performed by Declarant or such Sponsor, as the case may be, shall be borne by such Unit Owner and shall be paid to Declarant or such Sponsor, as applicable, within fifteen (15) days of written demand therefor.

8.2 Alterations to Residential Units. Unless otherwise provided in the Residential By-Laws, the Residential Board shall have the exclusive right to make Alterations to the Residential Limited Common Elements. In addition, subject in all events to the provisions hereof regarding conflicting terms, Alterations to the Residential Units and the Residential Limited Common Elements shall be further subject to such additional terms, conditions and requirements as may be contained in the Residential By-Laws from time to time or as shall be imposed by the Residential Board (including, without limitation, requiring that any approvals or consents required or permitted to be obtained by a Residential Unit Owner from the

Condominium Board, a Unit Owner other than another Residential Unit Owner or the Hotel Board be obtained by the Residential Board on the Residential Unit Owner's behalf). Any of the foregoing requirements and authority of the Condominium Board set forth in Section 8.1 may be delegated by the Condominium Board to the Residential Board with the agreement of the Residential Board.

8.3 Alterations to Transient Hotel Unit or Condo Hotel Units. Unless otherwise provided in the Hotel By-Laws, the Hotel Board shall have the exclusive right to make Alterations to the Hotel Limited Common Elements. In addition, subject in all events to the provisions hereof regarding conflicting terms, Repairs to and Alterations of the Condo Hotel Units and the Hotel Limited Common Elements shall be further subject to such additional terms, conditions and requirements as may be contained in the Hotel By-Laws from time to time or as shall be imposed by the Hotel Board (including, without limitation, requiring that any approvals or consents required or permitted to be obtained by the Condo Hotel Unit Owner from the Condominium Board, a Unit Owner other than another Condo Hotel Unit Owner, or the Residential Board be obtained by the Hotel Board on the Condo Hotel Unit Owner's behalf). Repairs to and Alterations of the Transient Hotel Unit shall be subject only to the requirements set forth herein and in the Declaration and applicable Law. Any of the foregoing requirements and authority of the Condominium Board set forth in Section 8.1 may be delegated by the Condominium Board to the Hotel Board with the agreement of the Hotel Board.

8.4 Alterations to General Common Elements.

8.4.1 Cost and Approval. Alterations in or to any General Common Element may be made only by the Condominium Board, authorized in accordance with the provisions hereof and the cost thereof shall be charged to the General Common Charge Obligors in accordance with Article 6 hereof.

8.4.2 Without Consent of Affected Unit Owner(s) or Board(s). Notwithstanding any other provision of the Condominium Documents, to the extent that any Alteration (including Repair) of the General Common Elements is necessary to comply with Laws or Insurance Requirements, or for the health or safety (but not the general comfort or welfare) of the Unit Owners or their Occupants or Permittees or in the case of an Emergency, the Condominium Board may make and perform the same without the consent of any Unit Owner(s) or any other Board that would, or whose Unit(s) or Limited Common Elements would, be affected thereby.

8.5 Subdivision and Combination of Commercial Units. Each of the Commercial Unit Owners will have the right to alter, divide, subdivide and combine portions of its Unit (including, without limitation, subdividing the Transient Hotel Unit and establishing the resulting Units as additional Hotel Condo Units) subject to the provisions of all applicable Laws, the Declaration and these By-Laws.

ARTICLE 9

MECHANIC'S LIENS, VIOLATIONS; COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS; HAZARDOUS MATERIALS

9.1 Mechanic's Liens. In the event that any mechanic's lien is filed against any Unit or other portion of the Property as a result of services provided or materials furnished to, or Alterations or Repairs or other work performed for: (a) the Accessory Unit Owner or Club Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to all or any portion of its Unit; a Hotel Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to all or any portion of its Unit, or any Hotel Limited Common Elements over which it exercises exclusive control pursuant to the Hotel By-Laws; or a Residential Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to its Unit, or any Residential Limited Common Elements over which it exercises exclusive control pursuant to the Residential By-Laws (each such Unit Owner, for purposes of this Section 9.1, being referred to as the "Lien-Causing Unit Owner"); (b) the Residential Board (or its Managing Agent or such Board's Occupant's or Permittees) with respect to the Residential Limited Common Elements (other than those over which one or more Residential Unit Owners exercises exclusive control pursuant to the Residential By-Laws) or any Residential Unit owned by the Residential Board or its designee; or (c) the Hotel Board (or its Managing Agent or such Board's Occupant's or Permittees) with respect to the Hotel Limited Common Elements (other than those over which one or more Hotel Unit Owners exercises exclusive control pursuant to the Hotel By-Laws) or any Hotel Unit owned by the Hotel Board or its designee; (d) the Condominium Board (or its Managing Agent or such Board's Occupants or Permittees) with respect to the General Common Elements or any Unit owned by the Condominium Board or its designee (in each such case (b), (c) or (d), for purposes of this Section, such Board being referred to as the "Lien-Causing Board"), or alleged to have been provided or furnished to, or performed for, any such Lien-Causing Unit Owner or Lien-Causing Board, as the case may be, then such Lien-Causing Unit Owner or Lien-Causing Board shall promptly notify the Condominium's Managing Agent (or, if there is no Managing Agent, the Condominium Board) of same, and shall cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting a bond or other security as shall be required by law to obtain such release and discharge, in each case within sixty (60) days after receiving from the Residential Board, Hotel Board or Unit Owner whose Unit (and/or Residential Limited Common Element or Hotel Limited Common Element, as applicable) has been adversely affected by such mechanic's lien, or from the Condominium Board if any General Common Elements have been adversely affected by such mechanic's lien, a notice (a "Lien Notice") identifying the lien and requesting that the same be released or discharged, failing which: (y) the Condominium Board (in the case of a Lien-Causing Unit Owner or the Residential Board or Hotel Board that is a Lien-Causing Board), or (z) each of the Unit Owners, the Residential Board or the Hotel Board (if the Condominium Board is the Lien-Causing Board), shall have the rights set forth in Article 12 of these By-Laws. For purposes of this Section 9.1, the Residential Board, Hotel Board or Unit Owner shall be deemed to be "adversely affected" by a mechanic's lien (which is the responsibility of a Lien-Causing Unit Owner or Lien-Causing Board to remove, as aforesaid) if: (i) in the case of the Residential Board or Hotel Board that is affected, any of the Residential Units within its Residential Section, or any of the Hotel Units within its Hotel Section, any Residential Limited Common Elements within the Residential Section or any Hotel Limited Common Elements

within the Hotel Section, or (ii) in the case of a Unit Owner that is affected, such Unit Owner's Unit and/or any Limited Common Elements over which such Unit Owner exercises exclusive control pursuant to the Condominium Documents, as applicable, is/are reasonably purportedly (whether or not actually) encumbered by or subjected to the mechanic's lien (provided such mechanic's lien arises from services provided or materials furnished to, or Alterations or Repairs or other work performed for or alleged to have been provided or furnished to, or performed for, the Lien-Causing Unit Owner or the Lien-Causing Board, and not by, to or for the putatively 'adversely affected' Unit Owner or Board or its/their Occupants or Permittees). In all events, the Lien-Causing Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from the applicable mechanic's lien. Copies of all Lien Notices sent by the Residential Board, Hotel Board or Unit Owner shall be simultaneously sent to the Condominium Board.

9.2 Violations. In the event that any violation shall be noted or noticed against any Unit or other portion of the Property as a result of any condition at the Property created or suffered by or existing with respect to: (a) the Accessory Unit Owner or Club Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to all or any portion of its Unit; a Hotel Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to all or any portion of its Unit, or any Hotel Limited Common Elements over which it exercises exclusive control pursuant to the Hotel By-Laws; or a Residential Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to its Unit, or any Residential Limited Common Elements over which it exercises exclusive control pursuant to the Residential By-Laws (each such Unit Owner, for purposes of this Section 9.1, being referred to as the "Violation-Causing Unit Owner"); (b) the Residential Board (or its Managing Agent or such Board's Occupant's or Permittees) with respect to the Residential Limited Common Elements (other than those over which one or more Residential Unit Owners exercises exclusive control pursuant to the Residential By-Laws) or any Residential Unit owned by the Residential Board or its designee; or (c) the Hotel Board (or its Managing Agent or such Board's Occupant's or Permittees) with respect to the Hotel Limited Common Elements (other than those over which one or more Hotel Unit Owners exercises exclusive control pursuant to the Hotel By-Laws) or any Hotel Unit owned by the Hotel Board or its designee; (d) the Condominium Board (or its Managing Agent or such Board's Occupants or Permittees) with respect to the General Common Elements or any Unit owned by the Condominium Board or its designee (in each such case (b), (c) or (d), for purposes of this Section, such Board being referred to as the "Violation-Causing Board"), the Violation-Causing Unit Owner or the Violation-Causing Board, as the case may be, shall promptly notify the Condominium's Managing Agent (or, if there is no Managing Agent, the Condominium Board) of same, and shall cause the violation to be removed and the condition giving rise to the violation to be cured, in each case within sixty (60) days after receiving, from the Residential Board, Hotel Board or Unit Owner whose Unit or Residential Limited Common Element or Hotel Limited Common Element, as applicable, has been adversely affected by such violation, or from the Condominium Board if any General Common Elements have been adversely affected by such violation, a notice (a "Violations Notice") identifying the violation and requesting that the same be removed and the condition giving rise to it be cured (provided that if such violation cannot, notwithstanding diligent efforts, be removed and/or such condition cured within such sixty (60) day period, the Violation-Causing Unit Owner or the Violation Causing Board, as the case may be, commences the removal of such violation and/or the curing of such condition as promptly as

practicable within such sixty (60) day period and thereafter proceeds with diligence and continuity to complete such removal and/or cure); failing which: (y) the Condominium Board (in the case of a Violation-Causing Unit Owner or the Residential Board or Hotel Board that is a Violation-Causing Board), or (z) each of the Unit Owners and the Sub-Boards (if the Condominium Board is the Violation-Causing Board), shall have the rights set forth in Article 12 of these By-Laws. For purposes of this Section 9.2, a Board or a Unit Owner shall be deemed to be "adversely affected" by a violation or condition giving rise to a violation (which is the responsibility of a Violation-Causing Unit Owner or Violation-Causing Board to remove or cure, as aforesaid) if: (i) in the case of the Residential Board or Hotel Board that is affected, any of the Residential Limited Common Elements or Hotel Limited Common Elements, as applicable; or (ii) in the case of a Unit Owner that is affected, any of such Unit Owner's Unit or appurtenant Limited Common Elements over which such Unit Owner exercises exclusive control pursuant to the Condominium Documents, as applicable, in each case, is/are reasonably purportedly (whether or not actually) subjected to the violation or the violation is noted against same (provided such violation arises from a condition at the Property created or suffered by the Violation-Causing Unit Owner or the Violation-Causing Board, and not by the putatively 'adversely affected' Unit Owner, Residential Board or Hotel Board or its/their Occupants or Permittees). In all events, the contesting Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 9.2 or the underlying violation or non-compliance related thereto. Copies of all Violations Notices sent by the Residential Board, Hotel Board or Unit Owner shall be simultaneously sent to the Condominium Board.

9.3 Compliance With Laws, Insurance Requirements. Each Unit Owner and each Board, without cost or expense to the other Unit Owner(s) and Boards (except that costs and expenses incurred by the Condominium Board pursuant to this sentence are General Common Expenses), shall promptly comply and/or cause its Occupants or Permittees to comply with all Laws and Insurance Requirements applicable to such Unit Owner's or Board's Unit, Limited Common Elements or General Common Elements, as applicable; provided, however, that each Unit Owner and each Board shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity or applicability to it of any such Law or Insurance Requirement and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay is reasonably likely to (1) render the other Unit(s) or any portion of any of the Common Elements liable to forfeiture, involuntary sale or loss, (2) result in involuntary closing of any business conducted thereon or therein, (3) subject another Unit Owner or Board to potential or real civil or criminal liability, (4) impair or prohibit any insurance required to be maintained hereunder or under any of the other Condominium Documents, or (5) subject any other Unit or Common Element to any lien or encumbrance, in which case (with respect to any of the foregoing clauses (1)-(5)) the contesting Unit Owner or Board shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security for complying with such Law or Insurance Requirement. If such alternate measures shall not be effective to prevent any of the foregoing, then such contesting Person shall comply with the applicable requirements pending the resolution of any such contest. Each non-contesting Unit Owner and Board shall cooperate to the fullest extent necessary with any contesting Unit Owner or Board in any proceeding undertaken pursuant to this provision, including executing necessary documents or consents to

such contest, provided all costs and expenses incurred with respect thereto are paid by the contesting Unit Owner or Board, as the case may be. In all events, the contesting Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 9.3 or the underlying violation or non-compliance related thereto.

9.4 Hazardous Materials. No Unit Owner (or its Occupants or Permittees) or Board shall store, use or permit the storage or use of Hazardous Materials on, about, under or in its Unit, Limited Common Element or otherwise in or on the Property, except to the extent that such Hazardous Materials are necessarily and customarily used in the ordinary course of usual business operations conducted thereon (in the case of the Commercial Units), and any such storage and/or use shall at all times be in compliance with all applicable Environmental Laws. Each Unit Owner and Board shall defend, protect, indemnify and hold harmless each other Board and each other Unit Owner (and the Occupants of each of the foregoing) from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material stored, used, maintained, released, or otherwise introduced by such Unit Owner or Board (including its Occupants and Permittees) under or in its Unit, Residential Section, Hotel Section, Residential Limited Common Elements, Hotel Limited Common Elements and General Common Elements or otherwise in or on the Property.

ARTICLE 10

RECORDS AND AUDITS

10.1 The Condominium Board. The Condominium Board (or its Managing Agent) shall keep detailed records of the actions of the Condominium Board, minutes of the meetings of the Condominium Board, minutes of the meetings of the Unit Owners, if any, and financial records and books of account with respect to the activities of the Condominium Board, including a listing of all receipts and expenditures. In addition, the Condominium Board shall keep a separate account for each General Common Charge Obligor which, among other things, shall contain the amount of each assessment of General Common Charges and other amounts required by the Condominium Board to be paid by such Person, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.1.1 Within four months after the end of each fiscal year, an annual report of receipts and expenditures, prepared and certified by an independent certified public accountant or an independent certified public accounting firm, shall be submitted by the Condominium Board to all Unit Owners, Registered Mortgagees and Permitted Mortgagees who have requested the same in writing. The cost of such report submitted by the Condominium Board shall be a General Common Expense.

10.2 Availability of Documents. Copies of the Declaration, these By-Laws, the General Rules and Regulations, the Residential By-Laws and Residential Rules and Regulations, the Hotel By-Laws and Hotel Rules and Regulations, and the Floor Plans, as the same may be

amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours and upon reasonable prior notice.

ARTICLE 11

INSURANCE; CASUALTY; CONDEMNATION

11.1 Condominium Board's Insurance Requirements. The Condominium Board shall exercise best efforts to obtain and maintain, to the extent obtainable and maintainable at commercially reasonable rates, the following insurance with respect to the General Common Elements:

11.1.1 Insurance against loss customarily included in so-called Special Causes of Loss or Special Form Perils property insurance written with Replacement Costs and Agreed Amount Endorsements, including building collapse and such other insurable hazards as, under good insurance practices from time to time, are insured against for other property and buildings similar to the Building in use, location, height, and type of construction. Such insurance policy shall also insure costs of demolition and increased cost of construction, including, without limitation, increased costs arising out of changes in applicable laws and codes regulating reconstruction following a loss (which insurance for demolition and increased cost of construction shall be in an amount not less than $25,000,000), insuring the General Common Elements, and covering the interests of the Condominium, the Boards, all Unit Owners, all Permitted Mortgagees (as a group) and all Registered Mortgagees, as their respective interests may appear. In addition, the Special Causes of Loss property insurance shall also provide flood (including sewer backup) and earthquake (including land subsidence) coverage, which flood and earthquake coverages may contain a sublimit per occurrence and in the annual aggregate. The amount of such "All Risk" insurance shall be not less than one hundred percent (100%) of the aggregate replacement cost value of the General Common Elements (without deduction for depreciation), and such insurance shall include Extra Expense and Expediting Expense coverage in such amounts as the Condominium Board, from time to time, may determine. Each such insurance policy shall contain a removal or waiver of the co-insurance provisions and a replacement cost endorsement. Such coverage shall not include any Unit, or any fixtures, improvements, furnishings or personal property within any Unit;

11.1.2 Workers' Compensation insurance and New York State Disability benefits insurance as required by law and Employer's Liability coverage with limits of not less than $1,000,000, covering any employees of the Condominium (provided, however, that if the Condominium Board does not have any direct employees, such insurance shall be purchased on an "if any" basis);

11.1.3 Comprehensive Boiler & Machinery coverage on a replacement cost basis with the limits specified for in the Building's casualty policy, covering all physical damage to the General Common Elements, and such insurance shall include Extra Expense and Expediting Expense coverage in such amounts as the Condominium Board, from time to time, may determine, and covering the interests of the Condominium, the Boards and all Unit Owners and

Registered Mortgagees, as their respective interests may appear. Each such insurance policy shall contain a removal or waiver of the co-insurance provisions and a replacement cost endorsement.

11.1.4 Crime insurance covering the Condominium Board and all officers, directors and employees of the Condominium and of any Managing Agent(s) of the Condominium with limits of not less than two (2) months of the then annual General Common Charges paid in the aggregate by all Unit Owners at the time of purchase or renewal of such policy.

11.1.5 Directors' and Officers' Errors and Omissions insurance with respect to the Condominium Board with limits of no less than $5,000,000.

11.1.6 Commercial General Liability policy of insurance form ISO CG 001 07 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including, Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than $100,000,000 per occurrence and annual aggregate per location, or in such higher limits as the Condominium Board, from time to time, may determine. The policy or policies described in this subsection shall cover the following entities as follows:

(a) The Condominium, Condominium Board, the Managing Agent(s) of the Condominium, the members of the Condominium Board and each officer and employee of the Condominium shall be the named insured on such Commercial General Liability policy;

(b) The Residential Board, together with its subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and Permitted Mortgagees, if any, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis, except that such policy will not cover the liability of the Residential Board arising from occurrences within or about the Residential Section;

(c) The Hotel Board, together with its subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and Permitted Mortgagees, if any, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis, except that such policy will not cover the liability of the Hotel Board arising from occurrences within or about the Hotel Section; and

(d) Each of the Unit Owners, together with its subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and Registered or Permitted Mortgagees, if any, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis,

except that such policy will not cover the liability of a Unit Owner arising from occurrences within or about its own Unit or the Limited Common Elements appurtenant thereto.

11.1.7 The Condominium Board shall, in the exercise of good business judgment and good insurance practices, as it shall determine, obtain and maintain terrorism insurance to the extent available at commercially reasonable rates, covering the General Common Elements, with limits, deductibles and terms as the Condominium Board, from time to time, may determine.

11.1.8 Such other insurance as the Condominium Board may determine advisable or necessary from time to time (Sections 11.1.1 through 11.1.8, collectively, the "Condominium Board Insurance"). The Condominium Board Insurance shall have deductibles in such amounts as the Condominium Board, from time to time, may reasonably determine. The Condominium Board shall review the limits of Condominium Board Insurance at least once each year.

11.2 Commercial Unit Owner's Insurance Requirements. Each of the Commercial Unit Owners shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Condominium Board, from time to time, may determine:

11.2.1 Commercial General (Public) Liability policy of insurance form ISO CG 001 07 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including, Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than $100,000,000 per occurrence and annual aggregate per location, except in the case of the Club Unit policy, which shall have limits of not less than $50,000,000 per occurrence and annual aggregate per location. The Commercial Unit Owner purchasing such Commercial General Liability policy shall be the named insured. Each of the Boards and the other Unit Owners, together with its or their respective subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and mortgagees, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis.

11.2.2 Insurance against loss customarily included in so-called Special Causes of Loss or Special Form Perils property insurance and Comprehensive Boiler & Machinery coverage, each on a replacement cost basis, covering the interests of the Commercial Unit Owner and its Registered Mortgagee in the applicable Commercial Unit, as their respective interests may appear, in amounts reasonably sufficient to undertake and complete any Unit Restoration Work and otherwise comply with Section 11.10.4 below (and to the extent a portion of such Commercial Unit contains landmarked improvements, such Commercial Unit Owner's policy must include coverage for such landmarked improvements).

11.2.3 Business Income and/or Rental Income due to an occurrence or accident insured under the "All Risk" policy and the Boiler and Machinery policy. The coverage shall be provided on "Actual Loss Sustained" forms in amounts of not less than twenty-four (24) months

of the then annual General Common Charges payable by the applicable Commercial Unit Owner at the time of purchase or renewal of such policy. Such policy of Business Income and/or Rental Income shall have a maximum deductible of no more than six (6) months of the then annual General Common Charges payable by the applicable Commercial Unit Owner at the time of purchase or renewal of such policy. Each Commercial Owner shall use commercially reasonable efforts to name the Condominium Board as "loss payee", as its interest may appear, under such policy.

11.3 Residential Unit Owner's Insurance Requirements. Each Residential Unit Owner shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Residential Board, from time to time, may determine:

11.3.1 Liability insurance, with a limit of not less than $1,000,000 per occurrence, and an Umbrella Liability Policy with limits of not less than $5,000,000 per occurrence and annual aggregate per location, covering the interests of the Residential Unit Owner and its Permitted Mortgagee in the applicable Residential Unit as their respective interests may appear. Such insurance may, at the option of the Residential Unit Owner, be effected by a Homeowners HO-6 form (or its equivalent). The Residential Unit Owner purchasing such policy shall be the named insured.

11.4 Residential Board's Insurance Requirements. The Residential Board (on behalf of the applicable Residential Section) shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Condominium Board, from time to time, may determine:

11.4.1 Commercial General Liability policy of insurance form ISO CG 001 07 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than $100,000,000 per occurrence and annual aggregate per location. The Residential Board purchasing such Commercial General Liability policy shall be the named insured. The Condominium Board and the other Unit Owners, together with its or their respective subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and mortgagees, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis.

11.4.2 Insurance against loss customarily included in so-called Special Causes of Loss or Special Form Perils property insurance and Comprehensive Boiler & Machinery coverage, each on a replacement cost basis, covering the interests of, as the case may be, the Residential Unit Owners and the Permitted Mortgagees in the Residential Limited Common Elements, as their respective interests may appear, in amounts reasonably determined by the Condominium Board.

11.5 Condo Hotel Unit Owner's Insurance Requirements. Each Condo Hotel Unit Owner shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Hotel Board, from time to time, may determine:

11.5.1 Liability insurance, with a limit of not less than $1,000,000 per occurrence, and an Umbrella Liability Policy with limits of not less than $5,000,000 per occurrence and annual aggregate per location, covering the interests of the Condo Hotel Unit Owner and its Permitted Mortgagee in the applicable Condo Hotel Unit as their respective interests may appear. Such insurance may, at the option of the Condo Hotel Unit Owner, be effected by a Homeowners HO-6 form (or its equivalent). The Condo Hotel Unit Owner purchasing such policy shall be the named insured.

11.6 Hotel Board's Insurance Requirements. The Hotel Board (on behalf of the applicable Hotel Section) shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Condominium Board, from time to time, may determine:

11.6.1 Commercial General Liability policy of insurance form ISO CG 001 07 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than $100,000,000 per occurrence and annual aggregate per location. The Hotel Board purchasing such Commercial General Liability policy shall be the named insured. The Condominium Board and the other Unit Owners, together with its or their respective subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and mortgagees, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis.

11.6.2 Insurance against loss customarily included in so-called "All Risk" or Special Form Perils property insurance and Comprehensive Boiler & Machinery coverage, each on a replacement cost basis, covering the interests of, as the case may be, the Condo Hotel Unit Owners, the Transient Hotel Unit Owner and the Permitted Mortgagees in the Hotel Limited Common Elements, as their respective interests may appear, in amounts reasonably determined by the Condominium Board.

11.7 Insurance Requirements During the Course of Alterations and/or Repairs. The Condominium Board shall promulgate, as part of the General Rules and Regulations, rules and regulations specifying, with respect to the performance of Alterations and/or Repairs by any Person, whether insurance is required to be carried with respect to such Alteration and/or Repair and if so, the type of insurance required, the amount thereof, the Person required to carry any such insurance and such other related matters as the Condominium Board shall deem appropriate. Notwithstanding anything to the contrary contained in these By-Laws, provisions

consistent with Section 11.7 hereof shall be part of such rules and regulations only to the extent, if any, deemed appropriate by the Condominium Board.

11.8 Insurance as a General Common Charge.

11.8.1 The premiums for all insurance referred to in Section 11.1 above shall be a General Common Expense and shall be borne by each of the General Common Charge Obligors as a General Common Charge in proportion to the relative Common Interests. Any General Common Charge Obligor may request the Condominium Board to obtain and maintain for its benefit any additional coverages and any changes or amendments to the terms and conditions of existing coverages as such requesting General Common Charge Obligor sees fit (collectively, the "Additional Insurance Coverage") and may require that all proceeds of any such Additional Insurance Coverage (to the extent that it can be determined with reasonable certainty that such proceeds relate to such Additional Insurance Coverage and not to insurance purchased by the Condominium Board on its own behalf) be payable to such General Common Charge Obligor (and if, notwithstanding such requirement, proceeds are paid to the Condominium Board or the Insurance Trustee, then notwithstanding any other provision of these By-Laws to the contrary, such proceeds shall be turned over to such General Common Charge Obligor); provided, however, that (A) the cost of such Additional Insurance Coverage shall be borne entirely by the Person requesting it and such Person shall indemnify the Condominium Board from any loss, cost and expense (including reasonable attorney's fees) in connection therewith and (B) the Additional Insurance Coverage shall not (i) preclude the Condominium Board from purchasing, for itself, insurance coverage similar to such Additional Insurance Coverage, (ii) preclude the Condominium Board from receiving proceeds from any Condominium Board Insurance, (iii) cause the Condominium Board Insurance to be less protective or (iv) adversely affect the interests of the Unit Owners or Boards.

11.8.2 If the use of all or any portion of any portion of the Building in violation of these By-Laws or the Declaration causes an increase in the premium for the insurance which the Condominium Board or any Unit Owner is required to obtain and maintain as set forth herein or otherwise, then the General Common Charge Obligor responsible for such portion of the Building shall be obligated to pay to the Condominium Board, as an additional General Common Charge, or to pay to such Unit Owner, as the case may be, a sum equal to the amount of such increase attributable to such use. If the use of any Residential Unit or Hotel Unit is in violation of these By-Laws or the Declaration causes an increase in General Common Charges payable by the Sub-Board of such Unit Owner in accordance with the preceding sentence of this subsection, then the owner of such Residential Unit or Hotel Unit, as the case may be, shall be obligated to pay to the affected Sub-Board, as an Common Charge (as defined in the applicable Sub-By-Laws), a sum equal to the amount of such increase attributable to such use.

11.9 General Insurance Matters.

11.9.1 Self-Insurance. Notwithstanding anything in these By-Laws to the contrary, no Person may provide the insurance coverages required under these By-Laws pursuant to any plan of self-insurance.

11.9.2 Blanket Policy. The insurance coverage required of any Person under this Article 11, at the option of such Person, may be offered under a blanket policy or policies, provided that any such blanket policy shall otherwise comply with the provisions of these By-Laws. With respect to blanket property polices covering the applicable property to be insured pursuant to these By-Laws (the "Insured Property") and other properties and assets not constituting a part of such Insured Property, such blanket policies shall be without possibility of co-insurance or reduction below the limits required by this Article 11 by reason of, or damage to, any other property (real or personal) named therein. If the insurance required by these By-Laws shall be effected by any such blanket policy, such Person shall furnish to the Person or Persons specified in Section 11.7.4 hereof (when and as such deliveries would be required for the insurance regularly required by these By-Laws not constituting blanket coverage) valid certificates of insurance evidencing such policy, with schedules thereto attached (with respect to property or building insurance) showing the amount of insurance afforded by such policies applicable to the Insured Property.

11.9.3 Policy Requirements. (a) All policies required to be obtained pursuant to these By-Laws shall:

(b) be purchased from and maintained with companies duly authorized, and preferably admitted to do business in the State of New York, which are rated at the time of purchase or renewal of such policy in the then most current A.M. Best Key Rating Guide with ratings of A- and IX or better (or the equivalent of such rating if there is a change in the basis of the rating, or any successor publication of comparable standing) with respect to policies required to be obtained by the Condominium Board, the Commercial Unit Owners, the Residential Board and the Hotel Board pursuant to Sections 11.1, 11.2 ,11.4 and 11.6 of these By-Laws, respectively. The foregoing shall not apply to the Residential Unit Owners and Condo Hotel Unit Owners, and the insurance companies furnishing the policies required to be obtained by the Residential Unit Owners and Condo Hotel Unit Owners pursuant to these By-Laws shall be rated pursuant to and in accordance with applicable standards, if any, to be determined by the applicable Sub-Board.

(c) with respect to Special Causes of Loss or other property coverage, contain a waiver of the insurer's right of subrogation against the Unit Owners, the Boards, any Registered Mortgagee and all Occupants.

(d) provide that before any material change or cancellation of a policy for which an additional insured or loss payee is required to be named pursuant to this Article 11, at least thirty (30) days' advance written notice shall be given in the case of insurance required to be maintained by (w) the Condominium Board, to the Commercial Unit Owners and each Registered Mortgagee, the Hotel Board and the Residential Board, (x) the Commercial Unit Owners, to the Boards, (y) the Residential Board, to the Condominium Board, the Hotel Board and the Commercial Unit Owners, and (z) a Residential Unit Owner or Condo Hotel Unit Owner, to its applicable Sub-Board.

(e) be primary as to the named insured and not be entitled to contribution from any other insurance that may be maintained by any other party.

(f) contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the policy holder.

(g) All policies of "All Risk" and Comprehensive Boiler & Machinery property coverage required to be obtained by any Person pursuant to these By-Laws shall name its Registered Mortgagee, if any, as a "mortgagee" under a standard New York State mortgagee clause or its equivalent which shall provide that the loss, if any, thereunder shall be payable to such Registered Mortgagee, as its interest may appear, subject, however, to the provisions of Sections 11.11.1 and 11.11.2 with respect to insurance maintained by the Condominium Board and subject to the provisions of Sections 11.11.4, 11.11.5 and 11.11.6 with respect to insurance required to be maintained by the Unit Owners, the Residential Board and the Hotel Board, respectively.

(h) All policies of "All Risk" and Comprehensive Boiler & Machinery property coverage required to be obtained by the Condominium Board shall (A) provide that adjustment of loss shall be made by the Condominium Board on behalf of all Unit Owners and Registered Mortgagees, if applicable, and (B) name the Insurance Trustee (as hereinafter defined) as "loss payee" as agent for the insured in the event the proceeds payable are in excess of $2,000,000.

(i) Prior to the Condominium Board obtaining any policy of property insurance, and at three (3) year intervals thereafter (or more often, if deemed appropriate by the Condominium Board), the Condominium Board shall obtain an appraisal of the full replacement value of the General Common Elements (including the General Common Elements which are underground), without deduction for depreciation, for the purpose of determining the amount of property insurance to be obtained pursuant to Section 11.1. The cost of any such appraisal shall be borne by the General Common Charge Obligors as a General Common Charge in the same proportion as each such party bears under the Budget with respect to insurance.

(j) Unless otherwise required of the Residential Unit Owners or Residential Board by the Residential By-Laws, or the Hotel Unit Owners or Residential Board by the Hotel By-Laws, the Boards and the Unit Owners shall not be required to obtain or maintain any insurance with respect to any personal property contained in the respective General Common Elements, Limited Common Elements or Unit, except as is mandated under any "All Risk" or Comprehensive Boiler & Machinery property coverage required under these By-Laws. The Unit Owners and the Sub-Boards shall not be prohibited from carrying other insurance for their own benefit in addition to the insurance required to be carried by such Unit Owners and Sub-Board(s) under these By-Laws.

11.9.4 Condominium as Additional Insured. All policies required to be obtained pursuant to these By-Laws, the Residential By-Laws and/or the Hotel By-Laws shall name the Condominium as an additional insured.

11.9.5 Evidence of Insurance. (a) Condominium Board Insurance. The Condominium Board shall deliver to the Commercial Unit Owners, the Residential Board and the Hotel Board, and all Registered Mortgagees, a certificate of insurance evidencing the

insurance required to be maintained by the Condominium Board under Section 11.1 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(b) Commercial Unit Owner Insurance. Each Commercial Unit Owner shall deliver to the others and to the Boards a certificate of insurance evidencing the insurance required to be maintained by such Unit Owner under Section 11.2 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(c) Residential Unit Owner Insurance. Each Residential Unit Owner shall deliver to the Residential Board a certificate of insurance evidencing the insurance required to be maintained by such Unit Owner under Section 11.3 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(d) Residential Board Insurance. The Residential Board shall deliver to the Condominium Board, the Commercial Unit Owners and the Hotel Board a certificate of insurance evidencing the insurance required to be maintained by the Residential Board under Section 11.4 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(e) Residential Board Monitoring of Residential Unit Owner Insurance. The Residential Board shall take commercially reasonable steps to enforce the obligations of its Residential Unit Owners under Section 11.3 and Article 12 of these By-Laws, and shall, on a semi-annual basis upon request, provide to the Condominium Board a report detailing those Residential Unit Owners that have not so complied, but the Residential Board shall have no liability for the failure of such Residential Unit Owners to so comply. Nothing contained in this Section 11.9.5(e) shall be deemed to limit the obligations of Residential Unit Owners under Section 11.3 and Article 12 of these By-Laws.

(f) Condo Hotel Unit Owner Insurance. Condo Hotel Unit Owners shall deliver to the Hotel Board a certificate of insurance evidencing the insurance required to be maintained by the Condo Hotel Unit Owners under Section 11.5 above and under the Hotel By-Laws and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(g) Hotel Board Insurance. The Hotel Board shall deliver to the Commercial Unit Owners and the other Boards a certificate of insurance evidencing the insurance required to be maintained by the Hotel Board under Section 11.6 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement

policy, together with proof of payment of premiums. Renewals shall be obtained at lest twenty (20) days prior to the expiration of the then current policies.

(h) Hotel Board Monitoring of Condo Hotel Unit Owner Insurance. The Hotel Board shall take commercially reasonable steps to enforce the obligations of the Condo Hotel Unit Owners under Section 11.5 above and under the Hotel By-Laws, and shall, on a semi-annual basis upon request, provide to the Condominium Board a report detailing those Condo Hotel Unit Owners that have not so complied, but the Hotel Board shall have no liability for the failure of such Condo Hotel Unit Owner(s) to so comply. Nothing contained in this Section 11.9.5(h) shall be deemed to limit the obligations of the Condo Hotel Unit Owner(s) under the Hotel By-Laws.

(i) Certificates of Insurance; Policies. The certificates of insurance required to be obtained by any Person pursuant to this Section 11.9.5 shall be kept at the offices of such Person at the Property or at such other reasonably proximate location(s) in The City of New York. In the event that any certificate of insurance shall fail to contain detail reasonably sufficient enough to enable the Person(s) who are entitled to a copy of such certificate to reasonably determine if the insurance covered by such certificate complies with the provisions of this Article 12, then such Person or Persons shall have the right, upon reasonable notice to the Person maintaining such insurance, to inspect the policy or policies underlying such certificate.

11.10 Waiver of Subrogation. Each of the Boards and the Unit Owners (and their Occupants) (the "Releasing Party") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Unit Owner and all Boards and their respective Occupants (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Property, which loss or damage is of the type covered by "All-Risk" or Comprehensive Boiler & Machinery property insurance policies required to be carried under these By-Laws, irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible. The Releasing Party agrees to obtain, if needed, appropriate language in its policies of insurance, and to the policies of insurance carried by its Occupants, with respect to the foregoing release.

11.11 Indemnification.

11.11.1 Indemnification by Unit Owners. Subject to the waiver of claims and waiver of subrogation set forth in this Article 11, each Unit Owner covenants to indemnify, defend and hold each other Unit Owner (and such other Unit Owner's Occupants) and each Board harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of any such other Unit Owners or Boards, or their respective Occupants, directors, officers, agents, tenants, contractors, employees, servants, licensees (collectively, the "Related Parties")) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Unit (or any Limited Common Element appurtenant to such Unit) owned by such Unit Owner, or occasioned wholly, or in part, by any gross negligence, willful misconduct or bad faith of such Unit Owner, or its respective Related Parties.

11.11.2 Indemnification by Boards. Subject to the waiver of claims and waiver of subrogation set forth in this Article 11, each of the Boards covenants to indemnify, defend and hold each Unit Owner (and each Unit Owner's Occupants) and each other Board harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of such Unit Owner or any such other Board, or their respective Related Parties) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon (i) with respect to the Condominium Board, the General Common Elements, (ii) with respect to the Residential Board, the Residential Limited Common Elements, and (iii) with respect to the Hotel Board, the Hotel Limited Common Elements or occasioned wholly or in part by any gross negligence, willful misconduct or bad faith of the Boards, or their respective Related Parties.

11.12 Casualty and Condemnation.

11.12.1 General Common Element Restoration Funds. All insurance proceeds under all policies required to be obtained by the Condominium Board with respect to any property loss (the "GCE Restoration Insurance Proceeds") and all condemnation awards, if any, with respect to the General Common Elements (such sums, together with any interest or income earned thereon, but net of the reasonable fees, compensation and expenses incurred by the Insurance Trustee hereunder, collectively, the "GCE Restoration Funds") shall be payable to the Condominium Board, except that if the GCE Restoration Funds shall exceed $2,000,000, all GCE Restoration Funds shall be payable to the Insurance Trustee.

11.12.2 Use of GCE Restoration Funds. The Condominium Board shall (i) hold in trust on behalf of all Unit Owners any GCE Restoration Funds it receives, (ii) subject to the provisions of Sections 11.11.3 and 11.11.7 of these By-Laws, use the GCE Restoration Funds only for GCE Restoration Work and (iii) not commingle the GCE Restoration Funds with other funds being held by the Condominium Board.

11.12.3 Casualty to or Condemnation of General Common Elements; Repair by Condominium Board; GCE Restoration Work.

(a) GCE Restoration Work. Except as provided herein, in the event of (i) the casualty of all or any part of the General Common Elements, (ii) the taking in condemnation or by eminent domain of all or any part of the General Common Elements, or (iii) the taking in condemnation or by eminent domain of all or any part of a Unit, then, subject to the provisions set forth below, the Condominium Board will arrange for the prompt repair and restoration of the part of the General Common Elements affected by such casualty or impaired by such taking which, pursuant to the provisions of the Declaration or By-Laws, are required to be maintained by the Condominium Board (the "GCE Restoration Work"). In the event of a casualty, such GCE Restoration Work shall restore the General Common Elements so that they are the same type and quality as existed immediately prior to such casualty; provided, however, that alterations to such General Common Elements may be made in accordance with Article 8 of these By-Laws. In the event of a taking, such GCE Restoration Work shall take into account the physical constraints imposed by such taking, and accordingly the General Common Elements may be altered (in accordance with Article 8 of these By-Laws) to account for such physical

constraints; provided, however, that in no event shall the Condominium Board have the right to utilize additional space in any Unit in connection with such restoration, unless such right has otherwise been granted under these By-Laws or the Declaration or in connection with such taking. Notwithstanding anything herein to the contrary, in no event shall the Condominium Board be obligated to restore any Unit Owner's fit-out or personal property contained within such Unit Owner's Unit or any Residential Limited Common Elements or Hotel Limited Common Elements contained therein.

(b) Disbursement of GCE Restoration Funds; GCE Restoration Funds Request. In the event of any GCE Restoration Funds held by the Insurance Trustee, (a) the Condominium Board shall apply to the Insurance Trustee for disbursement of the GCE Restoration Funds and (b) the Insurance Trustee shall disburse the GCE Restoration Funds to the Condominium Board in installments as the GCE Restoration Work progresses and in accordance with the provisions hereof and the provisions of the Insurance Trustee Agreement. Each request for GCE Restoration Funds (each such request, together with all supporting documentation, herein called a "GCE Restoration Funds Request") shall also be sent to the Commercial Unit Owners, the Residential Board, the Hotel Board and all Registered Mortgagees. Advances by the Insurance Trustee shall be made not more than once a month, after the Insurance Trustee's receipt of a written request therefor from the Condominium Board, addressed to the Insurance Trustee, provided that:

(i) such GCE Restoration Funds Request shall be accompanied by a certificate of a Certifying Professional (as defined below) in charge of the GCE Restoration Work (A) requesting payment of specified amounts of the GCE Restoration Funds equal to the amounts then due and owing to contractors or other parties (less any retainage amounts, if any, as determined by the Condominium Board) for performance of all or a portion of the GCE Restoration Work under specific contracts or agreements in respect of the GCE Restoration Work, or to the Condominium Board as reimbursement for a cost of the GCE Restoration Work paid by the Condominium Board, (B) describing in reasonable detail the GCE Restoration Work performed or materials provided under such contracts or agreements, for which GCE Restoration Funds are then being requested, (C) stating that such payment does not exceed the amount then due and owing (or reimbursable) in respect of the GCE Restoration Work completed to date and materials supplied under such contracts or agreements, (D) stating that all GCE Restoration Work has been performed substantially in accordance with the plans and specifications for such GCE Restoration Work, and that all such materials have theretofore been incorporated as General Common Elements into the Building (except for such materials specifically delineated as not yet being so incorporated into the Building, and with respect to such materials, stating the status of such materials (if such materials are being fabricated) or stating the location of such materials (if such materials are stored off-site)), (E) stating that the cost to complete the GCE Restoration Work does not exceed the amount of the remaining funds held by the Insurance Trustee and (F) stating that the cost of such GCE Restoration Work and materials has not been previously made the basis of any GCE Restoration Funds Request (such certificate being herein called the "Certificate"); and

(ii) the Insurance Trustee receives waivers of all mechanic's and other similar liens (or title endorsements or other satisfactory evidence) with respect to all of the GCE Restoration Work for which a GCE Restoration Funds Request has previously been

made and funded (if and only to the extent that such lien waivers have not been previously provided).

Upon compliance with subsections (i) and (ii) above, the amount requisitioned for such GCE Restoration Work shall be paid to the Condominium Board or the Persons designated in the Certificate. "Certifying Professional" shall mean an architect or a licensed professional engineer or engineering or construction consulting firm retained by the Condominium Board in connection with the GCE Restoration Work, which is experienced in the design and operation in the City of New York of structures similar to the Building and has provided services comparable to those being requested hereunder within not less than three (3) of the immediately preceding ten (10) years, and which is selected by the Condominium Board.

(c) GCE Restoration Funds Deficiency. If, as part of the Certificate accompanying the GCE Restoration Funds Request, or prior to the commencement of (and also at any time during the prosecution of) the GCE Restoration Work, the Certifying Professional or the Condominium Board reasonably estimates that the cost to complete the GCE Restoration Work exceeds the GCE Restoration Funds then being held by the Insurance Trustee or the Condominium Board, as the case may be, then the Condominium Board shall be required to notify each General Common Charge Obligor of the amount of such estimated deficiency and each General Common Charge Obligor's pro rata allocation thereof (which such allocation shall be determined consistent with the Common Interest of each General Common Charge Obligor), and shall be payable by each General Common Charge Obligor as a Special Assessment (hereinafter referred to as a "Special GCE Restoration Assessment"; all such Special GCE Restoration Assessments received by the Condominium Board, the "Special GCE Restoration Assessment Proceeds"). At the election of the Condominium Board, each General Common Charge Obligor shall then pay its respective Special GCE Restoration Assessment either: (i) in a lump sum, to be paid as a Special Assessment pursuant to and in accordance with Section 6.1.1(m) of these By-Laws or (ii) in installments, as may be necessary, in the determination of the Condominium Board, to pay for the GCE Restoration Work. The Special GCE Restoration Assessment Proceeds shall be treated as if such monies were GCE Restoration Funds.

(d) Excess GCE Restoration Insurance Proceeds. To the extent not drawn upon and/or applied to the GCE Restoration Work, the Insurance Trustee and/or the Condominium Board, as the case may be, shall, after the completion of the GCE Restoration Work, return all excess GCE Restoration Insurance Proceeds to the General Common Charge Obligors according to the Common Interest of such General Common Charge Obligors (after deducting from the amount to be distributed to each General Common Charge Obligor the amount, if any, of any General Common Charges or Special Assessments (and other charges related thereto imposed under Section 12.6.4 of these By-Laws)) then due and owing from such General Common Charge Obligor (such deducted amount, a "Delinquency Charge").

(e) Excess Special GCE Restoration Assessment Proceeds. To the extent not drawn upon and/or applied to the GCE Restoration Work, the Insurance Trustee and/or the Condominium Board, as the case may be, shall, after the completion of the GCE Restoration Work, return all excess Special GCE Restoration Assessment Proceeds it receives to each General Common Charge Obligor according to the pro rata share of such General Common Charge Obligor's contribution to such Special GCE Restoration Assessment Proceeds, after

deducting any Delinquency Charge. If any General Common Charge Obligor fails to pay its Special GCE Restoration Assessment in accordance with the provisions of Section 11.10.3(c) of these By-Laws, then the Special GCE Restoration Assessment of such General Common Charge Obligor still due and payable (the "Delinquent Special GCE Restoration Assessment") shall be subject to late charges, interest, expenses and fees, all pursuant to and in accordance with Section 12.6.4 of these By-Laws (such charges, the "Special GCE Restoration Assessment Penalties"). Upon payment to the Condominium Board of the Delinquent Special GCE Restoration Assessment, and to the extent not drawn upon and/or applied to such completed GCE Restoration Work, then the Insurance Trustee and/or the Condominium Board, as the case may be, shall distribute the Delinquent Special GCE Restoration Assessment to each General Common Charge Obligor, after deducting any Delinquency Charge, according to the pro rata share of such General Common Charge Obligor's contribution to the Special GCE Restoration Assessment Proceeds. The Special GCE Restoration Assessment Penalties shall be distributed to each General Common Charge Obligor (excluding the General Common Charge Obligor paying such Special GCE Restoration Assessment Penalties) according to the pro rata share of such General Common Charge Obligor's contribution to the Special GCE Restoration Assessment Proceeds (taking into account any prior distribution of any excess Special GCE Restoration Assessment Proceeds and after deducting any Delinquency Charge) prior to the payment of the Delinquent Special GCE Restoration Assessment.

11.12.4 Casualty to or Condemnation of Units; Repair by Unit Owners; Unit Restoration Work. Except as provided herein, in the event a Unit is damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain, the affected Unit Owner(s) shall immediately remove any rubble and debris resulting from such event and, within a reasonable time thereafter, shall (at its election) either repair and restore the Unit (and the appurtenant Limited Common Elements, if applicable) so damaged or destroyed by casualty, or such of the Unit (and the appurtenant Limited Common Elements, if applicable) as shall remain following the taking: (i) to a complete, independent and self-contained architectural whole; and/or (ii) to a safe and secure "core and shell" condition, with complete and sightly demising walls, doors and exterior visible surfaces separating such Unit (or any appurtenant Limited Common Elements) from any other Unit (or any appurtenant Limited Common Elements) or General Common Element visible from outside of the applicable Unit, having no adverse effect on any other Unit or the Common Elements (either of the foregoing (i) or (ii), the "Unit Restoration Work"). Notwithstanding anything herein to the contrary, the Unit Restoration Work with respect to any Residential Unit shall be performed by the Residential Board (on behalf of the Residential Unit Owner) and the Unit Restoration Work with respect to the Condo Hotel Units shall be performed by the Hotel Board (on behalf of the Condo Hotel Unit Owner). The Transient Hotel Unit Owner shall perform its own Unit Restoration Work.

11.12.5 Casualty to or Condemnation of Residential Limited Common Elements; Repair by Residential Board; Residential LCE Restoration. Except as provided herein, if any portion of the Residential Limited Common Elements are damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain, the Residential Board (on behalf of the affected Residential Unit Owner(s)), shall immediately remove any rubble and debris resulting from such event and, within a reasonable time thereafter, shall (at its election) either repair and restore the Residential Limited Common Elements so damaged or destroyed by casualty, or such of the Residential Limited Common Elements as shall remain following the

taking, (i) to a condition substantially similar to the condition of such Residential Limited Common Elements as existed immediately prior to such casualty or taking or (ii) to a safe and secure "core and shell" condition, with secure, complete and sightly demising walls, doors and exterior visible surfaces separating such Residential Limited Common Elements from any other Unit (or from any Residential Limited Common Elements, if any) or General Common Element visible from outside of the Residential Limited Common Elements, having no adverse effect on any other Unit or the Common Elements (either of the foregoing (i) or (ii), with respect to a casualty or taking of the Residential Limited Common Elements, the "Residential LCE Restoration Work").

11.13 Casualty to or Condemnation of Hotel Limited Common Elements; Repair by Hotel Board; Hotel LCE Restoration. Except as provided herein, if any portion of the Hotel Limited Common Elements are damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain, the Hotel Board (on behalf of the affected Hotel Unit Owners), shall immediately remove any rubble and debris resulting from such event and, within a reasonable time thereafter, shall (at its election) either repair and restore the Hotel Limited Common Elements so damaged or destroyed by casualty, or such of the Hotel Limited Common Elements so damaged or destroyed by casualty, or such of the Hotel Limited Common Elements as shall remain following the taking, (i) to a condition substantially similar to the condition of such Hotel Limited Common Elements as existed immediately prior to such casualty or taking or (ii) to a safe and secure "core and shell" condition, with secure, complete and sightly demising walls, doors and exterior visible surfaces separating such Hotel Limited Common Elements from any other Unit (or from any Hotel Limited Common Elements, if any) or General Common Element visible from outside of the Hotel Limited Common Elements, having no adverse effect on any other Unit or the Common Elements (either of the foregoing (i) or (ii), with respect to a casualty or taking of the Hotel Limited Common Elements (the "Hotel LCE Restoration Work").

11.13.1 Casualty to Seventy Five Percent (75%) or More of the Building. Notwithstanding any provision of the Declaration or these By-Laws to the contrary, if seventy-five (75%) percent or more of the Building is destroyed or damaged by fire or casualty (a "Significant Casualty") and if, at any time prior to the execution and delivery of any construction contract relating to the GCE Restoration Work, Unit Restoration Work, Residential LCE Restoration Work or Hotel LCE Restoration Work (other than a construction contract relating solely to Safety Work (as defined below) or other minor construction work not constituting restoration work), more than seventy-five percent (75%) in Common Interest duly vote not to proceed to make the necessary GCE Restoration Work or require the necessary Unit Restoration Work, Residential LCE Restoration Work or Hotel LCE Restoration Work, as the case may be, then: (i) the Condominium Board shall secure and fence in the Property boundary, and shall raze the Building, if necessary, and put the Building and Property into compliance with applicable Laws, and otherwise make the Property and Building safe (all of the activities described in this clause (i), the "Safety Work"); and (ii) the GCE Restoration Insurance Proceeds, net of the costs and expenses of the Condominium Board hereunder and the cost of any Safety Work, shall be divided among the Unit Owners in accordance with their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such fund all liens of Registered Mortgagees holding mortgages against such Unit Owner's respective Unit, and all unpaid charges, liens and Delinquency Charges applicable to such Unit.

11.13.2 Partial Condemnation. Notwithstanding anything in the Declaration or these By-Laws to the contrary, if the Building is partially taken by condemnation or eminent domain (a "Partial Condemnation"), then (i) the Condominium Board shall be required to restore only those General Common Elements necessary for the Units remaining after such Partial Condemnation and (ii) any Unit Owner whose Unit has been partially taken and irrespective of any condemnation award therefor, shall contribute to the Condominium Board the cost for any applicable GCE Restoration Work relating to such Unit Owner's Unit, and such funds shall be deemed to be GCE Restoration Funds; provided, however, that any excess GCE Restoration Funds shall, after the completion of the applicable GCE Restoration Work, be returned to such Unit Owner (after deducting any Delinquency Charges).

11.13.3 Total Condemnation. Notwithstanding any provision of the Declaration or By-Laws to the contrary, if all or substantially all of the Building is taken by condemnation or eminent domain (a "Total Condemnation") (a) the Condominium Board shall perform any Safety Work which it deems appropriate, (b) any award received by a Unit Owner with respect to the taking of its Unit as part of the Total Condemnation shall be payable to the applicable Unit Owner, after deducting any Delinquency Charges and (c) the Condominium Board shall have no obligation to restore the General Common Elements.

11.13.4 Restoration Work; Plans. All GCE Restoration Work, Unit Restoration Work, Residential LCE Restoration Work and Hotel LCE Restoration Work hereunder shall be performed in accordance with the applicable provisions of the Declaration and these By-Laws regarding the performance of Alterations and/or Repairs, including without limitation the approval provisions of Section 8.1.1 of these By-Laws.

11.13.5 Reallocation of Percentage Interests. (a) If, as a result of a taking or casualty, the gross square footage of any Unit changes, the Condominium Board shall promptly (x) adjust, as of the date of such taking or casualty, the Unit Owner's Common Interest percentage in a manner consistent with the allocation of the Common Interests in existence immediately preceding such casualty or taking and in accordance with the then applicable Real Property Law, (y) equitably adjust, as of the date of such taking or casualty, the then effective budget to take into account the casualty or taking, and (z) subject to the provisions of Article 17 of the Declaration and Article 16 of these By-Laws, prepare and record in the Register's office an amendment to the Declaration, confirming such reallocation. If the Condominium Board shall not agree on any of the matters referred to in the foregoing clauses (x), (y) and (z) within ninety (90) days following completion of the reconstruction, they shall submit such issue to Arbitration.

(b) If a Unit Owner or Board does not (in the course of restoring its Unit or Section, including any Residential Limited Common Elements or Hotel Limited Common Elements) restore the number of gross square feet existing immediately preceding the fire or other casualty, then, notwithstanding such reduction in the number of gross square feet, such Unit Owner's/s' Common Interest(s) and allocation(s) of General Common Charges shall not be diminished. Likewise, each Unit Owner's Common Interest and allocation of General Common Charges shall not be adjusted or diminished if a Unit Owner chooses to restore its Unit to a "core and shell" condition rather than to a fully operational condition (as each such condition is described in Section 11.11.4 above).

ARTICLE 12

EVENTS OF DEFAULT; RIGHTS OF CURE; CONDOMINIUM BOARD'S LIEN; GRANTEES LIABLE FOR UNPAID GENERAL COMMON CHARGES

12.1 Failure to Pay General Common Charges.

12.1.1 The Condominium Board shall take prompt action to collect any General Common Charges or Special Assessments which remain unpaid following notice and the expiration of applicable grace periods, including, without limitation, the institution of such actions and the recovery of interest and expenses as are provided in this Article 12.

12.1.2 The Condominium Board shall have a lien (the "Condominium Board's Lien") for all unpaid General Common Charges, Special Assessments, other sums payable to it as if part of General Common Charges or amounts otherwise due to the Condominium Board (together with interest thereon as provided in this Article) from a delinquent Unit Owner. Such lien(s) shall be subordinate only to liens for real estate taxes and other assessments by taxing authorities and, to the extent required by applicable Law, to prior recorded mortgages on the Unit(s) of such delinquent Unit Owner(s), which are first mortgages of record. Without limiting any of the foregoing, the Condominium Board may: (w) bring an action to foreclose the Condominium Board's Lien in accordance with Section 339-aa of the Real Property Law; (x) purchase the interest of the owner of such Unit at a foreclosure sale resulting from any such action; (y) proceed by appropriate judicial proceedings to enforce the specific performance or observance by the defaulting General Common Charge Obligor of the applicable provisions of the Declaration or these By-Laws from which default arose; or (z) exercise any other remedy available at law or in equity; however, in the event the net proceeds received on a foreclosure sale are insufficient to satisfy the defaulting Unit Owner's obligations, there shall be no further cause of action against such Unit Owner with respect to such deficit. Each of the remedies herein described as well as any other remedy available at law or in equity may be exercised concurrently or sequentially. Any Registered Mortgagee may bid in a foreclosure sale of any Unit.

12.1.3 The Condominium Board shall not record any notice of any Condominium Board's Lien prior to the date on which all applicable notice and grace periods (including cure periods to which any Registered Mortgagee may be entitled) in respect of the default(s) giving rise to the Condominium Board's Lien have expired. Subject to the requirements with respect to notice, grace and cure periods set forth in the preceding sentence, the pendency of an Arbitration with respect to the obligations giving rise to any such lien shall not serve to prevent the Condominium Board from recording any Condominium Board's Lien; however, no proceedings or filings in furtherance thereof (other than as may be required in order to preserve the validity and priority of the lien so recorded) shall be had or made, as the case may be, until the resolution of the Arbitration with respect thereto, and to the extent it shall be determined in Arbitration that the Condominium Board was not entitled to record all or any portion of such Condominium Board's Lien, the Condominium Board shall, as promptly as practicable following such determination and at the Condominium Board's expense, cause its Condominium Board's Lien (or portion thereof) to be released and discharged. The Condominium Board's Lien shall be

effective from and after the time of recording in the public records of New York County of a claim of lien stating the description of the Unit, the name, if any, and the address of the Unit, the City Register's File Number (or other identifying recording information) of record of the Declaration, the name of the record owner, the amount due and purpose of such amount and the date when due. Subject to the penultimate sentence of Section 12.1.4 hereof, such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Condominium Board. Upon full payment of all sums evidenced by the lien including, without limitation, interest at the Default Rate, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at its expense. Liens for unpaid General Common Charges may also be reduced to a personal money judgment against the Unit Owner or may be foreclosed by suit brought in the name of the Condominium Board or the Unit Owner asserting the lien in the same manner as a contract or other action (and without waiving the lien securing the same); provided, however, that no Unit Owner shall be liable to the Condominium Board for any deficiency with respect to a Unit owned by such Unit Owner and upon which the Condominium Board has foreclosed its Condominium Board's Lien. In the event of the foreclosure of such lien, the Condominium Board shall have the power to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such Unit.

12.1.4 The Condominium Board shall charge any delinquent General Common Charge Obligor: (i) a late charge of $.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their initial due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); (ii) interest at the Default Rate on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof to the date payment is actually received from the delinquent General Common Charge Obligor; and (iii) if the Condominium Board institutes a suit or other proceeding to collect sums due hereunder, all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Condominium Board or by any Managing Agent in any proceeding brought to collect such unpaid General Common Charges or in an action to foreclose a Condominium Board's Lien with respect to such delinquent Person's Unit(s). All such late charges, interest, expenses and fees shall be added to and shall constitute General Common Charges payable by such General Common Charge Obligor (and the Condominium Board's Lien, as applicable, shall also secure the payment of such additional sums). A suit to recover a money judgment for unpaid General Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

12.2 Other Defaults Under the Condominium Documents.

12.2.1 The violation of any of the General Rules and Regulations or the breach of any provision of these Condominium By-Laws, or the breach of any provision of the Declaration, shall give the Condominium Board the right, in addition to any other rights set forth in these By-Laws or the Declaration, (i) to enter any Unit, General Common Elements or Limited Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Condominium Board shall not thereby be deemed guilty or liable in any matter of trespass, and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or

breach, provided that the Condominium Board gives the Unit Owner notice (which may be by telephone) that such violation exists, that repairs or replacements are necessary and that the Condominium Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Condominium Board may deem appropriate, and the Condominium Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of General Common Charges.

12.2.2 The violation or breach of any of the provisions of these By-Laws, any of the General Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant and Sponsors or their designees shall give to Declarant, the Sponsors or their designees, as the case may be, the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

12.2.3 In the event that any Unit Owner, after receipt of written notice from the Condominium Board, fails or neglects in any way to perform any of its obligations with respect to the maintenance, repair or replacement of its Unit as provided in the Condominium Documents or of any Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Condominium Board may perform or cause to be performed such obligation unless such Unit Owner, within five days after receiving notice of such default by the Condominium Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible as aforesaid, together with interest thereon at the Default Rate, shall be immediately payable by such Unit Owner to the Board and shall, for all purposes hereunder, constitute General Common Charges payable by such Unit Owner.

12.3 Priority of Recourse Against Residential Unit Owners.

12.3.1 Notwithstanding anything to the contrary contained in this Article 12 and without limiting the rights of the Residential Board as set forth in the Residential By-Laws, the Residential Board shall in the first instance have the exclusive right of enforcement with respect to, and to exercise any remedy or recourse as against, a Residential Unit Owner as to whom or which any default under the Declaration, these By-Laws, the General Rules and Regulations, the Residential By-Laws and/or the Residential Rules and Regulations exists. The Residential Board shall, upon demand by the Condominium Board, use commercially reasonable efforts (and shall promptly, diligently and continuously attempt) to cause such defaulting Residential Unit Owner to cure such default (including, without limitation, through the exercise of all remedies available to the Residential Board under the Residential By-Laws). However, a default shall in no event be deemed to exist with respect to the Residential Board by reason of any action or inaction by, or a default existing with respect to, a Residential Unit Owner (or such Board's action or inaction with respect to the enforcement or cure of the same).

12.3.2 In the event the Residential Board fails, within forty-five (45) days after demand is made by the Condominium Board to cause the Residential Unit Owner in question to cure its non-monetary default under the Declaration or these By-Laws (or, if such default is such that the Residential Board cannot reasonably cause the Residential Unit Owner in question to cure the same within such forty-five (45) day period, the Residential Board fails, as promptly as practicable within such forty-five (45) day period, to commence, and thereafter to proceed with diligence and continuity, to cause such Residential Unit to cure its default), then the Condominium Board shall be entitled to exercise its right to cure any such default in accordance with the applicable provisions of the Declaration or these By-Laws.

12.4 Priority of Recourse Against Hotel Unit Owners.

12.4.1 Notwithstanding anything to the contrary contained in this Article 12 and without limiting the rights of the Hotel Board as set forth in the Hotel By-Laws, the Hotel Board shall in the first instance have the exclusive right of enforcement with respect to, and to exercise any remedy or recourse as against, a Hotel Unit Owner as to whom or which any default under the Declaration, these By-Laws, the General Rules and Regulations, the Hotel By-Laws and/or the Hotel Rules and Regulations exists. The Hotel Board shall, upon demand by the Condominium Board, use commercially reasonable efforts (and shall promptly, diligently and continuously attempt) to cause such defaulting Hotel Unit Owner to cure such default (including, without limitation, through the exercise of all remedies available to the Hotel Board under the Hotel By-Laws). However, a default shall in no event be deemed to exist with respect to the Hotel Board by reason of any action or inaction by, or a default existing with respect to, a Hotel Unit Owner (or such Board's action or inaction with respect to the enforcement or cure of the same).

12.4.2 In the event the Hotel Board fails, within forty-five (45) days after demand is made by the Condominium Board to cause the Hotel Unit Owner in question to cure its default under the Declaration or these By-Laws (or, if such default is such that the Hotel Board cannot reasonably cause the Hotel Unit Owner in question to cure the same within such forty-five (45) day period, the Hotel Board fails, as promptly as practicable within such forty-five (45) day period, to commence, and thereafter to proceed with diligence and continuity, to cause such Hotel Unit Owner to cure its default), then the Condominium Board shall be entitled to exercise its right to cure ant such default in accordance with the applicable provisions of the Declaration or these By-Laws.

12.5 Grantee Liable for Unpaid General Common Charges; Statement of Defaults.

(a) To the extent applicable, upon any voluntary conveyance of either the Accessory Unit or the Club Unit, the grantee of such Unit shall (subject to the proviso clause of the penultimate sentence of Section 12.1.3 above) be liable for all unpaid General Common Charges pertaining to such Unit (which Unit shall continue to be subject to any Condominium Board's Lien existing as of the date of such conveyance), whether accrued and in respect of the period up to and including the date of such conveyance or in respect of the period following conveyance, but without prejudice to any right of the grantee to recover from the grantor any amounts paid by the grantee.

(b) Any General Common Charge Obligor may request from the Condominium Board for the benefit of a prospective purchaser, lender or Occupant, or otherwise, a statement: showing the amount of unpaid General Common Charges pertaining to such General Common Charge Obligor; stating whether there exists any known default under the Declaration or these By-Laws by the requesting Person, and if there are known defaults, specifying the nature thereof; stating the date and recording information of any amendments to the Declaration and these By-Laws, and stating whether the Declaration and these By-Laws are in full force and effect; and the Condominium Board shall provide such statement within ten (10) Business Days after request therefor. The Condominium Board shall be entitled to charge the requesting General Common Charge Obligor a reasonable fee for preparing and rendering said statement. Any Registered Mortgagee may request a similar statement with respect to a Unit upon which it holds a Registered Mortgage, with any reasonable charge therefor to be paid by the applicable Unit Owner. From time to time, the Condominium Board may request a statement from each General Common Charge Obligor, that, except as may be otherwise specified, the Condominium Board is not in default under any of its obligations under the Declaration or these By-Laws, and such other reasonable information as may be reasonably requested. The addressee of any such statement shall be entitled to rely thereon; and each statement delivered pursuant to this Section 12.4 shall act as a waiver of any claim between the addressee and the Condominium Board or Person furnishing such statement to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement provided, however, that: (i) the issuance of such statement shall in no event subject the Condominium Board to any liability for the negligent or inadvertent failure of the Condominium Board to disclose correct and/or relevant information and (ii) such issuance shall not be construed to waive any rights of the issuer with respect to any audit of or adjustments to General Common Charges as provided for in the Declaration and/or these By-Laws, or to challenge acts committed by a Unit Owner for which approval by or consent of the Condominium Board was required but not sought or obtained.

12.6 Title of Condominium Board on Foreclosure. Subject to Section 13.6 of these Condominium By-Laws, in the event of the Condominium Board's purchase of any Unit at a foreclosure sale, or in the event that any Unit Owner (to the extent permitted in the Condominium Documents) shall convey its Unit to the Condominium Board in accordance with Section 339-X of the Real Property Law, title to such Unit shall be held by the Condominium Board or its designee on behalf of all Unit Owners, and the Condominium Board shall have the power to hold, lease, mortgage, sell or otherwise deal with (but not vote the Common Interest appurtenant to) such Unit.

12.7 Residential Unit Owners. The provisions of the Residential By-Laws provide for the remedies of the Residential Board in the event of a failure by a Residential Unit Owner to pay the Residential Common Charges assessed against its Residential Unit (which Residential Common Charges include a portion of the General Common Charges allocated to the Residential Section by the Condominium Board).

12.8 Hotel Unit Owners. The provisions of the Hotel By-Laws provide for the remedies of the Hotel Board in the event of a failure by a Hotel Unit Owner to pay the Hotel

Common Charges assessed against its Hotel Unit (which Hotel Common Charges include a portion of the General Common Charges allocated to the Hotel Section by the Condominium Board).

ARTICLE 13

SALES, LEASES AND MORTGAGES OF UNITS

13.1 Sales, Leases and Mortgages of Residential Units. The provisions of the Residential By-Laws, to the extent not in conflict with the Declaration and these By-Laws, shall govern the sale, leasing and mortgaging of the Residential Units; except that, notwithstanding the foregoing, Declarant and/or Residential Sponsor, shall have the right, at any time, in its sole discretion and without the consent of any Person, to sell, assign or otherwise transfer, lease or encumber any Unsold Residential Unit(s), whether by merger, consolidation, sale, lease, mortgage, assignment or otherwise.

13.2 Sales, Leases and Mortgages of Condo Hotel Units. The provisions of the Hotel By-Laws, to the extent not in conflict with the Declaration and these By-Laws, shall govern the sale, leasing and mortgaging of the Condo Hotel Units; except that, notwithstanding the foregoing, Declarant and/or Condo Hotel Sponsor, shall have the right, at any time, in its sole discretion and without the consent of any Person, to sell, assign or otherwise transfer, lease or encumber any Unsold Condo Hotel Unit(s), whether by merger, consolidation, sale, lease, mortgage, assignment or otherwise.

13.3 Sales, Leases and Mortgages of the Commercial Units. Each Commercial Unit Owner with respect to its Commercial Unit may, without the prior consent of any Board, Unit Owner or any other Person, sell, assign or otherwise transfer, lease or encumber its Unit (whether by merger, consolidation, sale, lease, mortgage, assignment or otherwise, but subject to the restrictions on use and leasing provided herein or in the Declaration); provided, however, that: (i) no lien to secure repayment of any sum borrowed may be created on any other Unit without the prior written consent of the owner of such other Unit or on any of the Common Elements (as opposed to the applicable Unit Owner's undivided interest therein) without the prior written consent of all affected Boards and Unit Owners; and (ii) no Unit Owner (other than such borrowing Unit Owner), nor any Board, will be liable for repayment of any portion of any such loan, unless all such Unit Owner(s) and Boards, as applicable, otherwise so agree in writing.

13.4 Registered Mortgagee Requirements; Rights of Registered Mortgagees.

(a) The term "Registered Mortgage" as used herein shall mean a mortgage, as the same may be amended, modified or restated from time to time, given to secure the repayment of money or other obligation owed by a Commercial Unit Owner: (i) which shall comply with the provisions of this Article 13; and (ii) a true and correct copy of such mortgage has been delivered to the Secretary of the Condominium Board (and, in the case of the Transient Hotel Unit Owner, the Secretary of the Hotel Board), together with a certification by the indebted Unit Owner or the mortgagee confirming that such copy is a true and correct copy of the mortgage in question. Such defined term shall also include the mortgages encumbering the Property as of the date of recording of the Declaration, as each mortgage may be increased,

amended, restated, modified, split, severed and assigned from time to time (each, a "Construction Loan Mortgage"). In the event of any assignment of a Registered Mortgage or in the event of a change of address of a Registered Mortgagee or of an assignee of such Registered Mortgage, notice of the new or changed name and address shall be provided to the Secretary of the Condominium Board (and, in the case of the Transient Hotel Unit Owner, the Secretary of the Hotel Board). The term "Registered Mortgagee" as used herein shall mean the record holder of a Registered Mortgage from time to time (subject to the preceding sentence). All Registered Mortgages shall be deemed to include (whether or not such mortgage in fact includes) an express provision acknowledging: (y) that the lien of such mortgage is and shall be subordinate to the Declaration and these By-Laws (and the provisions thereof and hereof) but superior to the Condominium Board's Lien to the extent set forth in Section 12.1.2 above; and (z) that the mortgagee (and its successors and assigns) will take title (whether by foreclosure, deed-in-lieu of foreclosure or otherwise) subject to the Declaration and these By-Laws.

(b) If a Commercial Unit Owner or its Registered Mortgagee shall have served on the Secretary of the Condominium Board (and, in the case of the Transient Hotel Unit Owner, the Secretary of the Hotel Board), as described in the preceding subparagraph, a notice ("RM Notice") specifying the name and address of such Registered Mortgagee, such Registered Mortgagee shall be given a copy of each and every notice of the occurrence of a default or an Event of Default (including, without limitation, all notices (including notices that the Condominium Board (or, in the case of the Transient Hotel Unit Owner, the Hotel Board) or another Person intends to cure an Event of Default) described in Sections 12.1, 12.2, 12.4 and 12.5 hereof) required or permitted to be given to such Registered Mortgagee's mortgagor pursuant to the Declaration or these By-Laws (or, in the case of the Transient Hotel Unit Owner, the Hotel By-Laws) at the same time as and whenever such notice shall thereafter be given thereunder or hereunder, at the address last furnished by the applicable Commercial Unit Owner, or Registered Mortgagee. After receipt of an RM Notice from a Commercial Unit Owner or Registered Mortgagee, no notice of the occurrence of a default or an Event of Default thereafter given with respect to such Registered Mortgagee's mortgagor under the Declaration or these By-Laws by the Condominium Board (or, in the case of the Transient Hotel Unit Owner, the Hotel Board) or any other party entitled to give such notice shall be effective as to such Registered Mortgagee unless and until a copy thereof shall have been so given to the Registered Mortgagee(s). If a Registered Mortgage so provides or otherwise requires, then any insurance proceeds or condemnation award payable to a Commercial Unit Owner pursuant to the provisions hereof (or, in the case of the Transient Hotel Unit Owner, the Hotel By-Laws) shall, upon notice from a Registered Mortgagee of such mortgagor, be delivered instead to such Person's Registered Mortgagee but applied as provided in the applicable provisions hereof (including, without limitation, Section 11.10) and of the Declaration.

(c) If more than one Registered Mortgagee having a lien on any Commercial Unit has exercised any of the rights afforded by this Section 13.3, only that Registered Mortgagee, to the exclusion of all other Registered Mortgagees, whose Registered Mortgage is most senior in priority of lien with respect to such Commercial Unit (the "Senior RM") shall be recognized by the other Unit Owner(s), the Residential Board, the Hotel Board and the Condominium Board as having exercised such right, for so long as such Registered Mortgagee shall be diligently exercising its rights hereunder with respect thereto; provided, however, that by written notice to the Condominium Board, such Registered Mortgagees may

designate one of them which is not most senior in priority to be deemed the Senior RM for purposes of this Section 13.3(c).

(d) Each Registered Mortgagee shall have the right, but not the obligation, to cure any Event of Default by such Registered Mortgagee's mortgagor. The Condominium Board, the Residential Board, Hotel Board and all Unit Owners shall accept performance by a Registered Mortgagee (or its designee or nominee) of any covenant, condition or agreement on the part of a Commercial Unit Owner to be performed hereunder with the same force and effect as though performed by such Registered Mortgagee's mortgagor, even if such performance is after the applicable time period set forth in clause (e) below.

(e) Notwithstanding any other provision of the Declaration or these By-Laws to the contrary, upon the occurrence of an Event of Default by a Commercial Unit Owner, no remedies contemplated under the Condominium Documents (other than (x) the remedies set forth in Section 12.4.1 hereof; (y) giving a notice pursuant to the first sentence of Section 12.5 hereof; and (z) unless clause (2) of this sentence applies and the applicable Non-Monetary Event of Default is not an Event of Default under Section 12.1.1(d) or Section 12.1.1(e) hereof, the remedies set forth in Section 12.2.1 hereof) shall be exercised by any Board or Unit Owner with respect thereto if a Registered Mortgagee of such Commercial Unit Owner shall (1) with respect to a Monetary Event of Default, within thirty (30) days following its receipt of any notice to the effect that a Monetary Event of Default has occurred with respect to its mortgagor, cure (or cause to be cured) such Monetary Event of Default, (2) with respect to any Non-Monetary Event of Default that is reasonably capable of being cured without owning or controlling the applicable Unit, within thirty (30) days following its receipt of any notice to the effect that such Non-Monetary Event of Default has occurred with respect to its mortgagor (a "Default Notice"), cure (or cause to be cured) such Non-Monetary Event of Default, or (3) with respect to any Non-Monetary Default in respect of which ownership or control of the applicable Unit is reasonably necessary to cure the Non-Monetary Event of Default in question, within ninety (90) days following its receipt of a Default Notice with respect thereto, commence to cure (or cause to be cured) the applicable Non-Monetary Event of Default, which cure may consist solely of exercising diligent efforts to obtain ownership or control of the applicable Units, and then diligently and continuously pursue such cure until completion.

(f) In addition, notwithstanding any provision hereof to the contrary, if one or more Events of Default have occurred with respect to a Commercial Unit Owner, but such defaulting Person's Registered Mortgagee is taking the actions described in the preceding subparagraph (e) (as and when provided therein) with respect to, and/or has cured, each such Event of Default, then: (i) the Registered Mortgagee shall be entitled to replace and designate the Condominium Board Members (and, in the case of the Transient Hotel Unit Owner, the members of the Hotel Board) that such defaulting Commercial Unit Owner would otherwise have been entitled to designate, as if such Registered Mortgagee were the Designator thereof; (ii) the Registered Mortgagee shall be entitled to vote at all Unit Owners Meetings the Common Interest that the Commercial Unit Owner would otherwise have been entitled to vote thereat and to give any consent or approval that its mortgagor could have given, which shall be granted or withheld under the same terms as are applicable to its mortgagor, as if such Registered Mortgagee were its mortgagor; and (iii) the Condominium Board (and, in the case of the Transient Hotel Unit, the Hotel Board) shall rely (and be entitled to rely) on the votes of or actions taken by the Registered

Mortgagee or the Condominium Board Member (or member(s) of the Hotel Board, as applicable) designated by it in determining the appropriateness of any action to be taken. The rights of a Registered Mortgagee under the preceding sentence shall remain in effect until the Secretary of the Condominium receives the written notice described in the last sentence of Section 2.9.5 hereof and the last sentence of Section 3.7 hereof. Payment or performance of any obligation of a Commercial Unit Owner by a Registered Mortgagee (prior to the date on which such Registered Mortgagee or its assignee or designee or nominee shall take title to the defaulting Unit Owner's Unit) shall not give rise to any obligation on the part of the Registered Mortgagee to continue to pay or perform in the future.

13.5 No Severance of Ownership. No Commercial Unit Owner shall execute any mortgage or other instrument conveying or mortgaging title to its Commercial Unit without including therein its entire Common Interest appurtenant to such Unit. Any such mortgage or deed or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. Nothing in this Section 13.4 shall prohibit the lease of all or any portion of a Commercial Unit without the simultaneous lease of its appurtenant Common Interest.

13.6 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common; Waiver of Right of Surrender. (a) In the event that the Accessory Unit Owner or Club Unit Owner shall convey its Unit to the Condominium Board (to the extent permitted under the Condominium Documents) in accordance with Section 339-X of the Real Property Law, or any Commercial Unit shall be acquired by the Condominium Board or its designees (either at a foreclosure sale or otherwise) on behalf of all Unit Owners as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit as herein provided.

(b) To the extent permitted by Law, each of the Commercial Unit Owners shall be deemed to have waived any and all right to surrender its Commercial Unit (in each case, together with its Appurtenant Interests), to the Condominium Board.

ARTICLE 14

ARBITRATION

14.1 General Procedure. Except as may otherwise be expressly provided in these By-Laws or the Declaration, any arbitration provided for in these By-Laws or the Declaration ("Arbitration") shall be conducted before one arbitrator (having 10 or more years experience in the field of Manhattan mixed use developments) by the American Arbitration Association or any successor organization thereto, in accordance with its rules then in effect. The decision rendered in such Arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association shall not then be in existence and has no successor, any Arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrator so chosen shall be given within 10 days after his or her appointment.

14.2 Costs and Expenses. The fees, costs and expenses of the arbitrator shall be borne by the losing party in the Arbitration or, if the position of neither party to a dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the parties to the dispute. Each disputant shall also bear the fees and expenses of its counsel and expert witnesses. Subject to the foregoing, all costs and expenses paid or incurred by the Condominium Board in connection with any Arbitration held hereunder (including, without limitation, the fees and expenses of counsel and expert witnesses) shall constitute General Common Expenses.

14.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to Arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 14.1 with respect to the Arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 15

GENERAL RULES AND REGULATIONS

All General Rules and Regulations adopted from time to time by the Condominium Board shall be non-discriminatory and uniformly applied. None of the General Rules and Regulations shall be in conflict with these By-Laws or the Declaration. Each Commercial Unit Owner may adopt and, from time to time, modify, amend or add to rules and regulations concerning the use of its Commercial Unit. Notice and a copy of any newly adopted General Rules and Regulations or any modifications, amendments or additions thereto shall be given by the Condominium Board to each Unit Owner not less than thirty (30) days prior to the effective date thereof.

ARTICLE 16

AMENDMENTS TO DECLARATION AND/OR BY-LAWS

16.1 General. Except as specifically provided herein and in the Declaration with respect to amendments, modifications, additions or deletions (each, an "Amendment") to the Declaration and/or these By-Laws: (i) solely for the purpose of, and to the extent required for, effecting the permitted subdivision and/or combination of Units; and/or (ii) affecting Declarant, Residential Sponsor (or its designee(s) or other Unsold Residential Unit Owner(s)), Condo Hotel Sponsor (or its designee(s) or other Unsold Condo Hotel Unit Owner(s)), or the Commercial Units or any Commercial Unit Owner: (a) the Condominium Board may add to, amend, modify or delete ("Amend") any provision of the Declaration and/or these By-Laws by a 75% vote of the Condominium Board Members Present in Person and entitled to vote at a duly called meeting of such Board at which a quorum is present; provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered without the written consent of all Unit Owners directly affected; (b) any provision of the Declaration and/or these By-Laws benefiting, protecting or otherwise affecting only the Residential Section or the Residential Unit Owners may be Amended by the affirmative vote of at least 66-2/3% in number

and in Common Interest of all Residential Unit Owners taken in accordance with the provisions of these By-Laws and the Residential By-Laws; (c) any provision of the Declaration and/or these By-Laws benefiting, protecting or otherwise affecting only the Hotel Section or the Hotel Unit Owners may be Amended by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Hotel Unit Owners taken in accordance with the provisions of these By-Laws and the Hotel By-Laws; and (d) any provision of the Declaration and/or these By-Laws benefiting, protecting or otherwise affecting only the Commercial Units or the Commercial Unit Owners may be Amended by the affirmative vote of at least 66-2/3% in Common Interest of all Commercial Unit Owners taken in accordance with the provisions of these By-Laws. Notwithstanding the foregoing, but subject to the provisions of the Declaration and/or these By-Laws with respect to Amendments to the Declaration and/or these By-Laws: (i) solely for the purpose of, and to the extent required for, effecting the permitted subdivision and/or combination of Units; and/or (ii) affecting Declarant, Residential Sponsor (or its designee(s) or other Unsold Residential Unit Owner(s)), Condo Hotel Sponsor (or its designee(s) or other Unsold Condo Hotel Unit Owner(s)), or the Commercial Units or any Commercial Unit Owner: (i) no Amendment pursuant to the provisions of clause (a) above which would materially adversely affect the lien of any mortgagee under the Condominium Documents or Amend any enumerated rights, privileges, liabilities or obligations of mortgagees of Units shall be effective without the written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of a majority of the Residential Mortgagee Representatives, if any, a majority of the Condo Hotel Mortgagee Representatives, if any, and the Registered Mortgagees of the Accessory Unit and Transient Hotel Unit; (ii) no Amendment pursuant to the provisions of clause (b) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Residential Mortgagee Representatives, if any; (iii) no Amendment pursuant to the provisions of clause (c) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Condo Hotel Mortgagee Representatives, if any, and the Registered Mortgagee of the Transient Hotel Unit; and (d) the provisions of this Section 16.1 may not be Amended unless 80% in Common Interest of all Unit Owners affected thereby duly approve such Amendment.

16.2 Amendments Affecting Declarant or Sponsors. Notwithstanding any provision contained in the Declaration and/or these By-Laws to the contrary, no Amendment to the Condominium Documents shall be effective in any way: (a) without the prior written consent of the affected Commercial Unit Owner(s), with respect to any Amendment thereto modifying the permitted uses of any Commercial Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Commercial Unit Owner; (b) without the prior written consent of Residential Sponsor or its designee or the owner of any Unsold Residential Unit with respect to any amendment, modification, addition or deletion of or to the Condominium Documents modifying the permitted uses of the Residential Section or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Residential Sponsor or its designee or the owner of any Unsold Residential Unit, or otherwise adversely affecting Residential Sponsor or its designee or the owner of any Unsold Residential Unit; (c) without the prior written consent of Condo Hotel Sponsor or its designee or the owner of any Unsold Condo Hotel Unit with respect to any amendment, modification, addition or deletion of or to the Condominium Documents modifying the permitted uses of the Hotel Section or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Condo Hotel Sponsor or its designee or the owner of any Unsold Condo Hotel Unit, or otherwise

adversely affecting Condo Hotel Sponsor or its designee or the owner of any Unsold Condo Hotel Unit; or (c) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Unit with respect to any amendment, modification, addition or deletion of or to the Condominium Documents modifying the permitted uses of such Unsold Unit or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Unit.

16.3 Special Amendments. Declarant, Residential Sponsor, Condo Hotel Sponsor and the Commercial Unit Owners shall have the right to amend the Declaration and these By-Laws, without the consent of any Board or any other Unit Owner, to effectuate the rights otherwise granted to such party under the terms of the Declaration and these ByLaws.

16.4 Amendments of Residential By-Laws. Subject to the provisions hereof or thereof with respect to amendments affecting Declarant, Residential Sponsor and/or the owner of any Unsold Residential Unit(s), and subject to compliance with any other requirements of this Article 16, the Residential Unit Owners shall have the right to amend, modify, add or delete any provision of the Residential By-Laws in accordance with the terms and conditions of the Residential By-Laws.

16.5 Amendments of Hotel By-Laws. Subject to the provisions hereof or thereof with respect to amendments affecting Declarant, Condo Hotel Sponsor, the Transient Hotel Unit Owner and/or the owner of any Unsold Condo Hotel Units, and subject to compliance with this Article 16, the Hotel Unit Owners shall have the right to amend, modify, add or delete any provision of the Hotel By-Laws in accordance with the terms and conditions of the Hotel By-Laws.

16.6 Recording of Amendments. No Amendment to the Declaration, Condominium By-Laws, Residential By-Laws and/or Hotel By-Laws shall be effective until approved in accordance with the applicable provisions of the Condominium Documents and recorded in the Register's Office.

16.7 Execution and Delivery of Amendments. Subject to the provisions contained herein or in the Declaration with respect to Amendments affecting Declarant, Residential Sponsor, Condo Hotel Sponsor, their respective designees or the holder of any Unsold Units, any Amendment to the Declaration and/or Condominium By-Laws, Residential By-Laws or Hotel By-Laws may be executed: (i) if on behalf of the applicable Board, by the President or Vice President and the Secretary or an Assistant Secretary of such Board; and (ii) if on behalf of a Commercial Unit Owner, by any general partner, managing member, officer or other authorized person of such owner.

16.8 Amendments Affecting the Condo Hotel Units. Notwithstanding any provision herein or in the Declaration to the contrary, the provisions of Section 8.2 of the Declaration with respect to the permitted uses of the Condo Hotel Units may not be amended without the written consent thereto of the New York City Department of Buildings.

ARTICLE 17

INSURANCE TRUSTEE

The Insurance Trustee shall be a bank or trust company having an office located in The City of New York, designated by the Condominium Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or is replaced by the Condominium Board, the Condominium Board shall appoint a new Insurance Trustee which shall be a bank or trust company having an office located in The City of New York and having a capital surplus and undivided profits of $500,000,000 or more. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York.

ARTICLE 18

MISCELLANEOUS

18.1 Approvals and Consents.

18.1.1 Wherever the consent or approval of Declarant, Residential Sponsor or Condo Hotel Sponsor is required under these By-Laws or the Declaration, such consent or approval shall not be required when such Person (either directly or through its affiliates) no longer owns any Units.

18.1.2 Any approval or consent of a Board, Declarant, Sponsor or any Unit Owner or Board Member required under the Declaration or these By-Laws may, except to the extent expressly provided to the contrary in the Declaration or these By-Laws, be granted or withheld in such Person's sole discretion. Whenever the approval or consent of a Board, Sponsor, or any Unit Owner or Board Member is required under the Declarations or these By-Laws not to be unreasonably withheld, such approval shall also not be unreasonably conditioned or delayed.

18.1.3 Notwithstanding that the consent and/or approval of any Board or Unit Owner may be required for or with respect to any particular matter, there shall be no separate or further requirement to obtain the consent or approval of the Managing Agent for any of the foregoing Persons.

18.1.4 Notwithstanding any other provision of the Declaration and By-Laws, with respect to any right of approval or consent granted to any Person by virtue of any "affect" or "impact" on it or any portion of the Property owned or controlled by it, in each instance the "affect" alleged must relate to the unique circumstances of such Person and the portion(s) of the Property owned or controlled by it; and no specific right of approval or consent shall apply with respect to any such matter which affects or impacts all Unit Owners, all General Common Charge Obligors, Commercial Unit Owners, the Hotel Board and the Residential Board, as the

case may be, simply by virtue of their status as Unit Owners, General Common Charge Obligors, Unit Owner or Board, as the case may be.

18.2 Waiver. No provision contained in the Declaration, these By-Laws or the General Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

18.3 Captions. The index hereof and captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision hereof.

18.4 Conflicts. In the event of a conflict between: (i) the terms of the Declaration and those of any of the Condominium By-Laws, Residential By-Laws or Hotel By-Laws, the terms of the Declaration shall in all events govern; (ii) the terms of the Condominium By-Laws and those of the Residential By-Laws or the Hotel By-Laws, the terms of these Condominium By-Laws shall in all events govern; and (iii) the terms of any General Rules and Regulations and those of the Residential Rules and Regulations (as defined in the Offering Plan) or Hotel Rules and Regulations (as defined in the Offering Plan), the terms of any General Rules and Regulations shall in all events govern.

18.5 Certain References.

18.5.1 A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

18.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these By-Laws refer to these entire Condominium By-Laws and not to the particular provision in which the terms are used.

18.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, paragraphs, subparagraphs or other provisions are references to Articles, Sections or other provisions of these Condominium By-Laws.

18.6 Severability. Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

18.7 CPI Increases. All specific dollar amounts set forth in these By-Laws or the Declaration shall be adjusted by the CPI Increase Factor except to the extent otherwise provided. For such purposes, the "CPI Increase Factor" means an increase proportionate to any increase in the cost of living from the date of the initial recording of the Declaration, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if

the same ceases to be published, a commonly used substitute therefor reasonably selected by the Condominium Board (such index or substitute, the "Consumer Price Index").

18.8 Covenant of Further Assurances.

18.8.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an Occupant of a Unit, a member or an officer of any Board, a Registered Mortgagee, Residential Mortgagee Representative, Condo Hotel Mortgagee Representative or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, as shall be reasonably necessary to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction (but without expanding the scope of any liability or obligation on the part of the cooperating party beyond that set forth in the Condominium Documents).

18.8.2 If any Unit Owner or any other party which is subject to the terms of these By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses to take any action which such Unit Owner or other party is required to perform pursuant to one or more specific provision of these By-Laws, in each case (unless a specific provision with respect thereto is provided for elsewhere in the Condominium Documents) within fifteen (15) Business Days after request therefor and within five (5) Business Days after receipt of a second request therefor (which second request shall be accompanied by a copy of the initial request (and any supporting materials) and stating in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOU TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFOR, WHICH IS REQUIRED UNDER THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR BY-LAWS. YOUR FAILURE TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, AS THE CASE MAY BE, WITHIN FIVE BUSINESS DAYS FROM THE DATE HEREOF SHALL ENTITLE THE CONDOMINIUM BOARD TO DO SO ON YOUR BEHALF.", then the Condominium Board is hereby authorized, as attorney-in-fact, coupled with an interest, for such Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party, and such instrument or action shall be binding on such Unit Owner or other party, as the case may be. Any dispute with respect to the foregoing shall be subject to Arbitration; provided, the Person refusing to execute, acknowledge or deliver any such instrument, or refusing to take any such action, expressly renders such refusal in writing (together with its rationale for such refusal) within the time period(s) provided in this Section 18.8.2.

18.8.3 If the Condominium Board, Hotel Board or Residential Board, as applicable, fails to execute, acknowledge or deliver any instrument, or fails or refuses to take any action which is required of it to perform in furtherance of the granting of an historic preservation easement or similar right, then Declarant and/or its designee is authorized, as attorney-in-fact, coupled with an interest, for the Boards, to execute, acknowledge and deliver any instrument, or

to take action, in the name of the Boards in furtherance thereof, and such instrument or action shall be binding on the applicable Board(s), as the case may be.

EXHIBIT 1
TO CONDOMINIUM BY-LAWS

TABLE OF DEFINITIONS

Accessory Unit: As defined in Section 3.1 of the Declaration.

Accessory Unit Owner: the record owner, whether one or more Persons, of the Accessory Unit, in fee simple absolute, from time to time, including, without limitation, any mortgagee (or its designee) succeeding to such owner's interest in the Unit in question by foreclosure or by deed-in-lieu of foreclosure.

Affiliate: with respect to any Person, means (except as may be provided more specifically in any instance in the Condominium Documents) a Person which directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with, such Person. For purposes hereof, the term "control" (including the related terms "controlled by" and "under common control with") mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person (whether through the ownership of voting securities or other ownership interest, by contract or otherwise); and the ownership, either directly or indirectly, of at least 51% of the legal or beneficial interest in such Person.

Alterations: As defined in Section 2.2.2(a) of the By-Laws; and "Altering" shall mean performing an Alteration.

Amendment: As defined in Section 16.1(b) of the By-Laws.

Appurtenant Interests: As defined in Section 17.4 of the Declaration.

Arbitration: As defined in Section 14.1 of the By-Laws.

Board Member: means a Condominium Board Member as defined in Article 2 of the Condominium By-Laws.

Board: means any of the Residential Board, the Hotel Board or the Condominium Board, as the context may require; and such boards are collectively referred to as the "Boards".

Budget: As defined in Section 6.1.1 of the By-Laws.

Building: As defined in Article 3 of the Declaration.

Building Systems:

Business Days: means Monday to Friday, except holidays observed by the federal, state or local governments.

Club Unit: As defined in Section 3.1 of the Declaration.

Club Unit Owner: the record owner, whether one or more Persons, of the Club Unit, in fee simple absolute, from time to time, including, without limitation, any mortgagee (or its designee) succeeding to such owner's interest in the Unit in question by foreclosure or by deed-in-lieu of foreclosure.

Commercial Unit(s): Any of the Transient Hotel Unit, the Accessory Unit or the Club Unit, as the same may be subdivided or combined in accordance with the Declaration and/or Condominium By-Laws. All of any such Units are collectively referred to as the "Commercial Units."

Commercial Unit Owner: means the record owner, whether one or more Persons, of a Commercial Unit, in fee simple absolute, from time to time, including, without limitation, any Registered Mortgagee (or its designee or nominee) succeeding to such owner's interest in the Commercial Unit in question by foreclosure or by deed-in-lieu of foreclosure, and further described in Section 3.1 of the Declaration.

Common Charges: in respect of a General Common Charge Obligor means General Common Charges; and in respect of a Residential Unit Owner means Residential Common Charges and in respect of a Hotel Unit Owner means Hotel Common Charges.

Common Elements: means the General Common Elements, the Residential Limited Common Elements and the Hotel Limited Common Elements, each as defined in Article 7 of the Declaration.

Common Interest: means, at any given time, the proportionate, undivided interest in fee simple absolute appurtenant to each Unit, as expressed in percentage terms and set forth in Schedules B, to the Declaration, as such Schedule may be amended from time to time in accordance with and subject to the provisions of the Condominium Documents. References in the Declaration, the Condominium By-Laws and the Residential By-Laws to the Common Interest(s) of the Residential Section or the Residential Board shall mean, in each case, the aggregate of the Common Interests appurtenant to all the Residential Units. References in the Declaration, the Condominium By-Laws and the Hotel By-Laws to the Common Interest(s) of the Hotel Section or the Hotel Board shall mean, in each case, the aggregate of the Common Interests appurtenant to all the Hotel Units.

Condo Hotel Mortgagee Representatives: One or more (but not more than three) representatives which the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages encumbering the Condo Hotel Units may, at their election, designate in writing to the Hotel Board and the Condominium Board which representatives shall be empowered to act on behalf of all holders of Institutional Mortgages encumbering the Condo Hotel Units with respect to any matter requiring their consent or approval under the Condominium Documents.

Condo Hotel Sponsor: means Declarant or any affiliate thereof to which the Unsold Condo Hotel Units are initially conveyed following the recording of the Declaration for purposes of effecting the offering of Condo Hotel Units as set forth the Hotel Offering Plan.

Condo Hotel Unit: As defined in Section 3.1 of the Declaration.

Condo Hotel Unit Owner: the record owner, whether one or more Persons, of a Condo Hotel Unit, in fee simple absolute, from time to time, including, without limitation, any mortgagee (or its designee) succeeding to such owner's interest in the Unit in question by foreclosure or by deed-in-lieu of foreclosure.

Condominium: means the condominium established pursuant the Declaration.

Condominium Board: As defined in Article 2 of the By-Laws.

Condominium Board Member or Board Member: As defined in Article 2 of the By-Laws.

Condominium Board's Lien: As defined in Article 12 of the By-Laws.

Condominium By-Laws or By-Laws: As defined in Section 1.2 of the Declaration.

Condominium Documents: the Declaration, the Condominium By-Laws (including the General Rules and Regulations, to the extent then adopted and in effect), the Residential By-Laws (including the Residential Rules and Regulations) and the Hotel By-Laws (including the Hotel Rules and Regulations, to the extent then adopted and in effect), as any of the foregoing may be amended from time to time.

Condominium Managing Agent:

Construction Lender: means any holder of a Construction Loan Mortgage.

Construction Loan Documents: means all documents evidencing or governing a Construction Loan Mortgage.

Construction Loan Mortgage: As defined in Section 13.3(a) of the By-Laws.

Consumer Price Index: As defined in Section 18.7 of the Condominium By-Laws.

Costs: As defined in Section 2.2.2(o) of the Condominium By-Laws.

CPI Increase Factor: As defined in Section 18.7 of the Condominium By-Laws.

Declarant: means CPS 1 Realty LP, a limited partnership organized and existing under the Law of the State of Delaware duly authorized to do business in the State of New York.

Declaration: means that certain Declaration Establishing a Plan for Condominium Ownership of the Premises known as The Plaza Condominium, to which the initial form of these Condominium By-Laws are attached, as such Declaration may be amended from time to time.

Default Rate: means a rate per annum equal to the lesser of: (i) five (5) percentage points above the rate publicly announced from time to time by Citibank N.A. (or its successor) in New York, New York as its "prime rate"; and (ii) the maximum rate of interest permissible under applicable Laws, if any, with respect to the applicable amount payable hereunder.

Designator: means, with respect to a Condominium Board Member, the Person (*i.e.*, the Hotel Board, the Residential Board or the Unit Owner) entitled to designate such Board Member to the Condominium Board.

Emergency: means a condition, event or occurrence (including, without limitation, leaks or cracks, structural problems or defects) requiring Repair, Alteration or abatement immediately and specifically necessary for the preservation or safety of the Building or any part thereof, or for the health or safety (but not the general comfort or welfare) of Occupants of the Building or other persons, or required to avoid the suspension of any necessary services in the Building.

Environmental Law(s): all federal, state and local laws, rules, regulations, ordinances, requirements and orders whether now existing or hereafter enacted, promulgated or issued, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material and/or the protection of human health and the environment.

Equipment: means equipment, facilities, parts, fixtures, apparatus, appurtenances, installations and other similar items and personalty as may be located or contained in a Unit, Limited Common Element or General Common Element, but not necessarily forming a part of such Unit, Limited Common Element or General Common Element, as the case may be, unless otherwise specifically set forth in the Condominium Documents.

First Closing: means the first to occur of the First Condo Hotel Closing or the First Residential Closing.

First Condo Hotel Closing: means the first closing in which Condo Hotel Sponsor pursuant to the Hotel Offering Plan conveys title to a Condo Hotel Unit to a Person other than an Affiliate.

First Residential Closing: means the first closing in which Residential Sponsor pursuant to the Residential Offering Plan conveys title to a Residential Unit to a Person other than an Affiliate.

Floor Plans: As defined in Section 5.1 of the Declaration.

General Common Charges: As defined in Section 6.1.1 of the Condominium By-Laws.

General Common Charge Obligors: means: (i) the Accessory Unit Owner as the Unit Owner of the Accessory Unit; (ii) the Club Unit Owner as the Unit Owner of the Club Unit; (iii) the Residential Board on behalf of and as agent for the owners of the Residential Units; and (iv) the Hotel Board on behalf of and as agent for the owners of the Hotel Units.

General Common Elements: As defined in Article 7 of the Declaration.

General Common Expenses: As defined in Section 6.1.1 of the Condominium By-Laws.

General Rules and Regulations: such non-discriminatory rules and regulations as may be promulgated (and amended) by the Condominium Board from time to time with respect to various matters relating to the use of all or any portion of the Property, which either supplement or elaborate upon the provisions of the Declaration or the Condominium By-Laws, and which shall be uniformly enforced.

Governmental Authority(ies): means the United States of America, the State of New York, The City of New York and any agency, department, commission, board, bureau, instrumentality, public authority (whether governmental or quasi-governmental) or political subdivision of any of the foregoing, now existing or hereafter created (including, without limitation, the New York City Department of Buildings, the City Planning Commission and the boards of fire underwriters) having jurisdiction over the Property or any portion thereof.

Hazardous Materials: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law.

Hotel Board: As defined in Offering Plan.

Hotel By-Laws: As defined in Section 1.4 of the Declaration.

Hotel Managing Agent: The manager of the Hotel Section at the time in question.

Hotel Offering Plan: means that certain offering plan in connection with the offering of the Condo Hotel Units, together will all amendments to such plan made from time to time.

Hotel Rules and Regulations: As defined in the Offering Plan.

Hotel Section: As defined in the Offering Plan.

Impositions: each of the following imposed by any Governmental Authority: (i) real property general and Special Assessments (including, without limitation, any Special Assessments: (A) for business improvements; or (B) imposed by any Special Assessment district); (ii) personal property taxes; (iii) commercial rent or occupancy taxes; (iv) license and permit fees, if and to the extent such fees are not paid by the Condominium Board and charged to the Unit Owners as part of General Common Charges; (v) any fines, penalties and other similar governmental charges applicable to any of the foregoing, together with any interest or costs with respect to the foregoing; and (vi) any other governmental levies, fees, rents, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind whatsoever, together with any fines and penalties and any interest or costs with respect thereto.

Institutional Mortgage: means a mortgage loan made by and of the following Persons: (i) any bank, savings bank, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of the State of New York, the United States or any other state; (ii) any foreign banking corporation licensed by the

Superintendent of Banks of New York or the Comptroller of the Currency to transact business in the State of New York; (iii) any insurance company or pension and/or annuity company duly organized or licensed to do business in New York State; and (iv) any instrumentality created by the United States or any state with the power to make mortgage loans.

Insurance Requirements: means all requirements of any insurance policy required to be carried pursuant to the Declaration and/or Condominium By-Laws and covering or applicable to all or any part of the Property or the use thereof, all requirements of the issuer of any such policy and all orders, rules, regulations, reasonable recommendations and other requirements of the New York Board of Fire Underwriters or any other body exercising the same or similar functions and having jurisdiction over all or any portion of the Property.

Insured Property: As defined in Section 11.7.1 of the Condominium By-Laws.

Land: As defined in Article 2 of the Declaration.

Laws: (or, if used individually, Law): all laws, statutes and ordinances (including, without limitation, Environmental Laws, and all building codes and zoning ordinances) and the written orders, rules, regulations, directives, binding resolutions and requirements of all Governmental Authorities, whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof.

Lien-Causing Board: As defined in Section 9.1 of the Condominium By-Laws.

Lien-Causing Unit Owner: As defined in Section 9.1 of the Condominium By-Laws.

Limited Common Elements: means the Hotel Limited Common Elements and Residential Limited Common Elements, individually or collectively, as the context may require.

Majority Unit Owner Vote: means the affirmative vote of those Unit Owners having more than 50% of the total votes of all Unit Owners (determined in accordance with the provisions of Section 3.7 of the Condominium By-Laws), who are Present in Person or by proxy, authorized to vote and voting at a duly constituted meeting at which a quorum is present or is not required.

Member in Good Standing or Board Member in Good Standing: means, as of any given date, a Condominium Board Member whose Designator is a Designator in Good Standing.

New York Condominium Act: As defined in Article 1 of the Declaration.

Occupant: means any Person from time to time entitled to the use and occupancy of all or any portion of: (i) in the case of the Accessory Unit Owner or Club Unit Owner, the Unit of such Commercial Unit Owner; (ii) in the case of a Residential Unit Owner or Hotel Unit Owner, the Unit of such Unit Owner, and any Limited Common Elements under the exclusive control of such Unit Owner (in accordance with the applicable Sub-By-Laws); and (iii) in the case of a Sub-Board, the Limited Common Elements (other than those under the exclusive control of a Unit Owner in accordance with the Declaration or the applicable Sub-By-Laws) of

such Board and any Units owned by such Board or its designee; in each case under an ownership right or any lease, sublease, license, concession, or other similar agreement (but an Occupant of a Residential Unit or Hotel Unit not owned by a Sub-Board shall not, unless otherwise provided herein, be deemed an Occupant of such Board).

Permitted Mortgagee: with respect to a Residential Unit, shall (with respect to such Residential Unit), in each case, have the meaning given to such term, if any, in the Residential By-Laws; and with respect to a Condo Hotel Unit, shall (with respect to such Condo Hotel Unit), in each case, have the meaning given to such term, if any, in the Hotel By-Laws.

Permittee(s): the Persons (including the officers, directors, employees, agents, contractors, subcontractors, customers, vendors, suppliers, visitors, invitees, licensees, tenants, subtenants, and concessionaires of any Unit Owner or Board, or of any Occupant) who are, at any given time, in a Unit Owner's Unit, Residential Section, Hotel Section or Residential Limited Common Element or Hotel Limited Common Element, if any (to the extent such Residential Limited Common Element or Hotel Limited Common Element is under its/his/her exclusive control pursuant to the Residential By-Laws or Hotel By-Laws, as applicable), in each case as the context requires.

Person: means any individual, corporation, partnership, limited liability company, trust, unincorporated association, Governmental Authority or other legal entity, including, without limitation, each of the Boards.

Present in Person or Presence in Person: As defined in 2.9.3 of the By-Laws.

Prime Rate: means a rate per annum equal to the lesser of: (i) the rate publicly announced from time to time by Citibank N.A. (or its successor) in New York, New York as its "prime rate"; and (ii) the maximum rate of interest permissible under applicable Laws, if any, with respect to the applicable amount payable hereunder.

Property: As defined in Section 1.1 of the Declaration.

Records: As defined in Section 10.1 of the Condominium By-Laws.

Register's Office: means the Office of the Register of the City of New York, New York County.

Registered Mortgage: As defined in Section 13.3 of the Condominium By-Laws.

Registered Mortgagee: As defined in Section 13.3 of the Condominium By-Laws.

Repairs: As defined in Section 2.2.2(a) of the By-Laws; and "Repairing" shall mean performing a Repair.

Residential By-Laws: As defined in Section 1.3 of the Declaration.

Residential Common Expenses: As defined in Section 6.1.8 of the Condominium By-Laws.

Residential Limited Common Elements: As defined in Section 7.3 of the Declaration.

Residential Managing Agent: The manager of the Residential Section at the time in question.

Residential Mortgagee Representatives: One or more (but not more than three) representatives which the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages encumbering the Residential Units may, at their election, designate in writing to the Residential Board and the Condominium Board which representatives shall be empowered to act on behalf of all holders of Institutional Mortgages encumbering the Residential Units with respect to any matter requiring their consent or approval under the Condominium Documents.

Residential Offering Plan: means that certain offering plan, initially accepted for filing by the Office of the Attorney General of the State of New York as of December 7, 2005, in connection with the offering of the Residential Units, together will all amendments to such plan made from time to time.

Residential Rules and Regulations: As defined in the Residential By-Laws.

Residential Section: As defined in Section 1.4.1 of the Declaration.

Residential Sponsor: means Declarant or any affiliate thereof to which the Unsold Residential Units are initially conveyed following the recording of the Declaration for purposes of effecting the offering of Residential Units as set forth the Residential Offering Plan.

Residential Unit: As defined in Section 3.1 of the Declaration.

Residential Unit Owner: the record owner, whether one or more Persons, of a Residential Unit, in fee simple absolute, from time to time, including, without limitation, any mortgagee (or its designee) succeeding to such owner's interest in the Unit in question by foreclosure or by deed-in-lieu of foreclosure.

RM Notice: As defined in Section 13.3(b) of the Condominium By-Laws.

Roofs: means each of the roofs of the Building (including any machine room levels or bulkhead levels thereof or thereon), including, without limitation, those roofs which are the subject of easements for terraces and otherwise as specified in Article 15 of the Declaration.

Rules and Regulations: means, collectively, the General Rules and Regulations, the Residential Rules and Regulations and the Hotel Rules and Regulations (in each case, if any), and those rules and regulations, if any, adopted by the Club Unit Owner or Accessory Unit Owner; and in all events, together with all amendments, additions and modifications thereto.

Sale, Sell or like terms, including the term conveyance (in each case, whether or not capitalized): means the sale or conveyance or transfer by a Unit Owner of its fee title interest

in its Unit and its undivided common ownership interest in the Common Elements appurtenant thereto.

Special GCE Restoration Assessment: As defined in Section 11.10.3(c) of the Condominium By-Laws.

Special GCE Restoration Assessment Proceeds: As defined in Section 11.10.3(c) of the Condominium By-Laws.

Sponsors: Residential Sponsor and Condo Hotel Sponsor (each, a "Sponsor").

Transient Hotel Unit Owner: the record owner, whether one or more Persons, of the Transient Hotel Unit, in fee simple absolute, from time to time, including, without limitation, any mortgagee (or its designee) succeeding to such owner's interest in the Unit in question by foreclosure or by deed-in-lieu of foreclosure.

Unanimous or "unanimous", "unanimously" and words of similar import (whether or not capitalized): used in the Declaration and By-Laws, when referring to the Condominium Board shall mean the affirmative vote of all Condominium Board Members in Good Standing; and when referring to a group of some or all Unit Owners and/or Residential Boards, as the case may be, shall mean the affirmative vote of all Unit Owners in Good Standing within the identified group.

Unit: means any of the Commercial Units, Residential Units, or any condominium units resulting from a subdivision or combination of any of the foregoing Units (as and to the extent permitted under the Condominium Documents).

Unit Owner: the record owner, whether one or more Persons, of a Unit in fee simple absolute, from time to time, including, without limitation, the Initial Residential Grantee as the record owner of any Unit or any Registered Mortgagee (or its designee or nominee) succeeding to such owner's interest in a Unit by foreclosure or by deed-in-lieu of foreclosure. All references to a Unit Owner shall be deemed to include such Unit Owner's successors and assigns. Every Unit Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common, or by a tenancy by the entirety.

Unit Owner in Good Standing: as of any given date, a Unit Owner with respect to which no Event of Default has occurred and is continuing at the time in question.

Unit Owners Meeting: As defined in Section 3.1 of the Condominium By-Laws.

Unsold Condo Hotel Unit: As defined in Section 8.2.2 of the Declaration.

Unsold Residential Unit: As defined in Section 8.1.2 of the Declaration.

Unsold Units: Unsold Residential Units and/or Unsold Condo Hotel Units, as the context may require.

Zoning Resolution: means the Zoning Resolution of the City of New York, effective as of December 15, 1961, as amended from time to time.

EXHIBIT 8

RESIDENTIAL BY-LAWS

RESIDENTIAL BY-LAWS

OF

THE PLAZA CONDOMINIUM

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RESIDENTIAL BY-LAWS
OF
THE PLAZA CONDOMINIUM

ARTICLE 1

GENERAL

1.1 Purpose. The purpose of these By-Laws (the "Residential By-Laws") is to set forth the rules and procedures concerning the conduct of the affairs of the Residential Section (the "Residential Section") of The Plaza Condominium (the "Condominium"); the By-Laws of the Condominium (the "Condominium By-Laws") detail the rules and procedures concerning the conduct of the affairs of the Condominium. The Residential Section and these Residential By-Laws shall be subject to the provisions of the Declaration and the Condominium By-Laws; and, as provided (and subject to any express provision to the contrary) therein, the rights of the Residential Unit Owners (as hereinafter defined) with respect to the Condominium, the Condominium Board (as hereinafter defined) and the Non-Residential Unit Owners (as hereinafter defined) shall generally only be enforced by the Residential Board (as hereinafter defined) on behalf of the Residential Unit Owners. The Residential Section is comprised of the Residential Units and the Residential Limited Common Elements. All terms used herein (including, without limitation, those in the previous sentence) which are not separately defined herein, shall have the meanings given to those terms in the Declaration and/or Condominium By-Laws (including Exhibit 1 ("Table of Definitions") annexed thereto).

1.2 Applicability of By-Laws. These Residential By-Laws are applicable to the Residential Section and to the use and occupancy thereof. All present and future Residential Unit Owners, mortgagees, lessees, sublessees and occupants of Residential Units and their respective employees, invitees and guests, as well as all other persons who may use the facilities located on, or forming a part of, the Residential Section, are and shall be subject to these Residential By-Laws, the Residential Rules and Regulations, the Declaration, the Condominium By-Laws and the General Rules and Regulations, if any. The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease, sublease or license for, or the act of occupancy of, all or any portion of a Residential Unit or the Residential Section shall constitute an agreement that the provisions of these Residential By-Laws, the Residential Rules and Regulations, the Declaration, the Condominium By-Laws and the General Rules and Regulations, if any, as any of the same may be amended from time to time, are accepted, ratified and will be complied with.

1.3 Principal Office of the Residential Section. The principal office of the Residential Section shall be located either within the Property or at such other place in the Borough of Manhattan as may be designated from time to time by the Residential Board.

ARTICLE 2

THE RESIDENTIAL BOARD

2.1 General Description of the Residential Board.

2.1.1 (a) As more particularly set forth in Section 2.2, the affairs of the Residential Section shall be governed by a board of managers of the Residential Section (the "Residential Board"). From and after the First Annual Residential Meeting (as hereinafter defined), the Residential Board shall consist of five persons elected by the Residential Unit Owners.

(b) Each member of the Residential Board, except for the First Residential Board (as hereinafter defined) and except as otherwise provided herein, shall be elected or designated (as hereinafter set forth) at an annual meeting of the Residential Unit Owners and shall serve until the expiration of their term in office on the third regularly scheduled annual meeting thereafter. Notwithstanding the expiration of the term of office of a member of the Residential Board, each member shall serve until a successor for such member has been elected and qualified.

(c) In addition, three of the members of the Residential Board shall also serve as the representatives of the Residential Section on the Condominium Board as herein described.

2.1.2 Except for Residential Board members elected or designated by Residential Sponsor or its designee, all members of the Residential Board shall be: (i) individual Residential Unit Owners or Permitted Mortgagees (as hereinafter defined) of Residential Units; (ii) partners or employees of a partnership owning, or holding a mortgage encumbering, a Residential Unit; (iii) officers, directors, shareholders or employees of corporate owners or corporate Permitted Mortgagees of Residential Units; (iv) members or employees of a limited liability company owning, or holding a Permitted Mortgage encumbering, a Residential Unit; (v) fiduciaries or their beneficiaries who are owners or Permitted Mortgagees of Residential Units (or directors, officers, shareholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries); (vi) adult family members (as defined in Section 8.7), or domestic partners of any of the foregoing individuals; or (vii) individuals designated by a sovereign government, consulate or other similar entity that is a Residential Unit Owner or a Permitted Mortgagee of a Residential Unit. Other than Residential Board members elected or designated by Residential Sponsor or its designee, no Residential Board member shall continue to serve after he or she ceases to be qualified as set forth above. Notwithstanding anything otherwise contained herein or in the Condominium By-Laws, any member of the Residential Board may also be a member of the Condominium Board and any member of the Condominium Board may also be a member of the Residential Board, if otherwise qualified.

2.1.3 As used herein, the term "Permitted Mortgagee" means the holder of any mortgage ("Permitted Mortgage") of a Residential Unit or Residential Units which is permitted to be placed thereon in accordance with these Residential By-Laws.

2.1.4 In no event shall any Residential Unit Owner (or its proxy) or another interested party be eligible for election to the Residential Board and any such Unit Owner (or its proxy) or other party may be removed as a Residential Board member by a majority vote of the other Residential Board members if such Residential Unit Owner is then in arrears, beyond any applicable grace period, in the payment of Residential Common Charges or any other amounts required by the Residential Board to be paid. In addition, no member of the Residential Board (or his or her proxy) may continue to participate as a member thereof after the Residential Board has perfected a lien against his or her Unit, for so long as such lien remains unsatisfied.

2.2 Powers and Duties of the Residential Board.

2.2.1 General. Subject to the Declaration and Condominium By-Laws, the Residential Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Residential Section (except such powers and duties which by Law, the Declaration, the Condominium By-Laws or these Residential By-Laws may not be delegated to the Residential Board by the Residential Unit Owners).

2.2.2 Residential Board. Subject to, and in accordance with, the provisions of subsection 2.2.1 and without limiting the generality thereof (and in addition to all other powers and duties granted to the Residential Board by Law, the Declaration, the Condominium By-Laws or these Residential By-Laws), the Residential Board shall be entitled to make determinations with respect to all matters relating to the operation and the affairs of the Residential Section, and not relating (to more than a de minimis extent) to the General Common Elements and/or the operation and affairs of any "Non-Residential Unit" (*i.e.*, any Unit other than a Residential Unit) or the use of same for their permitted purposes, including, without limitation, the following:

(a) Operation, care, upkeep, maintenance, repair, restoration, addition and improvement to, and alteration and replacement of, the Residential Limited Common Elements, in the condition and otherwise in such a manner that maintains standards of quality, service and appearance which are appropriate for a luxury residential condominium.

(b) The amount of Residential Common Charges and any special assessments to be levied against Residential Unit Owners.

(c) Collection of Residential Common Charges and any special assessments from Residential Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Residential Section and the provision of the services offered therein.

(e) Adoption of, and amendments and additions to, the Residential Rules and Regulations (as hereinafter defined).

(f) Purchasing, leasing and otherwise acquiring in the name of the Residential Board (or, if required by Law, in the name of the Condominium Board as nominee for the Residential Board), or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, those Residential Units offered for sale or lease by, or Residential Units

surrendered by, the owners of such Units to the Residential Board, or those Residential Units with respect to which liens for real estate taxes are being sold by the City of New York, or a Residential Unit or other residence for use by the resident manager of the Residential Section.

(g) Purchasing Residential Units at foreclosure or other similar sales (including, without limitation, in connection with the enforcement of the Residential Board's lien for unpaid Residential Common Charges), in the name of the Residential Board (or, if required by Law, in the name of the Condominium Board as nominee for the Residential Board), or its designee, on behalf of all Residential Unit Owners.

(h) Selling, leasing, mortgaging, refinancing and otherwise dealing with (but not voting the interests appurtenant to) Residential Units acquired by, and subleasing Residential Units leased by, the Residential Board or its designee, on behalf of all Residential Unit Owners; and preparing, executing and administering Storage Bin Licenses and assignments and assumptions thereof.

(i) Making repairs, restorations, additions and improvements to, and alterations and replacements of, the Residential Limited Common Elements.

(j) Making repairs, restorations and replacements of, and alterations, additions and improvements to, the Residential Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these Residential By-Laws and the Condominium By-Laws.

(k) Enforcing obligations of Residential Unit Owners, including, without limitation, commencing, prosecuting and settling litigation in connection therewith.

(l) Levying fines against Residential Unit Owners for violations of the Residential Rules and Regulations and the General Rules and Regulations, if any (any such fines shall constitute Residential Common Charges payable by the Residential Unit Owner against whom they are levied).

(m) Maintaining bank accounts on behalf of the Residential Section (with respect to matters within its jurisdiction as provided in these Residential By-Laws) and designating the signatories required therefor.

(n) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Residential Section and if the loss is to be adjusted by the Residential Board in accordance with Article 6 hereof.

(o) Borrowing money, at any time, on behalf of the Residential Section when required in connection with: (x) the operation, care, upkeep and maintenance of, or the making of repairs, restorations and replacements of, and alterations, additions or improvements to, the Residential Limited Common Elements, or (y) any permitted action or activity of the Residential Board, provided, however, that: (i) except as provided in Section 8.6, in the case of borrowings which are in excess of the amount of $250,000 in any one fiscal year or $500,000 in the aggregate at any one time (in each case excluding the pro-rata share of the Residential Section with respect to any borrowing made by the Condominium Board pursuant to

the Condominium By-Laws), the consent of at least 66-2/3% of the total authorized votes of all Residential Unit Owners (determined in accordance with the provisions of Section 3.8 hereof) who are present, in person or by proxy, and voting at a duly constituted meeting at which a quorum is present or is not required, shall be required for any borrowings for such purposes; (ii) no lien to secure repayment of any sum borrowed may be created on any Residential Unit or its appurtenant interest in any of the Common Elements (except to the extent permitted by applicable Law) without the prior written consent of the owner of such Unit; and (iii) none of the Non-Residential Unit Owner, the Condominium Board or the Hotel Board will be liable for repayment of any portion of any such borrowing and all loan documentation entered into by or on behalf of the Residential Board with respect to such loans shall specifically so provide. Subject to Section 6.1.1(b) of these Residential By-Laws and Section 2.2.8 of the Condominium By-Laws, any such debt may be secured by future income and Residential Common Charges in which event the Residential Common Charges, subject to the rights of the Condominium Board with respect thereto as described in such Section, shall be deemed trust funds for the purpose of paying such debt. The Residential Board cannot secure such debt by a lien on the Residential Limited Common Elements (or any other Common Elements) without the consent of all Residential Unit Owners (or in the case of any other Common Elements, the consent of all Unit Owners). In addition to the debt described above, the Residential Board, without approval of the Unit Owners may, at any time, incur, or refinance, debt from time to time, secured by a lien on the Resident Manager's Apartment (as defined in the Residential Offering Plan) or any other residence or property acquired by the Residential Board pursuant to the Declaration, Condominium By-Laws and/or these Residential By-Laws; provided, however, that no such financing or refinancing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Residential Unit to be purchased (together with its appurtenant interest in the Common Elements). If any sum borrowed by the Residential Board pursuant to the authority contained in this subsection 2.2.2(o) is not repaid by the Residential Board, a Residential Unit Owner who pays to the creditor such proportion thereof as its interest in the Common Elements bears to the interest of all Residential Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Residential Unit Owner's Unit, and all loan documentation entered into by or on behalf of the Residential Board shall specifically so provide.

(p) Organizing corporations, limited liability companies and/or other entities to act as designees of the Residential Board with respect to such matters as the Residential Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing or subleasing of, Residential Units acquired or leased by the Residential Board on behalf of the Residential Unit Owners.

(q) Execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the Residential Section (and not relating (to more than a de minimis extent) to the General Common Elements and/or the operation and affairs of any Non-Residential Unit or the use of same for their permitted purposes),which the Residential Board deems necessary or appropriate to comply with the Laws applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Residential Section; or (ii) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting a Residential Unit (and not relating (to more

than a de minimis extent) to the General Common Elements and/or the operation and affairs of any Non-Residential Unit or the use of same for their permitted purposes), if the owner of such Residential Unit requests, or under the Declaration, the Condominium By-Laws or these Residential By-Laws is required to request, that the Residential Board take such action, and (except as otherwise provided in the Declaration, the Condominium By-Laws or these Residential By-Laws) the Residential Board determines that taking such action is appropriate.

(r) Execution, acknowledgement and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to any or all of the Residential Units on behalf of and as agent for the respective Residential Unit Owners thereof; but only with respect to such Residential Units as to which the respective Unit Owners thereof have in writing requested and authorized the Residential Board to do so, and indemnified the Residential Board from and against all claims, costs and expenses (including, without limitation, attorneys' fees) resulting from such proceedings.

(s) Commencing, prosecuting and settling litigation to the extent relating to the Residential Board or the Residential Section, and not relating (to more than a de minimis extent) to the General Common Elements and/or the operation and affairs of any Non-Residential Unit or the use of same for their permitted purposes.

(t) Operating, maintaining and supervising the Residential Limited Common Elements in accordance with the terms of these Residential By-Laws and the Condominium By-Laws.

(u) Obtaining and reviewing insurance for the Residential Section and otherwise as provided in Section 6.4 hereof.

(v) Imposition, increase, decrease or elimination of move-in fees and charges, and transfer fees payable to the Managing Agent and/or the Residential Board, in connection with the sale or lease of a Residential Unit, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon Declarant or Residential Sponsor or its designee or any Units bought, sold or leased by the Residential Board.

(w) Establishing, changing and otherwise making determinations with respect to reserves, including, without limitation, a general operating reserve or a reserve for working capital or for replacements with respect to the Residential Limited Common Elements.

2.2.3 Limitations on Residential Board. Notwithstanding anything to the contrary contained in these Residential By-Laws (including, without limitation, in subsection 2.2.2 above), for a period (the "Initial Residential Control Period") which shall end upon the later to occur of: (a) the fifth anniversary of the first closing of title to a Residential Unit (the "First Residential Closing") by Residential Sponsor, pursuant to an Agreement, or (b) the closing of title by Residential Sponsor to Residential Units representing at least 90%, both in number and in aggregate Common Interests, of all Residential Units, the Residential Board may not, without the prior written consent of Residential Sponsor or its designee: (i) make or approve any addition,

alteration or improvement to the Residential Limited Common Elements or any Residential Unit unless required by any applicable laws, statutes and ordinances (including, without limitation, environmental laws, and all building codes and zoning ordinances) and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including without limitation, the New York City Department of Buildings, the City Planning Commission, the boards of fire underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof ("Laws"); (ii) assess any Residential Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund in respect of the Residential Section; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Residential Section, as provided for in Schedule B-1 "Projected Budget for First Year of Residential Section Operation" (the "First Year's Budget") set forth in that certain Residential Offering Plan, dated as of December 7, 2005, for the sale of Residential Units at the Condominium (the "Residential Offering Plan"); (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Residential Closing or otherwise provide services in excess of those referred to in the Residential Offering Plan, except as is required to reflect normal annual increases in operating services; (v) borrow money on behalf of the Residential Section (other than the indebtedness in connection with the Resident Manager's Apartment (as defined in the Residential Offering Plan), or unless such borrowing is approved by the owners of Units representing at least 75% in number and aggregate Common Interests of all Residential Units); or (vi) exercise any right of first refusal to lease or purchase a Residential Unit. However, the Residential Board may take any of the actions enumerated in subsections (i) through (v) above, without the consent of Residential Sponsor if, and only if such action is necessary, and no other alternative is available, either to enable the Residential Board to comply with any Law, or to remedy any notice of violation entered against the Residential Section or the Building, or to comply with any proper work order by an insurer of the Residential Section or the Building, or for the health and safety (but not the general conduct or welfare) of the occupants of the Residential Section or the Building. Residential Sponsor may not exercise veto power over expenses described in said Schedule B-1, or over expenses required: (i) to comply with applicable Laws; or (ii) to remedy any notice of violation; or (iii) to remedy any work ordered by an insurer. Residential Sponsor, through its control over the Residential Board, may not exercise veto power over expenses applicable exclusively to the Residential Section as described in said Schedule B-1, or over expenses required to comply with any Laws applicable to the Building or the Residential Section, or to remedy any notice of violation entered against the Building or the Residential Section or to comply with any proper work order by an insurer of the Building or the Residential Section. Residential Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided herein or in the Residential Plan, for a period ending not more than five (5) years after the First Residential Closing or whenever the Unsold Residential Units constitute less than 25% of the Common Interest of all Residential Units, whichever is sooner, or as the Unit Owner of any one or more Non-Residential Units.

2.2.4 (a) Any action required or permitted to be taken pursuant to the provisions of these Residential By-Laws or the Declaration or Condominium By-Laws by the Residential Board shall be done or performed by the Residential Board, or shall be done on behalf of the Residential Board and at its direction by the agents, employees or designees of the

Residential Board, and the Residential Board may employ one or more managing agents and/or managers, at a compensation established by the Residential Board, to perform such duties and services as the Residential Board shall authorize, including, but not limited to, the duties listed in 2.2.2(a), (c), (d), (i), (j), (m) and (u). The Residential Board may delegate to such managing agent or manager other powers granted to the Residential Board by these Residential By-Laws, except the powers set forth in subparagraphs 2.2.2(b), (e), (f), (g), (h), (k), (l), (n) and (v) through (w).

(b) Subject to the limitations set forth in this subsection 2.2.4, the Residential Board may, together with any or all of the Non-Residential Unit Owners and the Condominium Board employ the same managing agent and/or manager to act on behalf of each.

2.2.5 For convenience of operation of the Condominium, the Residential Board and the Condominium Board may each designate one of the other entities enumerated, to act as its agent with respect to any matter the determination of which is entitled to be made by such designating party and, in connection with such designation, may execute, acknowledge and deliver any application, instrument or document, including, without limitation, any power of attorney or indemnification from liability that such designated party may request.

2.2.6 Any action required or permitted to be taken pursuant to the provisions of these Residential By-Laws, the Condominium By-Laws or the Declaration by the Residential Board may, if required by any applicable Laws, be taken by the Residential Board (upon prior written notice to the Condominium Board in accordance with the Condominium By-Laws) in the name of the Condominium Board which shall, upon request, execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that the Residential Board shall, subject to the provisions of Section 2.13, indemnify and hold harmless the Condominium Board and the Non-Residential Unit Owners from any expense or liability thereof or therefrom.

2.3 Number and Terms of Office of Members of Residential Board.

2.3.1 (a) Until the First Annual Residential Meeting held by the Residential Unit Owners pursuant to the terms of Section 3.1 hereof, the Residential Board (the "First Residential Board") shall consist of three (3) persons designated by Residential Sponsor from time to time. Prior to the First Annual Residential Meeting, the terms of each such member of the First Residential Board shall expire annually and, subject to the other provisions of this Section, Residential Sponsor shall have the right to designate the replacement for each such member, even though such replacement may be the same person. In accordance with, and within the time periods set forth in, the provisions of Section 3.1, the First Residential Board shall cause the President of the Residential Section to call the First Annual Residential Meeting. The term of office of the three (3) members of the First Residential Board so designated by Residential Sponsor prior to the First Annual Residential Meeting shall expire when the five (5) persons to be elected and/or designated at the First Annual Residential Meeting are so elected and/or designated and qualified.

(b) From and after the holding of the First Annual Residential Meeting, the Residential Board shall consist of five (5) persons. For so long as Residential

Sponsor or its designee is entitled to designate one (1) member of the Residential Board, as provided for in subsection 2.4.3 hereof, the Residential Board may not be expanded beyond five (5) members without the prior written consent thereto of Residential Sponsor; notwithstanding anything otherwise herein contained, this provision may not be amended or modified without the consent thereto of Residential Sponsor.

(c) The term of office of each of the five (5) members comprising the Residential Board elected at the First Annual Residential Meeting pursuant to Section 3.1 shall be fixed at such meeting as follows: (a) two (2) of such members will serve for a term of approximately three (3) years; (b) two (2) of such members will serve for a term of approximately two (2) years; and (c) one (1) of such members will serve for a term of approximately one (1) year. Those members of the first elected five (5) member Residential Board who receive the highest number of votes will serve for the longest terms of office but, except as set forth in subsection 2.4.4 hereof, any members elected or designated by Residential Sponsor or its designee pursuant to the terms of subsection 2.4.3 hereof, shall serve for the shortest terms of office. At each annual meeting of Residential Unit Owners subsequent to the First Annual Residential Meeting, the Residential Unit Owners shall elect and/or designate, pursuant to the terms of Section 2.4 hereof, Residential Board members to replace the Residential Board members whose terms of office are then expiring, each to serve a term of office fixed at three years. Notwithstanding the expiration of the term of office of a member of the Residential Board or anything contained herein to the contrary, such member of the Residential Board (including any member of such Residential Board designated by Residential Sponsor or its designee) shall serve until his or her successor shall be elected and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a Residential Board member (including any member of the Residential Board designated by Residential Sponsor or its designee) may serve until his or her successor shall be elected and qualified.

2.4 Election of Residential Board Members; Rights of Residential Sponsor.

2.4.1 Subject to the terms of subsections 2.4.3 and 2.4.4, all members of the Residential Board to be elected by the Residential Unit Owners shall be determined by plurality of the votes cast by those Residential Unit Owners (including Residential Sponsor or its designee, and subject in all events to the rights of Residential Sponsor under subsection 2.4.3 for so long as Residential Sponsor or its designee shall own at least one (1) Residential Unit) entitled to vote for such board member(s) who are present (in person or by proxy) and voting at a meeting at which a quorum of all Residential Unit Owners is present or not required.

2.4.2 When voting for members of the Residential Board, the voting shall be by ballot and each ballot shall state the name of the Residential Unit Owner voting, the Residential Unit owned by such Residential Unit Owner and the percentage of Common Interest attributable to each Residential Unit owned by such Residential Unit Owner and, in addition, the name of the proxy if such ballot is cast by a proxy. Nothing contained in these Residential By-Laws shall be deemed to permit cumulative voting.

2.4.3 At the First Annual Residential Meeting and at all times theretofore and thereafter, Residential Sponsor and/or its designee and/or any owner of Unsold Residential Units

shall be able to vote in accordance with its/their ownership of Residential Units and thus may be able to elect members of the Residential Board by virtue of its/their ownership of Residential Units. In addition, at elections of members to the Residential Board held at and after the First Annual Residential Meeting and before the expiration of the Initial Residential Control Period, Residential Sponsor and/or its designee will have the right to designate three (3) of the five (5) members of the Residential Board who may be persons related to or affiliated with Residential Sponsor, such designee or other Unsold Unit Owners, and Residential Sponsor, its designee, and all other Residential Unit Owners shall have the right to elect the remaining two (2) members of the Residential Board who shall not be related to or affiliated with Residential Sponsor, such designee or other Unsold Unit Owner. In addition, at elections of members to the Residential Board held following the expiration of the Initial Residential Control Period (but for so long as Residential Sponsor, its designee or other owner of Unsold Residential Units owns at least one (1) Unsold Unit), Residential Sponsor will have the right to designate one (1) of the five (5) members of the Residential Board, and Residential Sponsor, its designee, and all other Residential Unit Owners shall have the right to elect the remaining four (4) members of the Residential Board. Accordingly, from and after the expiration of the Initial Residential Control Period, Residential Sponsor and/or its designee shall have the right to designate no more than one member of the Residential Board and shall no longer exercise voting control over the Residential Board, i.e., following the expiration of the Initial Residential Control Period, at least three of the five members of the Residential Board shall not be designated by Residential Sponsor or its designee or other owner of Unsold Residential Units but shall be elected by the Unit Owners. There is no restriction on the right of Residential Sponsor and its designee(s) or any Unsold Unit Owner to vote for members of the Residential Board who are not related to or affiliated with Residential Sponsor or such designee or Unsold Unit Owner; however, after the expiration of the Initial Residential Control Period, neither Residential Sponsor nor its designee will designate a majority of the members of the Residential Board.

2.4.4 In the event that after notice of an annual meeting of Residential Unit Owners is given to Residential Unit Owners in the manner prescribed by Section 3.4 of these Residential By-Laws, the Residential Unit Owners present in person or by proxy at such annual meeting constitute less than a quorum, and consequently new members of the Residential Board to replace those whose terms expire as of such annual meeting cannot be elected, the remaining members of the Residential Board shall fill any resulting vacancies at a special meeting of the Residential Board held for that purpose promptly thereafter, even though the members of the Residential Board present at such meeting may themselves constitute less than a quorum. The Residential Board shall request the Residential Unit Owners present (in person or by proxy) at the annual meeting to express their preferences for the Residential Board members to have been elected at such annual meeting, but such expression of preferences shall be non-binding on the Residential Board. Any person so elected by the Residential Board shall be a member of the Residential Board until the next annual meeting of Residential Unit Owners, when a successor shall be elected for the remainder of the term.

2.5 Resignation and Removal.

2.5.1 Any member of the Residential Board may resign at any time by written notice given in accordance with the terms of Section 5.1 of these Residential By-Laws to the President or Secretary of the Residential Section and, with respect to members of the Residential

Board designated as such or elected by Residential Sponsor (or its designee), by also giving such written notice to such party. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning member, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.5.2 Subject to the provisions of Sections 2.3 and 2.4, and except as provided in the following sentence, any Residential Board member elected thereto by the Residential Unit Owners or by the Residential Board pursuant to the terms of Section 2.4 or 2.6 hereof, respectively, may be removed from office, with or without cause, by a Majority of Residential Unit Owners (as hereinafter defined). Any Residential Board member who was designated or elected as such by Residential Sponsor (or its designee) may be removed from office: (i) for cause, by a Majority of Residential Unit Owners; and (ii) without cause, only by Residential Sponsor or its designee. In the event of any removal described in the previous sentence, whether with or without cause, Residential Sponsor (or its designee) shall have the sole right to designate the replacement of such member. Any Residential Board member whose removal for cause has been proposed shall be given an opportunity to be heard at the meeting of Residential Unit Owners at which such removal is to be considered.

2.6 Vacancies on Residential Board. Subject to the provisions of Sections 2.3 and 2.4, any vacancy on the Residential Board for whatever reason shall be filled by the members of the Residential Board then in office, at a special meeting of the Residential Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Residential Board until the next annual meeting of Residential Unit Owners, when a successor shall be elected for the remainder of the term of the member creating such vacancy. However, any vacancy on the Residential Board created by the resignation, removal or any other reason of any Residential Board member designated or elected as such by Residential Sponsor or its designee shall be filled only by Residential Sponsor or its designee as the case may be.

2.7 Organizational Meeting of Residential Board. The first meeting of the Residential Board following each annual meeting of Residential Unit Owners shall be held within twenty (20) days after such annual meeting at such time and place in the Borough of Manhattan as shall be fixed by a majority of the members thereof, and no notice shall be necessary to the Residential Board members in order to legally constitute such meeting, provided that a majority of the members of the Residential Board shall be present thereat.

2.8 Regular Meetings of Residential Board. Regular meetings of the Residential Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a majority of the members thereof, provided that at least one (1) such meeting shall be held every three (3) months during each fiscal year of the Residential Section. Notice of regular meetings shall be given to each member thereof, by personal delivery, nationally recognized overnight courier or telecopy, at least five (5) business days prior to the day named for such meeting.

2.9 Special Meetings of Residential Board. Special meetings of the Residential Board may be called by the President or Vice President of the Residential Section by giving at least five (5) business days' prior notice to each member of the Residential Board, by personal delivery,

nationally recognized overnight courier or telecopy, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting. In addition, the President shall call a special meeting upon the written request of two (2) or more members of the Residential Board.

2.10 Waiver of Notice. Any member of the Residential Board may at any time waive notice of any Residential Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Residential Board at any meeting thereof shall constitute a waiver by such member of notice of the time and place thereof. If all the members are present at any meeting of the Residential Board, no notice shall be required and any business may be transacted at such meeting.

2.11 Determinations by Residential Board; Quorums.

2.11.1 Except as otherwise set forth in subsections 2.4.4, 2.6 and 2.11.3, all determinations of the Residential Board shall be made at a meeting of the Residential Board at which a quorum thereof is present. At any Residential Board meeting, a majority of the members thereof shall constitute a quorum, except as may otherwise be provided herein, and the votes of a majority of such members present shall constitute the decision of the Residential Board.

2.11.2 If at any Residential Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum exists or may reconvene the meeting to a time (specified on at least three (3) business days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent members) when no quorum requirement shall apply. At any such adjourned meeting at which a quorum is present or is not required, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.11.3 Members of the Residential Board may participate in a meeting thereof by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other, and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Residential Board may be taken without a meeting if all members of the Residential Board consent thereto in writing.

2.12 Compensation. No member the Residential Board shall receive any compensation for acting as such.

2.13 Liability of Residential Board and Unit Owners.

2.13.1 To the extent permitted by applicable Law, no member of the Residential Board shall have any personal liability with respect to any contract, act or omission of the Residential Board, the Condominium Board, the Hotel Board or of any managing agent or manager, building engineer or superintendent in connection with the affairs or operation of all or any portion of the Condominium or the Residential Section (except in its or their capacities as Unit Owners) and the liability of any Residential Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Residential Board or by any managing agent or manager thereof shall state that it is made by the Residential Board or the

managing agent or manager, as the case may be, only as agent for all Residential Unit Owners, and that the Residential Board members or managing agent or manager shall, as the case may be, have no personal liability thereon (except in its or their capacities as Unit Owners) and may also state the applicable limitations of liability of the Residential Unit Owners provided for in the next sentence; the absence of such statement or statements in any such contract shall not be deemed to imply any personal liability on the part of the Residential Board, the managing agent or manager or any greater liability on the part of any Residential Unit Owner than as provided in the next sentence. The liability of any Residential Unit Owner for any contract, act or omission with respect to all or any portion of the Condominium shall be limited to such Unit Owner's share of the total liability of the Residential Section with respect thereto in such proportion as the Common Interest of such Residential Unit Owner bears to the aggregate Common Interests of all Residential Unit Owners; and the liability of any Residential Unit Owner for any contract, act or omission with respect to the Residential Section shall be limited to such proportionate share of the total liability as the Common Interest of such Residential Unit Owner bears to the aggregate Common Interests of all Residential Unit Owners; and in each case, to the extent permitted by applicable Law, shall be limited to such Residential Unit Owner's interest in its Residential Unit and its appurtenant Common Interest, so that such Residential Unit Owner shall have no personal liability for any such contract, act or omission.

2.13.2 Nothing in the preceding Section shall limit a Residential Unit Owner's liability for the payment of Residential Common Charges. To the extent permitted by applicable Law, Residential Board members shall have no liability to Residential Unit Owners except that a Residential Board member shall be liable for his or her own bad faith or willful misconduct. All Residential Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Residential Board member against any liability or claim except those arising out of such Residential Board member's own bad faith or willful misconduct. The Residential Board, subject to the provisions of Section 2.19 hereof, may contract or effect any other transaction with any member of the Residential Board, any member of the other Boards, any Unit Owner, Residential Sponsor, Residential Sponsor's designees, or any Non-Residential Unit Owner, its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

2.13.3 Neither the Residential Board nor any member thereof shall be liable for either: (i) any failure or interruption of any utility or other services to be provided or obtained by, or on behalf of, the Residential Board or Condominium Board or to be paid for as either a Residential Common Expense or General Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Residential Board or such member thereof, as the case may be; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual, (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element, or (c) arising out of theft or otherwise; except in each case when caused by the acts of bad faith or willful misconduct of the Residential Board or such member thereof.

2.14 Fidelity Bonds. The Residential Board shall obtain fidelity bonds (or similar bonds or insurance), in amounts deemed appropriate by it, for all of its members, officers and

employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds (or insurance) shall constitute Residential Common Expenses.

2.15 Committees. The Residential Board may, subject to such limitations and exceptions as the Residential Board may prescribe, appoint such committees as the Residential Board may deem appropriate, each to consist of two or more members of the Residential Board. Each such committee, to the extent provided in the resolution which creates it, shall have and may exercise all the powers of the Residential Board during the intervals between the meetings of the Residential Board, insofar as may be permitted by Law. For so long as Residential Sponsor is entitled to designate members to the Residential Board, any committee appointed by the Residential Board shall have as at least one of its members a member of the Residential Board appointed by Residential Sponsor.

2.16 Status of Residential Board. In addition to the status conferred upon the Residential Board under or pursuant to the provisions of the New York Condominium Act, the Residential Board shall, to the extent permitted by applicable Law, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation or organization of the Residential Board pursuant to the provisions of Section 2.17, the provisions of this Section 2.16 shall no longer be applicable to the Residential Board.

2.17 Incorporation and Organization of Residential Board. To the extent and in the manner provided in the New York Condominium Act, the Residential Board may, by action of the Residential Board as provided in this Article 2, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that the Residential Board so incorporates or organizes, it shall have, to the extent permitted by applicable Law, the status conferred upon it under such statutes in addition to the status conferred upon the Residential Board under or pursuant to the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation or the articles of organization and operating agreement of such resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Declaration, these Residential By-Laws and, to the extent applicable, the Condominium By-Laws, and the provisions of the Declaration, these Residential By-Laws and, to the extent applicable, the Condominium By-Laws, shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws or articles of organization and operating agreement.

2.18 Residential Board as Agent of Residential Unit Owners. In exercising its powers and performing its duties under the Declaration, these Residential By-Laws and, to the extent applicable, the Condominium By-Laws, the Residential Board shall act as and in the capacity of, and shall be, the agent of the Residential Unit Owners, subject to and in accordance with the provisions of the Declaration, these Residential By-Laws and, to the extent applicable, the Condominium By-Laws.

2.19 Prohibited Transactions. Each member of the Residential Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Residential Section. To the extent permitted by applicable Law, no contract or other

transaction between the Residential Board and either: (i) any of its members, or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of the Residential Board are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, peculiarly or otherwise, shall be deemed either void or voidable because either: (a) any such member of the Residential Board was present at the meeting or meetings of the Residential Board during which such contract or transaction was discussed, authorized, approved or ratified, or (b) the vote of any such member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Residential Board or a majority of the members thereof and noted in the minutes thereof, and the Residential Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the entire Residential Board, less the number of such members involved in such contract or transaction; or (2) the fact thereof is disclosed to, or known by, a majority of Residential Unit Owners, present at a duly constituted meeting, shall in good faith authorize, approve or ratify such contract or transaction less the number of such Residential Unit Owners who are also such members involved in such contract or transaction; and (3) the contract or transaction is commercially reasonable to the Residential Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Residential Board may be counted in determining the presence of a quorum of any meeting of the Residential Board less the number of any such Residential Board members who are also such members involved in such contract or transaction which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction. Notwithstanding the foregoing requirements, any managing agent designated and/or employed by the Residential Board and/or the Condominium Board may be an affiliate of Declarant and/or Residential Sponsor.

2.20 Principal Office of Residential Board. The principal office of the Residential Board shall be located either within the Property or at such other place in the Borough of Manhattan, as may be designated from time to time by the Residential Board.

ARTICLE 3

RESIDENTIAL UNIT OWNERS

3.1 Annual Meetings. The first annual meeting of Residential Unit Owners (the "First Annual Residential Meeting") shall be held not later than 30 days following the later to occur of: (i) the second anniversary of the First Residential Closing; or (ii) the closing of title by Residential Sponsor (or its designee), as seller, to Residential Units representing at least 50%, both in number and in aggregate Common Interests, of all Residential Units to Purchasers (as defined in the Residential Offering Plan). At such meeting a new Residential Board shall be elected and/or designated (as provided in Sections 2.3 and 2.4) consisting of five (5) persons and the incumbent Residential Board shall resign. Thereafter, annual meetings of Residential Unit Owners shall be held within four weeks after the anniversary of such first meeting in each succeeding year on a date to be set by the Residential Board. At such meetings, the Residential Unit Owners shall elect or designate, as the case may be, successors to the members of the Residential Board whose terms of office are due to expire on or about the day of such meeting or

have already expired and there shall also be transacted such other business as may properly come before such meeting.

3.2 Place of Meetings. Meetings of Residential Unit Owners shall be held at the principal office of the Residential Section or at such other place in the Borough of Manhattan as may be designated from time to time by the Residential Board.

3.3 Special Meetings. The President or the Vice President of the Residential Section shall call a special meeting of Residential Unit Owners if so directed by resolution of the Residential Board or upon a petition signed and presented to the Secretary of the Residential Section by Residential Unit Owners owning Residential Units representing not less than 50% of the Common Interests of all of the Residential Units. Each such resolution or petition shall state, in reasonable detail, the purposes for calling such meeting.

3.4 Notice of Meetings and Actions Taken. Notice of each annual or special meeting of Residential Unit Owners shall be given by the Secretary of the Residential Section to all Residential Unit Owners of record entitled to vote thereat, at their address at the Condominium (or at such other address as any Residential Unit Owner has designated by notice in writing to the Secretary of the Residential Section at least fifteen (15) business days prior to the giving of notice of the applicable meeting). Each such notice shall state the purposes of the meeting and the time and place where it is to be held, and no business shall be transacted at such meeting except as stated in the notice. All notices hereunder shall be given by personal delivery, mail, nationally recognized overnight courier or telecopy, at least ten (10) business days prior to the date fixed for the meeting. However, if the business to be conducted at any meeting of the Residential Unit Owners shall include consideration of a proposed amendment to the Declaration, these Residential By-Laws or the Condominium By-Laws, the notice of such meeting shall be given to all Residential Unit Owners, in the manner provided above, at least thirty (30) days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 Lack of Quorum. Subject to the terms and provisions of subsection 2.4.4, if any meeting of Residential Unit Owners cannot be held because a quorum is not present, the Residential Unit Owners who are present at such meeting, either in person or by proxy, may act by majority vote to either: (a) adjourn the meeting from time to time until a quorum exists; or (b) reconvene the meeting to a time (specified on not less than three (3) business days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent Residential Unit Owners) when no quorum requirement shall apply.

3.6 Order of Business. The order of business at all regular meetings of Residential Unit Owners shall be as follows:

(a) Call to order.
(b) Roll call.
(c) Proof of notice of meeting.
(d) Reading of minutes of preceding meeting.
(e) Reports of officers.
(f) Reports of members of the Residential Board.

(g) Reports of committees.
(h) Election of inspectors of election (when so required).
(i) Election of members of the Residential Board.
(j) Unfinished business.
(k) New business.
(l) Adjournment.

3.7 Title to Residential Units. Title to Residential Units may be taken by any individual, corporation, partnership, limited liability company, association, trust, fiduciary or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate.

3.8 Voting.

3.8.1 Each Residential Unit Owner, or a person designated by such Residential Unit Owner to act as proxy on its behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Residential Unit as set forth herein, in the Condominium By-Laws (to the extent applicable) and in the Declaration at all meetings of Residential Unit Owners and at all joint meetings of Unit Owners. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Residential Section and shall be revocable at any time by written notice actually delivered to such Secretary by the Residential Unit Owner which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months (except that the designation of a Permitted Mortgagee to act as the proxy of its mortgagor shall be effective until duly revoked).

3.8.2 A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

3.8.3 If two (2) or more persons or entities own a Residential Unit, they shall designate one (1) person or entity amongst them to vote the entire Common Interest appurtenant to their Unit in a writing given to the Secretary of the Residential Section, and the vote of such designee shall be binding upon such designors. Failing such a designation, all of such persons or entities shall mutually vote such Common Interest under one ballot, without division, and the concurrence of such persons or entities shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Residential Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

3.8.4 Neither the Residential Board nor its designee shall be entitled to vote the interest appurtenant to any Residential Unit owned by the Residential Board or such designee, and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interests of Residential Unit Owners for quorum and voting purposes.

3.8.5 Except as otherwise set forth herein, in the Condominium By-Laws (to the extent applicable) or in the Declaration, at all meetings of Residential Unit Owners, each Residential Unit Owner (or its proxy) entitled to vote thereat (including, without limitation,

Residential Sponsor or its designee or other owner of Unsold Residential Units) shall be entitled to cast one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to its Residential Unit or Units (including, without limitation, for each Residential Board member to be elected) in proportion to the Common Interest of all Residential Units.

3.9 Majority of Residential Unit Owners. Except as may otherwise be provided by law, as used in these Residential By-Laws, the Condominium By-Laws (to the extent applicable) and the Declaration, the term "Majority of Residential Unit Owners" means those Residential Unit Owners having at least 50% of the total authorized votes of all Residential Unit Owners (determined in accordance with the provisions of Section 3.8), who are present in person or by proxy and voting at a duly constituted meeting at which a quorum is present or is not required.

3.10 Quorum. Except as otherwise provided in these Residential By-Laws, the presence in person or by proxy of Residential Unit Owners owning Residential Units to which appertain at least 35% of the aggregate Common Interests attributable to all Residential Units shall constitute a quorum at all meetings of Residential Unit Owners.

3.11 Majority Vote. Except where otherwise provided by Law, the Declaration or these Residential By-Laws, at all meetings solely of Residential Unit Owners, the affirmative vote of a Majority of Residential Unit Owners shall be binding upon all Residential Unit Owners for all purposes.

3.12 Representation on Condominium Board. Residential Unit Owners shall not be entitled to vote in their individual capacities as Unit Owners at any meeting of the Condominium Board. Three (3) of the five (5) members of the Residential Board shall also serve as members of the Condominium Board and shall be entitled to vote at any such meeting(s) in accordance with the terms of Section 2.1 and the provisions of the Condominium By-Laws. Until the expiration of the Initial Residential Control Period, the two Residential Board members who are not designated by Residential Sponsor, its designee or other Unsold Unit Owners (i.e., those who are elected by the Residential Unit Owners and who may not be related to or affiliated with Residential Sponsor, its designee or other Unsold Residential Unit Owners) shall be two of the three Residential Board members who also serve on the Condominium Board (the other such Residential Board member who also serves on the Condominium Board will be one of the three Residential Sponsor designees to the Residential Board). After the expiration of the Initial Residential Control Period but while Residential Sponsor and/or its designee still owns at least one Residential Unit, the one member of the Residential Board designated by Residential Sponsor and/or its designee shall be one of the three Residential Board members who also serves on the Condominium Board. After Residential Sponsor or its designee or other Unsold Unit Owner is no longer entitled to designate any members of the Residential Board, and all such members are elected by the Residential Unit Owners, the three Residential Board members with the longest remaining term of office shall serve as the representatives of the Residential Section on the Condominium Board. At any time that there are more than two members of the Residential Board who are persons not related to or affiliated with Residential Sponsor, such designee or other Unsold Residential Unit Owners, the two of such members having been elected with the highest number of votes shall serve as the two unaffiliated Residential Board members who also serve on the Condominium Board.

ARTICLE 4

OFFICERS

4.1 Designation. (a) The principal officers of the Residential Section shall be a President, Vice President/Treasurer and Secretary, all of whom shall be elected by the Residential Board. The Residential Board may elect more than one Vice President, or an Assistant Treasurer or Assistant Secretary and such other officers as in its judgment may be desirable. Nothing herein shall preclude any officer of the Residential Section from also being an officer of the Condominium or any officer of the Condominium from also being an officer of the Residential Section, if otherwise qualified under the terms of these Residential By-Laws and the Condominium By-Laws, as applicable. Unless prohibited by applicable Law, any two or more offices of the Residential Section may be held by the same person.

(b) None of the officers of the Residential Section need be Residential Unit Owners or have any interest therein or be members of the Residential Board; except that, from and after the first organizational meeting of the Residential Board after the First Annual Residential Meeting, the President of the Residential Section must be a member of the Residential Board.

4.2 Election of Officers. The officers of the Residential Section shall each be elected annually by the Residential Board at the organizational meeting(s) thereof and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Residential Board; except that the initial officers of the Residential Section shall be elected by the First Residential Board and shall hold office at the pleasure of such First Residential Board and until their successors are elected.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by written notice given in accordance with the terms of Section 5.1 of these Residential By-Laws to the Residential Board; such resignation shall take effect at the time specified and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make it effective. Except as otherwise required by these Residential By-Laws with respect to designation of the Residential Section upon the affirmative vote of a majority of the members of the Residential Board, present in person or by proxy at a regular meeting of the Residential Board, or at a special meeting of the Residential Board called for such purpose, at which a quorum is present or is not required pursuant to Section 2.12.2, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Residential Section shall be the chief executive officer of the Residential Section and shall preside at all meetings of Residential Unit Owners and of the Residential Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Residential Unit Owners from time to time as such President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Residential Section.

4.5 Vice President. The Vice President of the Residential Section shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President of the Residential Section are unable to act, the Residential Board shall appoint some other member of the Residential Board to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Residential Board or by the President.

4.6 Secretary. The Secretary of the Residential Section shall keep the minutes of the meetings of the Residential Unit Owners and of the Residential Board. The Secretary shall have charge of such books and papers as the Residential Board shall direct and, in general, shall perform all of the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Residential Section and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Residential Board (or in the name of the managing agent or manager appointed by the Residential Board) in such depositories as may from time to time be designated by such Residential Board and shall, in general, perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Residential Section shall be executed by the President or Vice-President, acting alone, or by any other two officers thereof or by such other person or persons as may be designated by the Residential Board. In addition to the foregoing, the Residential Board may authorize the managing agent serving on its behalf to execute checks, provided that the expenditures, and the managing agent's paying for same, have been approved in advance by resolution of the Residential Board or have been authorized by two officers of the Residential Section (at least one of whom shall be a Residential Board member).

4.9 Compensation of Officers. Except as otherwise determined by the Residential Board, no officer shall receive any compensation for acting as such.

4.10 Liability of Officers.

4.10.1 To the extent permitted by applicable Law, no officer of the Residential Section shall have any personal liability with respect to any contract, act or omission of the officers in connection with the affairs or operation of the Residential Section (except in their capacities as Residential Unit Owners). To the extent permitted by applicable Law, officers shall have no liability to Residential Unit Owners, except that an officer shall be liable for his or her own bad faith or willful misconduct. All Residential Unit Owners shall severally, to the extent of their respective interests in their Residential Units and their appurtenant Common Interests, indemnify, defend and hold harmless each officer of the Residential Section against any liability or claim except those arising out of such officer's own bad faith or willful misconduct.

4.10.2 None of the officers of the Residential Section shall be liable for either: (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as either a Residential Common Expense or General Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of such officer; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual, (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element, or (c) arising out of theft or otherwise; except in each case when caused by the acts of bad faith or willful misconduct of such officer.

ARTICLE 5

NOTICES

5.1 Notices. Except as otherwise provided in these Residential By-Laws or the Condominium By-Laws, all requests, notices, reports, demands, approvals and other communications required or desired to be given shall be in writing and shall be delivered: (a) if to the Residential Board, in person or sent to the principal office of the Residential Board (or to such other address as the Residential Board may designate from time to time by notice in writing to all Unit Owners and to all Permitted Mortgagees having requested in writing notice of same); and a duplicate shall be sent in like manner to the managing agent of the Residential Section, if any; (b) if to a Residential Unit Owner, in person or sent to the address of such Residential Unit Owner at the Building, or to such other address as may have been designated by such Residential Unit Owner from time to time in writing to the Residential Board; (c) if to Permitted Mortgagees, either delivered in person or sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service to their respective addresses, as may have been designated by such Permitted Mortgagees from time to time in writing to the Residential Board; and (d) if to any other Person, in the manner provided in Article 5 of the Condominium By-Laws. All notices delivered in person (to the extent permitted herein) shall be deemed to have been given when delivered in person. Unless other means of giving certain notices are specifically required or permitted pursuant to the Declaration, Condominium By-Laws and Residential By-Laws (including the Residential Rules and Regulations), all notices which are "sent" shall be sent either: (x) by registered or certified mail, return receipt requested, and shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper; or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first Business Day (for domestic delivery) and the third Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever any notice is required to be given by law, the Declaration or these Residential 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 6

OPERATION OF THE RESIDENTIAL SECTION

6.1 Determination of Residential Common Expenses and Fixing of Residential Common Charges

6.1.1 (a) As described more fully in the Condominium By-Laws, the Condominium Board shall from time to time, but at least annually, prepare a budget setting forth the projection of General Common Expenses and will allocate to the Residential Section, in the manner described in the Condominium By-Laws, the General Common Charges necessary to meet the Residential Section's allocated share of General Common Expenses. The Residential Board will allocate and assess to each Residential Unit Owner, in such proportion as the Common Interest of each such Unit Owner's Residential Unit bears to the total aggregate Common Interests of all Residential Units, a portion of the General Common Charges allocated to the Residential Section, to be assessed against and paid by each Residential Unit Owner as part of the Residential Common Charges payable by such Residential Unit Owner, as provided in subsection 6.1.2.

(b) Under the Condominium By-Laws, and to the extent permitted by Law, the Residential Common Charges collected by the Residential Board shall, in all instances, first be payable to the Condominium Board in payment of the Residential Section's allocated share of General Common Charges, failing the occurrence of which, the Condominium Board shall have the right, without limitation, to avail itself of the remedy of specific performance with respect to the Residential Board's obligations hereunder.

6.1.2 (a) Except as otherwise provided herein, all costs and expenses in connection with the Repair, maintenance, care, upkeep and operation of, and any Alteration to, the Residential Limited Common Elements and the business and affairs of the Residential Section (the "Residential Common Expenses") shall be determined by the Residential Board and shall be borne solely by the Residential Unit Owners. Residential Common Expenses shall include, without limitation: (i) such amounts as the Residential Board may deem proper for the establishment of and/or changes to reserves, including, without limitation, a general operating reserve or a reserve for working capital or for replacements with respect to the Residential Limited Common Elements; (ii) such amounts, determined by the Residential Board, as may be required for the purchase, lease or sublease by the Residential Board or its designee, on behalf of all Residential Unit Owners, of an apartment to be used as the residence of the superintendent or resident manager of the Residential Section, if any, or of any Residential Unit whose owner has elected to sell, lease, transfer or convey such Residential Unit or which is to be sold at a foreclosure or other similar sale; and (iii) all such other items as are provided for in the Declaration, the Condominium By-Laws or these Residential By-Laws to be Residential Common Expenses. The Residential Board shall from time to time, but at least annually, prepare a budget setting forth the projection of Residential Common Expenses and shall allocate and assess to the Residential Unit Owners pro rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration, the Condominium By-Laws or these Residential By-Laws), charges to meet the Residential Common Expenses (which shall include each Residential Unit Owner's share of General Common Charges (such charges together with

all such other amounts denominated or payable as Residential Common Charges in or under the Declaration, the Condominium By-Laws or these Residential By-Laws being, collectively, the "Residential Common Charges")). In addition to basing certain elements of Residential Common Charges on proportionate Common Interests, the Residential Board may also assess the same in accordance with submetering, contract allocations, or usage (both projected and actual) so long as such allocations are reasonable, as determined by the Residential Board. The Residential Board shall advise all Residential Unit Owners promptly in writing of the amount of Residential Common Charges payable by each of them and shall furnish copies of each annual budget on which such Residential Common Charges are based to all Residential Unit Owners and, upon written request therefor, to Permitted Mortgagees thereof.

(b) Notwithstanding anything to the contrary contained in this subsection 6.1.2, the costs of Repair, maintenance, care, upkeep and operation of, and any Alteration to, the Residential Limited Common Elements described in subsection 6.6.2(c) shall be paid for in the manner described therein.

6.1.3 The Residential Board may, at its sole discretion, from time to time increase or decrease the amount of Residential Common Charges, and may modify its prior determination of the Residential Common Expenses for any fiscal year so as to increase or decrease the amount of Residential Common Charges payable for such fiscal year or portion thereof; however, no such revised determination shall have a retroactive effect on the amount of Residential Common Charges payable by Residential Unit Owners for any period prior to the date of such new determination. However, a prior period's deficit may be included in Residential Common Charges for a subsequent period or levied from a special assessment levied against all Residential Unit Owners in accordance with subsection 6.1.5.

6.1.4 The failure or delay of the Residential Board to prepare or adopt a budget or to otherwise determine the Residential Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Residential Unit Owner from the obligation to pay Residential Common Charges. In the event of such failure by the Residential Board, the Residential Common Charges that were computed on the basis of the Residential Common Expenses last determined for any fiscal year or portion thereof, together with the Residential Section's then current allocated share of General Common Charges (determined in accordance with the terms of the Condominium By-Laws), shall continue thereafter to be the Residential Common Charges payable by the Residential Unit Owners until a new determination of the Residential Common Charges is made.

6.1.5 In addition to the foregoing duty to determine the amount of and to assess Residential Common Charges, the Residential Board shall have the right to levy special assessments to meet the Residential Common Expenses (or a prior period's deficit, in accordance with subsection 6.1.3), including, without limitation, the Residential Section's allocated share of General Common Charges or any special assessment levied by the Condominium Board. The Residential Board shall have all rights and remedies for the collection of special assessments as are provided herein for the collection of Residential Common Charges (including, without limitation, perfecting a lien against the defaulting Residential Unit).

6.1.6 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any Residential Limited Common Element shall be collected by the Residential Board, as agent for and on behalf of the Residential Unit Owners, and shall constitute income of the Residential Unit Owners, to be applied against Residential Common Expenses next arising. Notwithstanding any provision contained in these Residential By-Laws to the contrary, in no event shall any rent, profit or revenue derived from the rental, licensing or use of any space in the Residential Section be deemed to be derived from the rental, licensing or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Residential Limited Common Elements appurtenant to such space. In addition, none of the Residential Unit Owners, nor the Residential Board will have any interest in the rents, profits or revenues from the rental or use of any space in the Non-Residential Units.

6.2 Payment of Residential Common Charges.

6.2.1 All Residential Unit Owners shall be obligated to pay to the Residential Board the Residential Common Charges assessed by the Residential Board pursuant to the provision of Section 6.1, at such time or times as the Residential Board determines. Unless otherwise determined by the Residential Board, Residential Common Charges shall be payable monthly, in advance, on the first day of each month.

6.2.2 No Residential Unit Owner shall be liable for the payment of any part of the Residential Common Charges assessed against such Residential Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance by it (made in accordance with these Residential By-Laws) of such Unit, together with its appurtenant Common Interest except as expressly provided herein. Any Residential Unit Owner may, subject to the terms and conditions of these Residential By-Laws, convey its Unit, together with its appurtenant Common Interest, without consideration, to the Residential Board or its designee, on behalf of all Residential Unit Owners, and in such event (except as hereinafter set forth) be exempt from Residential Common Charges thereafter accruing, provided that such Residential Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Residential Common Charges (provided that no amounts are owing under any such lien). However, in no event may a Residential Unit Owner exempt itself from liability for Residential Common Charges by waiving use of any of the Common Elements or by abandonment of its Residential Unit. A purchaser of a Residential Unit shall be liable for the payment of Residential Common Charges accrued and unpaid against such Unit prior to its acquisition thereof, except that, to the extent permitted by Law, a Permitted Mortgagee acquiring title to a Residential Unit at a foreclosure sale shall not be liable for, and such Residential Unit shall not be subject to, a lien for the payment of Residential Common Charges assessed against such Residential Unit subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title of such Residential Unit by such mortgagee; the foregoing is subject to the provisions of the last sentence of subsection 6.3.2 hereof. However, in the event of a foreclosure of a Residential Unit by a Permitted Mortgagee (whether by sale, deed in lieu of foreclosure or otherwise) or by the Residential Board of its lien on any Residential Unit for unpaid Residential Common Charges, if the net proceeds of the foreclosure sale actually received (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred by such Permitted Mortgagee in connection therewith) are insufficient to satisfy the defaulting Residential Unit Owner's obligations, such

Residential Unit Owner shall remain liable for the deficit of all unpaid Residential Common Charges, as provided in these Residential By-Laws.

6.2.3 (a) Prior to any permissible sale, transfer or other conveyance of a Residential Unit, any seller or purchaser of a Residential Unit shall be entitled, upon request for same, to a statement from the Residential Board, dated as of the date of the closing of title in connection with any such sale, transfer or other conveyance, setting forth the amount of unpaid Residential Common Charges accrued against the Unit.

(b) The Residential Board shall promptly provide any Residential Unit Owner who so requests with a written statement of all unpaid Residential Common Charges due to it from such Residential Unit Owner.

6.2.4 Notwithstanding the provisions of subsection 6.2.1, any Residential Unit Owner that is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) shall deposit with the Residential Board an amount equal to two (2) times the then current annual Residential Common Charges for such Unit, subject to increase from time to time as such Common Charges increase, together with the full amount of any special assessment levied against, or allocable to, such Unit, as security for the faithful observance by such Residential Unit Owner of the terms, provisions and conditions of these Residential By-Laws. In the event that such Residential Unit Owner defaults in respect of the terms, provisions and conditions of these Residential By-Laws, the Residential Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Residential Common Charges or any other sum as to which such Residential Unit Owner is in default. If the Residential Board applies or retains any part of said security, the Residential Unit Owner in questions, within ten (10) days after notice from the Residential Board, shall deposit with the Residential Board the amount so applied or retained so that such Residential Board has the full amount of said security on hand at all times.

6.3 Default in Payment of Residential Common Charges; Lien for Unpaid Residential Common Charges; Other Remedies.

6.3.1 The Residential Board shall take prompt action to collect any Residential Common Charges which remain unpaid for more than thirty (30) days after the due date for payment thereof, including, without limitation, the institution of such actions and the recovery of interest and expenses as provided in this Article 6. Subject to the applicable terms of the Condominium By-Laws, in the event the Residential Board, after notice from the Condominium Board, fails to take such action against a Residential Unit Owner, then the Condominium Board may do so, in its own name or, if necessary, in the name of the Residential Board.

6.3.2 Except to the extent prohibited by Law, the Residential Board, on behalf of all Residential Unit Owners, shall have a lien for Residential Common Charges unpaid by any Residential Unit Owner, together with interest thereon, on all Residential Units owned by such Residential Unit Owner. Such lien for Residential Common Charges shall be subordinate only to liens for real estate taxes and, to the extent required by applicable Law, to prior recorded Permitted Mortgages on such Residential Units, which are first mortgages of record. In the event

of a change in applicable Law which does not mandate that the lien for Residential Common Charges be subordinate to the lien for prior recorded Permitted Mortgages which are first mortgages of record, then, to the extent then permitted by applicable Law, provided the Residential Board determines (in its sole discretion) that such a change in Law is and a corresponding change to these Residential By-Laws will be generally acceptable to mortgage lenders, the lien for Residential Common Charges shall not be subordinate to the lien of any such Permitted Mortgages thereafter made or to the lien of any such Permitted Mortgages theretofore made to the extent that, after the implementation of such amendment to applicable Law, such Permitted Mortgages have been modified, amended or extended so that additional monies are secured thereby.

6.3.3 In the event any Residential Unit Owner fails to make payment of Residential Common Charges when due, such Unit Owner shall be obligated to pay: (a) a "late charge" of $.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); and (b) interest at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by Law) on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof, together with all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Residential Board or by any managing agent in any proceeding brought to collect such unpaid Residential Common Charges or in an action to foreclose the lien on such Unit arising from said unpaid Residential Common Charges, whether as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof, or in any other manner permitted by law. In addition, if the Residential Board shall bring an action to foreclose such lien because of unpaid Residential Common Charges, the defaulting Residential Unit Owner shall be required to pay a reasonable fee for the use and occupancy of its Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. All such "late charges," interest, expenses and fees shall be added to and shall constitute Residential Common Charges payable by such Residential Unit Owner; and the lien for unpaid Residential Common Charges shall also secure the payment of such additional sums. A suit to recover a money judgment for unpaid Residential Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

6.3.4 In any action brought by the Residential Board to foreclose a lien on a Residential Unit because of unpaid Residential Common Charges, the Residential Board, acting on behalf of all Residential Unit Owners, shall have the power (but shall not be obligated) to purchase any such Residential Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the Common Interests appurtenant thereto). In the event the net proceeds received on a foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Residential Unit Owner's obligations, such Residential Unit Owner shall remain liable for the deficit, as provided in these Residential By-Laws.

6.3.5 (a) For the purposes of this subsection 6.3.5, "non-occupying owner" shall mean a Residential Unit Owner who or which does not occupy its Residential Unit.

(b) If a non-occupying owner rents any Residential Unit to a rental tenant and then fails to make payments due for Residential Common Charges or any other amounts payable by such Residential Unit Owner to the Residential Board, including, without limitation, assessments and/or late fees (all of the foregoing, collectively, "Payments") for such Residential Unit within sixty days of the expiration of any grace period after the same are due, upon notice in accordance with subdivision (c) of this subsection, all rental payments from the tenant shall be directly payable to the Residential Board.

(c) If the Payments for any Residential Unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the Residential Board shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all Payments are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Residential Board at the address listed on the notice. Where a majority of the Residential Board has been elected by and from among the Residential Unit Owners who are in occupancy, the Residential Board may elect not to require that rental payments be made payable to the Residential Board. At such time as Payments from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Residential Board's claim to rental payments pursuant to this subsection shall be entitled to present facts supporting such Residential Unit Owner's position at the next scheduled meeting of the Residential Board, which must be held within thirty days of the date that such Residential Board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this subsection shall limit any rights of any Residential Unit Owner or the Residential Board existing under any other Law or agreement.

(e) Payment by a rental tenant to the Residential Board made in connection with this subsection shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

6.4 Insurance.

6.4.1 The Condominium By-Laws describe those types of insurance which the Condominium Board, the Residential Board, the Hotel Board, the Non-Residential Unit Owners and the Residential Unit Owners are required to obtain and maintain. Neither the Condominium Board nor the Residential Board is required to obtain or maintain any insurance with respect to any personal property (including improvements, betterments, equipment, furniture, furnishings and the like) contained in or constituting part of a Residential Unit or any liability with respect to occurrences within or about a Residential Unit or the Limited Common Elements, if any, appurtenant thereto. Consequently, as specified in Section 11.3 of the Condominium By-Laws, all Residential Unit Owners are required to obtain and maintain liability insurance as specified therein. Subject to the requirements hereinafter and in subsection 6.4.2 set forth, Residential Unit Owners shall not be prohibited from carrying other insurance for their own benefit, and the Residential Board shall not be prohibited from requesting or seeking to cause the Condominium

Board to carry other insurance, or from carrying insurance itself, for the benefit of the Residential Section or Residential Unit Owners. To the extent any party is insured, or is required hereunder to be insured, for loss or damage to property, each party will look to its own insurance policies for recovery.

6.4.2 All policies obtained by any Residential Unit Owner, or by the Residential Board on behalf of the Residential Section or the Residential Unit Owners, shall provide that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any additional insurance carried by the Residential Board or any other Unit Owner and shall contain a waiver of the insurer's right of subrogation against the Condominium Board, the Residential Board and any Unit Owner.

6.4.3 If the use of any Residential Unit causes an increase in the premium for the insurance which the Condominium Board, Residential Board or Hotel Board is required to obtain and maintain as set forth herein or otherwise, then the owner of such Residential Unit shall be obligated to pay to the Residential Board (which, to the extent appropriate, shall in turn pay any necessary sums to the Condominium Board), as additional Residential Common Charges, a sum equal to the amount of such increase attributable to such use.

6.4.4 All insurance policies carried by or on behalf of the Residential Board shall provide that adjustment of loss shall be made exclusively by the Residential Board if the loss involves only the Residential Section; in all other instances, the provisions of the Condominium By-Laws shall control as to adjustment of loss. The Condominium By-laws shall also control as to those instances in which proceeds shall be payable to an Insurance Trustee.

6.5 Repair or Reconstruction after Fire or Other Casualty.

6.5.1 (a) If any portion of the Property other than solely the Residential Section is damaged or destroyed by fire or other casualty, or if any portion of the Residential Section is damaged or destroyed together with any other portion of the Property, the provisions of the Condominium By-Laws shall control as to control over repair and restoration. In the event that solely the Residential Section (i.e., the Residential Units and/or Residential Limited Common Elements) or any part thereof is damaged or destroyed by fire or other casualty (unless, in accordance with the Condominium By-Laws or these Residential By-Laws, the Building is not to be repaired), the Residential Board will arrange for the prompt repair and restoration of the Residential Section (including each Residential Unit, but excluding improvements, betterments, equipment, furniture, furnishings or other personal property in any such Unit) and the Residential Board, or Insurance Trustee, as provided in the Condominium By-Laws or herein, shall disburse the proceeds of all applicable insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

(b) If only the Residential Section is damaged or destroyed by fire or other casualty and the insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be borne as a Residential Common Expense or profit, respectively, and shared by all Residential Unit Owners in proportion to their respective Common Interests. Any surplus allocable to any Residential Unit pursuant to this subsection 6.5.1 shall first be lessened by such amounts as may be required to

discharge unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of priority of such liens, and the remaining surplus, if any, shall then be paid to the owner of such Unit. If any portion of the Property other than solely the Residential Section is damaged or destroyed by fire or other casualty, or if any portion of the Residential Section is damaged or destroyed together with any other portion of the Property, the provisions of the Condominium By-Laws shall control as to any deficit or surplus in insurance proceeds.

6.6 Maintenance and Repairs.

6.6.1 Except as otherwise provided in the Declaration, the Condominium By-Laws or these Residential By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, and all maintenance, repairs and replacements of all plumbing, heating and lighting fixtures, heating and air-conditioning units and appliances: (i) in or to any Residential Unit (excluding General Common Elements and Residential Limited Common Elements therein, except as otherwise provided in the Declaration or these Residential By-Laws) and the interior side of entrance doors thereto, shall be made by the owner of such Residential Unit at its sole cost and expense; provided that, except in the case of work to be done in Unsold Residential Units, the Residential Unit Owner of a Residential Unit utilizes only such contractors, workers or suppliers as are on the then approved list of the then managing agent of the Residential Section, which list may change from time to time in the sole discretion of such managing agent or the Residential Board and, to the extent applicable, complies with the provisions of Section 6.7 hereof; and (ii) in or to the Residential Limited Common Elements shall be made by the Residential Board and the cost and expense thereof shall be shared by all Residential Unit Owners as a Residential Common Expense, in proportion to their respective Common Interests.

6.6.2 Notwithstanding the provisions of subsection 6.6.1:

(a) In the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof (including, without limitation, any Unit) is necessitated by or attributable to the negligence, misuse, neglect or abuse of: (i) any one or more Residential Unit Owner(s) or its or their tenants, agents, invitees, licensees or guests, the entire cost thereof shall be borne entirely by such Residential Unit Owner(s); or (ii) the Residential Board or its tenants, agents, invitees, licensees or guests, the entire cost thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, except to the extent in any case that such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

(b) The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be altered, colored or painted. The washing and cleaning of interior glass surfaces of windows in the Residential Units shall be the responsibility of the respective Residential Unit Owners. All window interiors shall be cleaned a minimum of five times per calendar year. The Residential Board may from time to time enforce the responsibility of Residential Unit Owners to wash and clean the interior surfaces of windows located in their respective Units. The exterior glass surfaces of Residential Units will be washed and cleaned by the Residential Board and, except as provided in these Residential By-Laws, the cost thereof charged as a Common Expense of the Residential Unit Owners.

(c) All normal maintenance and repairs of any Common Element appurtenant to a particular Residential Unit (*e.g.*, terraces) shall be made by the Residential Unit Owner having access thereto, at its own cost and expense; any structural or extraordinary repairs or replacements thereto (including leaks) shall be made by or for the Residential Board and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, unless due to the negligence, misuse, neglect or abuse of such Residential Unit Owner or its tenant, agent, invitee, licensee or guest, in which event such Residential Unit Owner shall bear the entire cost thereof, and the same shall, for all purposes hereunder, constitute part of the Residential Common Charges payable by such Residential Unit Owner.

(d) No Residential Unit Owner may install, inscribe or expose any signage on or at any window or any other part of the Common Elements.

6.6.3 Each Residential Unit and the Residential Limited Common Elements shall be kept in the condition and otherwise in such manner that appropriate standards of quality, service and appearance are maintained which are appropriate for a luxury residential condominium project (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Residential Unit Owner or the Residential Board, whichever is responsible for the maintenance thereof under the Declaration, these Residential By-Laws or the Condominium By-Laws; and such Residential Unit Owner or the Residential Board shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Residential Section and those areas which are exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by: (a) the Residential Board, with respect to such parts of the Building it is required to maintain under the Declaration, these Residential By-Laws or the Condominium By-Laws; and; (b) each Residential Unit Owner, with respect to the windows and shades, Venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to its Residential Unit, as well as those other areas of such Unit and its appurtenant Residential Limited Common Elements which are exposed to public view.

6.6.4 In the event that any Residential Unit Owner, within a reasonable time after receipt of written notice from the Residential Board, fails or neglects in any way to perform any of its obligations with respect to maintenance, repair or replacement in or to its Residential Unit as provided in this Article 6 or of any Common Element for which such Residential Unit Owner is responsible under the Declaration, the Condominium By-Laws or these Residential By-Laws, the Residential Board may perform or cause to be performed such maintenance, repair or replacement, unless such Residential Unit Owner, within ten (10) days after receiving notice of such default by the Residential Board (except in the event of an "emergency," i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building or other persons, or required to avoid the suspension of any necessary services in the Building, in which case no notice is required), cures such default, or in the case of a default not reasonably susceptible to cure within such period, promptly commences (within such ten (10)-day period) and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such maintenance, repair or replacement in or to such Residential Unit Owner's Unit or to any such Common Element for which such Residential

Unit Owner is responsible as aforesaid, together with interest thereon at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Residential Unit Owner to the Residential Board and shall, for all purposes hereunder, constitute part of the Residential Common Charges payable by such Residential Unit Owner.

6.7 Alterations of Residential Units.

6.7.1 Except as otherwise provided in the Declaration, the Condominium By-Laws or these Residential By-Laws:

(a) (i) No Residential Unit Owner (other than Declarant and/or Residential Sponsor or its designee or other owner of Unsold Residential Units) shall make any Alteration or Repair in or to its Residential Unit which affects the structure or systems of the Building (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning systems thereof), without obtaining the prior written consent of the Residential Board thereto. Prior to, and as a condition of, the granting of its consent to the making of any such Alteration or Repair in or to a Residential Unit, the Residential Board, at its option, may require the Residential Unit Owner to execute an agreement, in form and substance satisfactory to the Residential Board, setting forth the terms and conditions under which such Alteration or Repair may be made.

(ii) Notwithstanding anything otherwise herein contained to the contrary (whether in clause (i) above or otherwise), no Residential Unit Owner shall make, and the Residential Board shall not have the authority to consent to, any alteration, addition, improvement or repair to a Residential Unit which affects the structural elements or the systems (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning systems) of: (x) the Building without the Residential Board's obtaining the prior written consent thereto of the Condominium Board to the extent required under the terms of the Condominium By-Laws; and/or (y) any Non-Residential Unit without the Residential Board's obtaining (on behalf of such Residential Unit Owner) the prior written consent thereto of the owner of such Non-Residential Unit(s) to the extent required under the terms of the Condominium By-Laws. In each of the foregoing cases, the Residential Unit Owner seeking to perform such work requiring such consent(s) shall be liable for all costs and expenses incurred by the Residential Board in obtaining such consent(s).

(b) All Repairs which would affect the structure or the systems of the Building (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning systems thereof) and all Alterations to any Residential Unit shall be made in accordance with plans and specifications, which plans and specifications shall be: (1) subject to review and approval by the Residential Board, in the case of Alterations to which the consent of the Residential Board is otherwise required under subsection 6.7.1(a); (2) subject to review and approval by the Condominium Board, in the case of Alterations to which the consent of the Condominium Board is otherwise required under Article 8 of the Condominium By-Laws; (3) subject to the approval of the appropriate Non-Residential Unit Owner(s) in the case of Alterations to which the consent of such Non-Residential Unit Owner(s) is otherwise required under Article 8 of the Condominium By-Laws; and/or (4) subject to the approval of the Hotel

Board in the case of Alterations to which the consent of such Board as otherwise required under Article 8 of the Condominium By-Laws. Prior to, and as a condition of, the granting of its consent to the making of any such Alteration, the Residential Board, the Condominium Board, the Non-Residential Unit Owner or the Hotel Board, as the case may be, may require the Residential Unit Owner to execute an agreement, in form and substance satisfactory to the consenting party, setting forth the terms and conditions under which such Alteration may be made.

6.7.2 All Alterations (whether to a Unit or to any Common Element) by a Residential Unit Owner shall be performed:

(a) at the Residential Unit Owner's sole cost and expense (including, without limitation, the reasonable costs of the Residential Board, the Condominium Board, the Non-Residential Unit Owner(s) and/or Hotel Board, as the case may be, incurred in reviewing and approving such Residential Unit Owner's submission for approval (if such approval is required) and in monitoring such Residential Unit Owner's compliance with the provisions of this Section 6.7);

(b) only after obtaining such insurance, naming the Condominium Board and the Residential Board, and the managing agent(s) thereof, and any affected Non-Residential Unit Owner(s) and/or Hotel Board as additional insureds, as such Boards or such managing agent(s) or such Non-Residential Unit Owner(s) may reasonably require;

(c) in compliance with the Declaration, these Residential By-Laws, the Condominium By-Laws, the General Rules and Regulations, the Residential Rules and Regulations, and all Laws (including, without limitation, those regarding licensing of contractors, obtaining of all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations and obtaining of any amendment to the Certificate of Occupancy for such Residential Unit, if necessary);

(d) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium, Residential Section, Hotel Section, or Non-Residential Units Owners' employees or other contractors or subcontractors employed in the Units or the Building; and

(e) (i) only during such days and hours as may be specified by the Residential Board in its reasonable judgment; and (ii) employing such architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the then approved list of the then managing agent of the Residential Section, as such list may change from time to time, in the sole discretion of the Residential Board or its managing agent.

The Residential Unit Owner performing, permitting, suffering or causing such Alterations to be performed shall, if required either by the Condominium Board and/or the Residential Board, pay the cost of: (x) any necessary amendment of the Declaration and the floor plans of the Condominium, if appropriate, to reflect any such Alterations; (y) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (copies of which shall be delivered to the Residential Board

(which shall, as appropriate, also cause copies to be delivered to the Condominium Board) promptly after the issuance thereof and prior to the commencement of any Alterations), and obtaining any amendment to the Certificate of Occupancy for such Residential Unit, if necessary; and (z) any reasonable architectural, engineering and legal fees incurred by the Condominium Board or the Residential Board, as appropriate, in connection with such work. Neither the Condominium Board, the Residential Board nor any Unit Owner (other than the Residential Unit Owner making, permitting, suffering or causing any Alterations to be made in or to its Unit) shall incur any liability, cost or expense either: (1) in connection with the preparation, execution or submission of the applications referred to above; (2) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made, or permitted or caused to be made, by any Residential Unit Owner; (3) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (4) arising out of a Residential Unit Owner's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, the Condominium By-Laws, these Residential By-Laws, the General Rules and Regulations, if any, the Residential Rules and Regulations, and the provisions of any Laws insofar as the same relates to Alterations. A Residential Unit Owner making, or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify and hold the Condominium Board, the Residential Board, the managing agents thereof and all other Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage, injury or liability, whether direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

6.7.3 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to make an Alteration in or to any Residential Unit shall, if and to the extent required by Law or such department or authority, be executed by the Condominium Board, the Residential Board and/or any affected Non-Residential Unit Owner(s), in the case of an Alteration which such party has approved (or for which its approval is not required), provided that the Condominium Board, the Residential Board and the Non-Residential Unit Owner(s) shall not incur any liability, cost or expense in connection with or by reason of executing such application.

6.7.4 Notwithstanding anything to the contrary contained in this Section 6.7 (but subject to all Laws), Declarant and Residential Sponsor shall each have the right pursuant (and subject) to the terms of the Declaration, without the approval of the Residential Board, the Condominium Board or any Non-Residential Unit Owner: (i) to make any alterations, additions, improvements and repairs in or to any Unsold Residential Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary (including, without limitation, those required under any applicable development (or other) agreement affecting the Property, the Residential Offering Plan, any Purchase Agreement or otherwise); and (ii) to subdivide, combine and change the boundary walls of Unsold Residential Units. Additionally, an initial purchaser of any Unsold Unit shall have the right, without approval of the Residential Board, to make any Alterations in or to its Residential Unit, provided that Residential Sponsor shall have consented to the same in writing at or prior to the closing of title to such Residential Unit (which consent may be withheld or conditioned in Residential Sponsor's sole discretion) and that such purchaser complies with all of the other requirements of this Section 6.7.

6.7.5 In addition to the requirements set forth above in this Section 6.7, until a permanent Certificate of Occupancy is obtained for the Building, no Residential Unit Owner shall make any Alterations in or to its Residential Unit without first notifying Declarant and Residential Sponsor of the same in writing and complying with the requirements of Declarant and Residential Sponsor with respect to the same. Such requirements may include, but need not be limited to, the following:

(a) such work not include any change that would result in a delay in obtaining a temporary or permanent Certificate of Occupancy for the Residential Section and/or the Building, or any amendment to, or extension of, the same if theretofore issued;

(b) such Residential Unit Owner post a bond or other similar security that is reasonably acceptable to Residential Sponsor in an amount sufficient (in Residential Sponsor's reasonable judgment) to insure the diligent completion of the work and the filing of any required notices or certificates with respect to such work and the completion of the same with all governmental authorities having jurisdiction;

(c) such work not be commenced until such Residential Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all governmental authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Residential Sponsor;

(d) such work be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(e) Declarant and Residential Sponsor and their representatives be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(f) promptly after the completion of such work, all necessary inspections and approvals of the same be obtained, all necessary notices and/or certifications be filed with the appropriate governmental authorities and Declarant and Residential Sponsor each be given a copy of all such inspections, approvals, notices and certifications;

(g) such Residential Unit Owner indemnify and hold Declarant and Residential Sponsor harmless from any cost, expense, claim, or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim or liability incurred or suffered by any of them due to any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued) as a result of such work or the failure to timely make all appropriate governmental filings in connection with the same; and

(h) all contractors shall be duly licensed to the extent required by applicable Laws and, if required under any contract with any union whose members are performing services at the Building (including, without limitation, services directly or indirectly at the behest, for the benefit, or for the account of Declarant, Residential Sponsor, any other Unit

Owner, the Condominium Board, the Residential Board or the Hotel Board), such work shall be performed solely by union members.

If any Residential Unit Owner commences any such Alterations in violation of the foregoing terms and conditions of this subsection 6.7.5, or fails to comply with the requirements of Declarant and/or Residential Sponsor in connection with the same, Declarant and/or Residential Sponsor shall be entitled to cause such work by such Residential Unit Owner to be halted, including, without limitation, causing the managing agent to deny access to the Building to such Residential Unit Owner's workers and suppliers, until such Residential Unit Owner so complies. During the period until such Residential Unit Owner is permitted hereunder to resume its work, Declarant and/or Residential Sponsor shall have the right to cause to be performed (whether by Declarant, Residential Sponsor or otherwise) any and all work in and to such Residential Unit Owner's Unit as shall be necessary, in such party's sole judgment, in order to avoid any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Residential Unit Owner. The cost and expense of any such work so performed shall be borne by such Residential Unit Owner and shall be paid to Declarant and/or Residential Sponsor, as designated by such parties, within fifteen (15) days following written demand therefor.

6.7.6 In the event that a dispute arises between any Residential Unit Owner and the Condominium Board, the Residential Board or any Non-Residential Unit Owner, as the case may be, regarding any Alteration subject to the approval of either such Board or such Non-Residential Unit Owner (including, without limitation, the determination of whether any work constitutes an Alteration subject to the approval of only such Board or any Non-Residential Unit Owner), or if a dispute arises between a Residential Unit Owner and Declarant and/or Residential Sponsor in respect of subsection 6.7.5, such dispute shall be submitted to Arbitration, provided that the parties shall cause such Arbitration to proceed in an expedited manner.

6.7.7 References in this Section 6.7 to Alteration shall also include, as the context requires but otherwise subject to the Declaration, Condominium By-Law and these By-Law, any Repairs.

6.8 Alterations to Residential Limited Common Elements. Except as otherwise provided in the Declaration, the Condominium By-Laws or these Residential By-Laws, all alterations, additions or improvements in or to any Residential Limited Common Elements shall be made by the Residential Board or by the Residential Unit Owner(s) required to maintain and repair such Residential Limited Common Element and the cost thereof shall be charged either to all Residential Unit Owners as a Residential Common Expense in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Residential Unit Owners, or to the Residential Unit Owner(s) responsible therefor, as the case may be. Whenever the cost of any such alterations, additions or improvements chargeable to the Residential Board is capital in nature and would, in the judgment of the Residential Board, exceed $100,000 (subject to increase by the CPI Increase Factor) in any calendar year or $250,000 in the aggregate (subject to increase by the CPI Increase Factor), then such proposed alteration, addition or improvement shall not be made unless first approved by a majority in number and

Common Interest of Residential Unit Owners, including Residential Sponsor, required to bear the cost and expense thereof in accordance with the foregoing and by a majority of the Residential Mortgagee Representatives, if any; provided that if the aforesaid is in the nature of a non-capital repair or is necessary to comply with Laws, or to remedy any violation imposed against the Property, or a proper work order of an insurer of the Property, or for the health or safety (but not the general comfort or welfare) of the residents or occupants of the Property, such consent shall not be required. In any such event, the Residential Board may, in its direction, assess each Residential Unit Owner liable therefor for its pro-rata share of the cost of such alterations, additions and improvements, according to its respective Common Interest, as part of the Residential Common Charges. Any additions, alterations, or improvements costing the amounts set forth above or less, in the aggregate, in any calendar year may be made by the Residential Board without the approval of the Residential Unit Owners or the Residential Mortgage Representatives.

6.9 Use of Residential Units. A Residential Unit may generally be used only for residential purposes and, subject to compliance with the Declaration, Condominium By-Laws and these Residential By-Laws, for a lawful home occupation, as defined in the Zoning Resolution of the City of New York; and may be leased by the Residential Unit Owner thereof to tenants only for periods of one year or more. A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, employee or shareholder of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of or in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing.

6.10 Use of and Alterations to Storage Bins. To protect the security of the Building, any licensee of any Storage Bin must also at all times be the owner of a Residential Unit, provided, however, that the foregoing restriction shall not apply: (i) to Residential Sponsor or its designee; or (ii) to the Residential Board or its designees. If at any time the licensee of a Storage Bin sells or leases its Residential Unit, it shall simultaneously assign its license of the Storage Bin to another owner of a Residential Unit, and if it fails to do so the Residential Board shall have the right to terminate the license of the Storage Bin and take possession of the same, without compensation to the licensee.

The Storage Bins may be used only for storage purposes, in compliance with all applicable Laws and without causing the dissemination of noxious odors, dirt or other sanitary problems. Except as otherwise expressly permitted herein, no Unit Owner may make any

alteration, addition, improvement of repair in or to the Storage Bin licensed to it without the prior approval of the Residential Board and complying with all Laws and all applicable Rules and Regulations.

6.11 Use of Residential Limited Common Elements.

6.11.1 Except as otherwise provided herein, in the Condominium By-Laws or in the Declaration, Residential Limited Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.11.2 In no event shall any Residential Unit Owner impair, restrict or impede the use of the Common Elements by any other Unit Owner(s) (including, without limitation, the Non-Residential Unit Owners) or anyone claiming by, through or under any other Unit Owner(s), including, but not limited to, the tenants and occupants of the Non-Residential Units and their respective licensees or invitees.

6.11.3 Notwithstanding the foregoing subsections of this Section:

(a) the owner or owners of any one or more Residential Units, which Residential Unit or Units are the only Residential Unit or Units serviced or benefited by any Residential Limited Common Element adjacent or appurtenant thereto (for example, that portion at the end of any hallway which is directly adjacent to any such Residential Units located on opposite sides of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements shall, to the extent permitted by applicable Law and subject to the consent of the Residential Board (which consent may be granted or withheld in the Residential Board's sole discretion and shall not be required if such Residential Unit Owner or Owners shall be Declarant or Residential Sponsor or such Units shall be Unsold Residential Units), have the exclusive right to use that portion of the Residential Limited Common Elements as if it were a part of such Residential Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made by reason thereof; provided, however that, notwithstanding the provisions of Section 6.1 hereof, such Residential Unit Owner or Owners, at their sole cost and expense: (a) shall be responsible for the operation, maintenance and repair of that portion of the Residential Limited Common Elements for so long as such Residential Unit Owner or Owners exercise such exclusive right of use; and (b) shall restore that portion of the Residential Limited Common Elements to its original condition, reasonable wear and tear excepted, after such Residential Unit Owner or Owners cease to exercise such exclusive right of use; and

(b) Residential Sponsor or any owner of Unsold Residential Units shall have the right, until the tenth anniversary of the First Residential Closing, to use portions of the Residential Section, without charge, for exhibitions or other promotional functions with respect to a sales program in respect of such Unsold Residential Units or otherwise.

6.11.4 Notwithstanding the foregoing, elevator landings which serve fewer than three Residential Units may be decorated and/or furnished by the adjoining Residential Unit Owners as they desire, at their expense, provided that each such Residential Unit Owner consents

in writing thereto, and the Residential Board gives its written consent to such decoration and/or furnishing, which consent of the Residential Board may granted or withheld in such board's sole discretion. After an elevator landing is decorated and/or furnished by the Residential Unit Owners serviced by the same, the owners of such Residential Units, and not the Residential Board, will be responsible for keeping the decor and furnishings in a first class condition and state of repair and performing, at their joint expense, all repairs and maintenance necessary or desirable in order to accomplish the same.

6.12 General Provisions as to Use.

6.12.1 No nuisance shall be allowed in the Residential Section nor shall any use or practices be allowed in the Residential Section which interfere with the peaceful possession or proper use thereof by its occupants. No unlawful use shall be made of the Residential Section or any portion thereof. All Laws relating to any portion of the Residential Section shall be complied with at the sole expense of whichever of the Unit Owners or the Residential Board or the Condominium Board shall have the obligation to maintain or repair such portion. In no event may all or any portion of the Residential Section be used for any pornographic purpose or as an adult book, video or paraphernalia store, peep show or adult entertainment facility.

6.12.2 The Residential Board may, in its discretion, grant permission for the use of a Residential Unit for a use other than its original intended use, provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy for such Unit, the Declaration, these Residential By-Laws or the Condominium By-Laws, and the Residential Unit Owner thereof complies with all applicable Laws.

6.12.3 Declarant and/or Residential Sponsor, without the permission of the Residential Board, may: (a) use or grant permission for the use of any Unsold Unit for any purpose, provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy for such Residential Unit and the user of such Residential Unit complies with all applicable Laws; (b) use any one or more Unsold Residential Units as sales and/or leasing offices in connection with the sale or rental of the Residential Units or for any other purpose, subject only to compliance with applicable Laws; and (c) lease Unsold Residential Units to any party(ies).

6.13 Right of Access.

6.13.1 Each Residential Unit Owner grants a right of access to its Residential Unit to the Residential Board and the Condominium Board, the managing agents, superintendents and/or any other person authorized by any of the foregoing, for the purposes, among others, of: making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property; curing defaults hereunder or under the Declaration, the Condominium By-Laws, the Residential Rules and Regulations or the General Rules and Regulations, if any, by such Residential Unit Owner or correcting any conditions originating in its Residential Unit and having a reasonable likelihood of causing damage to another Unit or all or any part of the Common Elements; performing maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical services or other portions of the Common Elements within its Residential Unit or

elsewhere in the Building; reading, maintaining or replacing utility meters relating to the Common Elements, its Residential Unit or any other Unit in the Building; or correcting any condition which violates the provisions of any Permitted Mortgage covering another Unit; provided that (a) requests for entry to any Residential Unit are made not less than one (1) day in advance, and (b) any such right shall be exercised in such a manner as will not unreasonably interfere with the use of the Residential Units for their permitted purposes. In case of an "emergency", as defined in subsection 6.6.4, such right of entry shall be immediate, without advance notice, whether or not the Residential Unit Owner or tenant or occupant is present.

6.13.2 Each Residential Unit Owner grants a right of access to its Residential Unit and any Residential Limited Common Elements appurtenant thereto, and the Residential Board grant rights of access to the Residential Limited Common Elements to Declarant and Residential Sponsor, and their contractors, subcontractors, agents and employees, for the purpose of complying with and fulfilling each such party's obligations as set forth in the Residential Offering Plan and other documents relating to the construction, development and operation of the Property, provided that access thereto shall be exercised by such party, with respect to any Residential Unit or appurtenant Residential Limited Common Element, in such a manner as will not unreasonably interfere with the use of such Residential Unit and/or Residential Limited Common Element for its or their permitted purposes.

6.14 Residential Rules and Regulations. Annexed hereto as Exhibit A and made a part hereof are rules and regulations (the "Residential Rules and Regulations") concerning the use of the Residential Units and the Residential Limited Common Elements. The Residential Board may from time to time modify, amend or add to such Residential Rules and Regulations, except that: (x) a majority vote (by Common Interest) of Residential Unit Owners may overrule the Residential Board with respect to any such modifications, amendments or additions; and (y) no adoption, modification, amendment or addition affecting Declarant or Residential Sponsor or the Unsold Residential Units may be made unless agreed to, in writing, by Declarant and/or Residential Sponsor, or by all the owners of such Unsold Residential Units who are affected by such adoption, modification, amendment or addition, as the case may be. Copies of any newly adopted Residential Rules and Regulations, or any modifications, amendments or additions thereto shall be furnished by the Residential Board to each Residential Unit Owner not less than thirty (30) days prior to the effective date thereof.

6.15 Real Estate Taxes, Water Charges and Sewer Rents.

6.15.1 Water and sewer services for the Residential Section shall be supplied by the City of New York or other utilities servicing the Property. Unless and until water charges and sewer rents are billed directly to Residential Unit Owners by the proper authority, the Residential Board shall promptly pay such charges, together with all related sewer rents arising therefrom, and allocated as a Residential Common Expense among the Unit Owners, or the Residential Unit Owners, as applicable, as reasonably determined by the Residential Board, based on Common Interests, and the Residential Unit Owners shall be required to reimburse the Residential Board, as a Residential Common Charge, for their share of such charges and rents.

6.15.2 Until the Units are separately assessed and billed for real estate tax purposes, the Condominium Board will pay all real estate taxes with respect to the Property to

the Department of Finance of The City of New York (or directly to Declarant if Declarant has paid such taxes) and allocate the cost thereof among the Non-Residential Units and the Residential Section in the manner provided in the Condominium By-Laws. The Residential Board shall, no later than the later to occur of (x) 15 days after receipt of notice of such allocated amount from the Condominium Board or (y) 30 days prior to the date such taxes are due to The City of New York, pro-rate the share of the Property's real estate taxes so allocated to the Residential Section among the individual Residential Units on the basis of the ratio that the initial offering price for each Residential Unit set forth in Schedule A to the Residential Offering Plan bears to the total initial offering prices of all Residential Units set forth in such Schedule A, and give notice to each Residential Unit Owner of the amount payable by such Unit Owner. Each Residential Unit Owner will then, no later than the later to occur of (i) 15 days after receipt of notice of such pro-rated amount from the Residential Board or (ii) 15 days prior to the date such taxes are due to The City of New York, pay to the Residential Board its pro-rated share, which amount shall for all purposes constitute part of the Residential Common Charges payable by such Unit Owner, and the Residential Board will forward all such amounts, plus any additional amount necessary so that the total shall equal the total amount allocated the Residential Section, to the Condominium Board no later than 5 business days prior to the date such taxes are due to The City of New York. A Residential Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from, the non-payment of real estate taxes assessed against any other Units.

6.15.3 The Residential Board shall commence, pursue, compromise and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to any or all of the Residential Units on behalf of and as agent for the respective Residential Unit Owners thereof; but only with respect to such Residential Units as to which the respective Unit Owners thereof have, in writing requested and authorized the Residential Board to do so, and indemnified the Residential Board from and against all claims, costs and expenses (including, without limitation, attorneys' fees) resulting from such proceedings. All Residential Unit Owners making such request to the Residential Board will share the costs in connection therewith in proportion to the benefits derived therefrom by such Residential Unit Owners. In the event any Residential Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Residential Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Residential Unit Owner in pursuing, such reduction, provided that such Residential Unit Owner indemnifies the Residential Board from all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings.

6.16 Electricity. Electricity for each Residential Unit shall be supplied through separate electric meters. Each Residential Unit Owner shall be required to pay bills for electricity consumed or used in its Residential Unit directly to the Residential Board. Consumption with respect to the Residential Limited Common Elements will be determined by a separate meter and allocated by the Residential Board among the Residential Units or the Storage Units, as applicable, on the basis of percentage of Common Interest.

6.17 Gas. The gas for the Residential Section will be paid by the Residential Board. The charges for any other gas utilized at the Residential Section shall be paid by the Residential

Board as a Residential Common Expense and allocated among the Residential Units on the basis of percentage of Common Interests.

6.18 Steam. Steam for the Residential Section shall be purchased by the Residential Board from Con Edison in bulk. The charges for any steam utilized at the Residential Section shall be paid by the Residential Board as a Residential Common Expense and allocated to the Residential Units on the basis of percentage of Common Interests.

6.19 Dispute as to Utilities Charges. In the event that there is a dispute as to the accuracy of assessing the charges for a utility upon the basis of usage, and the disputing Residential Unit Owners and/or the Residential Board fail to agree on a manner to accurately allocate such costs, the matter shall be determined by Arbitration.

6.20 Remedies for Violations of By-Laws or Rules and Regulations.

6.20.1 The violation by any Residential Unit Owner of any of the Residential Rules and Regulations (or the General Rules and Regulations, if any) or the breach of any of these Residential By-Laws or the Condominium By-Laws, or the breach of any provision of the Declaration, shall give the Residential Board, in addition to any other rights set forth in these Residential By-Laws, the Condominium By-Laws or the Declaration, the right: (i) to enter any Residential Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Residential Unit Owner, any structure, thing or condition resulting in such violation or breach, provided that the Residential Unit Owner is given reasonable notice (which may be by telephone or telecopier) that such violation or breach exists and, as the case may be, that abatement, removal, repairs, replacements or alterations are necessary, and such entry and cure shall not constitute or give rise to any guilt or liable in any matter of trespass, and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach, provided that the Residential Unit Owner is given reasonable notice (which may be by telephone or telecopier) that such violation exists and that repairs, replacements or alterations are necessary, and/or (iii) to have its costs and expenses by reason of such breach or violation repaid to it, and/or (iv) if the party seeking to remedy a breach is the Residential Board, to levy such fines and penalties as the Residential Board may deem appropriate, and the Residential Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Residential Common Charges.

6.20.2 The violation or breach of any of the provisions of these Residential By-Laws, the Condominium By-Laws, the Residential Rules and Regulations, the General Rules and Regulations, if any, or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant and/or Residential Sponsor shall give to such parties the right, in addition to any other rights set forth in these Residential By-Laws, the Condominium By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

6.21 Utility Costs Payable as Residential Common Charges. All amounts payable to the Residential Board by the Residential Unit Owners in respect of utilities shall be considered

and payable as Residential Common Charges and subject to, among other things, the Residential Board's lien for unpaid Residential Common Charges.

ARTICLE 7

MORTGAGES

7.1 Notice to Residential Board. Each Residential Unit Owner shall have the right to mortgage its Unit, subject only to the terms and conditions set forth in this Article 7. A Residential Unit Owner which mortgages its Unit shall notify the Residential Board of the name and address of the mortgagee, file a conformed copy of the note and mortgage with the Residential Board and, prior to making such mortgage, satisfy all unpaid liens against its Unit other than Permitted Mortgages. A Residential Unit Owner who satisfies a mortgage covering its Unit shall so notify the Residential Board and shall file a conformed copy of the satisfaction of mortgage with the Residential Board.

7.2 Notice to Mortgagees of Default and Unpaid Residential Common Charges. Whenever so requested in writing by a Permitted Mortgagee of a Residential Unit, the Residential Board shall promptly report to such Permitted Mortgagee any default in the payment of Residential Common Charges or any other default by the Residential Unit Owner of such Unit under any of the provisions of the Declaration, these Residential By-Laws or the Condominium By-Laws which, to the Residential Board's knowledge, may then exist and respecting which notice has been given to the Unit Owner by the Residential Board. The Residential Board, when giving notice to a Residential Unit Owner of any such default, shall also send a copy of such notice to any Permitted Mortgagee thereof, if so requested in writing by such Permitted Mortgagee; however, the Residential Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of such default by its mortgagor, provided that the Residential Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure.

7.3 Performance by Permitted Mortgagees. The Residential Board shall accept payment of any sum of money or performance of any act by any Permitted Mortgagee of a Residential Unit Owner required to be paid or performed by such Residential Unit Owner pursuant to the provisions of the Declaration, these Residential By-Laws, the Condominium By-Laws, the Residential Rules and Regulations or the General Rules and Regulations, if any, with the same force and effect as though paid or performed by such Residential Unit Owner.

7.4 Examination of Books. Each Residential Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Residential Section upon reasonable prior notice, at reasonable times on business days, but not more frequently than once a month.

7.5 Representatives of Residential Mortgagees.

7.5.1 The holders of Institutional Mortgages constituting a majority of the outstanding principal amount of all Institutional Mortgages encumbering the Residential Units may, at their election, designate in writing to the Residential Board one or more (but not more than three) representatives ("Residential Mortgagee Representatives"), which Residential

Mortgagee Representatives shall be empowered to act on behalf of all holders of Institutional Mortgages encumbering the Residential Units with respect to any matter requiring their consent or approval under the Declaration, these Residential By-Laws or as applicable the Condominium By-Laws. If any of the Residential Mortgagee Representatives are so designated and notice thereof is given to the Residential Board, the act of any such Representative (or a majority of such Representatives, if more than one is so designated) shall be deemed binding upon the holders of all Permitted Mortgages encumbering the Residential Units. As used herein, the term "Institutional Mortgage" means any first mortgage covering a Residential Unit or Units, (a) which is a Permitted Mortgage or a mortgage encumbering a Residential Unit then owned by Residential Sponsor or their respective designees, and (b) the initial holder of which is (i) Declarant, Residential Sponsor or their respective designees (ii) a savings bank, savings and loan association, bank, trust company, insurance company, real estate investment trust or mortgage trust, or (iii) a Federal, state, municipal, teacher's union, corporate employee, welfare, pension or retirement fund or system.

7.5.2 Any designation of a Residential Mortgagee Representative shall remain effective until a subsequent designation is made pursuant to the provisions hereof and notice of such subsequent designation is given to the Residential Board.

7.6 Consent of Mortgagees. Except as otherwise expressly provided for herein, in the Condominium By-Laws or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Residential Board or any Residential Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against its mortgagor.

ARTICLE 8

SELLING, LEASING AND MORTGAGING OF RESIDENTIAL UNITS

8.1 Sales and Leases of Residential Units. No Residential Unit Owner (other than Residential Sponsor or its designee or the owner of any Unsold Unit(s)) may sell or lease its Unit except in compliance with the provisions of this Article 8. Subject to the terms of Section 8.7 hereof, each Residential Unit Owner may sell its Unit, or lease its Unit for periods of one (1) year or more only (or for such other period of time as may be determined by the Residential Unit Owners pursuant to an amendment of this provision in accordance with Section 13.1).

8.1.1 (a) Subject to the terms of Section 8.8, any contract to sell a Residential Unit, together with its appurtenant Common Interest, or any lease of a Residential Unit (collectively, the "Sale Agreement or Lease") shall contain the following provision: "This Agreement, and the rights and obligations of the parties hereunder, are hereby expressly subject to the right of first refusal of the Residential Board of The Plaza Condominium in respect of the transaction described herein, pursuant to the terms of Article 8 of the Residential By-Laws of The Plaza Condominium." (The Residential Unit Owner who has entered into a Sale Agreement or Lease is herein referred to as the "Offeree Unit Owner" and the prospective purchaser or tenant is herein referred to as the "Outside Offeror.")

(b) Promptly after a Sale Agreement or Lease has been fully executed, the Offeree Unit Owner shall send written notice thereof to the Residential Board, by certified or registered mail, return receipt requested, or by reputable courier providing overnight delivery; such notice shall be accompanied by a fully completed application package, which the Offeree Unit Owner shall obtain from the managing agent of the Residential Section, together with a fully executed duplicate original of the Sale Agreement or Lease and any and all related agreements, containing all of the terms offered in good faith by the Outside Offeror. The giving of such notice to the Residential Board shall constitute an offer by the Offeree Unit Owner to sell its Residential Unit, together with its appurtenant Common Interest, or to lease its Residential Unit, as the case may be, to the Residential Board, or its designee (corporate or otherwise), on behalf of all Residential Unit Owners, upon the same terms and conditions as contained in such Sale Agreement or Lease, and shall also constitute a representation and warranty by the Offeree Unit Owner to the Residential Board, on behalf of all Residential Owners, that such Sale Agreement or Lease is bona fide in all respects and contains the complete terms of the transaction. The Offeree Unit Owner shall promptly submit in writing such further information with respect thereto as the Residential Board may reasonably request. The Residential Board may, by sending written notice, by certified or registered mail, return receipt requested, or by reputable courier providing overnight delivery, to such Offeree Unit Owner not later than twenty (20) days after receipt of such notice, or if further information has been requested, then not later than twenty (20) days after receipt thereof, elect to purchase such Residential Unit, together with its appurtenant Common Interest, or elect to lease such Residential Unit, as the case may be (or to cause the same to be purchased or leased by its designee), on behalf of all Residential Owners, upon the same terms and conditions as contained in the Sale Agreement or Lease, as such terms and conditions may be modified or supplemented by any additional information provided by and as stated in and supplemented or amended by the Offeree Unit Owner's response(s) to requests by the Residential Board for further information, as provided for above.

8.1.2 If the Residential Board shall timely elect to purchase such Residential Unit, together with its appurtenant Common Interest, or to lease such Residential Unit, as the case may be, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed at the office of the attorneys for the Residential Board, in accordance with the terms of the Sale Agreement or Lease, within sixty (60) days after the giving of notice by the Residential Board of its election to accept such offer. However, if the closing date of the purchase or the commencement date of the term of the lease, as the case may be, set forth in the Sale Agreement or Lease shall be later than sixty (60) days after the giving of notice by the Residential Board of its election to accept the aforesaid offer, the Residential Board shall be required to perform or cause to be performed all of the terms of the Sale Agreement or Lease to be performed by the Outside Offeror (except as otherwise expressly set forth in this Article 8), including, but not limited to, payment of a down payment or advance rentals and security deposits, or closing of title or acceptance of occupancy, as the case may be, and such closing of title or the commencement of the term of the Lease shall be on the date set forth in the Sale Agreement or Lease as the intended closing date or commencement date, as the case may be. If, pursuant to such Sale Agreement or Lease, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, in the case of a sale, the Residential Board may purchase the Residential Unit and assume or take title to the Residential Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Residential Unit (together with its appurtenant Common

Interest) is to be sold, shall convey the same to the Residential Board, or its designee, on behalf of all Residential Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York. Real estate taxes (including water charges and sewer rents, if separately assessed), mortgage interest, if applicable, Residential Common Charges and rent, if applicable, shall be apportioned between the Offeree Unit Owner and the Residential Board, or its designee, as of the closing date. In the event such Residential Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Residential Board, or its designee, a lease between the Offeree Unit Owner, as landlord, and the Residential Board, or its designee, as tenant, covering such Residential Unit, for the rental and term contained in the Lease.

8.1.3 In the event the Residential Board or its designee shall fail to accept such offer within twenty (20) days after receipt of notice and all other documents and information to be provided under this Article 8 (including any additional information requested by the Residential Board as provided in Section 8.1.1(b) above), or waives such election in writing within such 20-day period, the Offeree Unit Owner shall have an additional sixty (60) days after the earlier of the expiration of such 20-day period or waiver in writing by the Residential Board, as the case may be (or such later date for closing or occupancy provided in the Sale Agreement or Lease, as applicable) to consummate the transaction set forth in the Sale Agreement or Lease. In the event the Offeree Unit Owner shall not, within such 60-day period (or such later date for closing or occupancy provided in the Sale Agreement or Lease, as applicable), so consummate the transaction, or should the terms of the Sale Agreement or Lease be amended or modified in any way (whether orally, in writing or by a side agreement) to be on terms less favorable to the Offeree Unit Owner, then the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 8.1.

8.1.4 Any deed to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the provisions of the Declaration, the Condominium By-Laws, these Residential By-Laws, the Residential Rules and Regulations and the General Rules and Regulations, if any, in each case as the same may be amended from time to time, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

8.1.5 Any Lease to an Outside Offeror shall be consistent with these Residential By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Residential Board, that the tenant shall not assign its interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Residential Board and that the Residential Board shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of: (i) a default by the tenant in the performance of its obligations under such lease or a default by or caused by such tenant under any of the provisions of these Residential By-Laws or the Condominium By-Laws; or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York, the Declaration, these Residential By-Laws, the Condominium By-Laws or otherwise. Such lease shall also provide that it is and shall be subject and subordinate to the Declaration, these Residential By-Laws, the Condominium By-Laws, the Residential Rules and Regulations and the General Rules and Regulations.

8.1.6 Except as hereinbefore set forth, the form and substance of any such lease executed by the Residential Board or an Outside Offeror shall be the then current form of lease approved by the Residential Board (as the same may be changed from time to time). Any lease executed by the Residential Board as tenant shall provide that the Residential Board may enter into a sublease of the demised premises without the consent of the landlord and without paying to the landlord any portion of the rent received from the subtenant.

8.1.7 If a Residential Unit Owner is a corporation, any sale, assignment, transfer or other disposition of any of its stock, or if a Residential Unit Owner is a partnership, limited liability company or other entity, any sale, assignment, transfer or other disposition of any interest in such partnership, company or other entity, in each case, other than through any recognized national securities exchange or "over-the-counter" market, which results in a change in the majority beneficial or legal ownership of such entity, shall also subject the Residential Unit owned by such entity to the requirement that the Residential Unit first be offered to the Residential Board, as described in this Section 8.1.

8.1.8 Any purported sale or lease of a Residential Unit in violation of this Section 8.1 shall be voidable at the election of the Residential Board and if the Residential Board shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Residential Board to institute legal proceedings to eject or evict the purported purchaser or tenant, as the case may be, in the name of said Residential Unit Owner as the purported seller or landlord, as the case may be. Said Residential Unit Owner shall reimburse the Residential Board for all expenses (including attorneys' fees and expenses) incurred in connection with such proceedings, promptly upon demand therefor. In no event shall any purported sale or lease of a Residential Unit in violation of this Section 8.1 release the Residential Unit Owner which is the purported seller or lessor, as the case may be, from any of its obligations under the Declaration, the Condominium By-Laws, these Residential By-Laws, whether or not such sale or lease is voided by the Residential Board.

8.2 Consent of Residential Unit Owners to Purchase or Lease of Units by Residential Board. Subject to the terms of these Residential By-Laws, the Residential Board may exercise or waive any option hereinabove set forth to purchase or lease any Residential Unit without the prior approval of the Residential Unit Owners.

8.3 No Severance of Ownership. No Residential Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its Residential Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant Common Interest of any Residential Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Residential Units. Nothing in this Section 8.3 shall prohibit the lease of any Residential Unit without the simultaneous lease of its appurtenant Common Interest.

8.4 Release by Residential Board of Right of First Refusal. The right of first refusal contained in Section 8.1 may be released or waived by the Residential Board only in the manner provided in Section 8.5. In the event the Residential Board shall release or waive its right of first refusal as to any Residential Unit, such Residential Unit, together with its appurtenant Common Interest, may be sold, conveyed or leased in accordance with the Sale Agreement or Lease and the other information supplied by the Offeree Unit Owner to the Residential Board pursuant to Section 8.1 hereof, subject to the provisions of subsection 8.1.3. The Residential Board may establish reasonable fees for the consideration of any right of first refusal, which fees shall be payable by the selling or leasing Residential Unit Owner (but not Declarant or Residential Sponsor), as the case may be.

8.5 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary or any other officer of the Residential Section stating that the provisions of 8.1 have been satisfied by a Residential Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Residential Board and that, as a result thereof, the rights of the Residential Board thereunder have terminated, shall be conclusive upon the Residential Board and the Residential Unit Owners in favor of all persons who rely on such certificate in good faith.

8.6 Financing of Purchase, or Refinancing, of Residential Units by Residential Board. The purchase of any Residential Unit, together with its appurtenant Common Interest, by the Residential Board or its designee, on behalf of all Residential Unit Owners, may, at the option of the Residential Board, be made from the funds deposited in the capital and/or expense accounts of the Residential Board by or on behalf of Residential Unit Owners. The Residential Board may levy an assessment against each Residential Unit Owner, in proportion to its respective Common Interest, as an additional Residential Common Charge, and/or the Residential Board, in its discretion, may finance the acquisition of such Residential Unit and subsequently refinance such Unit or refinance any loan secured by or relating to the Residential Section's superintendent's residence or such other Residential Unit (on such terms and in such amount(s) as the Residential Board determines); provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Residential Section (except to the extent permitted by Law) other than the Residential Unit or other property to be purchased or refinanced, as the case may be, together with its appurtenant Common Interest, as applicable.

8.7 Exceptions. In addition to any other exceptions hereinbefore set forth, the provisions of Section 8.1 shall not apply to the sale, lease or conveyance of any Unit, together with its appurtenant Common Interest, or in the case of a Residential Unit Owner which is a corporation, partnership, limited liability company or other entity, the sale, lease or conveyance of an interest in such Residential Unit Owner, in each case: (a) to an affiliate or one or more family members (and for purposes of this Section 8.7, an "affiliate" is defined as a person or entity that owns 50% or more of the legal and beneficial interest of such Unit Owner or owner of an interest in a Unit Owner, as the case may be, or an entity with respect to which such Unit Owner or owner of an interest in a Unit Owner owns 50% or more of the legal and beneficial interest, and "family member" is defined as a spouse, domestic partner, adult child, parent or adult sibling, or a trust for the benefit of any one or more of the foregoing and/or one or more minor children of any of the foregoing.); (b) Residential Sponsor or its designee with respect to Unsold Residential Units; (c) the Residential Board; (d) any proper officer conducting the sale of

a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or (e) a Permitted Mortgagee or its nominee, who has acquired title to any Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu of such foreclosure delivered in a bona fide transaction; provided, however, that each succeeding Unit Owner thereof shall be bound by, and its Unit shall be subject to, all of the provisions of this Article 8. In addition, the provisions of Section 8.1 shall not apply to any lease, sale or conveyance of a Residential Unit to a Permitted Mortgagee or a purchaser at a foreclosure sale of a Permitted Mortgage in connection with a foreclosure or sale in lieu of same.

8.8 Gifts and Devises, etc. Any Residential Unit Owner shall be free to convey or transfer his or her Residential Unit by gift, or may devise his or her Residential Unit by will, or have his or her Residential Unit pass by intestacy, without complying with the provisions of 8.1, provided, however, that each succeeding Residential Unit Owner shall be bound by, and his or her Residential Unit shall be subject to, the provisions of this Article 8.

8.9 Payment of Assessments. No Residential Unit Owner shall be permitted to sell, convey, mortgage, pledge, hypothecate or lease its Residential Unit unless and until it shall have paid in full to the Residential Board all unpaid Residential Common Charges and other amounts required by the Residential Board to be paid and theretofore assessed against such Residential Unit and until such Residential Unit Owner shall have satisfied all unpaid liens against their Units, other than Permitted Mortgages. Residential Unit Owners shall notify the Managing Agent at least five (5) business days prior to the closing of any of the aforementioned transactions for confirmation of any unpaid amounts. The provisions of this Section 8.9 shall not apply to Residential Sponsor or its designee or other owner of Unsold Residential Units.

8.10 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Residential Unit Owners as Tenants-in-Common. In the event that any Unit shall be acquired by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit and the entire Property as herein provided.

8.11 Mortgage of Residential Units. Subject to Article 7 and Section 8.9, each Residential Unit Owner shall have the right to mortgage its Unit without restriction.

8.12 Storage Bins.

(a) Each Storage Bin shall be used only for storage purposes, in compliance with all applicable Law. No articles or materials which pose a threat to the health or safety of the Unit Owners of the Building, or that cause noxious odors, dirt or other sanitary problems or otherwise create a nuisance, shall be permitted to be brought into or stored in any storage bin. Except with respect to Declarant or Residential Sponsor, no Storage Bin may be licensed independently of the ownership of a Unit.

(b) The Residential Board has the authority to promulgate additional rules regarding the use of and access to the Storage Bins and the procedures for assigning such Storage Bin Licenses. If the Residential Board terminates a Storage Bin License or a Residential Unit Owner surrenders a Storage Bin License without assigning such license to another

Residential Unit Owner, the Residential Board shall have the right to issue a new Storage Bin License for the corresponding Storage Bin upon terms and conditions determined in its sole discretion.

(c) Notwithstanding anything to the contrary contained in this Section 8.12, Residential Sponsor may, without the consent of any Board, Unit Owner or other Person, use any Storage Bin which are not subject to license to a third-party for any purpose, provided such use is permitted by all applicable Laws.

(d) No Residential Unit Owner shall be permitted to assign or convey a Storage Bin License to anyone other than a Residential Unit Owner. Such licenses may be assigned by a Residential Unit Owner at any time (and not subject to any right of first refusal by the Residential Board) provided the assignee (i) is a Residential Unit Owner; (ii) assumes the obligations under the Storage Bin License; (iii) notification of the assignment is promptly delivered to the Residential Board in compliance with its requirements; and (iv) all license fees, special assessments and other obligations due to the Residential Board have been paid in full.

(e) Holders of Storage Bin Licenses will be required to pay a license fee to the Residential Board in an amount equal to $1 per month per square foot as shall be reflected on the Floor Plans of such Storage Bin, which amount shall, following the fifth anniversary of the First Residential Closing, be subject to biannual increases based upon the CPI Increase Factor. The Storage Bin License fee shall be payable as and be deemed to be a part of the Residential Common Charges.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Residential Limited Common Elements, then, subject to the provisions set forth below and any applicable provisions of the Declaration and the Condominium By-Laws, the Residential Board will arrange for the prompt repair and restoration of the part of the Residential Limited Common Elements affected by such taking. The award made for any such taking shall be payable to the Residential Board; provided, however, that if any such award exceeds $2,500,000, such award shall be payable to the Insurance Trustee (as defined in Section 12.7 hereof) and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed, the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be borne or shared, as the case may be, by the Residential Unit Owners pro rata in accordance with their respective Common Interests; provided, that the amount of any surplus payable to any Unit Owner shall be lessened by such amounts as may be necessary to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of the priority of such liens. Notwithstanding any provisions contained herein to the contrary, if seventy-five (75%) percent or more of the Residential Limited Common Elements are so taken, subject to any applicable provisions of the Declaration and Condominium By-Laws, such repairs or restorations shall not be made unless seventy-five (75%) percent or more of all Residential Unit Owners (and Declarant and/or Residential Sponsor or their designees, if they

shall then own any Residential Units), both in number and in aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Residential Unit Owners shall so resolve, the repairs and restoration shall be performed as set forth above. Conversely, in the event that a sufficient number of Residential Unit Owners shall either fail or refuse to so resolve, subject to any applicable provisions of the Declaration and Condominium By-Laws, the repairs and restoration shall not be performed and the Residential Section shall be subject to an action for partition by any Residential Unit Owner or lienor, as if owned in common, in which event the net proceeds of the sale, and net proceeds of any applicable condemnation awards shall be divided among all Residential 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 its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in this Article 9, the words "promptly resolve" shall mean not more than 60 days after the date notice is given of such taking unless a longer period is provided for under the applicable provisions of the Declaration and Condominium By-Laws. Any dispute between the Residential Board and a Residential Unit Owner under this Article 9 shall be settled by Arbitration.

ARTICLE 10

RECORDS AND AUDITS

10.1 Records. The Residential Board, or the managing agent therefor, shall keep detailed records of the actions of the Residential Board, minutes of the meetings of the Residential Board, minutes of the meetings of the Residential Unit Owners, and financial records and books of account with respect to the activities of the Residential Board, including a listing of all receipts and expenditures. In addition, the Residential Board shall keep a separate account for each Residential Unit which, among other things, shall contain the amount of each assessment of Residential Common Charges and other amounts required by the Residential Board to be paid in respect of each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures, prepared and certified by an independent certified public accountant or an independent certified public accounting firm, shall be submitted by the Residential Board to all Residential Unit Owners (and to all Permitted Mortgagees of Residential Units who have requested the same in writing). The cost of such report submitted by the Residential Board shall be paid by the Residential Unit Owners as a Residential Common Expense.

10.3 Availability of Documents. Copies of the Declaration, these Residential By-Laws, the Condominium By-Laws, the Residential Rules and Regulations, the General Rules and Regulations, if any, and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Residential Board and shall be available for inspection by Residential Unit Owners and their authorized agents during reasonable business hours and upon reasonable prior notice.

ARTICLE 11

ARBITRATION

11.1 General Procedure. Except as may otherwise be expressly provided in these Residential By-Laws, the Condominium By-Laws or the Declaration, any Arbitration provided for in these Residential By-Laws ("Arbitration") shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereto, in accordance with its rules then in effect; the decision rendered in such Arbitration shall be binding upon the parties and may be entered in any court having jurisdiction; provided that, in the case of Arbitration of issues arising under Sections 6.4 and 6.5, any arbitrator shall be a real estate professional, having ten (10) or more years experience in the field of Manhattan residential real property. Notwithstanding the foregoing, any Arbitration held pursuant to these Residential By-Laws with respect to a dispute which arose prior to the First Annual Residential Meeting shall be non-binding. In the event that the American Arbitration Association shall not then be in existence and has no successor, any Arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after his or her appointment.

11.2 Costs and Expenses. The fees, costs and expenses of the arbitrator shall be borne by the losing party in the Arbitration or, if the position of neither party to a dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the parties to the dispute. Each disputant shall also bear the fees and expenses of its counsel and expert witnesses. Subject to the foregoing, all costs and expenses paid or incurred by the Residential Board in connection with any Arbitration held hereunder (including, without limitation, the fees and expenses of counsel and expert witnesses) shall constitute Residential Common Expenses.

11.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to Arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 11.1 with respect to the Arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 12

MISCELLANEOUS

12.1 Consents. Wherever the consent, approval or satisfaction of Declarant or Residential Sponsor or its designee is required under these Residential By-Laws, such consent, approval or satisfaction shall not be required when there are no remaining Unsold Residential Units, the Building has been fully completed, a permanent certificate of occupancy therefor has been issued and neither Declarant nor Residential Sponsor has any remaining obligations under the Residential Offering Plan or otherwise.

12.2 Waiver. No provision contained in these Residential By-Laws or the Residential Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

12.3 Captions. The index hereof and captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Residential By-Laws nor the intent of any provision hereof.

12.4 Conflict. In the event of any conflict between the provisions of these Residential By-Laws or the Residential Rules and Regulations, and those of the Condominium By-Laws, the provisions of the Condominium By-Laws shall control. In the event of any conflict between the provisions of these Residential By-Laws or the Residential Rules and Regulations, and those of the Declaration, the provisions of the Declaration shall control.

12.5 Certain References.

12.5.1 A reference in these Residential By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

12.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these Residential By-Laws refer to these Residential By-Laws in their entirety and not to the particular provision in which the terms are used.

12.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, subparagraphs or other provisions are references to Articles, Sections or other provisions of these Residential By-Laws.

12.5.4 Unless otherwise expressly stated herein to the contrary, all references herein to dollar amounts shall be adjusted from time to time, after the date the Declaration is entered into, to reflect any increase in the cost of living, as reflected by an increase in the CPI Increase Factor. The term "CPI Increase Factor" as used herein shall mean an increase proportionate to any increase in the cost of living from and after January 1, 2006, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Condominium Board.

12.6 Severability. Subject to the provisions of the Declaration, if any provision of these Residential By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these Residential By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these Residential By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

12.7 Insurance Trustee. The Insurance Trustee shall be a bank or trust company having an office located in the City of New York, designated by the Residential Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or is replaced by the Residential Board, the Residential Board shall appoint a new Insurance Trustee which shall be a commercial bank or trust company having an office located in the City of New York and having a capital surplus and undivided profits of $500,000,000 or more, subject to increase by the CPI Increase Factor. The Residential Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Residential Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York.

12.8 Successors and Assigns. The rights and obligations of the Declarant and/or Residential Sponsor with respect to the Unsold Residential Units as set forth herein shall inure to the benefit of, and be binding upon, any successor or assign of the Declarant and Residential Sponsor or, with the consent of the Declarant and/or Residential Sponsor, any transferee of two or more of the then Unsold Residential Units. Subject to the foregoing, the Declarant and Residential Sponsor (or its designee or other holder of Unsold Residential Units) shall each have the right, at any time, in its sole discretion, to assign or otherwise transfer its interests in the Condominium, whether by merger, consolidation, lease, assignment or otherwise.

12.9 Covenant of Further Assurances.

12.9.1 Any party which is subject to the terms of these Residential By-Laws, whether such party is a Residential Unit Owner, a lessee or sublessee of a Residential Unit Owner, an occupant of a Unit, a member or officer of the Residential Board, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, to effectuate the provisions of these Residential By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12.9.2 If any Residential Unit Owner or any other party which is subject to the terms of these Residential By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which such Residential Unit Owner or other party is required to perform pursuant to these Residential By-Laws, then the Residential Board or other party is hereby authorized, as attorney-in-fact, coupled with an interest, for such Residential Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Residential Unit Owner or other party, and such instrument or action shall be binding on such Residential Unit Owner or other party, as the case may be.

12.9.3 If any Residential Unit Owner or any other party which is subject to the terms of these Residential By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which such Residential Unit Owner or party is required to perform pursuant to these Residential By-Laws at the request of Declarant or Residential Sponsor, then Declarant or Residential Sponsor, as the case may be, is hereby authorized, as attorney-in-fact, coupled with an interest, for such

Residential Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Residential Unit Owner or other party, and such document or action shall be binding on such Residential Unit Owner or other party.

12.9.4 If the Residential Board fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which the Residential Board is required to perform pursuant to these Residential By-Laws or the Condominium By-Laws at the request of Declarant, Residential Sponsor or its designee, then Declarant, Residential Sponsor or its designee, as the case may be, is hereby authorized, as attorney-in-fact, coupled with an interest, for the Residential Board, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Residential Board, and such document or action shall be binding on the Residential Board.

ARTICLE 13

AMENDMENTS TO RESIDENTIAL BY-LAWS

13.1 Amendments by Residential Unit Owners. Subject to the provisions contained herein, in the Declaration or in the Condominium By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or Residential Sponsor or its designee, or any Unsold Residential Units, any provision of these Residential By-Laws or the Residential Rules and Regulations may be amended, modified, added to or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Residential Unit Owners; provided, however, that the Common Interest appurtenant to each Residential Unit shall not be altered without the written consent of all Residential Unit Owners affected thereby. Subject to the provisions contained herein, in the Declaration or in the Condominium By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or Residential Sponsor, or its designee or any Unsold Residential Units, any such amendment, modification, addition or deletion shall be executed by the Residential Board, as attorney-in-fact, coupled with an interest, for the Residential Unit Owners, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion, which the Residential Board is hereby authorized by such Residential Unit Owners to do as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein, in the Declaration or in the Condominium By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or Residential Sponsor, or its designee or any Unsold Residential Units: (i) no such amendment, modification, addition or deletion shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Residential Mortgagee Representative(s), if any; and (ii) the provisions of Sections 6.9 and 6.10 may not be amended, modified, added to or deleted unless 80% in Common Interest of all Residential Unit Owners affected thereby approve such amendment, modification, addition or deletion in the manner set forth above. Each duly adopted amendment, modification, addition or deletion to these Residential By-Laws shall be effectuated by an instrument recorded in the City Register's Office.

13.2 Amendments Affecting Declarant or Residential Sponsor. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of these Residential By-Laws, the Declaration or the Residential Rules and Regulations shall be

effective in any way against: (a) Declarant or Residential Sponsor, for so long as any of the foregoing is the owner of one or more Residential Units, or any Unsold Unit, unless Declarant or Residential Sponsor, as the case may be, has given its prior written consent thereto; or (b) the holder of any present or future mortgage, pledge or other lien or security interest encumbering any Unsold Unit unless such holder has given its prior written consent thereto.

13.3 Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of Section 6.2.2 or 6.4, Article 7, or clauses (d) and (e) and the second sentence of Section 8.7, shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto.

13.4 Consents of Residential Sponsor. The provisions of this Article 13 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Residential Sponsor or its designee.

EXHIBIT A

RESIDENTIAL RULES AND REGULATIONS
THE PLAZA CONDOMINIUM

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Residential Section shall not be obstructed or used for any purpose by Residential Unit Owners and their invitees other than the respective purposes for which they were intended.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire landings of the Building nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Residential Section.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, lobbies, elevators, vestibules, corridors, stairways or fire landings of or serving the Residential Section.

4. No public hall or public elevator vestibule of the Residential Section (other than on those floors, if any, containing full-floor Residential Units) shall be decorated or furnished by any Residential Unit Owner in any manner, except as otherwise expressly provided in the Residential By-Laws.

5. Each Residential Unit Owner shall keep his or her Unit (and any Residential Limited Common Element appurtenant thereto) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. No window guards or other window decorations shall be used in or about any Residential Unit, unless otherwise required by applicable Laws and as approved by the Residential Board and the Condominium Board, except that to promote a consistent appearance of the Residential Section from the outside, each Residential Unit Owner will be required to install and maintain window treatments having a white-colored backing on the sides facing the windows in its Residential Unit, which window treatments and backings must conform to any specifications (including a new color) established from time to time by the Residential Board.

7. No radio, television or other aerial, satellite dish, disk or similar device shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Residential Section except such as are permitted pursuant to the Declaration, the Condominium By-Laws, the General Rules and Regulations (if any) or the Residential By-Laws or shall have been approved in writing by the Residential Board; nor shall anything be projected from any window of the Residential Section without similar approval.

8. No heat, ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Residential Board; and no "window" air-conditioners of any kind shall be permitted.

9. All radio, television or other electrical or electronic equipment of any kind installed or used in any Residential Unit shall comply with all rules, regulations, requirements and recommendations of the New York Board of Fire Underwriters and governmental or public authorities having jurisdiction, and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical or electronic equipment in such Residential Unit Owner's Residential Unit.

10. No mopeds, motorcycles, scooters or similar motorized vehicles shall be taken into or from the Residential Section. No bicycles shall be allowed in any of the elevators other than the elevators, if any, designated by the Residential Board or the Managing Agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Residential Section.

11. No Residential Unit Owner shall make or permit any disturbing or objectionable noises, odors or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners or their tenants or occupants. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a stereo system, radio or television set or other loudspeaker in such Residential Unit Owner's Unit between 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. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 4:00 P.M., unless such construction or repair work is necessitated by an emergency or is being performed by or on behalf of the owner of any Unsold Residential Units, by Declarant or Residential Sponsor.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Residential Board or the Managing Agent of the Residential Section and such consent, if given, shall be revocable by the Residential Board or such Managing Agent in their sole discretion, at any time, with or without cause. Any pet constituting a nuisance shall be permanently removed from the Building within one (1) week after notice from the Managing Agent of the Residential Section. In no event shall there be maintained in any Residential Unit more than two (2) pets without the consent of the Residential Board, which may be granted or denied in the sole discretion of the Residential Board, nor shall any bird, reptile, or animal be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the Managing Agent of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Residential Section. Each

Residential Unit Owner who keeps (or permits to be kept) any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the Residential Board setting forth such other rules regarding pets as the Residential Board shall deem suitable and indemnifying and holding harmless the Residential Section, the Residential Board, all Residential Unit Owners and the Managing Agent of the Residential Section from all claims and expenses resulting from acts of such pet.

13. Service personnel, messengers and trades people visiting or residing in the Residential Section may be required to use the elevators designated by the Residential Board or the Managing Agent of the Residential Section for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Residential Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Residential Unit owner, guest or tenant. However, a guest or visitor of a Residential Unit Owner may use any of the available elevators freely, if authorized by such Unit Owner.

14. All service and delivery persons will be required to use the service entrance to the Residential Section as may be designated by the Residential Board or the Managing Agent of the Residential Section. All packages, including, without limitation, those containing perishable items, delivered by outside personnel must be delivered to the area therefor designated by the Residential Board or the Managing Agent of the Residential Section. Deliveries will be made from such area to individual Residential Units only by Residential Section personnel or as otherwise directed by Residential Section personnel. Such deliveries will be made only at such times as a Residential Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit in question is not occupied or delivery is declined, the package will be held in the designated area until the resident or authorized person returns or requests delivery, except in the case of perishable items which will be held in the designated area for no longer than 24 hours. After said 24-hour period, the perishable item shall be disposed of by Residential Section personnel. Building personnel will not be responsible for packages held in the package room for more than 72 hours. No large deliveries will be accepted for a Residential Unit Owner (or occupant of a Residential Unit) unless such Residential Unit Owner (or occupant) has made prior arrangements with the Residential Section personnel.

15. Trunks, heavy baggage, furniture, appliances and other large or heavy items shall be taken in or out of the Residential Section by the elevators designated by the Residential Board or the Managing Agent of the Residential Section for that purpose, and/or through a designated entrance only.

16. No refuse from the Residential Units shall be sent to the below grade levels of the Residential Section except at such times and in such manner as the Residential Board or the Managing Agent of the Residential Section may direct.

17. Water-closets and other water apparatus in the Residential Section shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting

from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the Owner of such Residential Unit.

18. No occupant of the Residential Section shall send any employee of the Residential Section or of the Managing Agent thereof out of the Residential Section on any private business.

19. The agents of the Residential Board or the Managing Agent of the Residential Section, and any contractor or worker authorized by the Residential Board or the Managing Agent of the Residential Section and accompanied by an agent of the Residential Board or the Managing Agent, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

20. Corridor doors, if any, shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

21. The Residential Board or the Managing Agent of the Residential Section shall retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Residential Board or the Managing Agent of the Residential Section shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to his or her Residential Unit at any time when an entry therein is necessary or permissible under these Residential Rules and Regulations, the Residential By-Laws, the Condominium By-Laws or the Declaration, and the Residential Unit Owner has not furnished a key to the Residential Board or the Managing Agent of the Residential Section, then the Residential Board or the Managing Agent of the Residential Section or their agents (but, except in an emergency, only when specifically authorized by an officer of the Residential Board or an officer of the Managing Agent of the Residential Section) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (provided that during such entry reasonable care is given to the Residential Unit Owner's property).

22. Complaints regarding Residential Section services shall be made in writing to the Residential Board or to the Managing Agent of the Residential Section.

23. Residential Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Residential Units or any public portions of the Residential Section.

24. No Residential Unit Owner or any of his or her agents, service personnel, employees, licensees or visitors shall at any time bring into or keep in such Residential Unit Owner's Residential Unit any inflammable, combustible or explosive fluid, material, chemical or substance except as shall be necessary or appropriate for the permitted uses thereof.

25. If any key or keys are entrusted by a Residential Unit Owner or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor to an employee of the Residential Section or of the Managing Agent of the Residential Section, whether for such Residential Unit Owner's Residential Unit, automobile, trunk or other item of personal property, the use of the key shall be at the sole risk of such Residential Unit Owner, and neither the Residential Board nor the Managing Agent of the Residential Section shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

26. Nothing shall be done or kept in any Residential Unit which would increase the rate of insurance of the Condominium, the Building, the Residential Section or any contents of any of the foregoing, without the prior written consent of the Residential Board. No Residential Unit Owner shall permit anything to be done or kept in his or her Residential Unit which will result in the cancellation of insurance on the Condominium, the Building or the Residential Section, or which would be in violation of any law. No waste shall be committed in the Common Elements.

27. Residential Unit Owners will comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority with respect to recycling of waste and refuse, including, without limitation, the separation of trash into "recyclable" and "non-recyclable" materials and/or categories of each of same. The Residential 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 the Residential Unit Owners for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Residential Board may also establish other rules and regulations regarding the recycling of trash. Any costs incurred by the Residential Board to enforce the Residential Rules and Regulations or the requirements of applicable law regarding the recycling of trash against a Residential Unit Owner, including, without limitation, legal fees, fines and penalties imposed by any government agency, shall be payable by the Residential Unit Owner as additional Common Charges. Residential Unit Owners will comply with the following procedures with respect to the use of the refuse chutes: (a) wrap dust, flour and powdered waste before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive or otherwise hazardous nature therein. Any refuse not disposable by depositing same in the refuse chute must be picked up directly from the Residential Unit by Residential Section personnel at such times and in such manner as the Residential Board or the Managing Agent of the Residential Section shall determine.

28. Residential Unit Owners will comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority, including without limitation, those with respect to window guards and notices of emergency access and egress.

29. Residential Unit Owners, their families, guests, service personnel, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter

upon or attempt to enter upon the roof of the Building, except that each Residential Unit Owner of a Residential Unit with a private terrace located on a roof (and such Residential Unit Owner's family) may enter upon the roof and use its private terrace located on such roof for its intended purpose, in accordance with guidelines adopted by the Residential Board from time to time for such use.

30. The Residential Board shall have the right from time to time to relocate any portion of the Common Elements located in the Residential Section devoted to common storage or service purposes of the Residential Section.

31. Unless expressly authorized by the Residential Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

32. No Residential Unit Owner, tenant or occupant of a Residential Unit (other than the owner of any Unsold Unit) shall conduct any group tour or exhibition of any Residential Unit or its contents or any auction sale in any Residential Unit, without the prior consent of the Residential Board or the Managing Agent of the Residential Section.

33. In the event that any Residential Unit is used for home occupation purposes which are permitted by Law, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

34. Any consent or approval given under these Residential Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Residential Board, at any time by resolution of the Residential Board. Further, any such consent or approval may, in the discretion of the Residential Board or the Managing Agent of the Residential Section, be conditional in nature.

35. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the judgment of the Residential Board, the Residential Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium, the Building or the Residential Section, or the preservation of good order therein, or the operation or maintenance of the Condominium, the Building or the Residential Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration, waiver or addition in respect of any other Residential Unit Owner or other occupant.

36. Notwithstanding any references to "Residential Unit Owner" in these Residential Rules and Regulations, these Residential Rules and Regulations shall be binding upon all Residential Unit Owners and all tenants, guests and other occupants of the Residential Unit(s) of such Residential Unit Owner(s). Residential Unit Owners shall be responsible for enforcing compliance with, and liable for any violation of, the Residential Rules and Regulations

by members of their families, guests, invitees, tenants, employees, agents, visitors and any other occupants of their Residential Units.

37. The public amenity and common facilities areas of the Residential Section shall be used in such manner, at such times and in accordance with such policies as the Residential Board or the Managing Agent of the Residential Section may direct.

38. With respect to any Residential Unit to which there is appurtenant a terrace, the following additional rules and regulations shall apply to such Unit and the Unit Owner thereof: All furniture must be "patio/terrace" furniture which is rust-proof; any planting/landscaping must comply with all Laws. Plants may not exceed the total weight allowance of 100 pounds and must be planted in water-proof containers so as not to cause water leakage. Any damage caused by the Residential Unit Owner's negligence or use of any terrace shall be at such Unit Owner's sole cost and expense. All terraces must be kept clean and free from snow, ice, leaves and debris and all screens and drains must be kept in good repair by the Unit Owner. The Residential Unit Owner shall not remove any of the above items by putting them over any terrace walls, but shall remove said items either through the apartment or through drainage where appropriate. No hanging of any items, including but not limited to banners, laundry, decorations, etc., from any terrace wall, structure, railing or other temporary or permanent structure is permitted. No items, including but not limited to climbing equipment, bikes, pools, children's toys, etc., may be stored on any terrace; any appropriate furniture including table, chair cushions and umbrellas may be left on any terrace only if properly secured. No items can be placed on any terrace parapet wall and/or railing. In no event shall any Unit Owner be permitted to enclose any terrace (except to the extent that such terrace was enclosed by Residential Sponsor) or erect any structure on any terrace. No portion of any terrace may be painted, cemented or changed in any fashion from original appearance. No carpeting may be placed on any terrace. Lighting fixtures may only be plugged into regulation sockets. No satellite dishes may be placed on any terrace. No animals, which include but are not limited to dogs, cats and birds, may be allowed on any terrace.

39. There will be no barbecuing in the Residential Units or in the Common Elements (including, without limitation, the Residential Limited Common Elements).

40. With respect to any lease (and lease renewal) which, pursuant to the Residential By-Laws, is subject to the Residential Board's review and right of first refusal, the fee for any such lease (or renewal of a lease) shall be determined by the Residential Board from time to time. Any such Residential Unit Owner that has entered into or renewed a lease with a tenant and has not submitted the lease (or lease renewal) to the Managing Agent will have 30 days from the date notified by the Managing Agent to submit the lease or the renewal. In the event that any such Residential Unit Owner does not submit such lease or lease renewal to the Residential Board within such 30 day period, such Residential Unit Owner shall be subject to a $500 fine (subject to the CPI Increase Factor) and further action by the Residential Board.

41. All move-ins and move-outs as to any Residential Unit shall be scheduled with and coordinated by and through the Resident Manager for the Residential Section. Fees for Residential Section move-ins and move-outs shall be established by the Residential Board from time to time. In addition the Residential Board may require reimbursement for any expenses

incurred by the Residential Board in connection with the move-in or move-out, as well as security deposits and such insurance, indemnities and/or releases on such terms as are determined by the Residential Board.

42. Any use of the Residential Section lobby, elevators, corridors and/or other Residential Limited Common Elements, outside the scope of typical and usual daily use, including without limitation for deliveries of furniture or other large items, shall be coordinated in advance with the Resident Manager and shall be subject to payment of fees, reimbursement of expenses, security deposits and such insurance, indemnities and/or releases, all as determined by the Residential Board.

EXHIBIT 9

FORM OF APPLICATION TO ATTORNEY GENERAL FOR
A DETERMINATION ON THE DISPOSITION OF DEPOSITS

APPLICATION TO THE ATTORNEY GENERAL FOR A DETERMINATION ON THE DISPOSITION OF DOWN PAYMENTS

(Send this application to the reviewing attorney assigned to the subject plan.)

Re: Plaza Condominium
Address of Building or
Name of Project

File Number:_____

Application is made to the Attorney General to consider and determine the disposition of down payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name of Applicant_____

2. Address of Applicant_____

3. Name, Address, and Telephone Number of Applicant's Attorney (if any)_____

4. This is an application for

   return of down payment.
   forfeiture of down payment.
   other:_____

5. The project is [ ] a conversion of occupied premises.
   [ ] newly constructed or rehabilitated.
   [ ] vacant (as is).

6. The project is structured as
   [ ] a cooperative.
   [X] a condominium.
   [ ] a homeowners association.
   [ ] a time share.
   [ ]other:_____

7. Name and Address
of Sponsor:

8. Name and Address
of Escrow Agent: Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036

9. If down payments are maintained in an escrow account:

(a) Name of account_____

(b) Name and address
of bank_____

(c) Account number (if known)_____

(d) Initial interest rate (if known)_____

10. If down payments have been secured by bonds:

(a) Name and address of
bond issuer or surety:_____
_____

(b) Copy of bond included in this application.
(DO NOT SEND ORIGINAL BOND.) If not included, explain:

_____
_____
_____
_____

11. If down payments have been secured by a letter of credit:

(a) Name and address of bank which issued the letter of credit:

_____
_____
_____
_____

(b) Date of expiration of the letter of credit, if known:

_____

12. Plan information:

(a) Date of filing of plan:_____

(b) Plan

[ ] has been declared effective. Approximate date:
_____

[ ] has not been declared effective.

(c) If effective, the plan

[ ] has closed or the first unit has closed. Approximate date:
_____

[ ] has not closed.

[ ] don't know.

(d) Down payments are secured by

[ ] escrow account.

[ ] bonds.

[ ] letter of credit.

13. Contract information:

(a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)

(b) Date on which subscription or Agreement was signed:_____

(c) Date(s) of down payment(s):_____

(d) Total amount of down payment(s):_____

(e) Names and addresses of subscribers or purchasers affected by this application:

_____
_____
_____
_____

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

15. I am contemporaneously sending a copy of this application to the following persons:

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature:_____ Date_____

Name (Printed):_____

Telephone: (Home):_____ (Business)_____

Mailing Address: _____

EXHIBIT 10

ESCROW AGREEMENT WITH RESPECT TO DEPOSITS

ESCROW AGREEMENT

AGREEMENT made this 4th day of November, 2005, between CPS 1 Realty LP ("SPONSOR"), as sponsor, and Kramer Levin Naftalis & Frankel LLP ("ESCROW AGENT"), as escrow agent.

WHEREAS, SPONSOR is the sponsor under an offering plan (the "Offering Plan") for the Plaza Condominium Residences, located at 768 Fifth Avenue, New York, New York 10019; and

WHEREAS, Kramer Levin Naftalis & Frankel LLP is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder (the "Regulations"); and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers of units from SPONSOR under the Offering Plan, pursuant to the terms of this agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 SPONSOR and ESCROW AGENT hereby establish an escrow account with ESCROW AGENT for the purpose of holding deposits or payments made by purchasers from and after the date hereof. The escrow account has been opened with HSBC Bank USA, 452 Fifth Avenue, New York, New York 10018. The account number is _____.

1.2 The name of the account is "The Plaza Condominium Residences Attorney Escrow Account".

1.3 The following partners in ESCROW AGENT are the sole signatories on the account: Jay A. Neveloff, Jonathan H. Canter, Paul S. Pearlman, Neil R. Tucker, James Godman, Robert Heller and Howard J. Rothman.

1.4 The escrow account shall be an interest-bearing account as disclosed in the Offering Plan.

1.5 The escrow account is not an IOLA established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT

2.1 All funds hereafter received from prospective purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser to the order of "Kramer Levin Naftalis & Frankel LLP as Escrow Agent." for the Offering

Plan for the Plaza Condominium Residences. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within ten (10) business days after tender of the deposit submitted with the subscription or purchase agreement, ESCROW AGENT shall notify the purchaser of the deposit of such funds in the bank indicated in the Offering Plan, provide the account number, and disclose the initial interest rate. If the purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase and rescind within ninety (90) days after tender of the deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited in accordance with these regulations and requisite notice was timely mailed to the purchaser.

3. RELEASE OF FUNDS.

3.1 ESCROW AGENT shall not release the escrowed funds of a defaulting purchaser until after consummation of the Offering Plan as defined in the Attorney General's regulations. Consummation of the Offering Plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 ESCROW AGENT shall continue to hold the funds in escrow until otherwise directed in: (a) a writing signed by both SPONSOR and the purchaser; or (b) a determination of the Attorney General; or (c) a judgment or order of a court of competent jurisdiction, or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

3.3 SPONSOR shall not object to the release of the escrowed funds to: (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan; or (b) all purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

3.4 If there is no written agreement between the parties to release the escrowed funds, ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to SPONSOR unless the purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and has so notified ESCROW AGENT in accordance with such provisions.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the escrow account for seven years after release of the funds.

4.2 Upon the dissolution of ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon his request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the accounts called for in this Agreement under the direct supervision and control of ESCROW AGENT.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to ESCROW AGENT.

6.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT's performance of its fiduciary duties and compliance with the Attorney General's regulations.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is cancelled, by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

(c) All unsold units offered by SPONSOR pursuant to the Offering Plan have been sold and all sales transactions have been consummated.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1 (a) or (b) above, ESCROW AGENT shall deliver any and all funds held by it in escrow and any and all contracts or documents maintained by ESCROW AGENT to the new escrow agent.

8. SUCCESSORS AND ASSIGNS.

8.1 This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their successors and assigns.

9. GOVERNING LAW.

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

10.1 SPONSOR agrees that ESCROW AGENT's compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to ESCROW AGENT, if any, shall not be deducted from escrowed funds by any financial institution under any circumstance.

11. ESCROW AGENT'S RIGHTS.

11.1 ESCROW AGENT shall not be responsible to SPONSOR for any act or failure to act on its part except for its own willful misconduct or gross negligence. ESCROW AGENT shall be automatically released by SPONSOR from all responsibility and liability under this Agreement upon ESCROW AGENT's distribution of deposits and payments in accordance with the provisions of this Agreement, GBL Section 352-e(2-b) and the Regulations.

11.2 SPONSOR hereby indemnifies and holds ESCROW AGENT harmless from any and all losses, damages, claims, liabilities, judgments and other costs and expenses of every kind and nature which may be claimed against or incurred by ESCROW AGENT by reason of its acceptance of, and/or its performance under, this Agreement (other than those ultimately determined to have arisen out of the willful misconduct or gross negligence of ESCROW AGENT), including, without limitation, attorneys' fees either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself. The foregoing indemnification shall survive the termination of this Agreement.

11.3 As to SPONSOR, ESCROW AGENT shall be entitled to consult with and retain counsel selected by it (including any member of its firm) with respect to its duties as ESCROW AGENT and be reimbursed by SPONSOR for all reasonable fees and expenses of such consultation and retention. As to SPONSOR, ESCROW AGENT may act or refrain from acting in respect of any matter referred to herein by and with, and in full reliance upon, the advice of such counsel and, except in the case of its own willful misconduct or gross negligence, ESCROW AGENT shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

11.4 ESCROW AGENT or any member of its firm may act as counsel to SPONSOR in any dispute or question as to the disposition of the deposits or payments or in any dispute between SPONSOR or any purchaser with respect to any matter whatsoever, whether or

not ESCROW AGENT is then holding any deposits or payments of such purchaser and is continuing to act as ESCROW AGENT hereunder.

12. SEVERABILITY.

12.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

13. ENTIRE AGREEMENT.

13.1 This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:

KRAMER LEVIN NAFTALIS & FRANKEL LLP

By: _____
Name:
Title:

SPONSOR:

CPS 1 REALTY LP

By: CPS 1 Realty GP LLC, its general partner

By: _____
Miki Naftali
President

EXHIBIT 11

CERTIFICATIONS

11A	Sponsor and Principals
11B	Sponsor's Architect
11C	Sponsor's Expert Concerning Adequacy of Budget
11D	Sponsor's Expert Concerning Adequacy of Common Charges Payable by the Non-Residential Unit Owners

CPS 1 REALTY LP
C/O EL-AD PROPERTIES NY LLC
225 FIFTH AVENUE
NEW YORK, NEW YORK 10010

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS
PURSUANT TO SECTION 20.4(b) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

April 7, 2005

New York State Department of Law
120 Broadway
New York, New York 10271
Att.: Investment Protection Bureau

Re: The Plaza Condominium
768 Fifth Avenue
New York, New York 10019

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 complying with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law 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 this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

1. set forth the detailed terms of the transaction and be complete, current and accurate;

2. afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

3. not omit any material fact;

4. not contain any untrue statement of a material fact;

5. not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

6. not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

7. not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

CPS 1 REALTY LP
By: CPS 1 Realty GP LLC, its general partner
By: _____
Miki Naftali
President

Sworn to before me this
5 day of ~~February~~ April, 2005

Victoria Robles
Notary Public

VICTORIA ROBLES
Notary Public, State of New York
No. 02RO5056433
Qualified in Suffolk County
Commission Expires March 4, 2006

Miki Naftali

Sworn to before me this
7 day of ~~February~~ April, 2005

Victoria Robles
Notary Public

VICTORIA ROBLES
Notary Public, State of New York
No. 02RO5056433
Qualified in Suffolk County
Commission Expires March 4, 2006

Orly Hackmon

Sworn to before me this
7 day of ~~February~~ April, 2005

Notary Public

VICTORIA ROBLES
Notary Public, State of New York
No. 02RO5056433
Qualified in Suffolk County
Commission Expires March 4, 2006

CERTIFICATION OF SPONSOR'S ARCHITECT PURSUANT TO SECTION 23.4(c) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

October 25, 2005

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

RE: The Plaza
768 Fifth Avenue
New York, New York 10019

The Sponsor of the Offering Plan to establish the captioned property (the "**Property**") as a condominium (the "**Offering Plan**") retained our firm to prepare a report describing construction of the project when completed. We inspected the Property. We also were retained to prepare plans and specifications for the project. We accordingly prepared the plans, dated April 12, 2005, and the specifications, dated March 31, 2005 (collectively, the "**Plans and Specifications**"), and prepared the report dated October 21, 2005 (the "**Report**"), a copy of which Report is intended to be incorporated into the Offering Plan so prospective purchasers may rely on it.

We are registered architects in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to the Report.

We have read the entire Report and together with the consulting engineers (Cantor Seinuk Group Structural Engineers and Flack & Kurtz Mechanical Engineers) 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.

We certify that the Report:

(i) sets forth in narrative form the physical condition of the Property as it will exist upon completion of construction, provided that construction is in accordance with the Plans and Specifications that we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the Property as it will exist upon completion of construction, provided that construction is in accordance with the Plans and Specifications that we 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, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectations or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we (a) knew the truth, (b) with reasonable effort could have known the truth, (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

(viii) It is to be understood that all aspects of the physical condition of the property cannot be determined by a visual inspection and that all statements contained in this certification are premised on and limited to such visual inspection.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing the Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

Very truly yours,

Costas Kondylis & Partners LLP

By: _____

Name: Costas Kondylis
Title: Partner

[Seal]

REGISTERED ARCHITECT
CONSTANTINE ANDREW KONDYLIS
No. 011763
STATE OF NEW YORK

Sworn to before me this
9 day of November, 2005

_____
Notary Public

ANDREW E KAMINSKI
Notary Public, State of New York
No. 01KA6056541
Qualified in Kings County
Commission Expires March 26, 2007

GUMLEY-HAFT
REAL ESTATE

415 Madison Avenue New York, NY 10017 (212) 371-2525 FAX: (212) 371-2896

CERTIFICATION OF SPONSOR'S EXPERT ON ADEQUACY OF BUDGETS PURSUANT TO SECTION 20.4(d) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

November 3, 2005

New York State Department of Law
120 Broadway
New York, New York 10271
Att.: Investment Protection Bureau

Re: The Plaza Condominium
768 Fifth Avenue
New York, New York 10019

The undersigned, Gumley Haft LLC, is a licensed real estate brokerage firm in the State of New York. Gumley Haft LLC has been engaged in the management of over one hundred condominiums, cooperatives and residential rental properties over the course of the past fifteen years.

The sponsor of the condominium offering plan for the captioned property retained me/our firm to review Schedules B-1, B-2 and B-3 containing projections of income and expenses for the first year of Condominium operation.

Our relevant experience in the field includes:

- Preparation of annual budgets for Condominium and Cooperative Associations under our management
- Preparation of annual budgets for Condominium Sponsors

We understand 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 Schedules.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this certification. We also have relied on our experience in managing mixed use and residential buildings in Manhattan.

GUMLEY-HAFT

We certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses of the Condominium and the Residential Section for the projected first year of operation.

We certify that the Schedules:

(i) set forth in detail the projection of income and expenses for the projected first year of operation;

(ii) afford potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the projected first year of operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the projected first year of 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.

GUMLEY HAFT LLC

By: _____
Name: Sanford Abelson
Title: Chief Executive Officer

Sworn to before me this
3rd day of November 2005

_____
Notary Public

JEAN M. CORRIGAN
Notary Public, State of New York
No. 01CO6098330
Qualified in Westchester County
Commission Expires 09/08/2007

KL3:2395403.1

GUMLEY-HAFT
REAL ESTATE
415 Madison Avenue New York, NY 10017 (212) 371-2525 FAX: (212) 371-2896

CERTIFICATION OF SPONSOR'S EXPERT
ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE NON-RESIDENTAL UNIT OWNERS PURSUANT TO SECTION 20.4(e) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

November 3, 2005

New York State Department of Law
120 Broadway
New York, New York 10271
Att.: Real Estate Financing Bureau

Re: The Plaza Condominium
768 Fifth Avenue
New York, New York 10019

The undersigned, Gumley Haft LLC, is a **licensed real estate management firm in the State of New York.** Gumley Haft LLC has been has been engaged in the management of over one hundred condominiums, cooperatives and residential rental properties over the course of the past fifteen years including at least fifty mixed use properties.

The sponsor of the condominium offering plan for the above captioned property retained our firm to review Schedule B-2 to the offering plan which includes projections of common charges payable by the owners of the commercial units for the first year of Condominium Operation.

We understand 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-2.

We have reviewed the Schedule 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 also have relied on our experience in managing mixed use and commercial buildings in Manhattan.

We certify that the projections in Schedule B for common charges payable by the owners of commercial units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial units for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial units also reflect special or exclusive use or availability or exclusive control of particular common areas.

GUMLEY-HAFT

We certify that the estimates in Schedule B-2 for the common charges payable by the owners of the commercial units:

(i) set forth in detail the projected common charges for the commercial units for the projected first year of condominium operation;

(ii) afford potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial units;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or 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 units for the projected first year of 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.

GUMLEY HAFT LLC

By: _____

Name: Sanford Abelson
Title: Chief Executive Officer

Sworn to before me this
3rd day of November 2005

_____
Notary Public

JEAN M. CORRIGAN
Notary Public, State of New York
No. 01CO6098330
Qualified in Westchester County
Commission Expires 09/08/2007

KL3:2392430.1

EXHIBIT 12

REAL PROPERTY LAW SECTION 339-kk

§ *339-kk Real Prop.* Rents.

(a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

EXHIBIT 13

STORAGE BIN LICENSE AGREEMENT AND ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

STORAGE BIN LICENSE AGREMEENT

AGREEMENT made this ____ day of _____, 200_ ("Agreement") by and between CPS 1 REALTY LP, having an office c/o El-Ad Properties NY LLC, 225 Fifth Avenue, New York, New York 10010 ("Sponsor"), and the Residential Board of The Plaza Condominium on behalf of all Residential Unit Owners, having an address at 768 Fifth Avenue, New York, New York 10010 ("Residential Board") (Sponsor and the Condominium Board are sometimes collectively referred to as the ("Licensor") and _____ having an address at 768 Fifth Avenue, Unit __, New York New York 10019 ("License");

WHEREAS, The Plaza Condominium ("Condominium") is governed by a certain Declaration of Condominium dated ____, 200__, recorded in the New York County Office of the Register of the City of New York on _____, 200_ in Reel __, Page __, as the same has been or may be amended from time to time (the "Declaration"), the residential by-laws of the Condominium, as the same has been or may be amended from time to time (the "Residential By-Laws") and the Residential Rules and Regulations of the Condominium, as the same has been or may be amended from time to time (the "Residential Rules and Regulations") (the "Declaration", the "By-Laws" and the "Rules and Regulations" are collectively, referred to as the "Condominium Documents"); and

WHEREAS, in a portion of Lower Concourse C of the Condominium there are Residential Limited Common Elements ("Licensed Area") in which storage bins (the "Storage Bins") have been installed for use by permitted Residential Unit Owners; and

WHEREAS, Licensee, owns or simultaneously herewith is acquiring Residential Unit ___ in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of Storage Bin # _____ for so long as Licensee owns a Residential Unit in the Condominium (the "License");

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, its successors and assigns, a license for the exclusive use of Storage Bin #___ ("Designated Storage Bin") and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof.

2. Unit Owner shall pay a monthly license fee to the Condominium in accordance with the Condominium Documents.

3. A Storage Bin may only be used for storage purposes, provided that no material which poses a health or safety threat or which otherwise creates a nuisance may be stored therein.

4. Licensee shall not (a) store any property in the Licensed Area outside of the Designated Storage Bin; or (b) allow any other person to use the License except in accordance with the terms hereof.

5. This License may be assigned by Licensee at any time provided the assignee (i) is a Residential Unit Owner at the Condominium, (ii) assumes the obligations hereunder in the form annexed hereto, (iii) notification of the assignment is delivered in writing to the Residential Board in compliance with its requirements as the same may be modified from time to time, and (iv) no outstanding monies are owed to the Condominium by the Licensee and/or the assignee. This License shall automatically terminate at such time as the Licensee no longer owns a Residential Unit in the Condominium unless this License is assigned to and assumed by another Residential Unit Owner.

6. Licensee represents that it has made a thorough inspection of the Licensed Area and agrees to take same in its "as is" condition as of the date of this Agreement. Licensee shall throughout the term of this Agreement, take good care of and maintain the Designated Storage Bin. All repairs and replacements to the Designated Storage Bin as well as the Licensed Area shall be performed by the Residential Board and the cost thereof shall be a Residential Common Expense (as defined in the Residential By-Laws), unless such repair or replacement is necessitated by the negligence, misuse, or abuse of a Licensee, then the entire cost and expense of such repair or replacement shall be borne by such Licensee.

7. Neither Licensor nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Licensed Area and the Designated Storage Bin.

8. The terms of this Agreement are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents.

9. If Licensee defaults in its obligations hereunder or under the Condominium Documents, the Residential Board may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Designated Storage Bin until Licensee cures such default or (ii) terminate this Agreement upon written notice to Licensee.

10. The Residential Board or its agents shall have the right, but not the obligation, to open the Designated Storage Bin in an emergency at any time, and, at other reasonable times upon prior notice to Licensee, to inspect and examine the Designated Storage Bin and to make such repairs, replacements and improvements as the Residential Board shall deem necessary.

11. This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Designate Storage Bin or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Licensor and the Licensee with respect to this Agreement.

12. Licensee shall indemnify and hold Licensor and their respective officers, agents and employees, harmless from and against any and all liabilities, claims, penalties and

judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's family, servants, employees, agents, guests and invitees in connection with this License.

13. Licensee shall be obligated to reimburse the Licensor for any legal fees and disbursements incurred by the Licensor in defending the rights of the Licensor under this Agreement or, in the event Licensee defaults under this Agreement beyond any applicable grace period, enforcing Licensee's obligations hereunder.

14. Neither this Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

15. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

16. If any provision of this Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

17. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

18. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Agreement to be performed by Licensee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Agreed to and Acknowledged by

LICENSOR:

RESIDENTIAL BOARD OF
THE PLAZA CONDOMINIUM

By: _____
Name:
Title:

CPS 1 Realty LP

By: _____
Name: _____
Title:

LICENSEE:

By: _____

By: _____

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEEMENT made as of the _____ day of _____, 200__ by and between _____ (hereinafter referred to as the "Assignor"), having an address at _____, New York, New York _____, and _____ (hereinafter referred to as the "Assignee"), having an address at _____, New York, New York _____.

W I T N E S S E T H:

WHEREAS, Assignor executed a certain License Agreement dated _____, ____ ("License Agreement") to have the exclusive right to use Storage Bin # ___ located at The Plaza Condominium, located at 768 Fifth Avenue, New York, New York 10019, in accordance with the terms of the Condominium Offering Plan dated _____, 200__ ("Plan") as amended to date; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the License Agreement; and

WHEREAS, Assignee desires to assume all of the obligations and responsibilities of Assignor in and to the License Agreement; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. ASSIGNMENT: Assignor hereby assigns the Assignee, from and after the date hereof, all of Assignor's right, title and interest in and to the License Agreement, a copy of which is attached hereto and made a part hereof, for a purchase price of $_____.

2. ASSUMPTION: Assignee hereby assumes all of the obligations, promises, covenants and responsibilities of Assignor in and to the License Agreement as if Assignee had signed the License Agreement originally as "Licensee".

3. AUTHORIZATION AND DIRECTION: Assignor and Assignee hereby authorize and direct the Condominium to have the books and records of the Condominium reflect that Assignee has the exclusive right to use Storage Bin # _____.

4. EFFECTIVE DATE: This Assignment shall not be deemed effective unless and until signed by each of the parties hereto.

5. DEFINED TERMS: All terms not defined herein shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption of License Agreement on the day and year first above written.

ASSIGNOR

_____

ASSIGNOR:

_____

APPROVED BY

RESIDENTIAL BOARD OF
THE PLAZA CONDOMINIUM

By:_____
Name:_____
Title:_____