This Plan Has Been Amended.
See Inside Cover.

CONDOMINIUM OFFERING PLAN
469/479 WEST 152nd STREET CONDOMINIUM

AQUEDUCT COURT

469/479 WEST 152ND STREET
NEW YORK, NEW YORK 10031

Purchase Price (20 Residential Units)	$	14,377,000.00
One Residential Unit- Not Offered for Sale	$	N/A
One Community Facility Unit – Not Offered For Sale	$	N/A
Total Purchase Price	$	14,377,000.00

Name and Address of Sponsor:

Hamilton Heights Partners, LLC
c/o Berman & Frumkin, LLP
855 Avenue of the Americas – Suite 610
New York, New York 10001
(212) 494-0070

Name and Address of Selling Agent:

Douglas Elliman
575 Madison Avenue
New York, New York 10001
(212) 891-1700

Date of Acceptance for Filing: June 15, 2006

The term of the initial offering of this Plan is twelve (12) months commencing on the Acceptance Date. The term may be extended by duly filed amendment to the Offering Plan.

SEE PAGE 6 FOR SPECIAL RISKS TO PURCHASERS.

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

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 BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN. (SEE SPECIAL RISKS SECTION OF THE PLAN.)

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Under the New York State Tax Law, Section 1402-a, a tax of one percent (1%) of consideration (or part thereof attributable to the real property being conveyed) is payable by the grantee (Purchaser) on each conveyance of residential real property, including condominium units, where the consideration for the entire conveyance is $1,000,000 or more (the "***Mansion Tax***"). Residential real property includes a 1 to 3 family house, an individual condominium unit and a cooperative unit that is or may be used, in whole or in part, as a personal residence. The Mansion Tax applies to conveyances occurring on or after July 1, 1989 other than conveyances pursuant to binding written contracts entered into on or before February 16, 1989. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes the amount of the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax and deed stamps to be paid for the Unit by Purchaser. See the section of the Offering Plan titled, "Unit Closing Cost and Adjustments," located at in Part I of this Plan for further details.

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

5. Lender's Restrictions. (i) Purchasers should note that banks and other lenders over the years have imposed restrictions on loans in condominium projects. Such restrictions may include requiring that a certain percentage (such as 35 % or 50 %) of the Units in a condominium project be sold by a sponsor before a lender will agree to make a loan. Intercontinental Funding, LLC, or Commerce Bank, N.A., the Permitted Mortgage Lenders have either no restrictions based on the number of sales or have procured lenders that do not have a restriction based on the number of sales.

(ii) Even once a building is an operational condominium, lenders may impose minimum sales requirements before agreeing to make a loan. Thus, it may be difficult for a Purchaser to

resell a Unit if a prospective buyer is unable to get a loan due to minimum sales requirements that have not yet been met. However, lending institutions' underwriting criteria and considerations change over time, and the market at present is different from the market in the past. Accordingly, Sponsor advises purchasers to familiarize themselves with lending institutions' policies in this area at the time purchaser is considering acquisition, for the most current information on this subject. See Part I of this Plan, section titled, "Procedure to Purchase," under the subheading "Financing Available to Purchasers" for further details.

6. Downpayment. In accordance with section 71-a(3) of the New York State Lien Law, the Sponsor has appointed the law firm of Herzfeld & Rubin, P.C., 40 Wall Street, New York, New York 10005, as escrow agent (the "***Escrow Agent***") to hold all deposits, down payments or advances, other than the deposit for a copy of the Offering Plan, received by it from Purchaser, either directly or through its agents or employees in trust, in a special segregated escrow account or accounts at Citibank, N.A., located at 120 Broadway, New York, New York 10271, titled "Herzfeld & Rubin, P.C., Escrow Agent for 469/479 152nd Street Condominium" or a similar name within five (5) business days after the Purchase Agreement is executed by all necessary parties. This bank is covered by federal bank deposit insurance to a maximum of $100,000 per individual deposit. If an individual makes a down payment in excess of $100,000 for the purchase of a Unit, it is a special risk of this offer that such deposit will not be federally insured in excess of $100,000. See the section of the Offering Plan titled, "Procedure to Purchase," located in Part II of this Plan for further details.

7. Advertising. Prior to the closing of title to a Unit, the Purchase Agreement prohibits a Purchaser from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease.

8. Renovation of the Building. The renovation of the Building is a complicated process requiring the coordination of numerous tasks and the balancing of complex mechanical and architectural systems. No assurance can be given to any Residential Purchaser with regard to the accuracy of any projected completion dates set forth herein. It is anticipated that, as of the First Residential Unit Closing, a majority of the Residential Units will be substantially completed. The completion of the improvements to the Common Elements may not be completed at the time of a Unit closing. The Offering Plan permits closings of title to Residential Units before the issuance of a permanent Certificate of Occupancy for the Building, provided that the Residential Unit to be transferred is substantially completed in accordance with the Plans and Specifications and a temporary Certificate of Occupancy covering the Unit to be closed has been issued.

The proposed Residential conversion will constitute a change of use. The Sponsor will perform all work required in the common areas of the Building as required by the Building Department to secure a permanent Certificate of Occupancy, preceded by a Temporary Certificate of Occupancy. As of rights the Sponsor will have two (2) years to convert the temporary Certificate(s) of Occupancy into a permanent Certificate of Occupancy. After such two (2) year period it is discretionary as to whether or not the Buildings Department will extend the

temporary Certificate of Occupancy. It is the intention of the Sponsor to obtain such permanent Certificate of Occupancy within two (2) years of the issuance of the initial temporary Certificate of Occupancy or obtain the appropriate extension from the Buildings Department so that the permanent Certificate of Occupancy is issued prior to the expiration of the temporary Certificate of Occupancy (including any renewals thereof). If the Sponsor fails to timely renew the temporary Certificate of Occupancy for a Residential Unit prior its expiration, then such failure would constitute a Building Department violation.

The Sponsor is obligated to complete the Residential Units and Common Elements as described in the Offering Plan. A Residential Unit will be presumptively deemed completed in accordance with the Plans and Specifications upon the issuance of a temporary Certificate of Occupancy covering such Unit. Except as otherwise provided in Section titled "Rights and Obligations of the Sponsor" in Part I as to the obligation of the Sponsor to correct certain construction defects in the Residential Units, neither the Sponsor, the agents of Sponsor nor any successors of Sponsor under this Offering Plan make any warranty whatsoever, regarding materials, workmanship or any other aspect of the Units, Common Elements, or any portions thereof. Pursuant to General Business Law § 777-b (4)(e)(I), Sponsor's obligation regardless of any limitations contained above shall be to construct the Buildings in accordance with all applicable codes, filed plans and specifications and locally accepted building practices for item which are not covered by any code or statute

See Part II of this Plan, section titled "Description of the Property and Existing Building Conditions and Sponsor's Work" for further discussion.

9. Sponsor Right to Lease Units. It is noted that although it is the intent of Sponsor that all Residential Units except 1B as provided for in Special Risk #26, page 17 be offered for sale pursuant to the terms of the Offering Plan, Sponsor has reserved the unconditional right to withhold certain Residential Units from sale. In the event that the Sponsor withholds one (1) or more of the Residential Units from sale, Sponsor shall amend the Plan to disclose which Units are being withheld. If Sponsor leases certain Residential Units to tenants and such Units are subsequently offered, Sponsor shall amend the Plan, accordingly, if such Units are offered subject to such tenancies.

Although Sponsor shall make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("Owner-Occupants"), prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. In the event that Unsold Units are not offered for sale they may be rented at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to Purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the

types and varieties of loan terms available (such as the percentage of financing offered; fixed/variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a Purchase Agreement. The decision of Sponsor to withhold Units from sale and/or rent same may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit and/or the price which they are able to obtain for the Unit.

Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment on the Sponsor's part to sell more Units than the fifteen percent (15%) necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building. However, as set forth in Article III, Section 1(b) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee has the right to appoint thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor.

As noted above, Sponsor has reserved the right to rent or lease any Unit prior to closing the sale thereof or with respect to which a Purchase Agreement is not outstanding. Accordingly, a Purchaser may be acquiring a Unit that has been previously or is currently occupied, but such Residential Unit, unless otherwise agreed to by a Purchaser, will be delivered at closing free and clear of all leases and tenancies.

See Part I of this Plan, section titled "Rights and Obligations of Sponsor" for further discussion.

10. Members of the Board of Managers, Sponsor Control. Until the first annual meeting of the Condominium, the Board of Managers shall consist of three (3) persons designated by Sponsor. Accordingly, until such first meeting, Sponsor will have absolute voting control of the Board of Managers. Thereafter, there will be five (5) directors on the Board of Managers, which will be elected by the Unit Owners until the Sponsor (or its designee) has conveyed all of the Unsold Units, but in no event later than five (5) years following the First Unit Closing. The Sponsor or its designee shall have the right to designate three (3) of the Members of the Board of Managers. The remaining two (2) positions on the Board of Managers will be elected by Units Owners excluding the Sponsor or its designee. Even after five (5) years following the First Unit Closing, the Sponsor may still be able to control the Board of Managers by electing three (3) out of the five (5) Members of the Board of Managers through the Units owned by the Sponsor.

As long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interest allocated to the Units, but in no event for a period in excess of five (5) years from the date of the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to the contingency fund provided for in Schedule B of Part I of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed 4.00% of the budgeted expenses of the Condominium or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient) or (iv) increase the number or change the type of employees from that described in Schedule B of Part I of the Offering Plan or (v) provide for new or additional services from those indicated in Schedule B of Part I of the Offering Plan, unless the annual cost of all other services being provided is no greater than the total cost of those provided for in Schedule B of Part I of the Offering Plan. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer.

See Part I of this Plan, section titled "Control by the Sponsor" for further details.

11. Service Contracts. During such time as the Sponsor controls the Board of Managers, as permitted under the Plan, it reserves the right to enter into service contracts on behalf of the Condominium on such terms as it deems appropriate, provided, however, that the significant terms of any such service contract which has a term in excess of two (2) years shall be disclosed in a duly filed amendment to this Plan. If the actual charges payable under service contracts entered into by the Sponsor exceed the estimates included in Schedule B, it may be necessary to increase the Common Charges payable by the Unit Owners.

See Part I of this Plan, section titled "Budget for First Year of Condominium Operation, Schedule B" for further details.

12. Unit Changes by the Sponsor. All Units are being offered for sale as Residential Units, as designated in Schedule A in Part I of the Offering Plan. Sponsor may not sell a Unit for a use different than that which is designated in Schedule A of the Plan. See Part I of this Plan, section titled "Changes in Prices and Units" for further details.

13. No Bond or Security to Secure Sponsor Obligations: No bond to secure payment of Common Charges will be provided by the Sponsor. No bond or other security has been posted by Sponsor to secure its obligation to pay the Common Charges, special assessments and real estate taxes with respect Unsold Units from and after Sponsor's acquisition of same. Sponsor

represents that it has the financial resources to meet such obligations with respect to Unsold Units from Sponsor's existing capital.

See Part I of this Plan, section titled "Rights and Obligations of Sponsor" for further details.

14. Contingency. The reserve for contingencies provided for in the projected budget for the first year of Condominium operation (See Budget for the First Year of Operation in Schedule B in Part I) is intended to provide a fund for unanticipated expenses not included in the budget and for increases in operating expenses above the amounts projected. Both the reserve for contingencies and/or reserve for capital improvements (as set forth in the projected budget for first year of Condominium operation) may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If funds are required to meet such costs, it may be necessary to increase Common Charges or institute a special assessment.

See Part I of this Plan, section titled "Budget for First Year of Condominium Operation, Schedule B" for further details.

15. Risk of Loss as to Interim Lease. If the Sponsor enters in an interim lease with a Purchaser of a Residential Unit during the pendency of their Purchase Agreement for a Unit, such Purchaser shall assume the risk of loss (i) to the extent that same is not covered by insurance carried by the Sponsor prior the first unit closing, or (ii) to the extent that same is not covered by insurance carried by the Condominium subsequent to the first Unit closing, to the Residential Unit in the event of a fire or other casualty, unless the cause of such loss originated outside of their Unit and did not result from the acts of the Purchaser or other occupants of the Residential Unit or Purchaser's guests, invitees or workmen. If a Purchaser is obligated to repair the damage in accordance with the foregoing, then their failure to repair the same shall not excuse them from paying the balance due under the Purchase Agreement and accepting title to their Unit.

See Part 1 of this Plan, section titled "Procedures to Purchase" and Part II of this Plan, the Purchase Agreement, for further details.

Any such Purchaser of a Unit should consult with an attorney and/or insurance agent as to their insurance needs.

See Part 1 of this Plan, section titled "Procedure to Purchase" and Part II of this Plan, the Purchase Agreement, for further details.

16. Lead Based Paint. The Building was constructed prior to 1978 and therefore, either the Building or the Units may contain lead-based paint and lead-based paint hazards. A prospective Purchaser may undertake their own separate and independent risk assessment or inspection for possible lead-based paint hazards prior to their becoming obligated under a Purchase Agreement to purchase a Unit. Although a prospective Purchaser may undertake such lead-based assessment to determine whether or not such Purchaser wants to purchase a Unit, a Purchaser of a Unit shall assume the risk of any lead base paint located in their Unit and any

hazards resulting therefrom. The Project consists of a gut renovation, and the Buildings have already been gutted. In accordance with the architectural plans and specifications all interior surfaces will consist of new sheetrock or clean exposed brick.

See Part I of this Plan, section titled "Procedure to Purchase" and Part II of this Plan, the Lead Based Paint Inspection Agreement for Residential Units, for further details.

17. Title Insurance. Pursuant to the Plan, one of Purchaser's closing costs shall be the payment to Cornerstone Land Services LLC ("Cornerstone") of the cost of fee title insurance, which Sponsor shall order on Purchaser's behalf from Cornerstone, unless otherwise directed by Purchaser, provided Purchaser elects to obtain title insurance. If Purchaser elects to obtain title insurance, a title report from any other licensed title insurance company and/or abstract company shall be recognized by Sponsor. See the Section in Part I of the Offering Plan titled, "Unit Closing Costs and Adjustments" for further details. If a Purchaser, at their election and expense, obtains title insurance from any other title insurance company licensed to do business in New York, other than Cornerstone, no exception to title raised by any such other title insurance company shall give the Purchaser the right to cancel their Purchaser Agreement, if Cornerstone will issue a policy to Purchaser insuring title without such exception.

See Part I of this Plan, section titled "Closing of Title to Units" for further details.

18. Declaring the Plan Effective. Pursuant to existing law and regulations, the Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent (4 Units) offered for sale. Notwithstanding the foregoing, pursuant to Section 4.24(f) of the Building Loan Mortgage, and Section 4.24(f) of the Acquisition Loan Mortgage, the Sponsor may not declare the Plan effective until it has sold thirteen (13) of the Units (i.e., at least 51% of the Units)offered for sale. Even if the Plan is declared effective, based on 13 Purchase Agreements, it is possible that the Sponsor may be able to convert the Building with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately close on the purchase a Unit.

See Part I of this Plan, section titled "Effective Date" for further details.

19. Adjustments. At the First Unit Closing, the Sponsor and the Board of Managers will adjust various items of income and expenses in accordance with the period that each owns or operates the Property. If the net adjustments are in favor of the Sponsor, such amount may be paid, at the option of the Board of Managers in twelve (12) equal consecutive monthly installments thereon commencing on the first day of the second month subsequent to the First Unit Closing, with interest at eight (8%) percent per annum, pursuant to a promissory note to be executed by the Board of Managers and delivered to Sponsor at the First Unit Closing. Although these installments are not directly included in the budget set forth in Schedule B of Part I of the Offering Plan, payment of the note (but not the interest thereon) represents, in effect, payment of expenses reflected in estimated First Year's Operating Budget, included in Part I of the Offering Plan. The payment of the estimated amount of interest on such note may require an increase in Common Charges, a special assessment or the utilization of the Working Capital or Reserve

Funds, since such payment is not reflected in the estimated First Year's Operating Budget in Schedule B in Part I of the Offering Plan.

See Part I of this Plan, section titled "Working Capital Fund, Reserve Fund and Adjustments" for further details.

20. Apportionment of Common Charges. The costs involved in maintaining and operating the General Common Elements will be the responsibility of the Unit owners. The costs of maintaining General Common Elements as well as the cost of insurance premiums for the Condominium and similar common expenses, are referred to as "General Common Expenses." Presently, General Common Expenses are apportioned between the Unit Owners in the Residential Area based upon the aggregate Common Interest attributable to each component. In the future, General Common Expenses will be apportioned between the Unit Owners in the Residential Area based upon either the aggregate Common Interest attributable to each component or the estimated amount by which a particular expense item benefits or is used by the Unit or the Unit Owner, provided the allocation is fairly attributable to the unit and reasonable under the circumstances, as provided in the By-laws and as set forth and explained in the proposed operating budget contained in Part I of the Plan as Schedule B.

See Part I of this Plan, section titled "Budget for First Year of Condominium Operation, Schedule B" for further details.

21. Contribution to Working Capital Fund. Purchaser shall also be required to pay at closing an amount equal to two (2) months' Common Charges attributable to the Unit being purchased as a contribution to the Working Capital Fund. This fund shall be used to pay for items in the budget which will be payable prior to the time that sufficient monthly Common Charges have accrued to pay these items, as described in Part I of the Plan.

See Part I of this Plan, section titled "Working Capital Fund, Reserve Fund and Adjustments" for further details.

22. Failure of Sponsor to Convey Title. In the event Sponsor cannot convey title to a Unit by reason other than default of the Purchaser of such Unit, Sponsor's sole liability shall be to return to Purchaser all monies deposited by Purchaser, with interest, if any has been earned thereon.

See the Purchase Agreement at Part II of this Plan for further details.

23. Sponsor's Obligation to Correct Construction Defects. The Sponsor will promptly correct any patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to substantially improper workmanship or materials substantially at variance with the architectural plans and specifications, provided Sponsor is notified of such defects in writing by the Unit Owner as to the Unit affected within sixty (60) days from the date of closing of title to such Unit or, with respect

to Common Elements, that Sponsor is notified by the Board of Managers within six (6) months from the First Unit Closing. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to substantially improper workmanship or material substantially at variance with the architectural plans and specifications, provided it is notified of such defects in writing by the Unit Owner as to such Unit within six (6) months from the closing of title to such Unit or is notified by the Board of Managers with respect to Common Elements within six (6) months after the First Unit Closing.

Section 777-a of the New York General Business Law creates a statutory housing merchant implied warranty. Under 777-a(1), "a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home." The warranty means that the home will be free from defects due to unskillful construction for one year from and after the warranty date (777-a(1)(a)), the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to unskillful installation of such systems for two years (777-a(1)(b)), and the home will be free from material defects for six years from and after the warranty date (777-a(1)(c)). The statutory implied housing warranty can be replaced by a limited express warranty as long as the minimum requirements established by 777-b are met. For a complete textual copy of Section 777-a of the New York General Business Law please see Part II of this Plan.

See the section of the Plan titled "Rights and Obligations of Sponsor," located in Part I of this Plan, for further details.

24. Mortgagee's Release of Units. Sponsor has obtained a Construction Loan (hereinafter defined) to finance construction of the project, together with the Acquisition Loan (hereinafter defined), which Sponsor believes will be sufficient to complete renovation of the Building. The Acquisition Loan is evidenced and secured by, *inter alia*, a (i) Mortgage Consolidation Agreement (the "***Acquisition Loan Mortgage***") and a (ii) Consolidated and Restated Loan Note (the "***Acquisition Loan Note***") (collectively the "***Acquisition Loan Documents***"). The Construction Loan is evidenced and secured by, *inter alia*, a (i) Building Loan Mortgage (the "***Building Loan Mortgage***"), a (ii) Building Loan Note (the "***Building Loan Note***") and a (iii) Building Loan Agreement (the "***Building Loan Agreement***"). Pursuant to the above Mortgages and the Building Loan Agreement, upon the sale of a Unit, the Sponsor shall release such Unit from the collective liens of the Mortgages upon the payment to the mortgagee of an amount equal to the Minimum Repayment (as defined in Exhibit A to the Acquisition Loan Mortgage and Exhibit A to the Building Loan Mortgage), plus the amount, if any, by which the actual sales price of such Unit exceeds the Minimum Sale Price (as defined in Exhibit A to the Acquisition Loan Mortgage and Exhibit A to the Building Loan Mortgage), together with the fees and expenses of mortgagee's counsel for the preparation and delivery of the release documents in the amount of $225.00 for each set of release documents delivered. Therefore, before the First Unit Closing under this Plan, all liens and mortgages affecting the Unit, if any, shall be paid, bonded or satisfied or the Unit being conveyed and its appurtenant Common Interest shall be released there from by a release instrument to be recording to recondition of the deed to the Unit

pursuant to the above conditions.

25. Real Estate Tax Projections. (a) Schedule A in Part I contains projections as to monthly costs for real estate taxes for the fiscal year commencing June 1, 2006

(b) J51 Benefits. It is the intention of Sponsor to apply, to the extent applicable, for estate tax exemption and tax abatement benefits under Section 11-243 of the Administrative Code of the City of New York, formerly Section J51-2.5. ("***J51 Benefits***") for the Residential Units at the Property. Sponsor anticipates that such J51 Benefits shall commence on or after July 1, 2007. **HOWEVER, THE OFFER FOR SALE OF RESIDENTIAL CONDOMINIUM UNITS PURSUANT TO THIS OFFERING PLAN IS NOT CONTINGENT UPON THE PROPERTY RECEIVING J51 BENEFITS. FURTHER, IN THE EVENT THAT J51 BENEFITS ARE GRANTED, THE OFFER FOR SALE OF RESIDENTIAL UNITS IS NOT CONTINGENT UPON THE AMOUNT OF BENEFITS GRANTED AND/OR THE COMMENCEMENT DATE OF SUCH BENEFITS.** See Note 9 of the Notes to Schedule A, located at page 37 of Part 1 of this Plan, for an estimate of real estate taxes due without J51 Benefits upon 100% completion of the renovations made by Sponsor to the Building.

In the past, The Department of Finance of the City of New York has instituted an oral policy whereby J51 Benefits apportioned to a condominium unit containing new cubic content will be reduced for that unit on the apparent basis which the percentage of new cubic content in the unit bears to the total unit. This new policy is not set forth in any statute or regulation. Sponsor has been advised by its counsel of the alleged illegality of this policy, but can make no representation as to whether this policy will continue or whether it will be challenged in litigation. At this time, the Sponsor does not intend to challenge such alleged illegality. Despite the above policy, in the past The Department of Finance has continued to allocate J51 Benefits on a building wide basis if the following conditions were met:

(i) A consent in recordable form is executed by each Residential Unit purchaser in which such purchaser agrees to a building-wide allocation of benefits;

(ii) A copy of such consent is included in the Plan with reference to its requirements;

(iii) The Declaration of the Condominium includes a reference that the consents be recorded;

(iv) A written opinion from legal counsel is issued which states that the consents are valid.

Since Sponsor desires that J51 Benefits be distributed building-wide, all purchasers of Residential Units shall be required to execute a consent in recordable form for building-wide

allocation of J51 Benefits to the Residential Units. Such form is set forth as Exhibit B to the Purchase Agreement. Sponsor has represented that, if required, it shall comply with all of the four requirements set forth above and that such items, as required, shall be submitted to the Department of Housing Preservation and Development to obtain the issuance of a Certificate of Reasonable Cost.

(c) The projections of real estate taxes due for each of the Residential Units set forth in Schedule A of Part I of the Offering Plan, (i) for the anticipated first year of Condominium operation without J51 Benefits, (ii) upon 100% completion of Sponsor's renovations to the Building and without J51 Benefits, and (iii) with J51 Benefits commencing July 1, 2007, are estimates only. These estimates may vary due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York. In the event such projections for real estate taxes increase due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York, Sponsor shall amend the Plan to set forth the revised estimates. HOWEVER, SAID AMENDMENT SHALL NOT AFFORD ANY PURCHASER THE RIGHT TO RESCIND HIS OR HER PURCHASE AGREEMENT. See Notes 8, 8a, and 9 the Notes to Schedule A of Part I of this Plan, for a discussion of Sponsor projections of real estate taxes.

The Sponsor and its counsel and special tax counsel does not guarantee or represent and warrant: (i) the actual amount of the assessed value for the Units upon completion of the renovation; (ii) the extent and amount by which the assessed value of a Unit will be increased in the future; (iii) the amount of the tax rate and whether or not the tax rate will be increased in the future; (iv) that the tax assessor will allocate individual Unit assessments on the basis of each Unit's percentage interest in the Common Elements or the method of assessment utilized to determine such individual Unit assessments; and (v) that the Property will receive J51 benefits. If a higher assessment is levied, the tax assessor allocates the assessed value of the Property among the Units other than on the basis of their Common Elements, the tax rates are increased above those utilized in the projections in Schedule A, or the tax assessor's formula for the assessment of individual Units is changed, a Unit Owner's real estate taxes may be greater than or less than the amounts shown on Schedule A. As a result of the uncertainty of the many factors determining the amount of the real estate taxes for the Units, the Sponsor does not guaranty the accuracy of the real estate tax projections contained in Schedule A.

See Part I of this Plan, section titled "Footnotes to Schedule A" for further details.

26. The DTH Construction Covenant and Easement Agreement. The Buildings are subject to a (i) Construction Covenant, dated October 7, 2004, between The Dance Theatre of Harlem, Inc. ("DTH"), and Hamilton Heights Partners, LLC, as amended by the Construction Covenant Modification, dated March 17, 2005 (collectively, the "***DTH Construction Covenant***"), and (ii) the DHT Easement Agreement, dated October 7, 2004, between DTH and Hamilton Heights Partners, LLC, as amended by the DTH Easement Agreement Modification, dated March 17, 2005, ("***DTH Easement Agreement***"; the DTH Construction Covenant and the

DTH Easement Agreement, collectively the "***DTH Agreements***"). Complete copies of the DTH Agreements are located in Part II of this Plan.

Pursuant to the DTH Agreements, at the First Unit Closing: (i) Sponsor shall convey to DTH the Community Facility Unit (comprising certain space in the basement of the Building located at 479 West 152nd Street) and (ii) Sponsor shall convey to DTH Residential Unit 1B in the 469 West 152nd Street (the "***DTH Unit***")

Under the DTH Agreements, DTH, with respect to the Community Facility Unit and the DTH Unit, shall enjoy rights and privileges equal to those of a Holder of Unsold Shares. As such, DTH is not subject to certain restrictions placed on other Unit holders under this Plan, particularly with respect to alterations, sales and subleasing. The Community Facility Unit may only be used in furtherance of not-for-profit, arts or cultural uses.

27. Duplex Unit 1A in 469 Building. The Duplex Unit in the 469 Building designated Unit 1A, has living space located in the cellar ("Duplex Cellar"). Use of the Duplex Cellar is limited due to applicable codes and regulations. As such, the Duplex Celler cannot be used as a bedroom.

INTRODUCTION

1. General

Hamilton Heights Partners, LLC ("***Sponsor***") is a New York limited liability company. Sponsor presents this Offering Plan (the "***Plan***") for the sale of twenty one (21) residential condominium units (individually, a Residential Unit or Unit, and collectively, the "***Residential Units***" or "***Units***"), on the properties located at 469 West 152nd Street, New York, New York and 479 West 152nd Street, New York, New York (collectively, the "***Condominium***"), and one (1) Community Facility Unit (the "***Community Facility Unit***"), in the basement of the Building located at 479 West 152nd Street, New York, New York. The land and the improvements which comprise the Condominium are referred to in this Plan collectively as the "***Property***."

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

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

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

2. The Buildings

Sponsor acquired fee title to the Buildings (as defined below) on January 14, 2005 and commenced renovation thereof shortly thereafter. It is anticipated but not represented or warranted that the Building will obtain a temporary certificate of occupancy on June 6, 2006, and a permanent certificate of occupancy by September 1, 2006. It is anticipated that upon receipt of a temporary certificate of occupancy for the Buildings, the Property will be submitted to the Condominium Act and that once created, the Condominium will consist of two Building containing 21 Residential Units.

The building located at 469 West 152nd Street, New York, New York (the "***469 Building***"), shall contain 6 Residential Units. The building located at 479 West 152nd Street, New York, New York (the "***479 Building***") shall contain the remaining 15 Residential Units, and the Community Facility Unit (the 469 Building and the 479 Building are hereinafter referred to collectively as, the "***Buildings***").

All of the aforementioned Residential Units are intended to be sold as condominium units in accordance with this Plan at the prices noted in Schedule A commencing at page 39. Hereinafter, the Residential Units and the Non-Residential Units shall sometimes be collectively referred to as the "**Units**." It is noted that although it is the intent of Sponsor that all Residential Units be offered for sale pursuant to this Offering Plan, Sponsor is hereby reserving the unconditional right to withhold certain Residential Units from sale. In the event the Sponsor withholds one or more of the Residential Units from sales, Sponsor shall amend the Plan to disclose which Units are being withheld. If Sponsor leases certain Residential Units to tenants and such Residential Units subsequently are offered, Sponsor shall amend the Plan, accordingly, if such Residential Units are offered subject to such tenancies.

Although Sponsor shall make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupant"), prospective Purchasers should be aware that the decision to sell, not to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. Therefore, there is no limit as to the number of investment owners in relation to owner-occupants, and there may always be a substantial percentage of owners who are not owner-occupants. In the event that Unsold Units are not offered for sale they may be rented at such rents as the Sponsor determines and market conditions allow. Prospective Purchasers should also be aware that if the Unsold Units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to Purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered; fixed/variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. Prospective Purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Unit. The decision of Sponsor to withhold Units from sale and/or rent same may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit and/or the price which they are able to obtain for the Unit.

Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment on the Sponsor's part to sell more Units

than the fifteen percent (15%) necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium. Further, pursuant to the terms of the Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective Purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building. However, as set forth in Article III, Section 1(b) of the By-Laws of the Condominium which are set forth in Part II of the Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint thereunder, must be owner-occupants of the Condominium who are not related to the Sponsor or the principals of the Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

The Sponsor reserves the right to make a bulk sale of any or all unsold units. If such a sale takes place pursuant to the rights of the Sponsor, the transferee successor sponsor is bound by Sponsor's representation regarding any commitments to sell units.

Features of Condominium Ownership

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

Each Unit Owner will have the right to vote annually for the election of five (5) individuals to serve as members of the Board of Managers (hereinafter referred to as the "***Condominium Board***" or "***Board of Managers***"). The Board of Manages will govern the Condominium in accordance with its responsibilities under the Declaration, By-laws and Rules and Regulation of the Condominium.

Each Unit Owner must pay Common Charges in accordance with the New York Condominium Act, Real Property Law Sections 339(i) and (m).

The Board of Managers will be responsible for supervising the maintenance and operation of the General Common Elements of the Property and managing the affairs of the Condominium, in accordance with the Declaration, By-laws, Rules and Regulations of the Condominium, and applicable statutes.

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

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

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

In accordance with 339-(i) (1) (iv) of the Condominium Act, the percentage of Common Interest appurtenant to each Residential Unit is computed based upon the floor space of the Residential Unit, giving effect to other factors of relative value, such as location, uniqueness, overall dimensions and the availability of Residential Limited Common Elements for exclusive or shared use. See section titled "Changes in Prices and Residential Units" in Part I of this Plan.

The costs involved in maintaining and operating the General Common Elements will be shared by the Residential Units. Tbe costs of maintaining General Common Elements as well as the cost of insurance premiums for the Condominium and similar common expenses are referred to as "General Common Expenses." Presently, General Common Expenses will be apportioned between the Unit Owners using a fraction, the numerator being the respective Unit's total square footage as set forth on Schedule A, over the denominator being the total square footage of all Units (a "***Unit's Proportionate Share***"). In the future, General Common Expenses will be apportioned between the Unit Owners, using each Unit's Proportionate Share, provided the allocation is fairly attributable to the unit and reasonable under the circumstances, as provided in the By-laws and as set forth and explained in the proposed operating budget contained in Part I of the Plan as Schedule B.

1. **Offer to Sell.**

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

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

DEFINITIONS

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

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

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

"Building" or ***"Buildings"***, *means* the Building(s) erected on the land located at and known as 469 West 152nd Street, New York, New York and 479 West 152nd Street, New York, New York, and all alterations and replacements made to the Building(s).

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

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

"Common Charges" means charges imposed by and payable to the Board of Managers, which shall include General Common Charges.

"Common Elements" means all portions of the Property other than the Units, including, without limitation, the land and structural supports of the Building, and certain other portions of the Building to be set aside for the common use of all Unit Owners as set forth in the Declaration.

"Common Interest" means the proportionate undivided interest in fee simple, expressed as a numerical percentage, in the Common Elements which is appurtenant to each Unit and is based upon the approximate proportion that the floor area of the Unit bears to the aggregate floor area of all the Units. The aggregate Common Interest for all Units is 100%.

"Community Facility Unit" means the condominium unit located in the cellar level of 479 West 152nd Street and designated as the "Community Facility" on Schedule A in Part I of the Plan.

"Community Facility Unit Owner" means the Owner of the Community Facility Unit.

"Community Facility Limited Common Elements" means those portions of the Common Elements, if any, which serve or benefit the Community Facility Unit Owner, the use of which is limited to the Community Facility Unit Owner exclusively. This shall specifically include, without limitation, the stairway leading to the Community facility, be set aside for the use of all Community Facility Unit Owner as set forth in the Declaration.

"Condominium Name" means 469/479 West 152nd Street Condominium.

"DTH Unit" means a Residential Unit on the first floor of 469 West 152nd Street, designated Residential Unit 1B on Schedule A in Part I of the Plan

"First Unit" means the first Unit to be sold by the Sponsor or its designee to a bonafide third party, which is not affiliated with the Sponsor or its principals.

"Floor Plans" means the floor plans for the Units and the Building, as same may be amended from time to time, which are certified by a licensed engineer or registered architect and filed in the City Register's office of New York County simultaneously with the recording of this Declaration or with any amendment to this Declaration, as permitted hereunder.

"General Common Charges" means the charges imposed by and payable to the Board of Managers against all Unit Owners in order to pay the General Common Expenses. General Common Charges are based upon each Unit Owner's proportionate share of the Common Interest.

"General Common Elements" means all the Common Elements which are not (i) Residential Common Elements, (ii) Residential Limited Common Elements, or (iii) Community Facility Limited Common Elements, if any. This shall specifically include, without limitation, the mechanical spaces in the basement and corridor continuing to the rear of the Building and the stairs leading from the ground floor to the basement.

"General Common Expenses" means the costs and expenses associated with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements, as determined by the Board of Managers.

"Limited Common Elements" means the general term used to refer to a Common Element appurtenant to a particular Unit or Units, the use of which is restricted to the owners of such Unit or Units. Presently, this term generally refers to and includes Residential Common Elements, Residential Limited Common Elements and Community Facility Limited Common Elements if any.

"Lobby" or ***"Lobbies"*** means the main lobby(ies) of each Building with a entrance on West 152nd Street which is used by the Residential Unit Owners of both Buildings Each Lobby contains the elevator.

"Managing Agent" means the entity which will manage the Property on behalf of the Board of Managers. The initial Managing Agent will be Penmark Realty Corp., with an office at 5 East 86th Street, New York, New York 10028.

"Offering Plan" means the Offering Plan for the Condominium ownership of the Property, which was accepted for filing by the New York State Department of Law, as such is amended from time to time.

"Owner" means the Owner of a Unit.

"Residential Common Elements" means those portions of the Common Elements, if any, which serve or benefit the Residential Unit Owners, the use of which is limited to the Residential Unit Owners exclusively. This shall specifically include, without limitation, the elevator, stairs, roof terrace located on the roof of the 479 Building, and any exterior egress stairs.

"Residential Limited Common Elements" means the Limited Common Elements appurtenant to a particular Residential Unit, the use of which is restricted to the owner of such Unit, including but not limited to the private terrace for the Unit located on the 5th floor of the 469 Building.

"Residential Unit" means a Unit designated as such in the Declaration, as a Residential Unit together with the Unit's appurtenant undivided interest in the Common Elements. Residential Units means collectively the Residential Units.

"Residential Unit Owner" means the Owner of a Residential Unit. Residential Unit Owners means collectively the Residential Unit Owners.

"Unit" means any space in the Building designated as a Residential Unit or the Community Facility Unit in the Declaration, together with said Unit's appurtenant undivided interest either in the Common Elements. All such Units are collectively called "Units".

"Unsold Units" means any Unit owned by the Sponsor or a person or entity designated by the Sponsor as an Owner of an Unsold Unit. The term "Unsold Units" shall mean collectively two or more Unsold Units.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Building

The Buildings are located at 469 West 152nd Street (Block: 2067, Lot: 5) and 479 West 152nd Street, (Block: 2067, Lot: 14), New York, New York. Both Buildings are architecturally distinct stone buildings that are not commonly found in the area. 469 West 152nd Street will be renovated into two (2) one-bedroom apartments on the 1st floor and four (4) three-bedroom, floor through apartments on the upper floors. 479 West 152nd Street will be renovated into fifteen (15) one and two-bedroom apartments, as well as a Community Facility Unit in the cellar.

For a more complete description of these Premises, see Part II of the Plan, section titled "Description of the Premises and Improvements".

The Sponsor acquired title to the premises as of January 14, 2005. The Sponsor is renovating the Buildings as set forth herein and into presently intends to obtain a temporary certificate of occupancy by June 6, 2006, although Sponsor makes no representation, guarantee or assurance as to such completion date.

Residential Units

A Residential Unit Owner will hold fee title to his or her Residential Unit. Each Residential Unit will consist of the area: (i) measured horizontally, from the Residential Unit side of the glass or the line of the inside face of the structure of the exterior walls (perimeter mechanical pipes are not deducted) to the center line of the partitions separating one Residential Unit from another Residential Unit, corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements and (ii) measured vertically, from the top of the timber sub-floor to the underside of the ceiling of such Unit.

Floor plans for each of the types or models of Residential Units are included in Part II of this Plan. Such floor plans are subject to the rights of Sponsor to change the number of rooms in, as well as the size, layout and dimensions of, one or more Unsold Units. The Sponsor shall have no liability or responsibility to Purchasers, nor shall any Purchaser be entitled to any reduction in or credit against the Purchase Price or otherwise be relieved from performing his or her obligations under the Purchase Agreement, so long as the dimensions and layout of any Residential Unit and the appurtenant Residential Limited Common Elements substantially conform to the floor plans.

Portions of the ceiling within certain Residential Units and portions of the ceilings of the common areas of certain floors will be at different elevations than other portions of such ceilings due to structural framing and/or mechanical equipment contained therein. The dimensions of the Residential Units set forth in the floor plans and as an exhibit to the Declaration are approximate within reasonable tolerances and are subject to construction variances and tolerances. As is customary for similar developments in the New York City metropolitan area, somewhat less floor area is actually available for use than the dimensions show.

Common Elements

The Common Elements include the Land and all parts of the Building and improvements thereon other than the Residential Units. The Common Elements consist of (i) the General Common Elements, (ii) Residential Common Elements, and (iii) Residential Limited Common Elements. The following is a summary description of each of the foregoing. Reference should be made to the Declaration, set forth in its entirety in Part II, for a detailed description of the Units, Common Elements and Limited Common Elements.

General Common Elements

General Common Elements consist of portions of the Premises which are intended to serve or benefit, or are available for common use by all Unit Owners, and which are necessary or convenient for the existence, maintenance or safety of the premises. General Common Elements include, but are not limited to, the Land and foundations of the Building. A Unit's undivided percentage interest in the Common Elements is referred to as such Unit's "Common Interest".

Generally, the expenses incurred in connection with the operation, maintenance and repair or replacement of the Common Elements are referred to as "Common Expenses"' and are borne jointly by the Residential Unit Owners in proportion to their respective Common Interests; provided, however, that if and to the extent that any particular Unit(s) enjoys the benefit of such expenses in a manner which is significantly greater than its respective Common Interest, it is intended that such Unit Owner bear a proportionately higher percentage of such expenses, as may be determined by the Condominium Board.

Residential Common Elements

Residential lobby
Elevator
Refuse room at Ground Floor
Interior stairs
The Roof Terrace located on the roof of the 479 Building.

Residential Limited Common Elements

Roof Deck for the 5th floor unit on the 469 Building.

Community Facility Limited Common Elements

External stairs from ground floor to cellar

LOCATION AND AREA INFORMATION

469/479 West 152nd Street Condominium fronts on the north side of West 152nd Street between Amsterdam and St. Nicholas Avenues. West 152nd Street is a one-way residential street. Dance Theater of Harlem, Inc. has its headquarters across the street from the Building and is the main improvement on the block. In addition, the Croton Aqueduct intersects the north side of the block with roughly 84 feet of frontage. The Buildings abut tbe aqueduct on both sides.

The immediate neighborhood is a residential one, improved primarily with multifamily apartment buildings. Many of the buildings in the vicinity of the Property have received complete renovations. There are several of well maintained single to three family "owner occupied" townhouses and brownstones in the vicinity of the Property throughout the Hamilton Heights and Sugar Hill neighborhoods. The historic districts in these areas have been expanded in the recent past.

The location of the Property provides access to all areas of Manhattan including Central Park, the upper west side, the upper east side, Midtown, the theatre district, the Financial District, City Hall and other Downtown locations.

Transportation

Access to various subway and bus lines makes public transportation convenient.

- Subway access via the B train at 155th Street; and
- Subway Access via the B train at 145th Street.

Recreation/Entertainment

Children's Museum of Native America
The Dance Theatre of Harlem

Schools

Public Schools

P.S.28
P.S.4
P.S. 153

Private Schools
St. Catherine of Genoa
Childs Memorial Christian Academy

The above listing is not inclusive. No representation is made that the children of the Unit Owners will be entitled to attend any particular school.

Religious

Churches and Synagogues in the area include:

Abyssinian Baptist Church
Temple of Joy
Most Worshiper Grand Temple
Epheseus Seventh-Day Adventist Church
St Mark's Holy Tabernacle
Antioch Church of God
House of Prayer Baptist Church

Public Library

Hamilton Grange Branch Library

Hospital

Columbia Presbyterian Medical Center
Harlem Hospital Center

Municipal Services

Police, fire protection, water, sanitation, snow removal and street maintenance are provided by the City of New York and all charges are incorporated into the City tax.

The Property is located in the 30th police precinct, the nearest police station is located on West 151 Street. The nearest fire house is Engine Co. No. 3 at 146 West 19th Street.

Postal

The zip code for the Property is 10031. The Post Office is located at 521 West 146th Street, New York, NY 10031-9998.

Neighborhood Information

The above neighborhood information is not intended to be all inclusive and is subject to possible subsequent changes. Prospective purchasers are advised to familiarize themselves with the neighborhood if they have not already done so.

Zoning

The Property is located in a R7-2 zoning district. Under current zoning, the Property can be converted to a residential building on an as of right basis.

The Community Facility Unit is zoned as of right. The Community Facility Unit may be used as only for purposes that are ancillary to, and shall be owned and occupied only by the entities operating, any non-for-profit arts or cultural use(s) then being operated within the premises located at 466 West 152nd Street, New York, New York.

SCHEDULE A

469-479 WEST 152ND STREET CONDOMINIUM
469 WEST 152ND STREET
479 WEST 152ND STREET
NEW YORK, NY

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR THE FIRST YEAR OF CONDOMINIUM OPERATION AUGUST 1, 2006 - JULY 31, 2007

BUILDING	(1) UNIT	NO. BED-ROOMS	NO. BATHS	(2) APPROX UNIT SQUARE FOOTAGE	(2) APPROX TERRACE SQUARE FOOTAGE	(3) OFFERING PRICE	(4) RESIDENTIAL COMMON INTEREST	(4) COMMON INTEREST	(5) PROJECTED MONTHLY COMMON CHARGES	(6) PROJECTED MONTHLY RE TAXES WITH J-51 ABATEMENT	(6) PROJECTED MONTHLY RE TAXES WITHOUT J-51 ABATEMENT	(7) PROJECTED TOTAL MONTHLY CARRYING CHARGES WITH J-51 ABATEMENT	(7) PROJECTED TOTAL MONTHLY CARRYING CHARGES WITHOUT J-51 ABATEMENT
469 W 152ND	1A (D)	1	1	1186		$ 772,000	5.2703%	4.7951%	$ 735.33	$0.00	$ 364.63	$ 735.33	$ 1,099.96
469 W 152ND	2A	3	3	1354		$ 900,000	6.0067%	5.4651%	$ 838.08	$0.00	$ 415.58	$ 838.08	$ 1,253.66
469 W 152ND	3A	3	3	1354		$ 905,000	6.0067%	5.4651%	$ 838.08	$0.00	$ 415.58	$ 838.08	$ 1,253.66
469 W 152ND	4A	3	3	1354		$ 910,000	6.0067%	5.4651%	$ 838.08	$0.00	$ 415.58	$ 838.08	$ 1,253.66
469 W 152ND	5A	3	3	1354	730	$ 1,100,000	6.8163%	6.2017%	$ 951.04	$0.00	$ 471.60	$ 951.04	$ 1,422.64
469 W 152ND	1B	1	1	411		$ -	1.8233%	1.6589%	$ 254.39	$0.00	$ 126.15	$ 254.39	$ 380.54
479 W 152ND	1A	1	1	639		$ 335,000	2.8348%	2.5782%	$ 395.52	$0.00	$ 196.13	$ 395.52	$ 581.65
479 W 152ND	2A	2	2	835		$ 445,000	3.7043%	3.3703%	$ 516.84	$0.00	$ 256.29	$ 516.84	$ 773.12
479 W 162ND	3A	2	2	835		$ 450,000	3.7043%	3.3703%	$ 516.84	$0.00	$ 256.29	$ 516.84	$ 773.12
479 W 152ND	4A	2	2	835		$ 455,000	3.7043%	3.3703%	$ 516.84	$0.00	$ 256.29	$ 516.84	$ 773.12
479 W 152ND	5A	2	2	835		$ 460,000	3.7043%	3.3703%	$ 516.84	$0.00	$ 256.29	$ 516.84	$ 773.12
479 W 152ND	1B	3	2	1021		$ 716,000	4.5294%	4.1210%	$ 631.96	$0.00	$ 313.38	$ 631.96	$ 945.34
479 W 152ND	2B	3	2	1021		$ 721,000	4.5294%	4.1210%	$ 631.96	$0.00	$ 313.38	$ 631.96	$ 945.34
479 W 152ND	3B	3	2	1021		$ 726,000	4.5294%	4.1210%	$ 631.96	$0.00	$ 313.38	$ 631.96	$ 945.34
479 W 152ND	4B	3	2	1021		$ 731,000	4.5294%	4.1210%	$ 631.96	$0.00	$ 313.38	$ 631.96	$ 945.34
479 W 152ND	5B	3	2	1021		$ 736,000	4.5294%	4.1210%	$ 631.96	$0.00	$ 313.38	$ 631.96	$ 945.34
479 W 152ND	1C	4	2.5	1252		$ 793,000	5.5542%	5.0534%	$ 774.95	$0.00	$ 384.28	$ 774.95	$ 1,159.22
479 W 152ND	2C	4	2.5	1252		$ 798,000	5.5542%	5.0534%	$ 774.95	$0.00	$ 384.28	$ 774.95	$ 1,159.22
479 W 152ND	3C	4	2.5	1252		$ 803,000	5.5542%	5.0534%	$ 774.95	$0.00	$ 384.28	$ 774.95	$ 1,159.22
479 W 152ND	4C	4	2.5	1252		$ 808,000	5.5542%	5.0534%	$ 774.95	$0.00	$ 384.28	$ 774.95	$ 1,158.22
479 W 152ND	5C	4	2.5	1252		$ 813,000	5.5542%	5.0534%	$ 774.95	$0.00	$ 384.28	$ 774.95	$ 1,159.22
RESIDENTIAL TOTAL				22359	730	$ 14,377,000	100.0000%	90.9834%	$ 13,952.42	$0.00	$ 6,918.87	$ 13,952.42	$ 20,871.08
COMMUNITY FACILITY				2185		N/A	N/A	9.0166%	$ 406.33		N/A	$ 426.00	N/A
GRAND TOTAL				24544	730	$ 14,377,000	100.0000%	100.0000%	$ 14,358.75	$0.00	$ 6,918.87	$ 14,378.42	$ 20,871.08

FOOTNOTES TO SCHEDULE "A"

1. **Unit Designation.** The numbered designation of the Residential Units refers to the designation shown on the floor plans of the Residential Section which may be found in Part II of this Plan.

2. **Approximate Total Area.** The amounts shown are measured as described in the Architect's Description of Property and Improvements, contained in Part II of this Plan and may not reflect the floor area actually available for use. The amounts shown include 25% of the approximate floor area of any terrace, balcony, roof or courtyard appurtenant to a Residential Unit. Any floor plan or sketch contained in this Plan or shown to a prospective Purchaser is only an approximation within reasonable tolerances of the dimensions and layout of a typical Residential Unit. The amounts shown are approximate within reasonable tolerances and have been measured from the predominant interior surface of exterior walls, not including vertical shafts, elevators and stairwell, and as such the actual area comprising the Unit may be significantly less than the area listed in Schedule A. Each Residential Unit should be inspected prior to signing a Purchase Agreement in order to determine such Unit's actual dimensions, layout and physical condition. See also, "Description of the Property and Improvements" in Part II of this Plan.

3. **Offering Price.** Purchasers may purchase one or more Residential Units, subject to availability. In addition to the Offering Price, a Purchaser shall pay certain closing costs and adjustments, as more fully set forth in the section of this Plan entitled "Closing Costs and Adjustments" in Part I of this Plan. Offering Prices, as well as other terms and conditions of the Offering under this Plan, may from time to time be changed, amended or negotiated, solely in the discretion of the Sponsor, all as more fully explained in the section of this Plan entitled "Changes in Prices and Units" in Part I of this Plan. As a result, Purchasers may pay different prices for similar Residential Units.

4. **Common Interest.** In accordance with 339-(1) (1) (4) of the Act, the percentage of Common Interest appurtenant to each Residential Unit is computed based upon the floor space of the Residential Unit, giving effect to other factors of relative value, such as location, uniqueness, overall dimensions and the availability of Residential Limited Common Elements for exclusive or shared use. The percentage of Common Interest allocated to certain Residential Units may vary after the date of this Plan with the consent of all affected Residential Unit Owners, the Community Facility Unit Owner and amendment of the Declaration and this Plan. See section titled "Changes in Prices and Residential Units" in Part I of this Plan.

5. **Common Charges.** These amounts reflect a Residential Unit Owner's proportionate share of the projected cash requirements for operating the Condominium (including budgeted

reserves) as estimated for the projected first year of Condominium operation. The actual first year may be different. These amounts are expected to change over the years as operating expenses of the Condominium change. The Condominium Board will adopt a budget annually in an effort to reflect such changes. For a more complete description of such operating budget, including a budget for the first year of Condominium operation, see Part I, Schedule "B". Projected annual Common Charges payable by each Residential Unit Owner are determined by multiplying such Residential Unit Owner's Common Interest by the total projected cash requirements of the Condominium as set forth in the annual budget for each fiscal year.

Each Residential Unit Owner will be required to pay Common Charges monthly in advance, on the first day of each month. If not timely paid, the amount of such charges may become a lien on a Residential Unit Owner's Unit, which lien is enforceable by the Condominium Board. See Part I, "Rights and Obligations of Unit Owners."

6. **Real Estate Taxes.** The amounts shown reflect the estimated amount of real estate taxes, on a monthly and annual basis, payable by each Residential Unit Owner during the first year of Condominium operation, based upon projections for the entire Condominium prepared by Leitner Group, Inc., and summarized as follows:

2005/2006	
Actual Value (based upon 70% completion of the Improvements)	$ 95,284.00
Transitional Value (based upon 70% completion of the Improvements)	$ 95,284.00
Tax Rate (Class II)	
Annual Real Estate Tax	$ 11,756.00
2006/2007	
Actual value (based upon 100% completion)	$ 718,264.00
Tax Rate (Class II)	
Annual Real Estate Tax	$ 89,503.00

ESTIMATED RESIDENTIAL TAXES FOR FIRST YEAR OF OPERATION

First Month of Operation (2005/2006)	$ 980.00
Next 11 Months of Operation (2006/2007)	$ 82,044.00
Combined First Year of Operation (6/06-5/07)	$ 83,024.00

Pursuant to Article 18 of the Real Property Assessment Tax Law, real estate taxes are based on the lower of the actual value or transitional value. In the case of the Premises, the 2005/2006 real estate taxes will be based upon the transitional value which is lower than the actual value.

The projected real estate taxes payable by each Residential Unit owner are based upon the applicable Common Interest multiplied by the aggregate projected real estate taxes payable by all Condominium Unit Owners noted above, and does not include any potential effect upon the assessed valuation of a particular Residential Unit Owner due to improvements which a Residential Unit Owner may elect to make to his or her Residential Unit and which may result in a change in the assessed valuation of such Unit.

At Closing, unless the Unit being purchased has been separately apportioned for real estate tax purposes, such Purchaser will be required to deposit with the Sponsor a sum equal to the estimated real estate taxes attributable to his or her Unit for a pre-determined number of months following the Closing. The Sponsor shall hold such funds in escrow, to be utilized to pay a portion of the real estate taxes against the Premises, if necessary, until such time as each Residential Unit is separately assessed. If all or any portion of such funds are not required for that purpose, they shall be returned to the Purchaser. See Part I, "Closing Costs and Adjustments".

The foregoing projections are not guaranteed. The real estate taxes for future years will vary in accordance with the tax rate and each Unit's assessed valuation. There is no representation, guarantee or assurance that the New York City taxing authority will allocate taxes among Units in proportion to their respective Common Interests. If they are not so allocated, Unit Owners having the same Common Interests may be required to pay different amounts of real estate taxes. In addition, no representation, warranty or assurance is given as to the amount of the assessed valuation of the Premises, any Unit, the applicable tax rate in effect for any future tax year or the amount of real estate taxes which will be due with respect to a Unit.

For federal income tax purposes, a Unit Owner who itemizes his or her deductions should be entitled to an annual tax deduction for real estate taxes as well as interest paid, if any, on a mortgage obligation incurred to acquire a Unit, if such Unit is used as his or her principal residence or as a second residence, subject, however, to certain exceptions and limitations that are more particularly discussed in the Opinion of Counsel.

Each Unit Owner should, for New York State and New York City income tax purposes, be entitled to similar deductions for real estate taxes and mortgage interest paid or accrued during each taxable year. The amount deductible by a Unit Owner may vary in subsequent years due, for instance, to changes in (a) the assessed valuation of the Unit, (b) the applicable tax rate, (c) the method of assessing real property which results in a change in real property taxes, or (d) the amount of interest paid by the Unit Owner on his or her outstanding mortgage indebtedness. Availability of such benefits and the conditions applicable thereto are described in the opinion of Herzfeld & Rubin, P.C., included in Part II of this Plan and also described in the section of Part I of this Plan titled "Real Estate Taxes".

Using the projected actual valuation and estimated tax rate noted above, the total projected annual post completion real estate tax for the Residential Section would be

$89,503.00. The projected real estate taxes payable by each Residential Unit Owner are based upon the applicable Common Interest multiplied by the aggregate projected real estate taxes payable by all Residential Unit Owners noted above, and does not include any potential effect upon the assessed valuation of a particular Residential Unit due to improvements which a Residential Unit Owner may elect to make to his or her Residential Unit and which may result in a change in the assessed valuation of such Unit.

7. **Estimated Carrying Charges**. The amounts of the projected monthly and annual carrying charges reflect the projected Common Charges and real estate taxes payable (on a monthly and an annual basis) with respect to each Unit for the projected first year of Condominium operation. Carrying charges will vary in the future as common charges and real estate taxes vary. Projected carrying charges do not include costs for which each Unit Owner shall be separately responsible, including, by way of example, the costs of electricity, cable television service, fire insurance covering personal property and fixtures within the Unit, liability insurance, and the cost of repairs, maintenance and decorating incurred with respect to a Unit. Each Unit Owner shall also be responsible for payment of principal and interest to a lender if the Unit Owner has elected to finance any portion of the Purchase Price.

SCHEDULE "B"

469-479 West 152nd Street Condominium

Projected Budget for the First Full Year of Condominium Operation

August 1, 2006 – July 31, 2007

PROJECTED INCOME:	
Common Charges (1).....	$ 172,305
TOTAL PROJECTED INCOME.....	$ 172,305
PROJECTED EXPENSES:	
Salary, Wages, Payroll Taxes & Benefits (2).....	$ 26,962
Gas Heat (3).....	$ 1,518
Electricity (4).....	$ 33,860
Water & Sewer (5).....	$ 5,965
Repairs & Maintenance (6).....	$ 15,000
Services & Supplies (7).....	$ 35,200
Insurance (8).....	$ 14,300
Management Fee (9).....	$ 20,000
Legal & Auditing Fees (10).....	$ 6,000
Administration (11).....	$ 6,000
Contingency (12).....	$ 7,500
TOTAL PROJECTED EXPENSES (13).....	$172,305

The accompanying notes are an integral part of this Schedule B and should be read in conjunction herewith

Notes to Schedule B

(1) COMMON CHARGES - (Budget - $ 172,305)

The estimated Common Charges to be collected from Unit Owners during the first year of Condominium operation are based upon the assumption that the first year of Condominium operation will be the twelve months commencing August 1, 2006. The actual first year of operation may be earlier or later.

The Common Charges payable by the Community Facility Unit are sufficient to cover the expenses fairly attributable to such unit.

Projected Income	Total	Residential Unit	Community Facility Unit
Common Charges (1)			
Residential Unit Common Charges	$ 167,526	$ 167,526	
Community Facility Common Charges	$ 4,779	_____	$ 4,779
Total Projected Income	$ 172,305	$ 167,526	$ 4,779
Projected Expenses			
Salary, Wages, Payroll Taxes (2) & Benefits	$ 26,962	$ 25,771	$ 1,191
Gas Heat (3)	$ 1,518	$ 1,518	$ ---
Electricity (4)	$ 33,860	$ 33,710	$ 150
Water & Sewer (5)	$ 5,965	$ 5,965	$ ---
Repairs & Maintenance (6)	$ 15,000	$ 14,337	$ 663
Services & Supplies (7)	$ 35,200	$ 34,802	$ 398
Insurance (8)	$ 14,300	$ 13,668	$ 632
Management Fee (9)	$ 20,000	$ 19,116	$ 884
Legal & Auditing Fees (10)	$ 6,000	$ 5,735	$ 265
Administration (11)	$ 6,000	$ 5,735	$ 265
Contingency (12)	$ 7,500	$ 7,169	$ 331
Total First Year Budget	$172,305	$167,526	$ 4,779

In the event the projected commencement date of the first year of Condominium operation is to be delayed more than six (6) months from the anticipated date of the First Closing, the Plan will be amended to include a revised budget disclosing the then current budget

projections. Sponsor will not declare the plan effective if any material changes to the budget are not yet disclosed in an amendment to the plan.

If the Common Charges in the revised budget projections exceed the earlier budget projections by twenty-five percent (25%) or more, the Sponsor will offer all purchasers the right to rescind their Purchase Agreements and have their Deposits refunded to them, whether or not the Sponsor offers to guarantee the earlier budget projections.

(2) SALARIES, WAGES, PAYROLL TAXES & BENEFITS - (Budget - $26,962)

The budgeted amount includes the cost of a part time non-resident superintendent. The superintendent will maintain the premises, collect refuse, clean, make minor repairs, and maintain the mechanical systems of the building. The superintendent is available 24 hours per day, 7 days a week for emergencies, and for the purposes of this Offering Plan, part time denotes a work week of no less than 24 hours per week, and the actual hours of the Superintendent will be determined by the Board of Managers.

Part-Time Non-Resident Superintendent	
@ 450 per week	$23,400
FICA @ 7.65% of wages	$ 1,790
Workers Compensation @ 5.5% of total wages	$ 1,287
FUTA/FUI/Unemployment Insurance @ 425	$ 425
Disability @ $60	$ 60
	$26,962

(3) GAS HEAT, HOT WATER - (Budget - $1,518)

The budgeted amount is based upon a letter from Jack Green Associates, 148 West 37th Street, New York, NY dated July 28, 2005. It is anticipated that the annual consumption of gas for heat and hot water for the Common Elements will be approximately 1380 therms at $1.00 per therms for a total cost of heat $1,380. A 10% inflation factor has been added.

Heat and Hot water for each apartment and the Community Facility will be separately metered and charged to the individual Unit Owner.

It is not possible to predict how closely the budgeted figure will reflect the actual cost of gas for heat and hot water during the first year of Condominium operation, because such cost will vary with the level of consumption and the price of gas. Consumption will be affected by the severity of the weather and by any conservation measures adopted by the Condominium Board or individual unit owners.

(4) ELECTRICITY - (Budget - $33,860)

The electricity consumption for the first year of Condominium operation for the common areas was estimated by Jack Green Associates, 148 West 37th Street, New York,, NY, a letter dated July 28, 2005, at 219,876 kilowatt hours of electricity, at a average rate of $.14 per kilowatt hour of electricity, resulting in an annual cost of 30,780. This estimate includes costs for, common area air conditioning units, distribution pumps, miscellaneous floor loads, elevators and lighting. Electricity costs can vary depending upon consumption and demand factors. A 10% inflation factor has been added.

These costs are only the estimated electricity costs for the Common Elements within the building and have been allocated 90 percent to the Residential Common Elements and charged to the Residential Units, with the remaining 10 percent allocated to the General Common Elements within the Condominium.. The Community Facility is allocated 50% of its Common Interest Percentage for expense based upon its expected usage.

Each unit will be individually metered or submetered for consumption of electricity within their own units.

(5) WATER & SEWER – (Budget – (5,965)

The building will have a single main water meter, which will measure actual water usage. Based upon a letter from Jack Green Associates dated July 28, 2005, water and sewer charges are based upon a combined charge of $4.14 per 100 Cu. Ft. and an estimated usage of 1310 C.C.F.

The annual water and sewer charges during the first year of condominium operation is estimated at $5,424. A 10% inflation factor has been added.

(6) REPAIRS & MAINTENANCE – (Budget - $15,000)

Since the Building will be newly renovated it has no operating history upon which to project future costs of repairs and maintenance. No major capital repairs are included in the First Year's Budget since the mechanical systems will be newly refurnished. Future major capital repairs to the Common Elements will be borne by all Unit Owners.

The budgeted figure for this item includes the cost of normal maintenance and repairs to the Common Elements of the Building that are the responsibility of the Condominium. Each Unit Owner will be responsible for the cost of the interior maintenance, repairs, decoration and painting of their respective units, including the appliances, incremental heating/air-conditioning units and any Limited Residential Common Elements appurtenant thereto.

(7) SERVICE & SUPPLIES - (Budget - $35,200)

The budgeted amount includes the cost of cleaning equipment and miscellaneous supplies for the Common Elements, as well as the anticipated cost of service contracts during the first year of Condominium operation.

All of the mechanical systems within the Building will be refurbished, and some will be under a full service maintenance contract for the first year of Condominium operation from the contractor who will install the system. No maintenance or service contracts have been entered into as of the date of the Plan. The budgeted amounts are based upon the experience of the Sponsor's budget expert in operating similar buildings. While this Schedule B includes a reasonable allowance for possible increases in cost that may occur prior to and during the first year of Condominium operations, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

It is projected that the Condominium will enter into maintenance agreements for the following services:

Heating and Cooling System	$ 3,300
Elevator Maintenance	$ 9,200
Sprinkler System/ Fire Protective Alarm System	$ 5,000
Exterminator	$ 2,500
Water Treatment	$ 1,000
Intercom/Security System	$ 2,500

MISCELLANEOUS SUPPLIES

The Condominium staff will be responsible for the cleaning and maintenance of the Common Elements. The estimated budgeted cost for cleaning supplies, plastic bags and other building supplies are estimated at $15,000 during the first year of Condominium operation.

(8) INSURANCE – (Budget - $14,300)

Based upon the proposal dated May 16, 2005 from The Rampart Group, having an office address at 1983 Marcus Avenue, Lake Success, NY. The following insurance coverage will be obtained for the Building for the first year of Condominium operation:

A Comprehensive Condominium Package Policy, including Boiler & Machinery and Water Damage, with the following General Coverage and Limits:

Property Policy

$5,200,000	Building "All Risk", Special Form, Agreed Amount, No Co-insurance, Replacement Cost, $5,000 Deductible, Terrorism Included – Personal Property.
	Business Income – Actual Sustained Loss – 80% Co-Insurance
	Business Personal Property - $1,000 Deductible – 80% Co-Insurance
$1,000,000	Flood - $25,000 Deductible

$1,000,000	Earthquake – 5% deductible
$ 250,000	Increased Cost of Construction or Demolition
$ 250,000	Back-up of Sewers and Drain/Underground Water Supply
Included	Boiler & Machinery – Direct & Indirect Loss
Included	Building Ordinance
Included	Property Enhancement Endorsement

General Liability Policy

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$1,000,000	Personal & Advertising Injury
$ 100,000	Fire Legal Liability
$ 5,000	Medical Payments
$1,000,000	Employee Benefits Liability - $1,000 Deductible
$1,000,000	Water Damage Legal Liability - $3,000 Deductible
$1,000,000	Non-Owned Automobile/Hired Car
	No Lead Exclusion, No Mold Exclusion, Additional Insured - Mortgagee
Included	Knowledge or Notice of Occurrence
Included	Unintended Errors & Omissions
$1,000,000	Directors & officers Liability - $2,500 Deductible Per Claim

Umbrella Liability

$100,000,000 – Umbrella Liability

$10,000 – Self Insured Retention

The annual premium for the above mentioned insurance policy is estimated to be $14,300.

The fire, casualty and general liability insurance carried by the Condominium will provide that each unit owner is an additional insured party; that there will be no cancellation without notice to the Condominium Board and Permitted Mortgagees; a waiver of subrogation; a waiver of invalidity because of the acts of the insured and Unit Owners; and a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

Each individual Unit Owner should consider the desirability of obtaining additional insurance at his own cost for the following coverage, which is not included in the above coverage:

- fire or casualty losses to the contents of his unit and any replacements, additions, upgraded fixtures and improvements therein; and

- liability for personal injury or property damage as a result of occurrences in his Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the Unit.

(9) MANAGEMENT FEE - (Budget - $20,000)

At or prior to the First Closing, the Condominium will enter into a management agreement with Penmark Realty Corp., having an office address at 5 East 86th Street, New York, NY 10028, a real estate management firm. The agreement will be for an initial term of 2 year. Thereafter, the agreement will be automatically renewed from year to year, but may be cancelled by either party without cause, upon not less than sixty (60) days' prior written notice.

The Managing Agent will receive an annual fee of $20,000 payable in equal monthly installment of $1666.67. The Managing Agent's fee for the first year of Condominium operation is comparable to the "going rate" for similar services in comparable buildings.

See the section of the plan entitled "Agreements Affecting Building Operations" for further details.

(10) LEGAL & AUDIT FEES – (Budget - $6,000)

The Condominium will engage a law firm to act as the attorney for the Condominium. The estimated cost for minor legal services which do not include special collection matters or litigation for the Condominium's first year is $1,000. It is anticipated that the Condominium will enter into an agreement with Hyman & Associated CPA, located at 580 Sylvia Avenue, Englewood Cliffs NJ, to provide audit tax returns preparation and financial statement preparation services for the Condominium. It is estimated that the first year cost for these services will be $5,000.

(11) ADMINISTRATION – (Budget - $6,000)

The budgeted amount includes anticipated expenses for telephone, beepers, postage, printing, miscellaneous office supplies, payroll processing costs, permits and fees and local telephone usage in the Resident Manager's office.

This budgeted item has been allocated to the Community Facility based on 50% of its Common Interest Percentage.

(12) CONTINGENCY – (Budget - $7,500)

This item is included in the budget to provide funds for unforeseen increases in Residential Common Expenses and General Common Expenses before or after the First Closing or to cover expenses not included in this budget.

(13) TOTAL PROJECTED EXPENSES – (Budget - $172,305)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from August 1, 2006, through July 31, 2007.

IN THE OPINION OF PENMARK REALTY CORP., HAVING AN OFFICE AT 5 EAST 86TH STREET, NEW YORK, NEW YORK 10028. THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

SCHEDULE B-1

SCHEDULE OF PROJECTED RESIDENTIAL UNIT ELECTRICITY COSTS

Approximate Apartment Size (Unit #)	Projected Annual Consumption (KWH)	Projected Annual Cost ($)
^1188 SF (1A (D))	8,142	1,140
^1354 SF (2A/3A/4A/5A)	16,600	2,240
^411 SF (1B)	8,142	1,140
*639 SF (1A)	8,142	1,140
*835 SF (2A/3A/4A/5A)	11,570	1,620
*1021 SF (1B/2B/3B/4B/5B)	16,600	2,240
*1252 SF (1C/2C/3C/4C/5C)	20,829	2,790

The foregoing projections for lighting, appliances, and air conditioning, are based upon estimates prepared by Lawrence Green, P.E. The current rate of electricity is $0.14 KwH (including sales tax). The inflation factor is 10%.

No representation or guaranty is made that a particular Residential Unit Owner's actual electricity costs will be as projected. Indeed, actual costs will vary from the projections due to such factors as (i) different usage among Residential Unit Owners, (ii) differences in unit size and shape, (iii) weather conditions, and (iv) rate fluctuations.

^ indicates apartments located at 469 West 152nd Street.
* indicates apartments located at 479 West 152nd Street.

PENMARK
REALTY CORP

PART 23: LETTER TO ATTORNEY GENERAL
RE: REAL PROPERTY LAWSECTION 339-i.(1) (iv) COMPLIANCE

August 8, 2005

New York State Department of Law
Investment Protection Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: Condominium Offering Plan
469/479 West 152nd Street Condominium
469/479 West 152nd Street
New York, New York ("Property")

Dear Sir/Madam:

Hamilton Heights Partners LLC. ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property retained Penmark Realty Corporation ("Firm") to review the percentage of Common Interest in the Common Elements allocated to each Unit in the Property set forth in Schedule A of the Offering Plan.

The Firm is licensed as a real estate brokerage firm in the State of New York. The principals of the Firm have been engaged in the real estate and brokerage business for over 32 years and have been actively associated with sale and management of condominium and cooperative buildings.

The Firm has been advised by Sponsor that the Common Interest of each Unit has been determined in accordance with Real Property Law Section 339-i.(1) (iv) based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv).

In the Firm's opinion, within the framework of Real Property Law Section 339-i.(1) (iv), this method of determining Common Interest is reasonable and equitable.

The Firm certifies that it is not owned or controlled by Sponsor and that it has no financial interest in the offering other than its fee for services rendered in connection with the preparation of this letter. The Firm understands that a copy of this letter is intended to be incorporated into the Offering Plan.

All capitalized terms not defined in this letter shall have the meaning ascribed to them in the Offering Plan.

Very truly yours,

PENMARK REALTY CORPORATION

By: _____
Name: Bernard Friedman
Title: President

HERZFELD & RUBIN, P.C.
ATTORNEYS AT LAW
40 WALL STREET
NEW YORK, N Y 10005-2349

TELEPHONE: (212) 471-8500
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WWW.HERZFELD-RUBIN.COM

August 12, 2005

469/479 West 152nd Street Condominium
c/o The Board of Managers
469/479 West 152nd Street,
New York, New York

Re: 469/479 West 152nd Street

Gentlemen:

The New York Condominium Act (NYS Real Property Law Article 9-B) provides in Section 339-i(l) that each unit in a condominium shall have appurtenant to it a "common interest" (a **"Common Interest"**) as expressed in the declaration. Section 339-i(l) provides further that there are four different methods of allocating such common interest.

With respect to the condominium project you propose to develop at 469/479 West 152nd Street, New York, New York (the **"Condominium"**) you have advised us that the Common Interest to be appurtenant to each unit at the Condominium (each a "Unit" and collectively the "Units") in the declaration of condominium (the **"Declaration"**), a draft of which is contained in your offering plan for the Condominium, is to be calculated based upon floor space, subject to location of such space and such additional factors of relative value to the other space in the Condominium, the uniqueness of the Unit, the availability of the Common Elements (as defined in the Declaration) for exclusive use or shared use, and the overall dimensions of the particular Unit. This formula is substantially consistent with that permitted by Section 339-i(l)(iv) of the Condominium Act and thus constitutes a permitted method of allocating Common Interest.

A letter to you from Penmark Realty Corp., dated August __, 2005 and included in your offering plan for the Condominium states that Penmark Realty Corp. has calculated the Common Interest for each Unit at the Condominium in consultation with your architect pursuant to the foregoing formula.

We have not independently verified the accuracy of statements made to us by you or the statements made to you by Penmark Realty Corp. nor have we verified the accuracy of the calculations of Common Interest provided by you to us. We have, however, relied on and assumed the accuracy of these representations and calculations in rendering our opinion.

If the representations made by you to us and by Penmark Realty Corp. to you are true and correct as of the date of the Declaration, and if indeed the Common Interest appurtenant to Units at the Condominium set out in the Declaration is calculated in a manner consistent with Condominium Act Section 339-i(l)(iv), then compliance with the Condominium Act Section 339-i(l) will have been achieved.

Very truly yours,

HERZFELD & RUBIN, P.C.

Herzfeld + Rubin, P.C.

CHANGES IN PRICES AND UNITS

Changes in Prices

Residential Units are offered at the prices set forth in Schedule A, but Sponsor reserves the right to negotiate prices on an individual basis. Offering prices will be decreased or increased by an amendment to the Plan prior to the new price's use if the change in price is an across-the-board change affecting one or more lines of Units or is a price to be advertised. However, as purchase prices may be changed by Sponsor on an individual basis, Sponsor reserves the right to decrease purchase prices or modify other terms of sale relating to price without filing an amendment to the Plan at any time during the offering if such reduction in purchase price or modification of such other terms of sale is the result of an individually negotiated transaction. Further, Sponsor may enter into an agreement with a purchaser to sell one or more Units at prices higher than those set forth in Schedule A, provided that an amendment containing the new price is submitted to the Department of Law prior to the price's use. An amendment whose sole purpose is to effect a change in price shall be effective immediately upon its receipt by the Department of Law.

No changes will be made in the size or number of Units and/or their respective percentages of Common Interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Plan and, when applicable, to the Declaration.

Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if a Purchase Agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default thereunder.

Unless all Purchaser's consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements.

Sponsor shall have the right to negotiate changes in other offering terms, as more fully set forth in Part I of the Plan, section titled "Rights and Obligations of Sponsor."

Changes in Units

In order to meet the possible varying demand for number and type of Units, or to meet the particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right at any time, both before and after recording the Declaration, with respect to Units owned by Sponsor, to 1) change or reverse the layout of any Unit and make adjustments in interior dimensions of Units, 2) change the number of rooms in any Unit, 3) change the size and/or number of Units by subdividing one or more such Units into two or more separate Units, combining separate Units into one or more Units, altering boundary walls of Units, or otherwise, including, without limitation, incorporating any wall, hallway or portion thereof, space, or other area abutting a Unit or Unit(s) owned by Sponsor into one or more of said Units or otherwise, and 4) if appropriate, reapportion the Common Interest and Allocation Percentage among the

Units affected by such change. However, Common Interest need not be reapportioned if a portion of the public hallway is incorporated into a Unit or Units as described above.

Notwithstanding the foregoing, except for changes necessitated by site conditions, no material change in size, dimension, floor space, Common Interest or layout will be made to a Unit for which a Purchase Agreement has been executed and delivered to Sponsor without the consent of the Purchaser, unless the Purchaser has defaulted under said Purchase Agreement, was notified of the default and failed to cure said default as provided for in the Purchase Agreement, and Sponsor has terminated the Purchase Agreement. It should be noted in this regard that if the layout and dimensions of a Unit conform substantially to the Plans and Specifications, subject to Sponsor's right to make changes necessitated by site conditions, a Purchaser will not be excused from purchasing the Unit for such reason and will not have any claim against Sponsor as a result of such insubstantial deviation. Sponsor will have no liability to any Purchaser nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for Purchaser's Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of a minor inaccuracy or error in the floor plans.

Sponsor represents that no material change will be made in the size of Residential Units, their respective percentage of interest in the Common Elements, or in the amount or quality of Common Elements except by amendment to the Plan, subject, however, to Sponsor's right to make changes pursuant to the foregoing or as a result of site conditions, without filing an amendment to the Plan. In the event that the Declaration has already been filed at the time of such change, the Declaration will also be amended by the Sponsor, as necessary, with the consent of all Unit Owners directly affected, if such consent is required by law or by the Declaration or by the By-laws.

Notwithstanding anything in this Offering Plan to the contrary, if Sponsor must make material changes to size, dimension, Common Interest, floor space or layout of Units due to site conditions, governmental requirements or other circumstances beyond Sponsor's control, Sponsor will amend the Plan accordingly to disclose the changes. Any Purchaser under contract to purchase a Unit whose purchase would be substantially adversely affected by such changes, will have the right to rescind the Purchase Agreement and receive back the Down Payment made thereunder together with interest earned thereon.

INTERIM USE AND OCCUPANCY AGREEMENTS

Subject to all applicable Zoning Laws and pursuant to an issued certificate of occupancy, Sponsor or its designee reserves the right, freely and without restriction, to rent or lease vacant Units to Purchasers and non-Purchasers at any time, both before and after the First Unit Closing. However, once a Purchase Agreement is signed for a vacant Unit, and for so long as such Purchase Agreement is in effect, such Unit at Sponsor's sole option may only be rented to the Purchaser thereof. Such agreement (an "Interim Use and Occupancy Agreement") will be for such use and occupancy fee, but not to exceed the maximum of such fee legally collectible, and upon such other terms as may be mutually agreed upon. The term of such Interim Use and

Occupancy Agreement, if any, shall be for a period which will expire on the earlier of the date of the closing of such Unit or one year after the execution date of the Agreement. In the event this Plan is abandoned, the Purchaser may, at anytime at his or her sole option, cancel the Use and Occupancy Agreement, if any, and remove from the Building upon thirty (30) days prior written notice to the Sponsor at the address set forth on the cover page of this Plan. Additionally, in the event of such abandonment, the Purchaser who has entered into an Interim Use and Occupancy Agreement shall continue to be subject to whatever rental laws he or she was subject to prior to such abandonment, if any. Should Purchaser rescind his or her Purchase Agreement pursuant to any permitted rescission, the Interim Use and Occupancy Agreement shall terminate thirty (30) days thereafter and Purchaser shall be obligated to vacate the apartment no later than that time.

An Interim Use and Occupancy Agreement will provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the Interim Use and Occupancy Agreement, entitling the landlord (i.e., Sponsor), at its sole option, to terminate the Interim Use and Occupancy Agreement. The Purchase Agreement shall also contain a similar cross-default provision entitling Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under the Interim Use and Occupancy Agreement within any applicable grace period. However, before the Sponsor may utilize a default under the Interim Use and Occupancy Agreement to declare a default under the Purchase Agreement, the Sponsor must (i) obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the interim occupant or (ii) the interim occupant must have vacated the Unit. The interim occupant must vacate the Unit within five (5) days after any default under the Purchase Agreement which remains uncured after five (5) days. No portion of the rental paid under an Interim Use and Occupancy Agreement will be credited toward the Unit's purchase price.

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

PROCEDURE TO PURCHASE

Generally

Any person interested in purchasing a Residential Unit in 469/479 West 152nd Street Condominium, must apply at the Sales Office for an Offering Plan. Upon receipt of the Offering Plan, a potential purchaser must tender $100 by check payable to the order of "469/479 West 152nd Street Condominium-Special Account." These funds will be held in escrow by Selling Agent. The deposit is a non-binding expression of interest and does not constitute a reservation or obligation. The deposit will be fully refunded, without interest, upon the return of the Plan (in good condition) to Selling Agent within fifteen (15) days of the potential purchaser's receipt of

the Plan or upon execution of a Purchase Agreement, whichever is earlier. However, if within the 15-day period following receipt of the Plan the recipient does not execute a Purchase Agreement and does not return the Offering Plan, the $100 deposit becomes non-refundable and may be retained by Sponsor.

Purchasers will be afforded an opportunity to review the Offering Plan and all filed amendments thereto, prior to executing a Purchase Agreement, the form of which is contained in Part II of this Plan. The Purchase Agreement shall be binding on Purchaser if accepted by Sponsor as set forth below.

A potential purchaser generally shall be permitted to execute a Purchase Agreement after having had a period of at least three (3) business days to review the Plan. A Purchaser who executes a Purchase Agreement and deposits the requisite down payment without having the opportunity to review the Offering Plan for three (3) business days, shall have the right to rescind the Purchase Agreement and receive back the down payment check tendered to Sponsor within seven (7) days after the execution of the Purchase Agreement, provided Purchaser's written notice of rescission is personally delivered to Selling Agent at the Sales Office by the end of the seventh calendar day after execution of the Purchase Agreement or mailed to Selling Agent at the Sales Office and post marked within the seven (7) day period.

Upon signing a Purchase Agreement for a Unit, Purchaser shall make a down payment equal to ten (10 %) percent of the purchase price for the Unit in accordance with the terms of the Purchase Agreement.

Within ten (10) business days after delivery by Purchaser to Selling Agent of an executed Purchase Agreement, together with the required down payment, Sponsor will either accept the Purchase Agreement and cause to be returned to Purchaser a fully executed counterpart thereof, or reject the Purchase Agreement and refund the down payment tendered (without interest). Sponsor reserves the right to request thorough identification and financial information concerning prospective purchasers, subject to limitations imposed by law. The Purchase Agreement will not be binding upon Sponsor until a copy executed by or on behalf of Sponsor is delivered to Purchaser.

Sponsor reserves the right at any time and from time to time for any reason whatsoever (except as prohibited by law), without prior notice or prior amendment to the Plan, to refuse to accept and execute a Purchase Agreement for any Unit or a Purchase Agreement or Purchase Agreements (as the case may be) for more than one Unit to any one person or entity. Sponsor also reserves the right without prior notice or prior amendment to the Plan, to hold one or any other number of Units off the market and to not offer same for sale from time to time and at any time during this offering.

Sponsor also reserves the right to sell Residential Units to investor-Purchasers who do not intend to reside in the Unit and/or who intend to rent out the Unit(s) they purchase, as well as to Purchasers for occupancy.

Financing Available to Purchasers

No representation, warranty or assurance is given by the Sponsor, or any other person acting on its behalf, as to the availability, cost or other terms of financing available from any other prospective lender. A Purchaser may apply for a loan to finance the purchase of a Unit through a lender or through a mortgage broker. However, Sponsor will not agree to make a Purchase Agreement contingent upon Purchaser's receipt of a financing commitment from any lender.

A Purchaser will be granted a loan contingency under the Purchase Agreement only in the absolute discretion of Sponsor. If a Purchaser is granted a loan contingency, such contingency will be deemed to be satisfied whether or not conditioned on other factors, except for an appraisal. In such case, the Purchase Agreement will be contingent upon the issuance of a loan commitment, not upon the funding of such loan by the lending institution. The withdrawal by such lending institution of its loan commitment for any reason, including but not limited to, a change in Purchaser's financial condition or an inability to obtain an extension of such commitment, shall not relieve a Purchaser of Purchaser's obligations under the Purchase Agreement. In the event that Sponsor grants to a Purchaser a loan contingency, Purchaser will be obligated to make application for the loan through Intercontinental Funding, LLC, a mortgage broker registered in the State of New York, or Commerce Bank, N.A. (the ***"Permitted Lenders"***).

Escrow and Trust Fund Requirements

Sponsor will cause all cash down payments received from Purchasers, directly or through Sponsor's agents or employees, other than the deposit for a copy of the Plan, to be delivered to Sponsor's Offering Plan Counsel, Herzfeld & Rubin, P.C., to be held in escrow in accordance with this Plan.

Herzfeld & Rubin, P.C. will be the Escrow Agent for down payment monies received from Sponsor and will promptly invest all cash down payment monies received from Sponsor in a segregated special attorney trust sub-account of a master escrow account at Citibank, N.A. office located at 120 Broadway, New York, New York 10271 entitled "Herzfeld & Rubin, P.C., Attorney Trust Account for 469/479 West 152nd Street Condominium" (the ***"Escrow Account"***). This bank has advised Escrow Agent that each deposit made on account of a particular Purchaser is insured by Federal Deposit Insurance Corporation ("FDIC") insurance to a maximum of $100,000 per individual deposit. If a Purchaser makes a downpayment in excess of $100,000 for the purchase of a Unit, it is a special risk of this offer that such deposit will not be federally insured in excess of $100,000. No representation or guarantee is made by Escrow Agent, however, that the FDIC will insure any depositor's funds, if and when called upon to do so.

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any legal obligation of the Escrow Agent to bold the down payment funds as trust funds pursuant to law, is absolutely void. Purchasers shall not be

obligated to pay any legal or other expense of Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

The Escrow Account will be an interest-bearing account. All interest earned will be paid or credited to Purchaser at or following closing or to Sponsor following a default by Purchaser under its obligations under the Purchase Agreement, which default has not been cured within the cure period referred to in the portion of the Section entitled "Closing Of Title To Units" in Part I of this Offering Plan. The interest rate to be earned will be the prevailing rate from this type of account as stated by Citibank, N.A. at the time of the initial deposit and as provided thereafter. Interest will begin to accrue when the down payment funds "clear" in accordance with the requirements of Federal law governing the deposit of funds.

Within five (5) business days after tender by Purchaser of the down payment submitted with the Purchase Agreement signed by all necessary parties, the down payment funds shall be delivered to Escrow Agent for deposit into the Escrow Account, and within ten (10) business days after such tender, provided Escrow Agent has received the funds, Purchaser will be notified by Escrow Agent of the deposit and the account number. Notice mailed to a Purchaser at the address set forth in the Purchase Agreement shall be deemed to be delivered to the Purchaser and received by the Purchaser hereunder, whether or not it is actually received, and shall be deemed received on the date mailed.

If the Purchaser does not receive notice of deposit of the down payment within fifteen (15) business days after tender of the down payment funds, Purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within ninety (90) days after tender by Purchaser of the deposit. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrow funds were timely deposited and requisite notice was timely mailed to the Purchaser in conformity with the Attorney General's regulations.

The Escrow Agent will hold funds in escrow until: (a) Purchaser's closing under the Purchase Agreement, in which event the funds will be paid to Sponsor (or anyone Sponsor directs), without any further authorization by Purchaser required, or (b) Purchaser's permitted rescission of the Purchase Agreement (in which event the funds will be paid to Purchaser), or (c) Sponsor's termination of the Purchase Agreement following Purchaser's continuing default under the Purchase Agreement after delivery to Purchaser by Sponsor of a notice of default and expiration of the applicable cure period in accordance with the Plan and the Purchase Agreement (in which event the funds will be paid to Sponsor), or (d) otherwise directed in a writing signed by both Sponsor and Purchaser directing the disposition of such funds, or (e) otherwise directed by a determination of the Attorney General directing the disposition of such funds pursuant to the dispute resolution procedures contained in the Attorney General's regulations, or (f) otherwise directed by a judgment or order of a court of competent jurisdiction directing the disposition of such funds, or (g) the Escrow Agent is changed in connection with a transfer of funds to a new escrow agent, or (h) Sponsor's abandonment of the Plan (in which event the funds will be paid to Purchaser).

If there is no closing under the Purchase Agreement and there is no written agreement between the parties to release the escrow funds, and if there is no court order or Attorney General determination respecting disposition of the funds, Escrow Agent shall not pay the funds to Sponsor until Escrow Agent has given Purchaser written notice of at least ten (10) business days. For purposes of this provision, notice shall be deemed given if actually delivered to the Purchaser or Purchaser's counsel or if mailed to Purchaser or Purchaser's counsel at the address set forth in the Purchase Agreement whether or not it is actually received, and shall be deemed given five (5) business days after the date mailed. Thereafter, the funds may be paid to Sponsor unless Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General's regulations and the Escrow Agent has received actual prior notice of such application in writing from Purchaser in accordance with the dispute resolution provisions. Escrow Agent shall be entitled to act upon any document believed by it, in its reasonable judgment, to be genuine. Release of funds from the Escrow Account requires written authorization from Ian Ceresney, Bernard Wald or Kevin Vernick.

Sponsor will not object to the release of the escrow funds to a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan.

Purchasers and the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the down payment and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is contained in Part II of the Plan. The party applying for a determination must send all other parties a copy of the application by certified mail, return receipt requested. Pending determination of the Attorney General to grant or deny the application to release escrow funds, Sponsor, Purchaser, and Escrow Agent are to abide by any interim directive issued by the Attorney General.

Escrow Agent is obligated to maintain all records concerning the Escrow Account for seven years after release of funds.

Subject to the foregoing, in the event of an uncured default by Purchaser, the down payment plus interest earned thereon, may be retained by Sponsor as liquidated damages.

Closings

The First Unit Closing will be held at least thirty (30) days following the date an amendment reflecting that Sponsor has declared the Plan effective as described in Part I of the Plan, has been accepted for filing by the Department of Law. All Purchasers will be given at least thirty (30) days prior written notice of their closing. The scheduled closing date listed in that notice is referred to as the "Original Scheduled Closing Date". Such notice will remind Purchasers that the balance of the purchase price is due at closing and will provide information as

to payment and/or adjustment of Common Charges and real estate taxes for the month in which title closes. Purchaser may in writing waive the thirty (30) day prior written notice requirement.

At the time of closing each Purchaser will be required to pay the New York City Real Property Transfer Tax, the New York State Real Estate Transfer Tax and the Mansion Tax, if any, with respect to the Unit.

At closing, the balance of the purchase price shall be paid by an unendorsed bank or cashier's check(s) or unendorsed personal certified check(s) of Purchaser drawn on or issued by a New York bank, trust company or other New York lending institution which is a member of the New York Clearing House Association, payable to Sponsor (or to any one Sponsor designates or directs). Alternatively, at Purchaser's request, Sponsor will cooperate to facilitate wire transfers of the balance of the purchase price due at closing.

At closing Sponsor will provide Purchaser with a FIRPTA certification, and, if Purchaser is not financing the purchase, with a copy of Form 1099S which Sponsor will cause to be filed following the closing, with the Internal Revenue Service. If Purchaser is financing the purchase, Purchaser's lender's attorneys shall be obligated to file Form 1099S and to provide a copy thereof to Sponsor at the closing.

At the time of closing each Purchaser will be required to sign a power of attorney to the Board of Managers in the form contained in Part II of the Plan.

A Purchaser who fails to pay the balance due under the Purchase Agreement on the Original Scheduled Closing Date or any permitted adjournment thereof, or fails to honor any other obligation under the Purchase Agreement, will be in default under the Purchase Agreement. Sponsor shall notify any such Purchaser of Purchaser's default in writing, shall specify the reason Purchaser is in default and shall grant Purchaser a period of at least ten (10) business days within which to cure said default. **SPONSOR RESERVES THE RIGHT TO MAKE TIME OF THE ESSENCE WITH RESPECT TO PURCHASER'S OPPORTUNITY TO CURE ANY DEFAULT WITHIN THE SPECIFIED CURE PERIOD. AFTER THE SPECIFIED CURE PERIOD EXPIRES, IF PURCHASER'S DEFAULT REMAINS UNCURED, SPONSOR MAY TERMINATE THE PURCHASE AGREEMENT, RETAIN PURCHASER'S DOWN PAYMENT TOGETHER WITH INTEREST EARNED THEREON (IF ANY) AS LIQUIDATED DAMAGES, AND SELL THE UNIT TO ANOTHER PURCHASER AS IF THE PURCHASE AGREEMENT HAD NEVER BEEN MADE.**

If Purchaser is not ready to close on the Original Scheduled Closing Date, any adjournment of the closing granted by Sponsor at Purchaser's request will, at Sponsor's discretion, be on the condition that (i) all adjustments made at closing (and described in "Closing Costs" in Part I of the Plan) will be made as of the Original Scheduled Closing Date, and (ii) Purchaser shall pay Sponsor at closing, by unendorsed personal certified or bank check drawn on a bank that is a member of the New York Clearinghouse Association, an amount derived by (a) multiplying the purchase price for the Unit by 14 %, (b) dividing that product by 365, and (c)

multiplying the resulting amount by the number of days the closing is delayed, beginning with the Original Scheduled Closing Date and ending with the actual closing date. The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor adjourns the closing date. However, the provisions shall apply to any postponements by Purchaser of the agreed upon adjourned closing date. Sponsor reserves the right to waive any or all of the provisions of this paragraph.

If Purchaser requests more than one adjournment of the Original Scheduled Closing Date, or if Purchaser requests an adjournment of the Original Scheduled Closing Date in excess of thirty (30) days, Sponsor shall have the unilateral right to make time of the essence with respect to Purchaser's obligation to close on any rescheduled closing date to which Sponsor consents.

In the event Sponsor cannot convey title to the Unit by reason other than default of the Purchaser, Sponsor's sole liability shall be to return to Purchaser all monies deposited by Purchaser, with interest, if any has been earned thereon.

The Purchase Agreement is contingent upon Sponsor declaring the Plan effective, as described in Part I of this Plan. If the Plan is abandoned, Purchase Agreements will be canceled, and all monies held by Sponsor shall be returned to Purchasers, with interest earned thereon, if any.

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under the Purchase Agreement, or in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement to otherwise enforcing either Seller's rights or Purchaser's obligations thereunder.

The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the closing of title for the Unit. The Sponsor, at its sole discretion, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty with respect to the Unit. Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment. Accordingly, Purchaser, or one claiming by or through Purchaser, who takes possession of the Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, Purchaser will remain obligated to purchase the Unit under the terms of the Purchase Agreement, without any abatement in the purchase price. Purchaser should consult with an attorney and/or insurance agent as to his or her insurance needs.

Any conflict between this Plan and the Purchase Agreement will be resolved in favor of the Plan. In no event may the Purchase Agreement contain, or be modified to contain, any

provision waiving Purchaser's rights, other than the ability of Purchaser to waive his right to thirty (30) days notice prior to the closing of title to Purchaser's Unit. In no event may the Purchase Agreement contain, or be modified to contain, any provision abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law.

ASSIGMENT OF PURCHASE AGREEMENTS

Purchase Agreements are not assignable without Sponsor's consent, which consent may be withheld for any reason or none. In addition, prior to closing of title to a Unit, a Purchaser may not advertise or otherwise offer, promote, or publicize the availability of such Unit for sale or lease. Violations of either of the two foregoing provisions shall be considered defaults under the Purchase Agreement.

EFFECTIVE DATE

All Purchase Agreements signed by Sponsor shall be contingent upon Sponsor's declaring the Plan effective pursuant to the requirements and terms of the Plan. These requirements, stated below, must be satisfied within one (1) year of the date the Plan is accepted for filing unless the Plan is amended so as to extend this period. However, any amendment to the Plan is hereby deemed to extend this time period to the same extent that the Plan is extended by such amendment. The closing of title to any Unit may not occur until after the Plan has been declared effective and an amendment has been accepted for filing by the Department of Law substantiating same, and the Condominium Declaration and By-Laws have been duly recorded.

Pursuant to existing law and regulations, the Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent (4 Units) offered for sale. Notwithstanding the foregoing, pursuant to Section 4.24(f) of the Building Loan Mortgage, and Section 4.24(f) of the Acquisition Loan Mortgage, the Sponsor may not declare the Plan effective until it has sold eleven (11) of the Units (i.e., at least 51% of the Units) offered for sale, or have sold enough Units to satisfy the amount due under the Building Loan Mortgage. Sponsor may declare the Plan effective when executed Purchase Agreements for eleven (11) of the Units offered under the Plan have been accepted by Sponsor, or at such time as the Sponsor have sold enough Units to satisfy the amount due under the Building Loan Mortgage, although Sponsor will not be obligated to declare the Plan effective at that time. Sponsor will not be obligated to declare the Plan effective, unless and until Sponsor has received and accepted Purchase Agreements for 80 % of the Units offered hereunder (i.e., Purchase Agreements for sixteen (16) Units).

The Plan will not be declared effective based on Purchase Agreements (i) signed by Purchasers who have been granted a right of rescission that has not yet expired or that has not been waived, or (ii) with any Purchaser who is Sponsor or is a principal of Sponsor or is related to Sponsor or to any principal of Sponsor by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner, except that such a Purchaser may be included in the count to establish effectiveness if Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

Sponsor's declaration of effectiveness may be based on Purchase Agreements entered into with multiple Purchasers, or one or more Purchase Agreements entered into with a single Purchaser acquiring a large number of Units, or on a combination of both types of Purchase Agreements.

Notification of effectiveness will be by amendment to this Plan or by written notice to all Purchasers. If the declaration of effectiveness is communicated by notice, then within ten (10) business days after service of such notice on Purchasers, Sponsor will submit for filing an amendment incorporating the notice of declaration of effectiveness.

The Plan may be abandoned by Sponsor, at its sole option, at any time before Sponsor declares the Plan effective or before Sponsor has received and accepted Purchase Agreements for 80% of the Units offered hereunder. Within ten (10) business days after abandonment, all down payment monies paid by Purchasers who are not then in default under their Purchase Agreements (or who did not previously default under their Purchase Agreements and forfeit their down payments), shall be refunded to them in full with interest, if any has been earned thereon. Sponsor shall promptly submit for filing to the Department of Law a notice of abandonment on Form RS-3, or such other form as may then be required by the Department of Law setting forth the reason for abandonment and disposition of all funds received.

Once Sponsor declares the Plan effective or executed Purchase Agreements for 80 % of the Units have been received and accepted by Sponsor, the Plan may not be abandoned for any reason other than (i) title defects which cannot be cured without litigation or which can be cured only by incurring expenditures in excess of 0.5% of the total amount of the Offering in the aggregate, or (ii) substantial damage to or destruction of the Building by fire or other casualty which can be cured only by Sponsor incurring expenditures in excess of 0.5% of the total amount of the Offering, in the aggregate, or (iii) a taking of all or any material part of the Property in condemnation proceedings or eminent domain. Within ten (10) business days after abandonment, all down payment monies paid by Purchasers shall be refunded to them in full with interest, if any has been earned thereon. There will be no obligation of Sponsor to incur any expense or engage in litigation to cure title defects or obtain consents, except as set forth herein.

CLOSING OF TITLE TO UNITS

The term "closing of title" (alternately referred to simply as "closing") as used herein means the conveyance of title to a Unit from Sponsor to the Purchaser thereof.

The closing date for each Unit will be set by Sponsor and will be at least ten (10) days after an amendment reflecting that Sponsor has declared the Plan effective has been accepted for filing by the Department of Law and on at least ten (10) days' prior written notice of closing to

Purchaser, unless, however, Purchaser has requested to close on less than said ten (10) days' notice, in which event Sponsor sball have thc right to close earlier. Sponsor shall have the right from time to time to adjourn closing dates set by Sponsor, upon prior notice to Purchasers.

Purchaser shall be given an opportunity to inspect the Unit prior to closing. Any work remaining to be done in the Unit pursuant to the Plan and/or the Purchase Agreement, which Sponsor agrees to complete, shall be itemized on an "Inspection Statement, " the form of which is contained in Part II of the Plan, signed by both Sponsor and Purchaser, to be performed after the closing.

If a temporary or permanent certificate of occupancy has been issued for a Unit, the Purchaser will be obligated to accept title to the Unit without abatement of the purchase price or provision for escrow, despite incomplete construction of (i) minor details of the Unit, (ii) other Units, (iii) the Common Elements, or (iv) Limited Common Elements, customarily left incomplete until after occupancy of the Unit.

The First Unit Closing is expected to occur in September of 2006, concurrently with or after the occurrence of the following events:

A. Issuance of a certificate of occupancy for the Building, or if same has not yet been issued, then at least a temporary certificate of occupancy covering the Unit to be closed or the portion of the Building in which the Unit is located. Delivery by Sponsor of a temporary certificate of occupancy covering the Unit and acceptance of a deed to the Unit by Purchaser shall constitute a presumption that Sponsor has satisfactorily performed those obligations of Sponsor to be performed prior to closing of title to the Unit.

B. Recording or filing, as applicable, of the Declaration, By-laws and Tax Lot Drawings

C. Preparation of discharge or partial release of all liens (if any), affecting the Unit to be closed, to be recorded immediately prior to recording the deed, pursuant to Section 339-r of the Condominium Act.

D. Service upon Purchaser of a written notice of the closing date at least ten (10) days in advance of closing and provision to Purchaser of an opportunity to inspect the Unit prior to closing.

E. Amendment of the Plan by Sponsor to disclose that Sponsor has declared the Plan effective.

F. Execution of an instrument by Purchaser substantially in the form provided in Part II of the Offering Plan (and delivery of said instrument to Purchaser's title company or attorney for recording), designating the Board of Managers as Purchaser's attorney-in fact, coupled with an interest, for but not limited to the purpose of managing, selling, mortgaging, leasing, voting or otherwise dealing with any Unit acquired by the Board of Managers in accordance with any of

the provisions of the By-laws and for purposes consistent with the implementation of the Offering Plan.

G. Delivery by Sponsor to the Purchaser of the Unit of any manufacturers' warranties (to the extent available) for equipment and appliances installed by Sponsor in the Unit, and the assignment to the Board of Managers of any warranties (to the extent available and assignable) with respect to all equipment and appliances and heating, plumbing and roofing installed in Common Elements.

H. Execution of and delivery by Sponsor to Purchaser of a bargain and sale deed for the Unit with covenant against grantor's acts in proper form for recording, substantially in the form contained in Part II of the Plan, free and clear of all liens and encumbrances except the Permitted Encumbrances. The deed must also be signed by the Purchaser.

I. If ordered by Purchaser, the issuance at closing of a commitment by a title insurance company licensed to do business in New York State, to insure that the Condominium was validly formed pursuant to the Condominium Act and that the Purchaser has good and insurable fee title in the Unit, free and clear of all liens and encumbrances, except for the Permitted Encumbrances and except for any mortgage Purchaser obtains to purchase the Unit, and subject to the provisions of the Declaration and By-laws. See the next section of this Plan for the estimated cost of such title insurance.

Title to a Unit will be conveyed subject to the following exceptions (which are referred to in this Plan as the ***"Permitted Encumbrances"):***

1. Any state of facts an accurate survey of the Property or personal inspection of the Unit and/or Property would show;

2. All of the terms, covenants and conditions of the Declaration, the By-laws, the Tax Lot Drawings as they are filed or recorded, the Rules and Regulations of the Condominium and the Offering Plan and amendments thereto;

3. Power of attorney from the Unit Owner to the Board of Managers and the Residential Committee and their successors in office;

4. All easements set forth in the Declaration and By-laws;

5. Zoning Lot Ownership Statement, if required by law, ordinance, regulation, zoning resolution or administrative agency, to be recorded in the Office of the City Register and any other declaration or instrument affecting the Property which Sponsor must file to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, New York City Planning Commission, Board of Standards and Appeals, or of any other public agency or authority, applicable to the construction, alteration, repair, demolition or restoration of the Building;

6. Zoning and other resolutions, regulations and ordinances (and amendments thereto) now or hereafter adopted;

7. Consents by Sponsor or any former owner of the Property for the erection of structure(s) under or above any street on which the Property abuts;

8. Standard exceptions contained in the form of title insurance policy then issued by Cornerstone Land Services, LLC, (the ***"Title Company"***);

9. Any encumbrance as to which the Title Company would be willing, in a fee policy, to insure (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien;

10. All other covenants, restrictions, easements and agreements recorded against the Unit or the Property before and after execution of the Purchase Agreement.

11. Payment by Purchaser of all closing adjustments and closing expenses and costs, including but not limited to those described in the next section of the Plan.

INSPECTION PROCEDURES

Purchasers will be notified by Sponsor in advance of the originally scheduled Condo Apartment Closing Date of a date and time that Purchaser may inspect Purchaser's Condo Apartment. Purchaser may attend an inspection only with an authorized representative of Sponsor, and shall, at the inspection, together with Sponsor's representative, complete, date and sign an inspection statement (the "Inspection Statement").

The Inspection Statement will serve as an acknowledgment of Purchaser's acceptance of the Condo Apartment in accordance with the terms of the Plan. Or, if Purchaser finds that certain minor construction items remain open, although the Condo Apartment otherwise has been substantially completed, and if Sponsor's representative agrees with this finding, Purchaser and Sponsor's representative shall agree on a list of "punchlist items" to be completed by Sponsor post-closing and shall itemize same as an attachment to the Inspection Statement. The agreed-upon Inspection Statement, and any attachments thereto, shall be dated and executed by both parties. Purchaser's failure to permit Sponsor or Sponsor's contractors, agents or employees access to the Condo Apartment to complete punchlist items on the Inspection Statement, shall constitute Purchaser's waiver of the punchlist items, and shall cause Sponsor's obligation to complete the punchlist items to be deemed satisfied.

All discussion of punchlist items are expected to occur prior to the Condo Apartment Closing Date; and the fact that an Inspection Statement containing punchlist items has been executed, shall not be grounds for Purchaser's delay of the Condo Apartment Closing Date, or for Purchaser's refusal to close.

A Purchaser who fails to inspect such Purchaser's Condo Apartment prior to the Condo Apartment Closing Date will be deemed to have accepted the Condo Apartment in good condition and in

accordance with the terms of the Plan. After Closing of title to each Condo Apartment the Purchaser thereof must comply with the procedures established by the Managing Agent regarding such Purchaser's move into the Condo Apartment. This may include "move in" fees which will be refunded to the Purchaser unless the Purchaser or the Purchaser's agents damage the Common Elements or another Condo Apartment during the move in. Pursuant to General Business Law § 777-b (4)(e)(I), Sponsor's obligation regardless of any limitations contained above shall be to construct the Buildings in accordance with all applicable codes, filed plans and specifications and locally accepted building practices for item which are not covered by any code or statute.

In no event will Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or Building materials; (ii) defects of an insubstantial nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements, nail pops, protruding dry wall fastenings, ridging on gypsum board, lumber shrinkage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square; electrical plates not straight; discoloration or shrinkage; slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building; (iv) deviations in the level of ceilings, and imperfections in ceiling finishes; (v) imperfections in painting finishes; (vi) deviations in the level of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from each other; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows in accordance with customary practice and professional standards (ix) noise from normal plumbing, heating, ventilating and air conditioning operation; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching, (xii) scratches and imperfections or variations in width, length, thickness, finish or color range 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, (xiii) repair of chips, scratches, mars, breaks, dents, cracks or other defects in: exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, waterclosets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork, millwork and doors; mirrors and after the Condo Apartment Closing Date, paint touch-ups, repair of dented appliances, or replacement of light bulbs; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or any other natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete used in cellar walls and paving; (xix) discoloration to hardware and plumbing finishes; (xxi) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xx) scratched, dirty or cracked lenses in light fixtures; or (xxi) terrace tiles not laid flat, or color variation in tiles or mortar, or stained tiles; (xxii) subsequent to the Condo Apartment Closing Date, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts, or (xxiii) salting or color variation in exterior colored mortar and deep colored brick. Sponsor will be

obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair will be made by filling the stone or formica or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, formica or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING. PURCHASERS WHO PURCHASE A CONDO APARTMENT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING. NEITHER DEVELOPER NOR SPONSOR HAS ANY OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD THEREFOR. IF PURCHASERS OR ANY BOARD DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.

In no event will Sponsor or Developer be liable for consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan will be 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 (and within the time limits) set forth in this paragraph.

Neither Sponsor nor Developer will 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 any portion of the Building or a Condo Apartment set forth in the Plan or (ii) variations from the Plans and Specifications or the description of any portion of the Building or a Condo Apartment 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 affecting the Property which is material will be disclosed in a duly filed amendment to the Plan.

In the event that a Purchaser is entitled to rescind or terminate an Agreement for any reason, Sponsor may retain any escrow funds expended for special work at the request of the Purchaser as well as the cost of any work necessary to restore the Condo Apartment to its condition prior to such work having been performed, provided, that Sponsor shall only retain the Deposit of a Purchaser in accordance with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b)and 352-h and the Attorney General's regulations promulgated pursuant thereto, as described in the subsection of the Plan entitled "Escrow and Trust Fund Requirements" in this Section of the Plan.

UNIT CLOSING COSTS AND ADJUSTMENTS

At closing, each Purchaser shall be required to pay certain costs and expenses. The following is a list of the types and amounts of costs and expenses Purchasers should expect to pay. Estimates for title expenses are provided by the Title Company and are based (as are all of the following items), on current rates and charges which are subject to change without prior notice:

A. ***Title Insurance***

i. If a Purchaser of a Unit elects to obtain fee title insurance, Purchaser will pay the premium therefor which will vary depending upon the purchase price and whether or not a mortgage title policy is obtained simultaneously with the fee title policy. Title insurance rates are set by the Title Insurance Rate Service Association, Inc. ("TIRSA"), as approved by the Superintendent of Insurance of the State of New York. The insurance rates quoted are those in effect as shown in the TIRSA Title Insurance Rate Manual up to and including February 11, 2002 and are subject to any further increases filed by TIRSA as approved by the Superintendent of Insurance of the State of New York.

ii. The current rate for fee title insurance alone (i.e., no mortgage title insurance) is (i) for fee policies of $100,000 up to and including $500,000, $542 for the first $100,000 of the purchase price and approximately $3.05 for each additional $1,000 dollars or fraction thereof up to and including $500,000, (ii) for fee policies of more than $500,000 up to and including $1,000,000, $1,763 for the first $500,000 of purchase price and approximately $2.79 for each additional $1,000 dollars or fraction thereof up to and including $1,000,000, and (iii) for fee policies over $1,000,000, $3,156 for the first $1,000,000 of purchase price and approximately $2.56 for each additional $1,000 or fraction thereof.

iii. The current rate for mortgage title insurance issued simultaneously with a policy for fee title insurance (which mortgage title insurance likely will be required if Purchaser is obtaining a mortgage loan to finance the purchase) is (i) for policies of $100,000 up to and including $500,000, $137 for the first $100,000 and $.76 for each additional $1,000 or fraction thereof up to and including $500,000, (ii) for policies over $500,000 up to and including $1,000,000, $443 for the first $500,000 and $.70 for each additional $1,000, or fraction thereof up to and including $1,000,000, and (iii) for policies over $1,000,000, $791 for the first $1,000,000 and $.64 for each additional $1,000 over $1,000,000.

iv. As an example of how the foregoing rates would be applied, consider the following: If a Purchaser of a Residential Unit priced at $600,000 obtained a mortgage loan of $480,000, the mortgage title insurance would cost $428 ($137 for the first $100,000 plus $.76 for each additional $1,000 ($289) and fee title insurance would cost $2,042 ($1,763 for the first $500,000 plus $2.79 for each additional $1,000 up to and including $1,000,000 (i.e., $279), resulting in a total expenditure of $2,468 for mortgage and fee title insurance.

v. Sponsor makes no representation regarding insurance available from insurers other than from the Title Company. Purchasers may order title insurance through the Title Company by contacting Cornerstone Land Services, LLC, 92 Broadway-Suite 2, Amityville, N.Y. 11701, Telephone No. (631) 264-8700, Fax No. (631) 264-8702 or toc@cstoneland.com.

vi. **Purchasers are advised that the quoted rates for title insurance in this section are issued by the Title Company pursuant to Section 20 of the TIRSA Title Insurance Rate Manual applying to the initial sale or loan of any condominium plan because the premises was previously covered by an existing fee title or blanket mortgage policy to the Sponsor.**

B. ***Recording Fees***

Purchaser will be required to pay fees for recording the Unit deed, the power of attorney in favor of the Board of Managers and any mortgage Purchaser obtains to finance the purchase of the Unit. The current recording fees are $42.00 per document inclusive of the Statutory Cover Page, in addition there is a $75.00 filing fee required for the RP5217NYC plus $5.00 per page and a $25.00 service charge for each instrument recorded. In the case of any mortgage where there is a required affidavit there is an additional charge of $8.00 and a service fee of $5.00 for each affidavit.

C. ***Transfer Taxes***

Under the Purchase Agreement, Purchaser will be required to pay the New York State Real Estate Transfer Tax (the "**State Transfer Tax**"). The State Transfer Tax currently is $2.00 per $500.00, or fractional portion thereof, of the purchase price. As of the date of this Plan, the State of New York imposes no administrative fee with respect to filing New York State Form TP-584 in connection with the State Transfer Tax. However, Purchasers will be obligated to pay any such administrative fee or other filing charge as the State of New York may impose in the future with respect to such filing.

i. (A) Under the Purchase Agreement, Purchaser also will be required to pay the New York City Real Property Transfer Tax (the "**RPT Tax**"). The RPT Tax currently is 1% of the purchase price for individual residential condominium units priced at $500,000.00 or less and 1.425% of the purchase price for individual residential condominium units priced at more than $500,000.00. Purchaser shall also be required to pay the $75.00 administrative charge for filing the RPT Tax Return (and any other administrative fee or filing charges as the City of New York may impose).

(B) Purchasers are advised that the City of New York takes the position that if more than one residential condominium unit is purchased simultaneously by the same purchaser, the transaction is no longer the sale of an "individual" residential unit, which characterization is a prerequisite to the application of the tax rates described in the previous paragraph, and instead, higher RPT Tax rates apply. Accordingly, the City of New York takes the

position that when more than one residential condominium unit is purchased simultaneously by the same purchaser, the 1% tax rate for single family homes and individual residential condominium units and cooperative apartments no longer applies, regardless of the aggregate price. Instead, in the position taken by the City of New York, the purchase prices for the units being purchased must be aggregated together when more than one residential condominium unit is purchased simultaneously by the same purchaser and a higher nonresidential rate will apply. This rate is 1.425% for purchases with an aggregate price of $500,000 or less, and 2.625% for purchases with an aggregate price in excess of $500,000.

ii. Purchasers are advised that under this Plan, Purchasers are obligated pursuant to the terms of the Purchase Agreement, to pay the RPT Tax and the State Transfer Tax (collectively, the "**Transfer Taxes**") due in connection with their purchase. In condominium transactions, either seller or purchaser can pay these transfer taxes. The obligation is assumed by a purchaser if such obligation is imposed on the purchaser by the terms of the sale. For purposes of paying such transfer taxes, the purchase price will be "grossed up" to include the amount of tax paid by Purchaser when the amount of tax due is calculated since New York City ("**NYC**") and New York State ("**NYS**") take the position that where a contract of sale for real property provides, as does the Purchase Agreement, that the purchaser pays the Transfer Taxes, the purchase price to the seller is that much higher than the amount stated in the contract itself. The State Transfer Tax and the RPT Tax have thus been calculated by NYC and NYS in situations where a purchaser pays the Transfer Taxes, by computing the RPT Tax and the State Transfer Tax on the purchase price listed in the contract of sale, adding this aggregate tax amount to the purchase price listed in the contract of sale to derive the "grossed up" purchase price. Purchasers will be obligated to pay the RPT Tax and the State Transfer Tax calculated pursuant to this "grossing up" procedure, and also will be obligated to pay the RPT Tax at such higher rate as may be applicable when and if Purchaser is purchasing two or more Units simultaneously.

iii. The foregoing discussion is not a representation or warranty that NYS and/or NYC will continue to compute the Transfer Taxes owed them by use of the aforesaid practices, formulas or rates.

D. ***Mansion Tax***

Purchasers are advised that under the State Tax law, Section 1402-a, New York State imposes the Mansion Tax, an additional transfer tax upon Purchasers in an amount equal to 1% of the purchase price for the Unit in the event that the purchase price for the Unit is greater than $1,000,000. **PURCHASERS ARE ADVISED THAT NEW YORK STATE TAKES THE POSITION THAT FOR PURPOSES OF THE MANSION TAX, THE PURCHASE PRICE INCLUDES NOT ONLY THE PURCHASE PRICE LISTED IN THE PURCHASE AGREEMENT, BUT ALSO THE AGGREGATE OF ANY TRANSFER TAXES PAYABLE BY PURCHASER UNDER THE PURCHASE AGREEMENT. THUS, FOR INSTANCE, A UNIT PRICED AT $985,000 UNDER A PURCHASE AGREEMENT WHERE A PURCHASER PAYS THE TRANSFER TAXES, WOULD SUBJECT THE PURCHASER TO LIABILITY FOR THE MANSION TAX AS THE AGGREGATE OF THE PURCHASE PRICE PLUS THE TRANSFER TAXES WOULD EXCEED $1**

MILLION. Purchasers of Units costing in excess of $1 million (including the purchase price itself plus the aggregate Transfer Taxes payable by Purchaser), thus will be obligated to pay the Mansion Tax at closing.

E. ***Mortgage-Related Costs***

(i) Purchasers obtaining mortgage loans to finance their purchase are advised that they will be responsible for the payment of all closing costs and expenses in connection with their mortgage in amounts determined by the lender. These costs customarily include, among others, origination fees or "points," commitment fees, fees for credit checks, mortgage title insurance, bank attorneys' fees and appraisal fees.

(ii) Purchasers obtaining mortgage loans also will be obligated to pay a mortgage recording tax. The mortgage recording tax rate currently is 2.05% of the mortgage amount for mortgages of $500,000 or less, and 2.175% of the mortgage amount for mortgages in excess of $500,000. The borrower under a mortgage for a residential condominium unit is entitled to a $30.00 deduction for the first $10,000 of the mortgage amount. Institutional lenders are required to pay one quarter of one percent (0.25%) of the two and one twentieth of a percent (2.05%) tax, thereby reducing Purchaser's cost to one and four fifths percent (1.8%) less $30 for mortgages less than $500,000 and one and thirty seven fortieths percent (1.925%) less $30.00 for mortgages of $500,000 or more.

(iii) A Purchaser obtaining a mortgage loan will be required to pay to Sponsor a sum equal to the amount of any credit against the mortgage recording tax to which Purchaser is entitled pursuant to Section 339-ee(2) of the Condominium Act. This sum will be paid in reimbursement to Sponsor for mortgage tax previously paid on mortgages encumbering the Property, which prior payment is the basis for Purchaser's credit. The credit would be equal to the product of the Unit's Common Interest multiplied by the mortgage tax previously paid. Purchaser shall not be required to pay to Sponsor an amount exceeding the amount of mortgage tax Purchaser would be required to pay absent the statutory credit.

(iv) Purchasers are advised that if Units are not separately assessed for real estate taxes for the then current tax year as of Purchaser's closing date, the Board of Managers will collect escrows for real estate taxes in accordance with the procedures discussed herein. If Purchaser's lender nevertheless requires that Purchaser deposit real estate tax escrows with the lender, Purchaser will be in the position of making double escrow deposits, since the Board of Managers will not waive this requirement under the Plan.

F. ***Adjustments for Common Charges and Real Estate Taxes***

(i) All real estate taxes and Common Charges attributable to a Unit paid by Sponsor for any period of time during which the Unit Owner will own the Unit, shall be adjusted between Sponsor and Purchaser as of the closing date. If Purchaser is in possession of a Unit

under an interim lease or other occupancy agreement, rent or other occupancy fee will be adjusted as of the closing date as well.

(ii) If separate assessments have not been made prior to the closing of title to a Unit, the Board of Managers will collect from each Purchaser at closing, and will place in escrow, an amount equal to the Unit Owner's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes), based on the method of allocation described above. If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, the Board of Managers shall collect at closing Purchaser's proportionate share of taxes for the upcoming half as described above. With respect to the balance of the estimated taxes, the Board shall collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate (or a higher tax rate to hedge against a possible increase in rate at the beginning of a new tax year, if the new rate has not yet been set). The Board of Managers will pay all taxes allocable to Units not owned by Sponsor, at the time such taxes are due, from the escrow account.

(iii) If the actual taxes due for any period for which the Board of Managers collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Purchasers for their proportionate share of any necessary reimbursement, as a special assessment. If any Unit Owner fails to pay a Unit's pro-rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges. If the actual taxes due are lower than the amount collected and held in escrow by the Board of Managers, the Board shall pay the tax bill and return to their proportionate share of any excess. At such time as the Unit is separately assessed, the Unit Owner will pay taxes directly to the taxing authority. Thus, if the Units are separately assessed with payments to commence during a period for which the Board of Managers holds escrow funds, the Board will return the funds to each Owner and the Owner will pay said Unit Owner's own tax bill.

G. *Closing Counsel Fees*

Sponsor's closing counsel will coordinate, prepare for, and attend individual Unit closings on behalf of Sponsor. Each Purchaser shall make a payment toward Sponsor's closing fees to Sponsor's closing counsel, in accordance with the following schedule:

(i) $1,250.00 basic closing fee if the closing is held at the offices of Herzfeld & Rubin, P.C., 40 Wall Street, New York, New York 10005; plus,

(ii) $500.00 travel fee if Purchaser closes at a location in Manhattan or Brooklyn other than at the offices of Sponsor's closing counsel (closings may not be scheduled to occur outside the Boroughs of Manhattan or Brooklyn);

(iii) The costs in vii(A) and (B), above, are cumulative to the extent applicable to an individual closing.

In addition to the closing fees of the Sponsor's closing counsel as set forth above, each Purchaser of a Unit will be responsible for the fees and expenses of his own attorney, if any. As a result of the variable factors with respect to each Unit, such as purchase price, terms of a possible mortgage commitment, fees of Purchaser's attorney and fees of the attorney representing Purchaser's lending institution, Sponsor suggests that Purchaser review their closing costs with an attorney.

H. ***Working Capital Contribution***

Purchaser shall also be required to pay at closing an amount equal to two (2) months' Common Charges attributable to the Unit being purchased as a contribution to the Working Capital Fund. This fund shall be used to pay for items in the budget which will be payable prior to the time that sufficient monthly Common Charges have accrued to pay these items, as described in Part I of the Plan.

I. ***Professional Fees***

Purchaser shall have sole responsibility for payment of all professionals, including attorneys, engaged or retained by Purchaser and Purchaser's lending institution.

J. ***Reimbursement of Insurance Costs***

Each Purchaser will be obligated to reimburse Sponsor at Purchaser's closing, Purchaser's pro-rata share of the Condominium's insurance policy (as described in the Notes to Schedule B in Part I of this Plan) for the first year of Condominium operation, the premium for which will be paid by Sponsor prior to the First Unit Closing. The amount of reimbursement will be based on the respective Unit's Common Interest, and will vary based on the date of closing. The actual reimbursement will be determined by multiplying the amount paid for the premium by the Unit's Common Interest, and then multiplying the resulting per diem rate by the number of days remaining in the applicable covered period.

K. ***Penalties for Delay***

If Purchaser is not ready to close on the Original Scheduled Closing Date, any adjournment of the closing granted by Sponsor at Purchaser's request will, at Sponsor's discretion, be on the condition that (a) all adjustments required to be made at closing, including, but not limited to, real estate taxes and Common Charges, will be made as of the Original Scheduled Closing Date, and (b) Purchaser shall pay Sponsor at closing, by unendorsed personal certified or bank check drawn on a bank that is a member of the New York Clearinghouse Association, as a reimbursement of Seller's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Seller under this Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for each day the closing is delayed, starting

from (and including) the Original Scheduled Closing Date to (and including) the day before the actual Closing Date. The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor adjourns the closing date. However, the provisions shall apply to any postponements by Purchaser of an agreed-upon adjourned closing date. Sponsor reserves the right to waive any or all of the provisions of this paragraph.

L. ***Example of Closing Costs Analysis***

The following is an illustration of the type and estimated amounts of closing costs an all--cash Purchaser might expect to pay in connection with a purchase of Unit 2A under this Plan. All amounts are subject to change.

Purchase Price	$ 445,000.00
Fee Title Insurance	$ 1,595.00
State Transfer Tax	$ 1,806.00
RPT Tax	$ 4,587.30 (including $75.00 filing fee)
Recording Fees	$ 400.00 (estimated)
Mansion Tax	N/A
Mortgage Recording Tax	$7,268.00
Mortgagee's Title Insurance	$ 330.00
Lenders Legal Fees	$ 700.00 (estimated)
Insurance Reimbursement	$ 360.47 (assuming Unit closing occurs on the first day of the 4th full month of coverage)
Sponsor Legal Fee	$1,250 (excluding any additional (fees)
Total Estimated Closing Costs	**$ 18,296.77**

*Premiums are based on bulk rate for first time purchase of a Condominium out of the Sponsor

The above financing related fees are estimates only and may vary widely from lender to lender; these fees are included for illustrative purposes only.

The above estimate is based upon a loan in an amount equal to eighty (80%) of the purchase price of the Unit. Prospective purchasers are advised that Sponsor reserves the absolute right to refuse to grant a mortgage contingency to any prospective purchaser. Please refer to Special Risk #2 above for a description of Sponsors right to offer a mortgage contingency. In addition, any prospective purchaser that will not be financing any portion of a Unit will benefit from significantly lower closing costs due to the absence of a Mortgagee's Title Insurance Policy, the non-imposition of Mortgage Recording Tax, recording fees and other customary loan closing costs.

The entire contents of this Section as same may be revised or amended, shall be deemed incorporated in the Purchase Agreement for each Unit.

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor shall have the following rights and obligations under this Plan.

A. Sponsor has obtained a construction loan to finance construction of the project, which, together with other funds to which Sponsor has access, Sponsor believes will be sufficient to complete construction of the Condominium. Before the First Unit Closing under this Plan, all liens and mortgages affecting the Unit, if any, shall be paid, bonded or satisfied or the Unit being conveyed and its appurtenant Common Interest shall be released therefrom by a release instrument to be recorded prior to recording of the deed to the Unit pursuant to the above conditions.

B. Sponsor shall complete the Condominium in substantial accordance with the Plans and Specifications, subject to Sponsor's right to substitute appliances, fixtures, equipment or materials of substantially equal or better quality for those described in the Plans and Specifications, and to make modifications in layout or design. Any of the foregoing substitutions or modifications may be made without prior notice or amendment to the Plan. Sponsor will not substitute appliances, fixtures, equipment or materials of lesser quality than those specified in the Plans and Specifications. Sponsor will not change the size, number or location of Units, their respective percentage of interest in the Common Elements, or the amount or quality of Common Elements, except as more specifically provided in "Changes in Prices and Units" in Part I of this Plan.

C. Prior to the First Unit Closing under this Plan, Sponsor shall have satisfied its obligation to obtain a temporary or permanent certificate of occupancy, and shall in any event have obtained at least a partial temporary certificate of occupancy covering the Unit to be closed. If Sponsor has closed title to the first Residential Unit on a temporary certificate of occupancy, Sponsor shall attempt to obtain a permanent certificate of occupancy within two (2) years after closing of title to the first Residential Unit, subject, however, to construction delays caused by weather, strikes, lockouts, acts of god, shortages of or inability to obtain, materials, equipment or

labor, governmental restrictions or preemption, damage by fire or the elements, actions by Unit Owners or tenants of Unit Owners, or any other cause over which Sponsor has no control, but in any event, before expiration of applicable partial or temporary certificates of occupancy, as same may be renewed, replaced or extended.

D. In the event any closing of title to a Residential Unit occurs after issuance of a temporary certificate of occupancy covering the Unit but before the issuance of a permanent Certificate of Occupancy covering the Unit, Sponsor shall maintain all down payments and funds received from the Purchaser of said Unit in an escrow account as required by Section 352-e(2-b) of the General Business Law, unless the Sponsor's engineer or architect certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent Certificate of Occupancy as concerns the Unit, in which case the sum exceeding the amount so certified by the Sponsor's engineer or architect may be released from the Escrow Account to the Sponsor on the Unit closing date. If Sponsor does not have sufficient funds available (based on the architect's certification), through the undisbursed balance of the construction loan, retainage or otherwise, then in lieu of retaining the purchase price in escrow, Sponsor may deposit with an Escrow Agent an unconditional, irrevocable letter of credit or post a surety bond in the amount certified by the architect to be necessary to obtain the permanent certificate of occupancy for the Unit. In the event Sponsor desires to post a bond pursuant to this paragraph, prior to posting such bond Sponsor will file an amendment to the Plan disclosing same.

E. Sponsor will pay all contractors, subcontractors, and materialmen and all others involved in the construction of the Condominium who are engaged by Sponsor, for authorized work performed and authorized fixtures, material and equipment supplied to or installed in the Condominium and will cause all mechanics' liens arising out of Sponsor's construction of the Condominium or the furnishing or installation of fixtures or equipment, to be discharged, bonded or otherwise handled so as not to encumber Purchaser's title, promptly after Sponsor has received actual notice that any such liens are filed.

F. Sponsor shall not be liable for or obligated to defend any suits or claims with respect to any Unit arising out of any occurrence taking place on or after the date of closing of title to such Unit or the leasing thereof to any Purchaser, or with respect to the Common Elements, arising out of any occurrence taking place on or after the date of recording the Declaration, or to indemnify the Board of Managers or Unit Owners, except with respect to claims arising out of the acts, omissions or representations of Sponsor, as limited in this Plan.

G. Obligations pursuant to General Business Law Article 23-A, if any, which are required to survive delivery of the deed to a Purchaser, and those obligations of Sponsor set forth in this section which are to be performed subsequent to closing, if any, shall survive delivery of the deed.

H. Sponsor shall deliver a set of "as-built" plans to the Board of Managers at the time Sponsor surrenders control of the Board of Managers.

I. Sponsor will pay all Common Charges for Units it owns (once Common Charges are assessed as described below), as well as assessments that may be imposed by the Board of Managers on Units for Units Sponsor owns, and real estate taxes attributable to Units Sponsor owns, while Sponsor owns these Units. Sponsor represents it has the financial resources to meet its obligation with respect to Units it owns and expects to fund its obligations from sales proceeds and/or reserves Sponsor maintains for these purposes. However, no bond or other security has been furnished to secure Sponsor's obligations under this Offering Plan, including but not limited to Sponsor's obligations to pay Common Charges or real estate taxes for Units it owns or to complete construction after the First Unit Closing and obtain a permanent certificate of occupancy. All obligations of Sponsor pertaining to the General or Limited Common Elements shall be enforceable only by the Board of Managers on behalf of the Unit Owners and not by the individual Unit Owners. In the event that Sponsor is unable to perform its obligations pursuant to the Plan, Sponsor shall cease all sales activity and amend the Plan to disclose its current financial condition. The amendment will also provide that Purchasers will be given, for up to fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreement by written notice to Sponsor and be refunded all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter

J. Once the Board of Managers has made a determination to assess and collect General Common Charges (which point may arise after the first Residential Unit closing under this Plan, in the sole discretion of the Board of Managers as set forth in the By-laws), Sponsor shall pay all General Common Charges and special assessments with respect to Units owned by Sponsor, until these Units are sold to Purchasers. However, the Board of Managers in its sole discretion shall have the right to waive Unit Owners' obligations to pay General Common Charges for a period of time determined by the Board of Managers, and accordingly to commence collection of General Common Charges at a later date than the First al Unit Closing, provided Sponsor agrees to pay the basic operating costs of the Condominium (exclusive of reserves) during this period. The Board of Managers shall have the right to waive any Unit Owner's obligations for Common Charges for such period as Sponsor is paying the basic operating costs of the Condominium. Sponsor shall become responsible for all Common Charges assessed against Units owned by it only from and after the date the Board determines to commence collection of General Common Charges.

K. Sponsor shall cause the Board of Managers to procure, by the first Residential Unit closing, the insurance described in Schedule B of this Plan, and otherwise required by the By-laws.

L. Sponsor agrees to keep copies of the Plan, exhibits and documents referred to in the Plan on file at Sponsor's office or at another designated place for six years from the date the Offering Plan is accepted for filing by the Attorney General.

M. As a condition of sales of Unit's pursuant to this plan, Sponsor reserves to itself, its successors, assigns, designees, invites, contractors, agents, employees and tenants, any and all easements and rights of access, in and to Units and Common Elements, to complete construction in a manner consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder. Sponsor will use reasonable efforts so as not to interfere with a Unit Owner's reasonable use of said Owner's Unit during any work period. However, there may be a temporary limitation as to use of the Unit and/or public areas. Sponsor's reservation and rights shall include, but not be limited to:

1) The right to maintain the Sales Office and other general and sales and leasing office(s) and personnel on the Property, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection and display of vacant or leased Units, as well as all Common Elements, to prospective purchasers or lessees;

2) Right of access in and to Units and Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing and similar work;

3) Right to show vacant or leased Units;

4) Utility and other easements for the benefit of the Unit Owners and Common Elements.

With respect to the right reserved in subparagraph (1) above, it is expressly provided and understood that Sponsor intends to use portions of the Building (including Common Elements) as construction, sales and promotion offices and for other purposes related to completion of construction of the Building and the sale (and possible leasing) of Units therein. Sponsor's right to use said facilities for such purposes shall continue until the last Residential Unit is sold and closed. The Board of Managers may not enact rules or regulations, or perform other acts, or make any other provisions, that would interfere with Sponsor's rights in this paragraph. Such rights shall inure to the benefit of Sponsor's successors.

N. A registered architect or licensed professional engineer shall certify that the Tax Lot Drawings filed with the Declaration are an accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of the Building.

O. Sponsor shall not be obligated to correct or cause to be corrected any latent or patent defects in construction in a Residential Unit or the Common Elements, or in the installation or operation of any mechanical equipment therein. However, in the event correction of a defect is covered under any guaranty or warranty given to Sponsor by the general contractor or construction manager (the "General Contractor") engaged by Sponsor to complete construction of the Building (or by any contractor or subcontractor engaged by the General Contractor or Sponsor), Sponsor may, but shall not be obligated to, apply to the General Contractor to correct the defect. In order for Sponsor to consider bringing the defect to the attention of the General Contractor, Sponsor must be notified in writing 1) by the Unit Owner to whom Sponsor sold a

Residential Unit, within three (3) months following the closing of the sale of the Unit to the Unit Owner if the defect concerns that Residential Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within three (3) months after the commencement date of the interim lease), or 2) by the Board of Managers, within the 6-month period following the first Residential Unit closing, if the defect concerns the Common Elements. If Sponsor is not notified within these time periods, Sponsor shall not have any obligation to consider causing remediation of the problem. In no event, however, shall Sponsor be obligated to compel, or to take action to compel, the General Contractor (or any contractor or subcontractor) to perform under any guaranty or warranty given by it in connection with work performed at the Property.

Sponsor and/or its General Contractor, and/or the pertinent contractor or subcontractor, in its or their sole discretion, shall select the method of correcting any defect to be corrected under this subparagraph. On three (3) days' notice from Sponsor and/or its General Contractor, and/or the pertinent contractor or subcontractor, the Unit Owner, Purchaser or the Board of Managers, as applicable, shall allow Sponsor, Sponsor's contractors, agents or licensees and/or the Managing Agent access to the Unit or area in question on any weekday to inspect and/or correct such defect. The quality of construction shall be comparable to local construction standards customary in the particular trade in question and in accordance with the Plans and Specifications.

Sponsor shall be deemed to have discharged any commitment it may have made or be deemed to have made with respect to curing defects, if 1) Sponsor is not notified of the defect, or 2) the Unit Owner, Purchaser or Board, as applicable, prevents Sponsor, Sponsor's contractors, agents or licensees and/or the Managing Agent access to the Building and/or the Unit where corrective work has been requested, or 3) Sponsor shall have corrected or caused to be corrected the defect in accordance with the practice of the industry as said practice is determined by Sponsor's General Contractor or architect or engineer, in its sole discretion.

Notwithstanding the foregoing, Sponsor shall not be responsible for correcting or repairing any defects in construction or defects in the installation or operation of any appliances (including, without limitation, kitchen appliances and washers and dryers), equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) from manufacturers, contractors, material men, or others, are assigned to either a Unit Owner or the Board of Managers. Also, Sponsor's undertaking to correct defects as described above, runs only to Unit Owners who have purchased a Unit from Sponsor. It does not run to Owners who purchased Units on resale by other Unit Owners.

In addition, in no event shall the Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal settling or shifting of the Building; (ii) for defects of an insubstantial nature, such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, nail pops, ridging and cracking on sheet rock walls, lumber shrinkage, door sticking or window sticking due to weather, door warpage, scratches in formica or porcelain surfaces or any other surfaces as applicable, bath and kitchen tile grouting, adjustment of any bi-fold or sliding doors, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation between base and floor, (iii) 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, (iv) variations in any floor levels, (v) ceiling imperfections, (vi) minor painting defects, (vii) alignment of bathroom finishes, (viii) air infiltration from windows, (ix) normal plumbing system, heating system and air conditioning system noises, (x) normal floor noises and creaking, (xi) carpet or floor discoloring or stretching, (xii) variations in width, length or tone of wood floor strips, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, (xiii) repair of chips, scratches, marks, breaks or other defects in windows and window sashes, sliding glass doors, shower doors, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, ceramic tile, saddles, appliances, woodwork and doors, mirrors, hardware, appliance cabinets and flooring, (xiv) subsequent to the Unit Closing, paint touch-ups, repairs of dented appliances, or replacement of fluorescent light ballasts, (xv) cracks or variations in tone, finish or color of any marble, granite or stone used in kitchens or bathrooms, if any such surfaces are used therein, or cracks, variations in tone, finish or color of vanity tops or other marble, granite or stone aggregate surfaces, if any such surfaces are used therein, (xvi) salting or color variation in exterior colored mortar and deep colored brick, (xvii) ponding and/or controlled drainage on the roof surface, or (xviii) cracks in any pressure treated wood or redwood used or intended for use outside the Building. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Plan, or as required by statute. Nothing contained herein shall be construed to render Sponsor liable for consequential damages, whether based on negligence, breach of contract, warranty or otherwise (except as Sponsor may be liable for by law).

Pursuant to General Business Law § 777-b (4)(e)(I), Sponsor's obligation regardless of any limitations contained above in the warranty provided by Sponsor, shall be to construct the Buildings in accordance with all applicable codes, filed plans and specifications and locally accepted building practices for item which are not covered by any code or statute.

Except as expressly set forth herein, Sponsor has no obligation to correct or repair any other defect or conditions in the Units, Common Elements or the Building and all other installations, apparatus, fixtures and appurtenances. The foregoing sets forth the entire obligation of Sponsor to correct any defects and none other shall be implied. Sponsor shall have no obligation to repair or replace any defect resulting from the failure by the appropriate Unit Owner or the Board of Managers to properly service or maintain a particular item or items. Additionally, Sponsor shall have no obligation to repair or replace any defect resulting directly or indirectly from work done by any individual or entity retained by the Board of Managers or any Unit Owner(s).

Notwithstanding anything to the contrary in the foregoing discussion, both Unit Owners and the Board of Managers shall be obligated to permit Sponsor and its contractors and agents access to Units and the Common Elements at the request of Sponsor and/or its contractors and agents, in order for Sponsor to complete construction in accordance with this Plan.

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

P. Sponsor will deliver to the Purchaser upon the closing of title and will assign or deliver to the Board of Managers upon the recording of the Declaration, as applicable, assignable warranties, if any, of manufacturers and subcontractors relating to heating, electrical work, plumbing, and appliances, as well as bonds relating to the Unit or the Common Elements respectively, if any. Sponsor undertakes to do the above only to the extent that warranties are actually made by such manufacturers and subcontractors and only to the extent such warranties and bonds are available and/or assignable.

Q. Sponsor will pay or cause to be paid all expenses in connection with the sale of Units owned by Sponsor (except for costs specifically made payable by Purchasers under this Plan), and will pay all selling expenses including, but not limited to, advertising and printing costs, architect and engineering fees, and costs of filing this Plan and amendments thereto.

R. Sponsor reserves the right, without amendment to the Plan, to negotiate the price of a Unit, aspects of the transaction related to price, any other terms of the Plan or Purchase Agreement, any obligation of a Purchaser and every other aspect of the transaction. Disclosure of the fact that modification of a Purchase Agreement or the price of a Unit may be requested by a Purchaser or various aspects of the sale may be the subject of negotiation does not mean that any of them, or any other particular item, except as is otherwise specifically disclosed, is actually being offered to any particular Purchaser, and Sponsor shall not be obligated to alter the terms of sale or to impose any such obligation on itself as to a particular Purchaser, whether or not it makes such allowances to any other Purchaser or Purchasers. The negotiation of such terms shall be on a case-by-case basis in Sponsor's sole discretion and without amendment to the Plan. In accordance with the foregoing, it should be understood that there is no obligation for any particular item to be negotiated or granted to any particular Purchaser, and that Purchasers purchasing similar interests may pay different amounts or receive different terms with respect to the transaction.

S. In the event of 1) dissolution or liquidation of Sponsor while Sponsor still owns Units that are being offered under this Plan, or 2) transfer by Sponsor of twenty (20) percent (20%) or more of the total Units in the Condominium, Sponsor will provide one or more financially responsible entities or individuals who will assume the status and obligations of Sponsor for those Units transferred by Sponsor, under the Offering Plan and under the applicable law and regulation. By "financially responsible" Sponsor understands the regulations promulgated by the Department of Law to mean a party who would satisfy the financial requirements imposed on sponsors by Article 23-A of the General Business Law and the regulations of the Department of Law.

T. Sponsor shall not be liable for or obligated to defend any suits or claims with respect to any Unit arising out of any occurrence taking place on or after the date of closing of title to such Unit or the leasing thereof to any Purchaser, or with respect to the Common Elements, arising out of any occurrence taking place on or after the date of recording the Declaration, or to indemnify the Board of Managers or Unit Owners, except with respect to claims arising out of the acts, omissions or representations of Sponsor.

U. Although it is the intent of Sponsor to sell all of the Units, the Sponsor, its successors, assigns or designees, may offer all or any Unsold Units, for lease. Purchasers of any such leased Units will be purchasing Units that have been previously occupied. Sponsor will notify purchasers of Units that have been previously occupied prior to the execution of a Purchase Agreement of such occupancy and will set forth the condition in which such Unit will be delivered (including outstanding warranties, if any.) There shall be no obligation of Sponsor or any other offeror of such Unit to decorate, refurbish or in any way repair such Unit.

V. The Sponsor represents that, until it no longer controls the Board of Managers, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the date of the first Unit closing, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which the Sponsor is reasonably unable to exercise control. If the Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, the Sponsor will make any repairs subsequent to the first Unit closing that it was obligated to make as of the first Unit closing.

As set forth in the section of the Plan titled "Effective Date" in the event a casualty which cannot be repaired for cost of less than an amount equaling one-half of one percent (0.5%) of the total amount of the Offering as set forth on the front cover of the Plan (as estimated by an insurance adjuster retained by Sponsor), occurs prior to the first Unit closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Plan. In such case all Purchase Agreements will be deemed automatically cancelled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

In the event the Sponsor elects to repair and restore the damage to the Building from a casualty occurring before the first Unit closing, or if the casualty occurs after the first Unit closing, but before the closing of a damaged Unit, then the following shall be applicable: The Purchase Agreements for all Units, other than the Unit that has been directly damaged in the casualty (other than minor damage not rendering the Unit uninhabitable) or is without such essential services as gas, electricity and heat, or no longer has a reasonably adequate means of ingress and egress to the street (each an "Affected Unit" or, collectively the "Affected Units"), shall remain in full force and effect and the Purchasers thereunder shall pay the full purchase price at the closing. Such Purchasers shall not be entitled to adjourn the closing nor be allowed

any abatement in the purchase price, nor credit against same, nor retain (in escrow or otherwise) any portion of such purchase price pending restoration and repair of the damage to the Building and the Affected Units.

Except as provided in the next paragraph, a Purchaser of an Affected Unit shall not be required to pay the balance due under the Purchase Agreement unless and until (i) the damage to his or her Affected Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty and (ii) his or her essential services (such as gas, electricity or heat) and a reasonable means of ingress and egress to the street have been restored. If such damage to the Affected Unit is not repaired within one hundred and eighty (180) days following the date such damage and/or essential services and a reasonable means of ingress or egress are not restored to the Affected Unit within such one hundred and eighty (180) day period, then, and in such event, Purchaser shall have the right to terminate its Purchase Agreement upon written notice of such election delivered to Sponsor within ten (10) days following the expiration of such ten (10) day period and provided, further, such damage has not been repaired and/or essential services and means of ingress and egress are not restored within such ten (10) day period.

Notwithstanding the foregoing, if the Purchaser is given possession of the Affected Unit under an Interim Use and Occupancy Agreement or otherwise prior to the casualty, such Purchaser shall assume the risk of loss to the Unit and the obligation to repair the damage, unless the cause of such loss originated outside his or her Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If the Purchaser is obligated to repair the damage in accordance with the foregoing, then his or her failure to repair the damage shall not excuse him or her from paying the balance due under his or her Purchase Agreement and accepting title to the Unit.

The Sponsor and/or the Condominium will in no event be liable to Purchasers under this Plan, and the Sponsor will not be liable to the Condominium in the event of any delay in repairing the damage.

LEASING AND USE OF UNSOLD UNITS

Sponsor reserves the right, both before and after the recording of the Declaration of Condominium, and prior to the closing of title to a particular Unit, to lease said Unit to a prospective Purchaser who has executed a Purchase Agreement and paid the requisite down payment, for such rent and on such conditions as may be agreed to between Sponsor and Purchaser. Any such lease may provide that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unit which is the subject of the lease will constitute a default under the lease entitling Sponsor, at its sole option, to immediately terminate the lease. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under any lease with respect to the Unit which is the subject of the Purchase Agreement, including but not limited to payment of rent as and when due, will constitute a default under the Purchase Agreement entitling Sponsor, at its sole option, to immediately terminate such Purchase Agreement and exercise any remedies provided therein.

Sponsor reserves the additional right to use or occupy for itself or its agents, or to rent or lease to a tenant who is not a Purchaser (for such rent and upon such terms as are agreed to between the parties), any Unit not conveyed or with respect to which a Purchase Agreement is not then outstanding. In the event such Unit subsequently is conveyed to a Purchaser, Sponsor shall advise Purchaser that the Unit previously was occupied, Sponsor shall not be obligated in any way to decorate, refurbish or repair such Unit and any undertaking of Sponsor herein to the contrary shall not be applicable. All rights accruing to Sponsor under the foregoing provisions of this Section shall also accrue to an affiliate or designee of Sponsor.

CONTROL BY SPONSOR

As more fully described in Section entitled "Board of Managers" in Part I of the Offering Plan, the affairs of the Condominium shall be governed by the Board of Managers.

Pursuant to the Condominium By-Laws as set forth in Part II of the Plan, the initial Board of Managers shall consist of three (3) persons designated by Sponsor. These Board members shall hold office until their successors shall have been installed at the first annual meeting of Unit Owners (to be held within six months of the First Unit Closing), at which time a five (5) member Board shall be established.

So long as the Sponsor shall continue to own any of the Units, the Sponsor or its designee shall have the right to designate three (3) of the Members of the Board of Managers. The remaining two (2) positions on the Board of Managers will be elected by Units Owners excluding the Sponsor or its designee. After the earlier to occur of: a) the conveyance of title by the Sponsor of all of the Units owned by the Sponsor or b) the fifth anniversary of the conveyance of title to the First Unit, the Sponsor will no longer be able to appoint three (3) of the Members of the Board of Managers. After the expiration of the period whereby the Sponsor can appoint three (3) of the Members, the Sponsor shall be entitled to cast the votes appurtenant to each Unit owned by the Sponsor, as may be deemed appropriate, like any other Unit Owner.

So long as Sponsor is entitled to appoint/designate or elect (through the Unsold Units owned by the Sponsor) a majority of the Board of Managers, Sponsor will be able to control the Board of Managers and through such control, will have control of the maintenance and operation of the Condominium and will determine the Common Charges payable by the Unit Owners, including the Sponsor.

As described more fully in the Section titled "Board of Managers" in Part I of the Plan, the Board of Managers will administer and manage the affairs of the Condominium.

All Members of the Board of Managers shall serve without compensation from the Condominium. The Sponsor has agreed that it shall not amend the By-Laws to provide otherwise so long as Sponsor shall have representation on the Board of Managers.

While Sponsor has voting control of the Board of Managers, Sponsor will not reduce or eliminate the services to be provided to the Condominium as set forth in this Plan.

An officer may be removed, with or without cause, by an affirmative vote of a majority of the members of the Board of Managers.

See Section titled "Rights and Obligations of Board of Managers/Summary of By-Law Provisions" in Part I of the Plan for a discussion of tbe procedure for removal of members of the Board of Managers.

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

Sale or Lease of Units by Unit Owners

Each Residential Unit Owner will have the right to sell said Owner's Residential Unit without restriction as to price but subject to a right of first refusal held by the Board of Managers, and other conditions set forth in the By-laws. The right of first refusal means that a Unit Owner will be obligated to provide the Board of Managers with the name and address of a purchaser from whom the Unit Owner has received an offer to buy the Unit which the Unit Owner intends to accept, together with the terms of the offer, and such other information as the Board of Managers shall reasonably require. The Board of Managers shall have the right to accept the offer on the same terms offered by the proposed purchaser within a period of thirty (30) days after the Board receives notice of the proposed sale, and to close thereafter in accordance with the terms of the accepted offer, but not sooner than thirty (30) days after the date the Board accepts the offer. Alternatively, the Board may waive this right of first refusal and the sale may proceed with the proposed purchaser in accordance with the proposed terms and conditions set forth in the offer. The By-laws should be reviewed for additional details about the sale of a Unit and the steps to be followed in connection with the Board's right of first refusal.

Each Residential Unit Owner will have the right to lease said Owner's Residential Unit, subject to a right of first refusal held by the Board of Managers, a 12-month minimum lease term, and other conditions, procedures and requirements contained in the By-laws, including, without limitation the right of the Board of Managers pursuant to a newly enacted amendment to the Condominium Act, to collect rent payments from the tenant of a Residential Unit that has been leased by a non-occupant Unit Owner if the Unit Owner is in arrears in paying Common Charges. The amendment to the Condominium Act is summarized hereinafter in Part I of the Plan. The Board's right of first refusal in connection with a proposed lease is similar to the Board's right of first refusal with respect to a proposed sale.

Notwithstanding the foregoing, the owner of the Community Facility Unit, as well as the Sponsor, its designee, or a mortgagee acquiring title to a Unit in foreclosure or by deed in lieu of foreclosure, shall have the right to sell or lease Units it owns without any requirement that the same be offered to the Board of Managers prior to such sale or lease (or without the minimum lease term requirement in case of a lease) as required pursuant to the By-Laws. The Board of

Managers shall be required to cooperate in providing appropriate physical access to any such Unit and related Common Elements, as well as all financial information regarding same.

The Sponsor also hereby reserves the right to lease a Unit to the Purchaser of said Unit prior to the conveyance of title. In addition, Sponsor reserves the right to lease Units to non-purchasers without limitation as to the rental to be charged therefor except such rents shall not be in violation of any applicable law. If, in fact, prior to the sale of a Unit, the Sponsor leases such Unit to any person or entity who does not purchase, the initial purchaser thereof will be purchasing a Unit that has been previously occupied. In all such cases Sponsor will deliver title to such Units at closing free and clear of any tenancy or occupancy. No amount paid as either rent or security under the lease will be credited towards the purchase price. Sponsor also reserves the right to use license agreements in lieu of or in addition to the leases.

Each purchasing Unit Owner, at the closing of title to his or her Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Form of Power of Attorney," designating the Board of Managers and their successors, as his or her attorneys in fact, coupled with an Interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners.

Each conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's: (i) Common Interest; (ii) undivided interest in any Unit or Units acquired by the Condominium Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit, other than mortgages placed on such Unit in compliance with the By-Laws, are paid and satisfied at or prior to closing.

The Condominium Board may not discriminate against any person for a reason proscribed by the laws of the State of New York.

A Unit Owner may, without restriction, make a gift of his Unit to anyone during his lifetime, to devise such Unit by will or to pass same by intestacy

Mortgaging of Units by Unit Owners

Each Unit Owner has the right to mortgage said Owner's Unit to a Mortgagee, provided that (1) the mortgage shall be recorded and shall be expressly subordinate to the Declaration, (2) the Unit Owner making such mortgage pays all Common Charges and other assessments against the Unit at or prior to making the mortgage and (3) the Unit Owner making the mortgage complies with all other provisions of the By-laws with respect to mortgaging the Unit. NOTWITHSTANDING THE FOREGOING, IF ANY INITIAL PURCHASER WHO PURCHASES PURSUANT TO THIS OFFERING PLAN SEEKS MORTGAGE FINANCING, SUCH PURCHASER SHALL BE REQUIRED TO FOLLOW THE PROCEDURES FOR

MORTGAGE FINANCING SET FORTH IN THE OFFERING PLAN AND THE PURCHASE AGREEMENT.

Liens for Nonpayment of Common Charges and Assessments to the Property Owners Association

Each Unit Owner shall have an obligation to pay Common Charges, Assessments and Special Assessments or other expenses when due. Common Charges for each Unit which shall include "Shared Expenses" and either "Residential Common Expenses" attributable to the Residential Units only, as set forth in "Schedule B, Projected Budget For First Year Of Condominium Operation" in Part I of this Plan and further defined in the footnotes thereto, and shall be determined by multiplying that Unit's Contributing Share by the total annual net expenses incurred or anticipated to be incurred for those items listed in Schedule B herein, together with the expense of any special repairs, major capital improvements or other expenses deemed by the Board of Managers to be a part of the Common Expenses and to be paid as Common Charges, all in accordance with the applicable provisions of the By-Laws of the Condominium. Common Charges will be established on an annual basis and be paid in equal monthly installments, due and payable on the first day of each month. The Board of Managers may, in accordance with Article VI, Section 1 of the By-Laws, impose Assessments as it deems necessary, to meet unanticipated or extraordinary expenses, including, but not limited to, expenses incurred for major capital improvements. The Assessment to be paid by each Unit Owner shall also be determined in accordance with the Unit Owner's percentage of Common Interest and/or Contributing Share, whichever is applicable. A Special Assessment with respect to repair or reconstruction after a fire or other casualty, as set forth in Article VI, Section 3 of the By-Laws, is also determined in accordance with the Unit Owner's percentage of Common Interest and/or Contributing Share, whichever is applicable.

Under the provisions of Section 339-z of the Real Property Law of the State of New York, the Board of Managers on behalf of the Unit Owners will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Such lien will be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on a first mortgage of record thereon. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of notice thereof in the Register of the City of New York, County of New York and until all sums secured thereby with the interest thereon shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six (6) year period), whichever may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Board of Managers to recover the unpaid Common Charges without foreclosing the lien.

On July 22, 1998 the Governor of the State of New York signed Real Property Law Section 339-kk, allowing a condominium's Board of Managers the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if the Non-Occupying Unit Owner is not current on his or her common charges, assessments or late fees. In order to collect rents

directly from the Tenant, the Unit Owner must fail to make the payment of Common Charges, Assessments or late fees within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and Unit Owner providing that, commencing immediately and until such time as all payments for all Common Charges, Assessments or late fees are made current, all rental payments are to be made directly to the Condominium Association at the address provided in the notice. Once all Common Charges, Assessments or late fees are current, the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such and that thereafter all future rental payments should be made to the Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present its supporting facts at the next scheduled Board meeting (which must be held within 30 days of the Board receiving notice of contest). Section 339-kk also allows the Board the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

Upon the failure of a Unit Owner to pay Common Charges for the Unit within fifteen days of the same becoming due and payable, the Board of Managers shall have the right to place a lien against the Unit Owner's Unit for the unpaid Common Charges as set forth above. Failure of the Board of Managers to place such a lien shall not constitute a waiver of the right to do so at a later date or with respect to a subsequent failure to pay within the designated time.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer, or other conveyance made by him of his Unit, with appurtenant Common Elements, in accordance with the Declaration and By-Laws.

All Unit Owners shall be required to comply with the Declaration, By-Laws, Rules and Regulations of the Condominium and with any other requirements duly imposed by the Board of Managers pursuant to the authority granted to them. The Board of Managers shall have the power to impose appropriate sanctions where a Unit Owner is in default. Such sanctions include placing a lien against the Unit Owner's Unit, instituting foreclosure proceedings and filing suit against a Unit Owner.

Any lien for unpaid General Common Charges or other assessments, may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover unpaid Common Charges without necessarily filing a lien, all as more fully described in the Declaration and By-Laws.

Easements and Right of Access

Each Unit Owner shall have an easement in common with the Owners of other Units to use and maintain all pipes, ducts, cables, wires, conduits, public utility lines or other Common Elements located in other Units and serving his Unit. In addition, each Unit Owner shall have an easement for the continuance of any encroachment by the Unit on any adjoining Unit or on any Common Element, now existing or which may come into existence hereafter as a result of the settling or shifting of the Building, or as a result of restoration of the Building or a Unit after

damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or by reason of any alteration made by the Board of Managers to the Common Elements so that any such encroachment may remain undisturbed so long as the Building stands. The Board of Managers, through a designated manager, managing agent, or their employees or other designee shall have a right of access to each Unit to inspect and make repairs to the Unit to prevent damage to the Common Elements, Limited Common Elements or any other Unit.

Use of Units

The Community Facility Unit may be used as only for purposes that are ancillary to, and shall be owned and occupied only by the entities operating, any non-for-profit arts or cultural use(s) then being operated within the premises located at 466 West 152nd Street, New York, New York.

The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances, and provided further that the prior written consent of the Board of Managers to such professional use is obtained. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformity with the Declaration and the By-Laws, no patients, clients, or other invitee shall be permitted to wait in any public hallway. No illuminated or other sign may be used in connection with the aforementioned use, excepting only a professional sign, non-illuminated, not larger than the size permitted by the Board of Managers.

Except as set forth above and herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale," "For Rent" or "For Lease" or similar signs on any unsold and/or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1) foot by two (2) feet. Additionally, the right is reserved by Sponsor and its designee to maintain and staff one or more vacant and unsold Units in the Building as a sales office and/or model Unit(s), if so required by Sponsor. Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or any portion of the Common Elements without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

No group tour or exhibition of any Residential Unit or its contents shall be conducted nor

shall any auction sale be held in any Residential Unit, without the consent of the Board of Managers or the Managing Agent in each instance.

No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Non-Residential Units, be colored or painted.

No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Residential Unit, unless required by law, without the prior written approval of the Board of Managers, which approval may be granted or refused at the sole discretion of the Board of Managers, nor shall anything be projected out of any window of any Residential Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit.

No exterior of any Residential Unit, including the roof terraces, balconies or the windows or doors thereof, patios, if any, or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner, without prior written consent of the Board of Managers or except as provided in the By-Laws.

Plantings on any terrace or balcony shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches (2") from the terrace surface, and, if adjoining a wall, at least three inches (3") from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches (3") from the wall, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace, but shall stand on supports at least two inches (2") above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. There shall be no blockage of drainage on any terrace or balcony by a Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers.

No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements which are not limited to the exclusive use of a specific Residential Unit Owner. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements, which are not limited to the exclusive use of a specific Residential Unit Owner. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his Unit or to add an additional lock, provided that such lock conforms in color with the other lock or locks and a copy of the new key is provided to the Board of Managers.

No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight 12:00 A.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner 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, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

Each Unit Owner shall keep his Unit 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 of a Unit, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows, open terraces or balconies or placed upon the window sills of the Building.

Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Each Unit Owner shall comply with all requirements of law and regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "non-recyclable" materials. The Board of Managers 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 Unit Owner for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board of Managers may also establish other regulations regarding recycling of trash. Any costs incurred by the Board of Managers in the enforcement against the Unit Owner of recycling requirements imposed by law or by the Board of Managers, including, (but not limited to) legal fees and fines or penalties imposed on the Board of Managers by any government agency shall be payable by the Unit Owner as additional Common Charges.

Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

Except for Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or other public portions of the Building, or on the sidewalk or street adjacent to the Building. However, notwithstanding the above, no Unit Owner shall be permitted to have a pit bull terrier or similar type dog which has shown vicious propensities without express prior written permission of the Board of Managers. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

Except as provided in the Declaration and By-Laws of the Condominium, no radio or television aerial shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in any heating, electrical or mechanical equipment area without the express permission of the Board of Managers.

All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner's Unit.

No Residential Unit Owner shall use or permit to be brought into the Building any flammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the

written consent of the Board of Managers.

Except as provided above, the Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

Any damage to the Building or equipment caused by Unit Owners, Unit Owner's family members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon..

Except as otherwise provided for in the Condominium Declaration and/or By-Laws, the sidewalks, entrances, passages, public halls, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.

No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

There shall be no playing or lounging in the entrances, passages, public halls, corridors, stairways of the Building, except in recreational areas, if any, or other areas designated as such in the Declaration or by the Board of Managers.

The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

Nothing shall be done or kept in any Residential Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law.

The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one (1) day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

The Board of Managers or the Managing Agent shall retain a key to each Unit. No Unit Owner shall change any lock on any door leading into his or their Unit without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If Sponsor or the Board of Managers must gain access to a Unit for emergency purposes and a Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Unit Owner shall be liable and responsible for any damage to the Common Elements or such Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

If any key or keys are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

No Unit Owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the

written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

The use of the public or common areas of the Building shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion.

Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

The Rules and Regulations of the Condominium are set forth in Part II of this Offering Plan as an addendum to the By-Laws. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit unless agreed to by Sponsor or a Sponsor-designee, as the case may be.

Assessment and Termination of Liability of Unit Owners for Common Charges

The Board of Managers will prepare and furnish its budget for the operation of the General Common Elements of the Condominium to the Unit Owners from time to time and at least once a year.

General Common Expenses which pertain to maintenance, repair, insurance, operation, etc., of those portions of the Condominium used by the Residential Unit Owners shall be allocated between such Unit Owners on the basis of Common Interest or may be based, in the discretion of the Board of Managers, upon the estimated amount by which a particular expense item benefits or is used by the Units or the Unit Owners in that area, provided the allocation is fairly attributable to the area and reasonable under the circumstances.

General Common Expenses shall include, among other things, the cost of insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the By-Laws. General Common Expenses may also include such amounts as the Board of Managers may deem proper for repairs, reserves, replacements, improvements, betterments, maintenance and other operating expenses of the Property, including, without limitation, an amount for a general operating reserve, for a reserve fund for replacement, and an amount cover any deficit in the General Common Charges collected for any prior year. The General Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit which is to be sold at a foreclosure or other judicial sale. General Common Expenses shall also include other items stated in the Declaration or the By-laws to be General Common Expenses.

Each Unit Owner will be responsible to pay Common Charges allocable to said Owner's Unit at such time or times (but not less than monthly) as the Board of Managers shall determine, commencing with the closing of title to the Unit, unless collection of Common Charges shall not yet have commenced, as described below and permitted under the By-laws. The Board shall have the right not to commence collecting Common Charges at the time the first Residential Unit is conveyed under this Plan, provided, however, that Sponsor pays the basic operating costs (exclusive of reserves) of the Condominium, until Common Charges are imposed by the Board of Managers. Common Charges assessed during the month in which title closes shall be adjusted between Purchaser and Sponsor as of the closing date, if collection of Common Charges has commenced on or before said date.

The liability of each Unit Owner for the payment of Common Charges and other assessments assessed or due against Owner's Unit, shall terminate prospectively upon a permissible sale, transfer or other conveyance of such Unit. A purchaser of a Unit shall be jointly and severally liable with the seller for unpaid Common Charges and assessments assessed and due up to the date of conveyance and a purchaser may be required by the Board of Managers to pay unpaid Common Charges and other assessments against the Unit prior to the purchaser's acquisition. A mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit, or by deed in lieu of foreclosure, also shall be liable for the payment of Common Charges, electricity charges and other assessments assessed or otherwise imposed on or before the date of the foreclosure sale or the conveyance by deed in lieu of foreclosure.

Repairs, Replacement and Maintenance of Units and Common Elements

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except painting the exterior side of a Unit entrance door), windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning units together with any and all related duct work and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related duct work and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, individual Unit Owners shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning equipment or other mechanical equipment.

All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a

Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) by the Unit Owner(s) having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iii) by the Board of Managers at the sole cost and expense of the individual Unit Owner having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (iv) by the Unit Owner or Owners where such maintenance, repair or replacements result from the Unit Owner's negligence, misuse or neglect. The City of New York has no responsibility to maintain the Common Elements of the Condominium.

Entrance doors (excluding locks) to Residential Units from common corridors and doors (excluding locks) accessing Residential Units from appurtenant terraces, are Residential Common Elements. Pursuant to such designation, Residential Unit Owners shall not be permitted to alter the doors without the prior consent of the Board of Managers.

The Board of Managers and agents and contractors of the Board shall have a right of access to any Unit for the purpose of making inspections or for the purpose of correcting any condition originating in said Owner's Unit and threatening another Unit or a Common Element or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Owner's Unit or elsewhere in the Building, provided that requests for entry are made in advance, except in cases of emergency, when such right of entry is immediate, all as more fully described in the Bylaws.

Insurance on Individual Units

Each Unit Owner is required to carry, at Unit Owner's own expense, casualty insurance with respect to all fixtures, equipment and personal property within said Owner's Unit and liability insurance with respect to occurrences in or, about the Unit, in accordance with the By-laws. A current copy of such policy must be maintained by the Unit Owner with the Managing Agent at all times.

Additions, Alterations and Improvements by Unit Owners

No Residential Unit Owner may make any addition, alteration or improvement to a General Common Element, a Residential Common Element or a Limited Common Element except as provided otherwise in the By-laws. No Residential Unit Owner shall make any structural addition, alteration, repair or improvement in said Owner's Unit without the prior written approval of the Board of Managers, all as more fully described in the By-laws. The Community Facility Unit Owner shall only be permitted to make alterations to the Community

Facility Unit in accordance with the provisions of the By-laws. All contractors engaged by Unit Owners for the purpose of performing construction work in the Unit (including without limitation, painters, electricians, carpenters and plumbers) must be adequately insured and must provide a satisfactory certificate of insurance prior to commencing work.

Under the DTH Agreements, DTH, with respect to the Community Facility Unit and the DTH Unit, shall enjoy rights and privileges equal to those of a Holder of Unsold Shares. As such, DTH is not subject to certain restrictions placed on other Unit holders under this Plan, particularly with respect to alterations, sales and subleasing. The Community Facility Unit may only be used in furtherance of not-for-profit, arts or cultural uses.

Meetings of Unit Owners

Meetings of all Unit Owners shall be held at least once annually within approximately three weeks of the anniversary date of the first annual meeting. The first annual meeting of all Unit Owners shall be called by Sponsor within approximately 90 days after the earlier of (i) conveyance of title by Sponsor to thirteen (13) Residential Units offered under this Plan, or (ii) the second anniversary date of the First Unit Closing under this Plan, subject to Sponsor's right to call the first annual meeting at an earlier date, in accordance with the By-laws.

Compliance with By-laws and Rules and Regulations

Rules and Regulations concerning the use of the Common Elements may be promulgated and amended from time to time by the Board of Managers, provided that copies of such Rules and Regulations are furnished to each Unit Owner prior to the time that they become effective. The initial Condominium Rules and Regulations are contained in Part II of the Plan.

Each Unit Owner must comply strictly with the By-laws and the rules, regulations, resolutions and decisions adopted pursuant thereto. Failure to comply with any of the same shall be grounds for action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation the Board may ask the offending Unit Owner for sufficient surety for future compliance.

The DTH Agreements

The Buildings are subject to a (i) Construction Covenant, dated October 7, 2004, between The Dance Theatre of Harlem, Inc. ("DTH"), and Hamilton Heights Partners, LLC, as amended by the Construction Covenant Modification, dated March 17, 2005 (collectively, the "***DTH Construction Covenant***"), and (ii) the DHT Easement Agreement, dated October 7, 2004, between DTH and Hamilton Heights Partners, LLC, as amended by the DTH Easement Agreement Modification, dated March 17, 2005, ("***DTH Easement Agreement***"; the DTH Construction Covenant and the DTH Easement Agreement, collectively the "***DTH Agreements***"). Complete copies of the DTH Agreements are located in Part II of this Plan.

Pursuant to the DTH Agreements, at the First Unit Closing: (i) Sponsor shall convey to DTH the Community Facility Unit, and (ii) Sponsor shall convey to DTH the DTH Unit (the "***DTH Unit***")

Miscellaneous

In certain instances the Sponsor or its designee as the holder of Unsold Units, are not required to obtain the approval of the Board of Managers or meet requirements imposed upon other Unit Owners. Included among these are the right to use Units as models and display "For Sale," "For Rent" or "For Lease" signs, or similar signs, the right to transfer or lease a Unit without offering the Board of Managers the right of first refusal, the right to alter a Unit without obtaining the prior consent of the Board of Managers, but only in accordance with the other terms of this Plan, and the right to amend the Declaration without a vote for the sole purpose of filing the Floor Plans as required by Section 339-p of the Real Property Law. For as long as the Sponsor or its designee owns title to one or more Units, the Rules and Regulations of the Condominium, By-Laws or Declaration may not be amended in a manner which would, in the sole discretion of Sponsor or its designee, adversely affect the Sponsor or its designee in any way, unless the Sponsor or its designee gives its written consent to such an amendment.

RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS/SUMMARY OF BY LAW PROVISIONS

Principal provisions of the By-Laws are summarized herein. It is suggested that Purchasers make reference to the full By-Laws, a copy of which is set forth in Part II of the Plan.

Board of Managers:

Under the By-laws, the Condominium will be managed by a Board of Managers. The initial Board of Managers shall consist of three (3) persons designated by Sponsor. These Board members shall resign at the first annual meeting of Unit Owners, at which time a new Board shall be established. The Board of Managers installed at the first annual meeting of Unit Owners shall consist of five (5) individual persons. While Sponsor or an affiliate of Sponsor own any of the Units, but not after the fifth (5^{th}) anniversary of the conveyance of title to the First Unit, Sponsor shall have the right to appoint one individual to serve on the Board of Managers and that individual shall have the right to cast the same votes appurtenant to each Unit owned by the Sponsor or its designee for the remaining Units owned by Sponsor.

The term of office of members of the Board of Managers elected at the first annual meeting of Unit Owners shall be one (1) year or until their respective successors are elected or appointed. Members of the Board of Managers may serve for more than one term.

All members of the Board of Managers other than appointees of Sponsor, shall be Unit Owners or spouses of Unit Owners (in the case of individual Unit Owners) or shall be the designee of a Permitted Mortgagee of a Unit. In the case of partnership Unit Owners or

mortgagees, the Board member shall be a general partner of such partnership (and, if the general partner is a corporation or partnership, shall be an officer, director, shareholder or partner of such corporate or partnership general partner, as applicable). In the case of corporate Unit Owners or mortgagees, the Board member shall be an officer, director or shareholder of such corporation. In the case of limited liability company Unit Owners or mortgagees, the Board member shall be a member of such company or a principal of a member of the company. In the case of fiduciary Owners or mortgagees, the Board member shall be the fiduciary or officer of such fiduciary. With respect to any other type of Unit Owner or mortgagee, the Board member must be an individual principal, member or other authorized designee of the Unit Owner or mortgagee. With respect to multi-party Residential Unit Owners, only one person per Unit may be a member of the Board of Managers. To be authorized to vote as a Board member, a Unit Owner must not be in default of any payment of Common Charges and other assessments.

Powers and Duties of the Board of Managers

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or By-laws may not be delegated to the Board by the Unit Owners.

The full Board of Managers shall meet at least four times during each fiscal year.

As more fully set forth in the By-laws, all determinations required to be made by the Board of Managers shall be by majority of votes cast at any meeting at which a quorum is present. Each member of the Board shall be entitled to cast one vote for each item to be voted upon by the Board.

Liability of Board of Managers and Unit Owners

The members and officers of the Board of Managers shall not be liable to the Unit Owners except for their own individual *willful* misconduct or bad-faith actions or bad-faith failures to act. The Unit Owners shall indemnify and hold harmless each of the members and officers of the Board of Managers against all loss, damage or liability such party incurs arising out of that individual's acts or failures to act, or by reason of the fact that such person was a member of the Board of Managers or an officer of the Condominium, except with respect to liability arising from *willful* misconduct, bad-faith actions or bad-faith failures to act.

Members of the Board of Managers shall have no personal liability with respect to any contract made by them as the Board of Managers or the applicable Committee within the scope of their authority or believed by them in good faith to be within the scope of such authority. The liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers, shall be limited to the Unit Owner's proportionate share of the total liability, based on the Unit Owner's Common Interest.

Votes of Unit Owners

At each meeting of all Unit Owners, each Unit Owner shall be entitled to cast one vote, either in person or by proxy, for every .0001 % of Common Interest attributable to said Owner's Unit(s), for each item voted upon.

Officers

The principal officers of the Condominium shall be: the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. Other than an officer designated by the Sponsor, Sponsor's designee, the President and the Vice President each must be both a member of the Board of Managers and either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Other officers need not be either a Unit Owner, principal or officer of a Unit Owner or the spouse of a Unit Owner or a member of the Board of Managers. The Board of Managers may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in its judgment may be necessary. All officers shall serve without compensation from the Condominium. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners. The Vice President shall take the place of the President in his or her absence. The Secretary shall be empowered to take and keep minutes of all meetings and to keep the books and records of the Condominium. The Treasurer shall be responsible for the funds of the Condominium and for accurately keeping the financial records and books of the Condominium. The Board of Managers, in its discretion, shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium. The Board of Managers has elected Jacob Frumkin as President, Satnarine Persaud, as Vice President, Jacob Frumkin as Treasurer and Satnarine Persaud as Secretary, which individuals shall be the first officers of the Condominium. All three officers are principals of the Sponsor.

Repairs

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors, (except painting the exterior side of a Unit entrance door) windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s) shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, individual Unit Owners shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning or other mechanical

equipment, if any, which only services their Unit.

All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) by the individual Unit Owner, whether a Residential Unit Owner or a Non-Residential Unit Owner, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense of the individual Unit Owner having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (v) by the Unit Owner or Owners where such maintenance, repair or replacements result from the Unit Owner's negligence, misuse or neglect.

The Board of Managers and Managing Agent shall have a right of access to any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained in such Unit or elsewhere in the Building, or to remedy any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof.

Repair or Restoration after Fire or Other Casualty

Damage to or destruction of any portion of the Building as a result of fire or other casualty shall be promptly repaired and reconstructed by the Board of Managers as nearly as practicable to the condition it was in before the casualty using the proceeds of casualty insurance and/or other funds for that purpose, subject to various conditions as fully described in the By-laws.

Termination of Condominium

The Condominium shall not be terminated or withdrawn from the Condominium Act except in accordance with the Condominium Instruments and all laws applicable to the Property at the time termination is desired. In this regard, the Condominium may be terminated following a loss due to casualty, provided at least 75 % of the Property is destroyed or substantially damaged and at least 75 % in number and Common Interest of Units affirmatively determine not to proceed with repair or restoration, as described in the By-laws. In addition, the Condominium

may be withdrawn from the Condominium Act by the affirmative vote of Unit Owners representing at least eighty percent (80 %) in number and Common Interest of Units. In the event such 80 % vote is achieved, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common. If a partition action is brought, the net proceeds of sale resulting from the partition action shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of the Unit Owner's share of net proceeds, all liens on the Unit Owner's Unit in the order of priority of such liens.

Procedure to Review Real Estate Tax Assessments

The Board of Managers has the power to act as agent on behalf of any Unit Owner who has given written authorization to the Board of Managers to be the Unit Owner's agent, to petition or apply to the real estate tax assessment agency board of review by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of Unit Owners for which it is acting as agent and charge all such Unit Owners a pro-rata share of expenses, disbursements, and legal fees for which charges the Board of Managers shall have a lien as if for Common Charges, pursuant to the Condominium Act.

Covenant against Partition of Common Elements

Section 339-i(3) of the Condominium Act provides that the Common Elements shall remain undivided and there is no right of partition, except as otherwise provided in the Condominium Act, which right is mentioned herein under the heading "Termination of Condominium."

Severance of Ownership Prohibited

Both the Condominium Act and the By-laws of the Condominium prohibit a Unit Owner from attempting to convey a Unit separate from its appurtenant Common Interest. The intent of such provision is to prevent any severance of such combined ownership.

Accumulation of Reserves

The Board of Managers and the Residential Committee may assess Common Charges for accumulation of reserves as more fully set forth in the By-laws.

Amendments

Subject to certain exceptions, including, among others, exceptions regarding the rights of Sponsor, the Declaration or By-laws may be amended, modified, supplemented or deleted by an affirmative vote of 66-2/3 % in number and in Common Interest of the Unit Owners at a meeting of Unit Owners duly held for such purpose, as more fully described in the Declaration and the By-laws.

The foregoing summary is not intended to be a complete discussion of the By-laws or Declaration. It is simply an introduction to tbe By-laws and Declaration reproduced in Part II, which should be carefully reviewed in full by all Unit Owners.

REAL ESTATE TAXES - INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussions concerning the tax status of the Condominium and income tax deductions to Unit Owners are based on Sponsor's Offering Plan Counsel's Opinion contained in Part II of the Plan, which sbould be reviewed by Purchasers for a fuller more comprehensive understanding of the income tax considerations affecting their purchase. The discussion of real estate tax benefits is based on Sponsor's Real Estate Tax Counsel's Opinion also contained in Part II of the Plan, which also should be reviewed by purchasers.

Each Unit will be taxed as a separate tax lot for real estate tax purposes. No Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. The City of New York subdivides tax lots into separately assessed lots as of July 1st of every year. Accordingly, depending upon when the Declaration and By-Laws are recorded, there can be a delay of up to a year and several months until a separate assessment can be obtained.

The Sponsor's estimate of the project real estate taxes for the Units to be levied by New York City during the First Year of Condominium operation is based on an estimate provided by Leitner Group Inc., and information available to the Sponsor at the date of this Plan.

NO REPRESENTATION OR WARRANTY IS MADE AS TO THE AMOUNT OF THE ASSESSED VALUATION OF THE PREMISES OR AN INDIVIDUAL CONDOMINIUM UNIT OR THE TAX RATE THAT WILL BE IN EFFECT AT ANY TIME OR THE AMOUNT OF REAL ESTATE TAXES WHICH WILL BE DUE. THERE IS ALSO NO ASSURANCE THAT THE NEW YORK CITY PROPERTY TAXING AUTHORITY WILL ALLOCATE TAXES AMONG THE UNITS IN PROPORTION TO THEIR RESPECTIVE COMMON INTERESTS. IF THEY ARE NOT SO ALLOCATED, UNIT OWNERS HAVING THE SAME COMMON INTERESTS MAY PAY DIFFERENT AMOUNTS OF REAL ESTATE TAXES.

A Unit Owner who feels that the assessed valuation for his or her Unit is excessive, shall have the right to apply directly to the appropriate municipal agency or court for review of such assessed valuation. Such proceedings shall be at the sole cost and expense of the Unit Owner electing to undertake the same and the results from such proceedings may or may not affect the assessed valuation of any other Unit which is not the subject of such proceeding.

The Condominium Board, if necessary, will execute any documents and papers required for such proceedings, provided that: (a) the Unit Owner indemnifies the Condominium Board against all claims, cost and expenses (including attorneys fees and disbursements); (b) the Condominium Board has not already commenced such proceeding on behalf of all Unit Owners;

and (c) such Unit Owner is current on all his or her Common Charges and Special Assessments.

The Condominium Board is authorized to act as agent for Unit Owners (who have given appropriate written authorization) to commence, pursue and settle proceedings to reduce real estate tax assessments on behalf of such Unit Owners. Any Unit Owner authorizing the Condominium Board to act on his or her behalf shall indemnify the Condominium Board against all costs, claims and expenses (including attorneys fees) resulting from such proceedings.

Neither the Sponsor, nor any other party associated with this offering makes any assurance, representation or warranty that such application for review, if undertaken, shall result in a modification of the tax assessment, or if such modification is granted, as to the amount thereof.

The Sponsor is applying, at its sole cost and expense, for real estate tax exemption and tax abatement benefits pursuant to Section 11-243 of the Administrative Code of the City of New York, formerly known as Section J51-2.5. Such benefits are sometimes hereinafter referred to as J51 Benefits or J51 Exemption Benefits or J51 Abatement Benefits, as the case may be.

Based upon the Building's location in the borough of Manhattan, as explained below, and the conversion from non-residential to residential use of the Residential Units in the Building, it is the opinion of Sponsor's special counsel, Leitner Group, Inc., that the Building qualifies for J51 Tax Exemption and Abatement benefits, provided that other requirements of the J51 Program are met. Please consult special counsel's real estate J51 tax benefit opinion, in Part II of the Offering Plan. **HOWEVER, PURCHASE AGREEMENTS SHALL NOT BE CONTINGENT UPON THE OBTAINING OF TAX EXEMPTION AND/OR ABATEMENT BENEFITS. FURTHER, IN THE EVENT THAT J51 BENEFITS ARE GRANTED, THE OFFER FOR SALE OF RESIDENTIAL UNITS IS NOT CONTINGENT UPON THE AMOUNT OF BENEFITS GRANTED AND/OR THE COMMENCEMENT DATE OF SUCH BENEFITS.**

Sponsor's special counsel, Leitner Group, Inc, projects the Department of Housing Preservation and Development of the City of New York to issue a Certificate of Reasonable Cost in an approximate amount of $391,800.00. Additionally, Sponsor projects, but does not represent, the obtaining of a temporary "Certificate of Occupancy" for "Class A" residential use for these rehabilitated Residential Units, no later than June 6, 2006. Sponsor anticipates the commencement of tax exemption and abatement benefits as of July 1, 2007. However, depending on construction timetables, it is possible that the anticipated commencement date of such benefits may be later than projected. The estimates in the columns in Schedule A wbich do project benefits are based upon J51 Tax Exemption and Abatement benefits commencing July 1, 2007.

Pursuant to local legislation enacted in 1983, specifically Local Law 56 of 1983, the eligibility for J51 tax exemption benefits for certain properties in the borough of Manhattan are restricted. For example, the statute provides that for all otherwise eligible projects on which work was not commenced by September 14, 1983 pursuant to approved alteration plans and permit, eligibility for tax exemption is limited to properties having a total residential assessed valuation,

upon completion of the alterations, of less than $38,000.00 per dwelling unit, unless the improvements consist of an alteration to an existing Class A residential building located within a neighborhood preservation area as designated by the City of New York, or where the rehabilitation is governmentally assisted. The Property is not subject to the $38,000.00 per Unit limit since the Property is located in Manhattan.

The Sponsor represents that it will use its best efforts to obtain J51 Tax Exemption and Abatement benefits for all Residential Units at the Building. Sponsor will, at its sole cost and expense, file an application and make all additional necessary filings to obtain such benefits. Sponsor represents and affirms that all information submitted on such application will be true and accurate and all documentation supplied will be accurate and complete.

The cited J51 statute was enacted to encourage the renovation and renewal of deteriorated buildings, indicating specifically the purpose of eliminating unhealthy and dangerous conditions. The statute was subsequently broadened in scope to more generally encourage the upgrading of either an entire building or various building systems and/or components.

If a property qualifies under the requirement of the statute, the City will grant an exemption from any increase in real estate taxes as a result of any increase in the assessed valuation resulting from alterations and improvements made to the eligible portions of the building and common elements attributable thereto. Such exemption shall be for a total of 14 years and shall be a full exemption for ten (10) years with such exemption being reduced by twenty percent (20%) in each succeeding year. Accordingly, it is expected that much, if not all of the increase in the tax assessments for 2007/2008 on that portion of the Property not attributable to land will be exempt. No exemption will be granted in connection with any increase in the assessed valuation resulting from non-residential space in the Building.

If a property qualifies under the requirements of the statute, the City will also grant an annual abatement of the taxes on the taxable assessment of the Property attributed to the Residential Units, equal to 8.33% of the reasonable cost of the alteration and improvements as certified by the Department of Housing Preservation and Development of the City of New York, said abatement, as pertains to these rehabilitated Residential Units, not to exceed in the aggregate ninety percent (90%) of the lesser of (i) the reasonable cost of improvement, or (ii) the dollar limit established per unit by the Department of Housing Preservation and Development of the City of New York. Accordingly, annual abatement benefits will last for a minimum of 10.8 years.

As a result of legislation which amended Section J51-2.5 of the Administrative Code of the City of New York in 1978, applications for J51 Benefits were permitted on a quarterly basis, with tax abatement benefits also commencing on a quarterly basis, corresponding to the four tax quarters of the fiscal year, July 1, October 1, January 1, and April 1. However, pursuant to local legislation enacted in 1982 and 1998, the quarterly due dates for real estate taxes for properties assessed at over $80,000.00 have been eliminated and replaced with semi-annual dates of January 1, and July 1. Accordingly, although the quarterly J-51 abatement feature remains, the Department of Finance can no longer implement such benefits on a quarterly basis. Therefore, for the rehabilitated Residential Units, J51 Abatement benefits, if granted, shall become effective

July 1, 2007, assuming various deadlines are met, including that a Certificate of Reasonable Cost is issued by April 25, 2007. However, depending upon construction timetables, it is possible that the anticipated commencement date of the J51 tax exemption may be July 1, 2008.

The projections of real estate taxes due for each of the Residential Units set forth in Schedule A, in Part II of the Plan, (i) for the anticipated first year of Condominium operation without J51 Benefits, (ii) upon 100% completion of the Sponsor's renovations to the Building and without J51 Benefits, and (iii) with J51 Benefits commencing July 1, 2007, are estimates only. These estimates may vary due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York. In the event such projections for real estate taxes increase due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York, Sponsor shall amend the Plan to set forth the revised estimates. HOWEVER, SAID AMENDMENT SHALL NOT AFFORD ANY PURCHASER THE RIGHT TO RESCIND HIS OR HER PURCHASE AGREEMENT.

For a detailed discussion of projected real estate taxes, J51 benefits and real estate taxes without J51 Benefits upon 100% completion, see Note 6 of the section of the Plan titled, "Notes to Schedule A," located in Part I of the Plan.

Veteran Property Tax Exemption

In accordance with Section 458(a) of the New York State Real Property Tax Law, a Unit Owner who is also a qualified veteran, the spouse of qualified veteran or the unmarried surviving spouse of a qualified veteran may be entitled to an exemption on the general municipal portion of their real estate taxes.

Income Tax Deductions To Unit Owners And Tax Status Of Condominium

A Unit Owner will own his or her Unit and its appurtenant Common Elements in fee simple absolute and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner owns his or her Unit in fee simple absolute, he or she may mortgage his or her Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

As fully set forth in the tax opinion by Herzfeld & Rubin, P.C., counsel to the Sponsor, in Part I of this Plan (the "Tax Opinion"), under present law, a Residential Unit Owner will, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid under sections 163 and 164 of the Internal Revenue Code (the "Code").[1] These

[1] All section references are to the Internal Revenue Code of 1986, as amended, unless otherwise indicated.

deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion. These deductions may also affect an individual Residential Unit Owner's liability for the alternative minimum Federal income tax. Each individual Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid during the taxable year.

Once the Building is converted to condominium ownership, the affairs of the Condominium will be governed by a Condominium Board. Common Charges will be borne by all Unit Owners and assessed and collected by the Condominium Board. Under present law, the exact tax status of the Condominium Board is uncertain and no opinion has been rendered with respect to it. The Federal income tax consequences to the Condominium Board with respect to the receipt of the Common Charges and of the expenditure of Condominium funds will depend on whether the Condominium Board:

(i) is treated as a conduit;

(ii) qualifies and elects to be taxed under section 528 of the Code; or

(iii) is treated as a corporation.

If the Condominium Board is treated as a conduit, it will not be subject to tax. Rather, items of income, expenses, credits and deductions will be attributed to each Unit Owner in proportion to his Common Charges. Thus, for example, interest earned on funds reported by the Condominium Board would be taxed to the Unit Owners. There appear to be no judicial precedents directly supporting such treatment and the position of the Internal Revenue Service (the "Service"), which is described more fully below, appears to be that a condominium management association is an association taxable as a corporation.

If it satisfies the requirements of section 528 of the Code, the Condominium Board may elect to be exempt from Federal income tax on the Common Charges. Generally, those requirements are:

(i) The condominium management association must be organized and operated solely to provide for the acquisition, construction, management, maintenance, and care of association property;

(ii) Sixty percent (60%) or more of the gross income of the condominium management association for the taxable year must consist of assessments from residential unit owners ("Exempt Function Income");

(iii) Ninety percent (90%) or more of the expenditures of the condominium management association for the taxable year must be for the acquisition, construction, management, maintenance, and care of the condominium management association's property;

(iv) No part of the net earnings can inure to the benefit of private individuals

other than by the acquisition, construction, management, or maintenance of the condominium management association's property or by rebates of excess assessments;

(v) The condominium management association must annually elect to be treated as a condominium management association; and

(vi) Substantially all (at least eighty five percent (85%)) of the square footage of the units must be used for residential purposes.

Under the Treasury regulations issued pursuant to section 528 of the Code, a condominium management association must qualify annually for the election under section 528 of the Code, and additionally, it must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to elect the benefits of section 528 of the Code will depend on the particular facts and circumstances prevailing in the taxable year at issue.

A condominium management association meeting the requirements of section 528 of the Code and electing to be exempt from Federal income tax on Exempt Function Income would be taxable at a rate of thirty percent (30%) on the amount by which its other income exceeds the amount of allowable deductions that are directly connected with the production of such income. Such an association, however, would not be allowed certain deductions that are available to corporations that are not taxable under section 528 of the Code.

If the Condominium Board either cannot qualify (and for the purposes of the Plan, Sponsor has assumed that it will not qualify) or chooses not to elect the benefits of section 528 of the Code, certain published rulings of the Service implicitly state that a condominium management association will be treated as an association taxable as a corporation. Consequently, unless a valid election pursuant to section 528 of the Code has been made, it appears that the Condominium Board would be taxable on that portion of the Common Charges which exceeds the deductible expenses paid or incurred by the Condominium Board for the operation of the Condominium property. The Condominium would also be taxable on income derived from the interim investment of the Common Charges, on income from nonresidential leases of Common Elements, and on income from the operation of facilities that are available to outsiders, net of deductible expenses related to the production of such income.

If the Condominium is treated as a corporation for Federal income tax purposes, the Condominium Board might still contend that a portion of the Common Charges that it receives should not be includible in its gross income. For example, published rulings of the Service indicate that assessments collected by a condominium management association and expressly designated for use for specified capital improvements that are owned in common, and which are not commingled with funds collected for operating expenses or as contingency reserves, should not be included in the gross income of a condominium management association. No part of such an assessment may, however, be expended by the condominium management association for the benefit of an individual owner.

In addition, in connection with assessments for ordinary operating expenses, such as the Common Charges, a condominium management association may not have any taxable income if the expenses of the condominium management association with respect to managing, operating, and replacing the common elements of the Condominium either equal the assessment or any excess amount is annually returned to unit owners or applied to the next year's assessment. Based on the facts in existence at the present time, it appears that the Condominium Board is unlikely to have a substantial amount of income other than the Common Charges.

If section 528 of the Code is not applicable, moreover, the Service has noted that a condominium management association may be eligible for the tax treatment afforded to certain cooperatives under Subchapter T of the Code. However, there is very little guidance with respect to the applicability of these provisions to an association managing residential condominium units since generally only farming cooperatives avail themselves of these provisions.

If the Condominium Board makes additional assessments to cover the amounts of any Federal, New York State, or New York City tax liability incurred, such additional assessments may also be taxable to the Condominium.

The foregoing summary is for informational purposes only and Sponsor's counsel expresses no opinion with respect to the likelihood of which method of taxation will be applied to the Condominium.

EACH PURCHASER SHOULD CONSULT HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THE PLAN AND OF RESIDENTIAL UNIT OWNERSHIP.

Income Tax Deductions to Residential Unit Owners

A Residential Unit Owner will own a Residential Unit in fee and each Residential Unit will be a separate tax lot for real estate tax purposes. Therefore, each Residential Unit Owner will be liable for any real estate taxes assessed against the Residential Unit. Each Residential Unit Owner may mortgage said Owner's Residential Unit and if so, will be liable for payment of mortgage interest and principal due thereunder.

Sponsor has been advised by its Offering Plan Counsel, that Residential Unit Owners who are not subject to the Federal alternative minimum tax and who itemize deductions on their Federal income tax returns, will be entitled, under present Federal tax laws, to a deduction for Federal income tax purposes for the real estate taxes they pay on their Residential Unit and for the interest they pay on any mortgage covering their Residential Unit, provided that the Residential Unit is used as their own primary residence or specifically selected secondary residence and subject to certain limitations on deductibility as more particularly described in Sponsor's Offering Plan Counsel's opinion in Part II of this Plan.

No warranty or representation is or can be made by Sponsor, Sponsor's Offering Plan Counsel or any other person that the Internal Revenue Service or state and local tax authorities will accept any or all of the views stated above, or that the tax law upon which Sponsor's Offering Plan Counsel based its opinion will not change, or that the United States Treasury Department or the New York State Department of Taxation will allow the aforementioned deductions. No representation or warranty is or can be made that the tax law or the regulations or rulings issued thereunder, or any judicial interpretation thereof, may not change so as to disallow the deductions in whole or in part. Neither Sponsor nor its Offering Plan Counsel shall be liable if it is held that the Unit Owners are not entitled to such income tax deductions due to changes in applicable law, regulation or decisional law. Offering Plan Counsel shall have no liability should Unit Owners not be entitled to deductions if facts represented by Sponsor are not true.

The foregoing discussion (which is based on the Opinion of Offering Plan Counsel in Part II of the Plan), is based on laws and facts as of the date of initial presentation of this Plan which may change subsequently. Potential purchasers are advised to consult their own accountants, attorneys or tax advisors as to tax consequences to themselves of ownership of a Unit, at the time that they are considering such purchase.

LEITNER GROUP INC.
50 EAST 42ND STREET, SUITE 900
NEW YORK, NY 10017
PHONE: (212) 682-0400
FAX: (212) 682-2233

July 14, 2005

Hamilton Heights Partners, LLC
c/o Berman & Frumkin, LLP
855 Avenue of the Americas, Suite 610
New York, NY 10001

Re: J-51 Tax Benefits
469 and 479 West 152nd Street
Block 2067, Lots 5 and 10
Borough of Manhattan
City and State of New York

Gentlemen:

You have requested our opinion as to the eligibility of the above property to receive real estate tax abatement and tax exemption benefits under Section 11-243 of the Administrative Code of the City of New York (also known as J-51 benefits) and an estimate of what those benefits would be.

The real estate tax benefits which may be available fall into two categories:

TAX EXEMPTION: In some instances, some or all of any increase in a building's assessed value, attributable to conversion or rehabilitation, may be exempt from taxation for a period of fourteen years. The land value shall not be exempt if it is increased.

TAX ABATEMENT: The taxes attributable to the non-exempt portion of the assessed value may be fully or partially abated for a period of time ranging from 6 to 20 years. The amount of the abatement is determined by the value of the Certificate of Reasonable Cost (CRC) issued by the New York City Department of Housing Preservation and Development (HPD).

You have advised us that you intend to renovate the referenced buildings into a 21-unit residential condominium property containing residential units on floors 1 to 5, and one non-residential unit at cellar level, and that the development is "as of right"; i.e., a zoning variance was not required. The construction is to be performed pursuant to an Alteration Type I permit which has yet to be received. The project will result in a new Certificate of Occupancy, which you estimate will be issued on or about June 1, 2006.

Leitner Group, Inc. has estimated in a separate letter to the Sponsor that the post-rehabilitation assessed value of the residential portion of the property will be $1,019,800 ($40 per square foot of residential gross building area above grade) upon full reassessment of the property after completion of renovations, projected for the 2007/2008 tax year. Existing assessed value amounts to $95,284. The total increase in actual assessed value, $924,516, will be attributable to the renovation of the

building. As a condominium, each apartment will be issued a tax lot number and the owner of each unit will be responsible for the payment of the unit's real estate taxes. The Department of Finance will allocate the total assessed value of the property to the condominium units, usually based upon the percentage of common interest as listed in the Offering Plan (hereinafter, "Proportionate Valuation").

Although the above estimate of the post-rehabilitation assessed value is a good-faith estimate, it is not possible to estimate it with a degree of certainty and thus, such assessed valuation, when actually made, may be lesser or greater than estimated above. The firm of Leitner Group, Inc., the Sponsor, Sponsor's counsel, or any other person will not be held liable if the assessed value, when actually made, is lesser or greater than estimated above.

Based upon the foregoing, it is our opinion that the Department of Housing Preservation and Development will consider the property eligible for real property tax exemption and abatement benefits under Section 11-243 of the Administrative Code.

We have estimated based upon information provided by the Sponsor that a Certificate of Reasonable Cost in the amount of $391,800 would apply to the work performed in renovation of the property. Such a CRC will allow a maximum annual abatement of $32,637 until 90% of the CRC, or $352,620 is used. Abatement benefits can be used for a maximum of twenty years, after which any unused abatement will be forfeited.

Based upon the above estimates, it is projected that a J-51 exemption of approximately $924,516 will be applied to the assessed value of the building. Assuming that a J-51 Certificate of Reasonable Cost is issued by HPD by April 25, 2007 both J-51 abatement and exemption benefits will commence on July 1, 2007.

Assuming that the post-rehabilitation assessed value is $1,019,800, and that a Certificate of Reasonable Cost in the amount of $391,800 is issued by HPD by April 25, 2007, and that the abatement and exemption benefits commence on July 1, 2007, it is estimated, but not guaranteed, that there will be no real estate tax liability commencing with the 2007/2008 tax year.

The full tax exemption, estimated above to be $924,516, will run for 10 years, followed by a four-year phase-out period whereby the exemption is reduced 20% per year for four years. The abatement will last for approximately 14 years.

If J-51 abatement and exemption benefits are not awarded then the real estate tax liability of the residential portion of this property will be approximately $128,352 for the 2007/2008 tax year based on an estimated Class II tax rate of $12.856 per $100 of assessed value and the above estimated assessed value of $1,019,800.

No assurance can be given that the assessed value and/or the tax rate will remain the same for the duration of the benefits, and if either increases, the real estate taxes may increase. The ratio of non-exempt portions of the building's assessed value shall remain the same throughout the period of the tax exemption, notwithstanding any subsequent increase in assessed value during this period.

In general, to be eligible for J-51 exemption and abatement benefits, the work must be completed within three years of commencement [Rules and Regulations Sec. 5-03(d)] and an application must be filed with HPD within 4 years of the commencement of work, which in this case is the date of the initial construction permit [Rules and Regulations Sec. 5-01]. According to the Sponsor, no permit yet been issued for the subject property. Assuming that an initial permit for this project will be issued by June 1, 2005, the Certificate of Occupancy would be required to be issued by May 31, 2008 and the application must be filed with HPD by May 31, 2009, in order to remain eligible for benefits.

We also note that once J-51 benefits are granted certain subsequent events could cause their reduction or revocation. Under Sec. 5-07(e) of the Rules and Regulations the benefits may be revoked if it is found that there was fraud or misrepresentations in relation to the application for benefits.

Please note that HPD routinely conducts audits pursuant to Sec. 5-07 of the rules and regulations, and that all books, records, contracts, invoices, original checks and other related documentation must be maintained for a period of three years from the time the CRC is issued. Failure to comply with audit requirements will result in the revocation or reduction of benefits.

Please note that after a J-51 application has been approved, benefits will not commence until all unpaid real estate taxes, water and sewer charges, and other charges owed to the Office of the City Collector are paid in full. The J-51 benefits for this property are not retroactive. Benefits will commence, as described above, after the CRC is issued. All real estate taxes which are due up to the commencement of the J-51 benefits must be paid in full.

In addition, once begun, tax abatement and exemption benefits can be revoked in the event that real estate taxes, or other municipal charges, remain unpaid for one year. Failure by one condominium owner to pay the taxes or charges applicable to its unit will not jeopardize the benefits of other unit owners.

This letter was prepared at the Sponsor's request. No warranty or guarantee is made by this firm that HPD or any other government agency will approve Sponsor's application or that the benefits, if approved, fail to reach the levels estimated herein. This firm shall not be held liable if because of changes in laws and regulations, or the interpretation of laws of regulations, or because the facts represented by the Sponsor prove inaccurate or incorrect, the property fails to obtain in whole or in part tax abatement or exemption benefits.

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

Sincerely,

Joel Leitner, MAI, CRE
Principal
State Certified General Appraiser #46-3011

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August 12, 2005

469/479 West 152nd Street Condominium
c/o The Board of Managers
469/479 West 152nd Street
New York, New York 10031

Re: Offering Plan for 469/479 West 152nd Street Condominium
469/479 West 152nd Street, New York, New York 10031

Gentlemen:

As owner of the property known as and located at 469/479 West 152nd Street, New York, New York 10031 (the "Property") and sponsor (the "Sponsor") of the offering plan filed with the New York State Department of Law to establish the Property as a condominium (the "Offering Plan" or "Plan"), you have requested our opinion as to deductibility for Federal, New York State and New York City income tax purposes of mortgage interest and real estate taxes paid by a person who purchases a "Residential Unit" (as defined in the Plan) upon establishment of the Property as a condominium (the "Condominium"), and thus becomes a **"Residential Unit Owner"** (also as defined in the Plan) at the Condominium.

In connection with this opinion we reviewed the Plan (including the schedules and exhibits that are part of the Plan) and all documents contained in the Plan.

The opinions expressed in this letter are based upon the assumptions that the Plan becomes effective and is consummated in accordance with its terms, a condominium regime is established at the Property upon the recording of a condominium declaration and by-laws (collectively, the **"Declaration"**) and the filing of the **"Tax Lot Drawings"** (as defined in the Plan), and the legal consequences of ownership of a Unit are as described in the Plan. Specifically our opinions are based on the assumptions that:

A. a Residential Unit Owner and a Non-Residential Unit Owner (as respectively defined in the Plan) (individually, a "Unit Owner" and collectively, the "Unit Owners") will own fee title to a Residential Unit or a Community Facility Unit (as respectively defined in the Plan) (individually, a "Unit" and collectively, the "Units"), as the case may be, including an undivided interest in the "Common Elements" (as defined in

the Plan) appurtenant to the Unit;

B. each Unit, including its appurtenant undivided interest in the Common Elements, will be a separate tax lot for purposes of New York City real estate taxes and the Unit Owner will be directly liable for the real estate tax assessment with respect to that Unit Owner's Unit, but not with respect to any other Unit;

C. subject to certain restrictions contained in the Declaration, a Unit Owner may mortgage the Unit as the Unit Owner wishes, and the Unit will not be subject to the lien of any mortgage placed on any other Unit; and

D. a Unit Owner may convey that Owner's Unit, subject, with certain exceptions, to certain rights of the Board of Managers (defined below) contained in the Declaration.

Pursuant to the Declaration, the Condominium will be managed by a Board of Managers (the **"Board of Managers"**) whose members will be elected by the Unit Owners (including the Sponsor, to the extent the Sponsor owns Units). We understand that the Board of Managers will operate the Condominium as an unincorporated association under New York Law. The Declaration provides that expenses incurred in the operation and maintenance of the Condominium, exclusive of the Units themselves, shall be borne by the Unit Owners and assessed (in accordance with the Declaration) and collected by the Board of Managers on behalf of the Unit Owners.

Based upon the foregoing, it is our opinion that an individual Residential Unit Owner who uses the Residential Unit as said Owner's principal residence or specifically selected secondary residence (each a **"Qualified Residence"**) and who itemizes deductions will be entitled under present tax laws and regulations, to deduct from adjusted gross income, for Federal, New York State and New York City income tax purposes, certain costs associated with ownership of the Residential Unit. Specifically, the Residential Unit Owner may deduct, subject to certain limitations on itemized deductions, (i) real estate taxes assessed against Owner's Residential Unit, and (ii) subject to the limitations identified in the next sentence, interest on indebtedness incurred in acquiring, constructing, or substantially improving a Qualified Residence that is secured by such Qualified Residence **("Acquisition Indebtedness")**, and interest on indebtedness (other than Acquisition Indebtedness) secured by a Qualified Residence **("Equity Indebtedness")**, but only to the extent the aggregate amount of such Equity Indebtedness does not exceed the fair market value of the Qualified Residence less Acquisition Indebtedness with respect to such Qualified Residence.

However, the aggregate amount treated as Acquisition Indebtedness for any period (on both a principal residence and a specifically selected secondary residence) may not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return), and the aggregate amount treated as Equity Indebtedness for any period (on both a principal residence and a specifically selected secondary residence) may not exceed $100,000 ($50,000 in the case of a separate return by a married individual). (See Sections 163 (interest) and 164 (taxes) of the Internal Revenue Code of 1986, as amended (the "Code"), and Rev. Rul. 64-31, 1964-1 C.B. 300.) Additionally, in the case of a Unit Owner whose New York State or New York City adjusted gross income exceeds $100,000, the amount of such deduction may be reduced by up to 25 % of such deduction.

The expenses discussed above will be deductible when paid or accrued by the Residential Unit Owner depending upon the Residential Unit Owner's method of accounting. However, any Residential Unit Owner required to compute Federal income tax liability pursuant to the Federal alternative minimum tax, will not be entitled to deduct real estate taxes paid or accrued with respect to such Owner's Residential Unit or interest on Equity Indebtedness.

Generally, a person who purchases a Residential Unit for use in a trade or business will be entitled under present tax laws and regulations to deduct from gross income for Federal income tax purposes (i) real estate taxes assessed against such Owner's Residential Unit, and (ii) interest on indebtedness incurred or continued in connection with the conduct of such trade or business, subject, however, to the limitations of Section 469 of the Code relating to "passive activity" losses and Section 465 of the Code relating to the "at-risk" rules. Other rules, somewhat more complicated, may be applicable to a Residential Unit Owner if the Unit originally purchased as a residence is to be used in a trade or a business or is to be held for rental, and no opinion is offered as to the consequences to such a Residential Unit Owner.

The status of the Condominium for Federal income tax purposes (and accordingly for New York State and New York City income tax purposes) as an aggregation of Unit Owners or as an entity for income tax purposes is not clear. If the Condominium is treated for tax purposes simply as an aggregation of the Unit Owners, the income received by the Board of Managers (such as rents on any Units owned and leased by the Board of Managers or interest earned on the Condominium's funds) and the expenses incurred by the Board of Managers on behalf of the Unit Owners in deriving such income, would be deemed to be income and expenses of the Unit Owners in proportion to their respective Common Interests (as defined in the Plan), and the amount of such income less such expenses would be taxable to the Unit Owners. In such a case, however, the Common Charges (as defined in the Plan) would not be considered income to the Unit Owners, and the expenditures incurred in maintaining the Common Elements would not be deductible by the Unit Owners.

If, on the other hand, the Condominium is treated as an entity for income tax purposes, the Condominium would be classified as a partnership for such purposes unless it

elects to be classified as a corporation.[1] It is anticipated that the Condominium will make such an election to be classified as a corporation for tax purposes.

It is further possible that the Condominium may elect to be taxed as a Condominium Management Association under Section 528 of the Code in which case it will be exempt from income tax on common charges collected from Unit Owners. In order for it to be eligible to make such election, the Condominium must meet certain requirements set forth in this statute. The Section 528 requirements for exemption are as follows: (i) the association must be organized and operated to provide for the acquisition, construction, management, maintenance, and care of association property; (ii) 60 percent or more of the association's gross income must consist of assessments from unit owners ("exempt function income"); (iii) at least 90 percent of the association's expenditures must be for the acquisition, construction, management, maintenance, and care of association property; (iv) no part of the net earnings can inure to the benefit of any member or private individual other than from the acquisition, construction, management, maintenance and care of association property or by rebates of excess assessments; and (v) substantially all units (i.e., at least 85 % of the total square footage of all units) must be used by individuals as residences. It should be noted that there are a number of uncertainties surrounding this requirement that have yet to be the subject of definitive determination, such as the treatment of units for auxiliary residential purposes, such as laundry rooms, storage rooms, etc. An election under Section 528 of the Code is made on an annual basis by filing Form 1120-H, and generally must be made by the due date including extensions, of the income tax return.

Even if the Condominium were to satisfy the requirements of Section 528 and elect to be exempt from Federal income taxes on exempt function income, it would still be taxable at a 30% flat rate on the amount, subject to a $100 specific deduction, by which its non-exempt function income exceeds the amount of allowable deductions which are directly connected with the production of such income. Among other things, income derived from the interim investment of assessments collected would be included in the amount of income subject to taxation.

Because the qualification of the Condominium to elect to be exempt from tax pursuant to Section 528 of the Code involves factual issues which can be determined only on a year-by-year basis, we cannot express a definitive opinion as to whether the condominium will qualify to make a Section 528 election or whether it would be advisable to do so for any given year. However, we can state that if the Projected Budget for First Year of Condominium

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[1] As a partnership, the Condominium itself would not be subject to income tax (other than possibly the New York City unincorporated business tax). Instead, the taxable income or loss of the Condominium would be passed through to the Unit Owners, each of whom would be required to report such Unit Owner's distributive share of such income on such Unit Owner's income tax return.

Operation contained in the Plan proves to be accurate, and assuming that requirement (v) discussed above is met, the Condominium should qualify to make the Section 528 election for the first year of operation. In the event that the Condominium either fails to qualify under Section 528 or, if qualified, fails to elect Section 528 tax treatment in any year, it would be subject to the regular Federal corporate income tax (as well as to the New York State and New York City corporate franchise income tax) on its taxable income. For these purposes, the Condominium's taxable income would be the excess of its gross income over its deductible expenses.

Gross income would include, among other things, any rental income or investment income received by the Condominium and all Common Charges paid by Unit Owners. However, any portion of the Common Charges segregated and used to finance specified capital expenditures or reserves for such capital expenditures should generally not be required to be included in gross income. See Rev. Rul. 75-371, 1975-2 C.B. 52; Rev. Rul. 75-370, 1975-2 C.B. 25; Rev. Rul.74-563, 1974-2 C.B.38. Cf. Concord Village, Inc. 65 T.C. 142 (1975). However, if such Common Charges are treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other finds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

In this connection, it should be noted that if the Condominium is determined to be a separate taxable entity for Federal income tax purpose, it is possible that the limitations of Section 277 of the Code may be found to apply. If this were the case, the Condominium's income from sources other than Unit Owners, if any, could not be offset by the Condominium's expenses incurred in the provision of services to Unit Owners. It is unclear how interest or other income earned on the investment of a required reserve fund would be treated for this purpose; if such income were treated as not derived from the Unit Owners in consideration of services rendered them by the Condominium, then such income may not be reduced by the Condominium's operating expenses with respect to the property and may result in liability for taxes.

Deductible expenses would generally include the Condominium's Common Expenses other than capital expenditures. Furthermore, it might be possible that the Condominium, even if it elects to be taxed as a corporation, would at some future date qualify under Subchapter T of the Code as an organization acting on a cooperative basis. In such event, the association's patronage-sourced income (as defined in the Code) would not be taxed, but any non-patronage –sourced income would be subject to tax.

In the event that the Condominium is required to pay any Federal, New York State or New York City income tax, and the Condominium makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. See, Old Colony Trust Co. v. Commission, 279 U.S. 716 (1929); Rev. Rul. 74-75, 1974-1 C.B. 19; Rev. Rul. 86-14, 1986-1 C.B. 304.

We express no views as to any tax consequences other than those explicitly discussed in this opinion. Specifically, we express no views as to the tax status of the Condominium as such or the computation of the Condominium's income and franchise tax liabilities (if any), nor does this opinion address the tax consequences which result from ownership of a Unit in connection with a Unit Owner's trade or business or for the production of income (including the possible application of the "passive activity" loss rules and the at-risk rules), or the ownership of the Community Facility Unit generally, other than those explicitly expressed herein. We strongly advise each person contemplating the purchase of a Unit to consult his or her own tax advisor as to all tax matters (including, without limitation, the tax matters discussed in this opinion).

The opinions expressed above are based on our interpretation of existing tax laws, the applicable regulations and rules of the Treasury Department and court decisions construing such rules and regulations. Although we believe our opinions are well founded, they are not intended, and should not be construed, as warranties. No assurances can be given that the Internal Revenue Service or state and local tax authorities will accept any or all of the views stated above or that the tax law upon which counsel based its opinion will not change. In no event, will the Sponsor, the Sponsor's counsel, the Selling Agent or any other person be liable if there are changes in the facts on which we relied in issuing this opinion, or if there are changes in the applicable statutes, regulations, decisional law or rulings on which we relied. Finally, we have not passed upon the accuracy of any figures or estimates contained in the Plan and do not warrant the amount deductible for any period, assuming such tax deductions are allowed, or the amount that Unit Owners may save in Federal, New York State and New York City income taxes, if any, as a result of such deductions.

We make no warranty that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will accept any or all of the views stated above. In addition, the Federal, New York State and New York City tax laws and regulations (and the rulings and decisions thereunder) may change, possibly even retroactively, and thereby affect, in whole or in part, the results outlined above.

To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding

penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein

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

Very truly yours,

Herzfeld & Rubin, P.C.

By _____

WORKING CAPITAL FUND, RESERVE FUND AND ADJUSTMENTS

i. Working Capital Fund

Each Purchaser of a Residential Unit shall be required to pay at closing of title an amount equal to two (2) months' Common Charges attributable to each Unit being purchased for deposit in the Working Capital Fund. The Working Capital Fund will be used to pay for portions of Residential Common Expenses due and payable prior to the time that sufficient monthly Residential Common Charges and assessments have accrued to pay these items. Although the Working Capital Fund may be reduced by the aforementioned expenditures, it is not anticipated that the fund will be depleted by such expenditures.

Sponsor shall not be obligated to make any payments into the Working Capital Fund.

No representation is made that the Working Capital Fund will be sufficient to accomplish the purpose set forth above, or other purposes as determined by the Board of Managers in its discretion.

ii. Reserve Fund

There will be no reserve fund established by Sponsor at closing. However, under the By-laws the Board of Managers shall be authorized to establish reserves for capital repairs and replacements, and for other purposes.

iii. Adjustments

Immediately prior to the First Unit Closing, Sponsor shall apportion the following items with the Condominium Board as of midnight of the day immediately preceding such closing:

(a) any Common Charges which are Sponsor's obligation for the period from the First Unit Closing to the end of the month in which same occurs;

(b) employees' wages, vacation and severance pay, pension and welfare benefits and all other payments or obligations relative to the employees of the Building, if any;

(c) fees for assignable permits and licenses, if any;

(d) charges for gas for the Common Elements, for which Sponsor shall obtain readings;

(e) charges for electricity for the Common Elements, for which Sponsor shall obtain a reading;

(f) charges under service and maintenance contracts and concession agreements, if any;

(g) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed or on the basis of meter readings if applicable, which Sponsor shall obtain;

(h) supplies on hand at Sponsor's cost (plus sales tax);

(i) premiums for transferable insurance policies, if any, provided that the amount and the extent of coverage conforms to the disclosures in this Plan in Schedule B starting on page 47;

(j) vault charges, if any; and

(k) such other items as are customarily included in closing adjustments in the City of New York;

The Condominium Board shall reimburse the Sponsor in full for any electric, utility or other utility construction deposits or security deposits paid by Sponsor. Such items are not items for closing adjustment.

In the event that the net adjustments at the initial Closing are in favor of the Sponsor, the Condominium Board or, as applicable, the Board of Managers, shall execute and deliver to Sponsor a promissory note in the amount of such net closing adjustments. The amount of the note, together with interest thereon at eight (8.00%) per cent per annum from the Initial Closing date, shall be paid in 12 equal monthly installments, beginning on the first anniversary of the Initial Closing. Since payments are not required during the first year of Condominium operation, they are not included in the budget. The budget for the second year of operation, however, will include the costs of paying the principal and interest due under any such promissory note for closing adjustments. Therefore, it may be necessary to increase the Common Charges at that time to cover the costs of such payments.

* * * *

NEITHER THE DEPARTMENT OF LAW NOR ANY GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND. IF ADDITIONAL FUNDS ARE REQUIRED, IT MAY BE NECESSARY TO INCREASE COMMON CHARGES OR MAKE SPECIAL ASSESSMENTS AGAINST UNIT OWNERS.

AGREEMENTS BINDING ON THE CONDOMINIUM

Purchasers are advised that the discussion in this section of the Offering Plan summarizes numerous agreements or other documents which may affect the Condominium. All documents summarized in this Section are available for review in the Managing Agent's office. The Sales Office will provide a copy of any of these agreements, at Sponsor's expense, to Purchasers who request their own copy of same.

Management Agreement

The Board of Managers expects to enter into a Management Agreement effective as of the first Residential Unit closing. The Managing Agent will be compensated at an annual fee of $20,000.00. The Management Agreement shall have an initial term of one (1) year. The Managing Agent shall be responsible for both billing and collecting Residential Unit Common Charges and managing the Condominium generally.

DTH Agreements

The Buildings are subject to a (i) Construction Covenant, dated October 7, 2004, between The Dance Theatre of Harlem, Inc. ("DTH"), and Hamilton Heights Partners, LLC, as amended by the Construction Covenant Modification, dated March 17, 2005 (collectively, the "***DTH Construction Covenant***"), and (ii) the DHT Easement Agreement, dated October 7, 2004, between DTH and Hamilton Heights Partners, LLC, as amended by the DTH Easement Agreement Modification, dated March 17, 2005, ("***DTH Easement Agreement***"; the DTH Construction Covenant and the DTH Easement Agreement, collectively the "***DTH Agreements***"). Complete copies of the DTH Agreements are located in Part II of this Plan.

Pursuant to the DTH Agreements, at the First Unit Closing: (i) Sponsor shall convey to DTH the Community Facility Unit, and (ii) Sponsor shall convey to DTH, the DTH Unit (the "***DTH Unit***")

IDENTITY OF PARTIES

Sponsor

Sponsor, Hamilton Heights Partners, LLC, is a New York limited liability company, with offices c/o Berman & Frumkin, LLP, attention: Jacob Frumkin, Esq., 855 Avenue of the Americas, Suite 610, New York, New York 10001. The members of Hamilton Heights Partners, LLC, are Jacob Frumkin, Esq. and Satnarine Persaud, an individual.

Sponsor was formed in New York on November 16, 2004.

Jacob Frumkin is the Managing Member of Hamilton Heights Partners, LLC, and is the principal with active responsibility with respect to this Offering Plan. Jacob Frumkin is a real estate attorney and a principal of Berman & Frumkin, LLP. Jacob is also an active real estate

developer. Mr. Frumkin has not been the Sponsor or a principal of the Sponsor of a condominium, cooperative, homeowner's association offering and/or time shares offering either within or outside the State of New York which was initially offered during the preceding five (5) years.

Attorneys for Sponsor

Sponsor retained the law firm of Herzfeld & Rubin, P.C., located at 40 Wall Street, New York, New York 10005, to represent Sponsor in connection with this Plan. That firm prepared the Plan and certain documents contained and/or summarized therein. The specific attorney from that firm involved in connection with the preparation of this Offering Plan was Kevin J. Vernick. No separate counsel has been retained to represent the Condominium. It is suggested and expected that each Purchaser will consult and be represented by his own counsel in connection with this Offering.

Herzfeld & Rubin, P.C. and/or the members thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, except that they are to be paid a fee for their services.

Architects and Engineers

George Schwarz Architect, located at 381 Park Avenue South, Suite 815, New York, New York 10016, serves as the architect of record for the Condominium. Such firm, and/or principals thereof, have prepared numerous architectural reports for sponsors for inclusion in cooperative and/or condominium offering plans which are rehabilitation projects or new construction projects. The Architects have no financial interest in the Property, the Sponsor or the Selling Agent, or any other party interested in this transaction, except for the fees for services rendered in connection with such report and other architectural services.

General Contractor

P&S Construction NY, Inc., located at 87-42 111th Street, Richmond Hill, New York 10010 served as the General Contractor of record for the Condominium. There have been no prior convictions, injunctions, or judgments against the general contractor or the principals or officers thereof that may be relevant or material to the Offering Plan or any offering of securities generally. Satnarine Persaud, a member of Sponsor, is the President of P&S Construction NY, Inc.

Selling Agent

The Selling Agent for the offering plan is Douglas Elliman, a licensed real estate broker in the State of New York, located at 575 Madison Avenue, New York, New York 10022. The principals of the Selling Agent have been involved with the development and marketing of numerous condominium projects over the last three (3) years. The Selling Agent, and/or the principals or officers thereof, have no financial interest in the Property or the Sponsor, except that they are to be paid a fee for their services. There have been no prior convictions, injunctions,

or judgments against the Selling Agent or the principals or officers thereof that may be relevant or material to the Offering Plan or any offering of securities generally

Managing Agent

The Managing Agent is Penmark Realty Corporation (***"Penmark"***), 5 East 86th Street, New York, New York. A representative list of some of the properties they manage is as follows:

345 East 57th Street, New York, New York
45 East 25th Street, New York, New York
201 East 80th Street, New York, New York
110 Central Park South, New York, New York

As the Managing Agent, Penmark will receive management fees for performance of services rendered to the Sponsor, the Board of Managers and Unit Owners. The Managing Agent, and/or the principals or officers thereof, have no financial interest in the Property or the Sponsor, except that they are to be paid a fee for their services as set forth herein. There have been no prior convictions, injunctions, or judgments against the Managing Agent or the principals or officers thereof that may be relevant or material to the Offering Plan or any offering of securities generally.

REPORTS TO UNIT OWNERS

All Unit Owners will be entitled to receive annually from the Board of Managers copies of:

A. The proposed annual budget of the Condominium at least two weeks before the date set for adoption of the budget by the Board of Managers (which budget will be certified as adequate for the purposes and period for which it is projected while Sponsor controls the Board of Managers);

B. An annual audited financial statement prepared by a certified public accountant; and

C. Notice of the annual meeting of Unit Owners, to be sent to Unit Owners not less than ten (10) days before the meeting.

DOCUMENTS ON FILE

In accordance with Section 352-e (9) of the General Business Law, copies of this Plan and all documents referred to herein and all exhibits submitted to the Department of Law in connection with the filing of this Plan will be available at the offices of Sponsor or at another designated location for inspection and copying by actual and prospective purchasers of Units, and shall remain available without charge, and copying at a reasonable charge, for a period of six (6) years following the first Residential Unit closing. Copies of all documents filed in connection

with the recording of the Declaration shall be delivered to the Board of Managers at the time Sponsor turns over control of the Board to non-Sponsor Unit Owners.

GENERAL

There are no lawsuits or administrative or other proceedings now pending the outcome of which would materially affect this offering, the Property, the Condominium, the operation of the Condominium or Sponsor's capacity to perform its obligations under the Plan, which have not been disclosed herein.

In accordance with the provisions of the laws of the United States and the State of New York, Sponsor represents that Sponsor will not discriminate against any person because of marital status, disability, race, creed, color, age, national origin, sex, sexual preference, or ancestry in the sale of Units offered by the Plan or in the leasing of any Unit.

REAL PROPERTY LAW SECTION 339-kk

Amendments to the General Business Law and the Real Property Law recently were enacted by the New York State Legislature. This legislation (Chapter 422 of the Laws of 1998) among other things, repealed Section 352-e(2-d) of the General Business Law and amended the Condominium Act by adding Section 339-kk the Real Property Law ("RPL 339-kk"). The new provision provides in pertinent part as follows:

A. If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within 60 days of the expiration of any grace period after they are due, upon notice from the condominium board of managers as described below, all rental payments due from the tenant shall be payable directly to the condominium association.

B. If the common charges, assessments or late fees due for any unit have not been paid in full within 60 days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and to the non-occupying owner providing that commencing immediately, and continuing until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association.

C. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter, all rental payments for the unit shall be made payable to the non-occupying owner or to owner's designated agent.

D. A non-occupying owner who disputes the condominium association's claim to a rental payment pursuant to RPL 339-kk shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within 30 days of the date that the board receives notice that the owner seeks to dispute such claim.

E. Nothing in RPL 339-kk shall limit any rights of unit owners or the board of managers existing under any other law or agreement.

F. Payment by a rental tenant to the condominium association made in connection with RPL 339-kk shall relieve the rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non occupying owner against such tenant for such rent.

RPL 339-kk defines "non-occupying owner" to mean "a unit owner in a condominium association who does not occupy the dwelling unit."

The foregoing is a summary of RPL 339-kk adapted from the language of the statute. Sponsor makes no representation about the application or enforceability of the new statute or any provision of same. Purchasers are urged to review RPL 339-kk in its entirety and to consult with their own attorney about the statute's enforceability and/or its possible impact on their own intentions and expectations respecting their purchase.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor represents that to the best of its knowledge, the Description of Property set forth in Part II of the Plan accurately summarizes the general nature of the systems, materials, equipment, appliances and fixtures to be contained in the Building on completion of construction. The description of Property was prepared by George Schwarz Architect, and is included in the Plan with the consent of said firm.

PART II

OFFERING PLAN

469/479 WEST 152nd STREET CONDOMINIUM

469 WEST 152nd STREET
NEW YORK, NEW YORK

479 WEST 152nd STREET
NEW YORK, NEW YORK

FORM OF PURCHASE AGREEMENT

469/479 WEST 152nd STREET CONDOMINIUM

469 WEST 152nd STREET
NEW YORK, NEW YORK

479 WEST 152nd STREET
NEW YORK, NEW YORK

AGREEMENT, dated _____, 200_, between Hamilton Heights Partners, LLC, having an office at c/o Berman & Frumkin, LLP, 855 Avenue of the Americas, Suite 610, New York, New York 10001 (hereinafter "Sponsor") and _____, having an address at _____(hereinafter [collectively] "Purchaser").

Name(s) and manner in which title to the Unit will be taken (i.e., Tenants-in-Common, Joint Tenants with rights of survivorship, tenants by the Entirety):

Purchaser Information

Purchaser's Daytime
Telephone No.:_____

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

Attorney Information

Name:_____
Address:_____
Telephone:_____
Fax:_____
E-Mail:_____

TOTAL PURCHASE PRICE $_____

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

BALANCE DUE AT CLOSING $_____

UNIT NO.:_____

COMMON INTEREST:_____

1. Statement of Seller.

Hamilton Heights Partners, LLC, a Limited Liability company formed pursuant to the Laws of the State of New York ("Sponsor"), has promulgated a Plan of Condominium Ownership of 469/479 West 152nd Street Condominium (the "Plan") pursuant to which the land with appurtenances, the Residential Units and the Community Facility Unit being renovated and/or constructed by Seller at the premises known as and located at 469/479 West 152nd Street, New York, New York, will be declared to be a condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

2. Statement of Purchaser.

Purchaser acknowledges as follows:

I have received and read a copy of the Plan and all filed amendments thereto. Said Plan, which includes the Declaration to be made by the Seller and to be recorded in the Office of the Register of the City of New York, New York County, the Schedules, By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Agreement with the same force and effect as if fully set forth herein.

IF PURCHASER EXECUTED THIS AGREEMENT WITHOUT HAVING THE OPPORTUNITY TO REVIEW THE PLAN FOR THREE (3) BUSINESS DAYS BEFORE SIGNING, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AND RECEIVE BACK THE DOWN PAYMENT WITHIN SEVEN (7) DAYS AFTER THE EXECUTION OF THIS AGREEMENT, PROVIDED WRITTEN NOTICE OF RESCISSION IS PERSONALLY DELIVERED TO SPONSOR OR IS MAILED TO SPONSOR AT ITS ADDRESS LISTED ON THE FRONT OF THIS AGREEMENT BY THE END OF THE SEVENTH CALENDAR DAY AFTER THE EXECUTION OF THIS AGREEMENT BY PURCHASER.

Purchaser has been given an opportunity to examine the architectural plans for the above-numbered Unit or Units and for the building in which it is located (the "Building"), prepared by Geroge Schwarz (the "Architect").

Purchaser is desirous of purchasing the above-numbered Residential Unit as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid Register's Office, together with an undivided interest in the Common Elements appurtenant thereto (the above-numbered Unit or Units and the undivided interest appurtenant thereto being hereinafter collectively called the "Unit").

3. Agreement to Purchase.

(a) Purchaser agrees to purchase from Sponsor, the Unit listed above together with its appurtenant undivided Common Interest, for the Purchase Price shown above. Purchaser hereby is delivering to Escrow Agent Purchaser's check drawn on a New York bank for the down payment shown above, made payable to "Herzfeld & Rubin, P.C. as Escrow Agent", and when Sponsor signs this Agreement, Sponsor will be acknowledging receipt of Purchaser's check, subject to collection.

(b) All sums paid on account of this Agreement and the reasonable expense of the examination of title to the Unit actually incurred by Purchaser (but not exceeding $300), will become liens thereon, but such liens shall not continue after an uncured default by Purchaser under this Agreement.

4. Agreement to Be Bound by the Condominium Documents.

(a) Purchaser agrees to be bound by the Offering Plan for the Condominium and the proposed Declaration (and the exhibits attached thereto), all of which are incorporated by reference and made a part of this Agreement with the same force and effect as if set forth in full herein.

(b) Purchaser understands that one of the provisions of the Condominium instruments to which Purchaser will be bound is that Purchaser may not sell or lease the Unit without prior notice to the Condominium Board and the waiver of the Board's right of first refusal.

(c) Purchaser understands and agrees that Purchaser may not retain Purchaser's own contractor to do work in or on the Unit until Purchaser owns the Unit, Purchaser may not enter the Unit until notified by Sponsor to inspect the Unit as set forth in Par. 16 of this Agreement, and Purchaser may not permit Purchaser's architect or interior decorator to enter the Unit to do work therein before Purchaser owns the Unit. Purchaser also understands that once Purchaser owns the Unit, Purchaser may not make any alterations in the Unit unless and until Purchaser's proposed alteration plans have been reviewed and approved by the Board of Managers, in accordance with the procedures set out in the By-laws of the Condominium.

5. Representations, Obligations and Rights.

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

(b) In the event the Unit is substantially completed and a temporary or permanent certificate of occupancy covering the Unit is issued, Purchaser shall be obligated to close title to the Unit once Sponsor notifies Purchaser that Sponsor has declared the plan effective (as described in the Offering Plan), and recorded the Declaration. If Purchaser has inspected the Unit as described in Par. 16 of this Agreement and has noted certain punch-list items which Sponsor has agreed to attend to, Purchaser shall still be obligated to close provided there is a temporary or permanent certificate of occupancy covering the Unit. Unfinished items specified on an inspection statement, will be completed by Sponsor within a reasonable period of time following the closing of title to the Unit, weather permitting, subject to force majeure delays and subject to Purchaser providing access to the Unit to Sponsor and/or Sponsor's contractors and/or agents.

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

6. Payment for Unit.

Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Unit for the Total Purchase Price stated above. The Down Payment stated above has been made on the signing of this Agreement, receipt of which by check subject to collection is hereby acknowledged by Seller. The Balance Due at Closing shall be payable at the closing of title, as hereinafter provided in Paragraph 8, by unendorsed certified or cashier's check of Purchaser drawn on a bank or trust company which is a member of the New York Clearing House Association to the order of Seller or as otherwise directed by Seller.

7. Closing of Title.

(a) Sponsor will notify Purchaser in writing at least ten (10) days in advance of closing to tell Purchaser the date, time and place of closing. Said date shall be referred to herein as the "Original Scheduled Closing Date." The written notice will not state a date sooner than ten (10) days after an amendment to the Plan declaring the Plan effective has been accepted for filing by the Attorney General. Sponsor will be entitled, at no expense or liability to Sponsor, to reasonable adjournments in the closing of title in the event of delay because of weather conditions, strikes or materials shortages, delays in inspections and reports thereon, delays in processing of required documents by applicable governmental agencies, or due to any other reasons whatsoever.

(b) If Purchaser is not ready to close title at the Original Scheduled Closing Date, any adjournment granted by Sponsor, in its sole and absolute discretion, will be subject to the following terms and conditions: (i) all adjustments shall be made as of the Original Scheduled Closing Date and (ii) at closing, Purchaser shall pay Sponsor, by unendorsed personal certified check or bank check drawn on a bank that is a member of the New York Clearinghouse Association, an amount derived by (A) multiplying the Total Purchase Price for the Unit by 14%, (B) dividing that product by 365, and (C) multiplying the resulting amount by the number of days

that the closing is delayed (beginning with the Original Scheduled Closing Date and ending with the actual closing date). The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor adjourns the Original Scheduled Closing Date. However, the provisions shall apply to any postponements by Purchaser, of an agreed-upon adjourned closing date.

(c) **PURCHASER UNDERSTANDS THAT IF PURCHASER REQUESTS MORE THAN ONE ADJOURNMENT OF THE ORIGINAL SCHEDULED CLOSING DATE OR IF PURCHASER REQUESTS AN ADJOURNMENT OF THE ORIGINAL SCHEDULED CLOSING DATE IN EXCESS OF THIRTY (30) DAYS, SPONSOR SHALL HAVE THE RIGHT UNILATERALLY TO MAKE TIME OF THE ESSENCE WITH RESPECT TO PURCHASER'S OBLIGATION TO CLOSE ON ANY RESCHEDULED CLOSING DATE TO WHICH SPONSOR CONSENTS. THIS MEANS THAT IF PURCHASER FAILS TO CLOSE ON THE RESCHEDULED CLOSING DATE FOR ANY REASON WHATSOEVER, SPONSOR HAS THE RIGHT TO TERMINATE THIS PURCHASE AGREEMENT AND RETAIN PURCHASER'S DOWN PAYMENT TOGETHER WITH ANY INTEREST EARNED THEREON, AS LIQUIDATED DAMAGES.** Nothing herein shall be construed to require Sponsor to grant any adjournment.

(d) At the closing, Sponsor will deliver any certificates and warranties delivered to Sponsor and transferable to Purchaser for appliances in Purchaser's Unit, and other warranties Sponsor has undertaken to deliver under the Plan.

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

(f) If title to the Unit is to be conveyed by Sponsor to a corporation, a partnership, a limited liability company, a trust, an estate, an unincorporated association, an organization, a syndicate, a joint venture, a government (or any mission, department or agency thereof), or any other entity, Purchaser shall provide Sponsor with documents evidencing the formation of the entity purchasing the Unit, together with a resolution, consent or other indication of authority, authorizing (i) the purchase of the Unit, (ii) the execution of the documents required to be signed by Purchaser in connection with the conveyance of the Unit, and (iii) the use of Purchaser's funds to pay the purchase price and closing costs. Notwithstanding the foregoing, before any such conveyance to a government or any mission, department or agency thereof shall be valid and effective, Purchaser shall enter into an agreement with the Board of Managers, on terms reasonably acceptable to the Board and its counsel, in which Purchaser (i) agrees to a specified arrangement for service of process, (ii) waives, with respect to the Unit Owner and any occupants

of the Unit, any claim of sovereign immunity (and diplomatic and consular immunity, if applicable), with regard to any proceedings brought by the Board of Managers and (iii) permits execution and enforcement of any judgment obtained by the Board of Managers or any of its committees, all as more fully described in the By-laws.

8. Delivery of Deed; Payment of Taxes and Fees.

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

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

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

(d) Purchaser agrees to accept a good and insurable title free and clear of all liens and encumbrances, except the Permitted Encumbrances described in the Offering Plan, as Cornerstone Land Services, LLC, will approve and insure for mortgage and/or fee title insurance. Fee title insurance, if ordered by Purchaser, shall be purchased at Purchaser's own cost and expense. When Sponsor gives Purchaser the deed to Purchaser's Unit, Purchaser will deliver it to the title company's title closer or to Purchaser's attorney (if Purchaser does not obtain title insurance), so that the deed can be recorded in the Office of the City Register. Simultaneously with delivery of the deed, Purchaser must execute the Power of Attorney to the Board of Managers substantially in the form contained in the Plan, allowing the Board to take certain actions on Purchaser's behalf. The Power of Attorney must be recorded in the Office of the City Register as well.

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

9. Liability to Convey Title.

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

(b) In the event Sponsor is unable to convey title to the Unit on or before twenty-four (24) months after Purchaser has signed this Agreement except for force majeure delays and other delays due to circumstances and conditions beyond Sponsor's control, in which case the period shall be extended to forty two (42) months, unless Purchaser defaults, Purchaser shall have the right to cancel this Agreement and to have the down payment made by purchaser returned with interest, if any is earned thereon, and payable to Purchaser hereunder or under the Plan. Sponsor shall have a right to abandon the Plan, as described therein. If Sponsor exercises this right, Sponsor shall immediately return all payments made by Purchaser with interest, if any is earned thereon and payable to Purchaser hereunder or under the Plan, and thereupon, Sponsor and Purchaser shall have no further rights or obligations with respect to each other generally or under this Agreement, specifically.

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

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

10. Closing Apportionments. When Sponsor gives Purchaser the deed to the Unit, Sponsor and Purchaser will apportion between themselves the real estate taxes and Common Charges for the Unit so that Sponsor pays those real estate taxes and Common Charges attributable to any time period prior to the midnight before Sponsor gives Purchaser the deed and Purchaser will pay

the rest. The foregoing is subject to the Board's right to delay imposition of Common Charges for a period of time, as set forth in the By-Laws.

11. Down Payment To Be Held in Trust.

(a) All Down Payment monies received from Purchaser by Sponsor, Selling Agent or through Sponsor's agents or employees, will be delivered to Herzfeld & Rubin, P.C **("Escrow Agent").** Escrow Agent will deposit cash Down Payments in a segregated special attorney trust sub-account of a master escrow account at Citibank, N.A., 120 Broadway, New York, New York 10271 (or at any other lending institution in which said law firm elects to maintain its escrow funds), entitled "Herzfeld & Rubin, P.C. Attorney Trust Account for 469/479 West 152nd Street Condominium" (the "Escrow Account").

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

(c) Any interest earned on the Down Payment will be paid to Purchaser at or following closing. Upon Purchaser's permitted rescission or upon termination of this Purchase Agreement, interest earned on the Down Payment shall be paid as Sponsor and/or Sponsor and Purchaser, as applicable, direct. Upon Sponsor's abandonment of the Plan, interest shall be returned to Purchaser with the Down Payment.

If the Down Payment funds are paid to Sponsor as liquidated damages, interest earned thereon will be paid to Sponsor as part of the liquidated damages payment. The monies held by Herzfeld & Rubin, P.C., as Escrow Agent will be held and disbursed in accordance with the provisions of General Business Law Sections 352(h) and 352-e(2-b), as more fully described in the Plan. The signature of Ian Ceresney, Bernard Wald or Kevin Vernick of Herzfeld & Rubin, P.C. will be necessary to release funds from the Escrow Account.

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

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

(b) Before Sponsor may terminate this Agreement and keep Purchaser's Down Payment, Sponsor must first send Purchaser a notice by registered or certified mail, return receipt requested, stating that Sponsor intends to cancel this Agreement, specifying the reasons Purchaser is in default, and granting Purchaser a period of at least ten (10) business days to cure said default(s). **SPONSOR RESERVES THE RIGHT TO MAKE TIME OF THE ESSENCE WITH RESPECT TO PURCHASER'S OPPORTUNITY TO CURE PURCHASER'S DEFAULT WITHIN THE SPECIFIED CURE PERIOD. AFTER THE SPECIFIED CURE PERIOD EXPIRES, IF PURCHASER'S DEFAULT REMAINS UNCURED, SPONSOR MAY TERMINATE THIS AGREEMENT, RETAIN PURCHASER'S DOWNPAYMENT TOGETHER WITH ANY INTEREST EARNED THEREON, AS LIQUIDATED DAMAGES, AND SELL THE UNIT TO ANOTHER PURCHASER AS IF THIS AGREEMENT HAD NEVER BEEN MADE.** Once this Purchase Agreement is terminated and the Down Payment is retained by Sponsor as liquidated damages, neither Sponsor nor Purchaser will have any further obligations to each other generally or under this Agreement specifically.

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

14. J51 Consents. Pursuant to paragraph number 26 of the Condominium Declaration, each Unit Owner and all heirs, successors and/or assigns of any interest in a Unit have agreed to the building-wide allocation of J51 Benefits to the Residential Units. Such allocation spreads J51 Benefits amongst all Residential Units whether a Unit, or any part thereof, is located in pre-existing space or new cubic content of the Building. Any reduction of the J51 Benefit due to the

increased cubic content of the Building will affect all Residential Units. Each Unit Owner and all heirs, successors and/or assigns of any interest in a Unit have also waived all recourse against, and have agreed to hold harmless, the City of New York and all other Unit Owners in the event that such building-wide allocation results in a decrease in J51 Benefits that might otherwise be available to Residential Units in the pre-existing space of the Building.

By executing the Purchase Agreement, Purchaser is accepting the building-wide allocation of J51 Benefits to the Residential Units. Purchaser's acceptance of the deed to the Unit shall be deemed a reaffirmation of the Purchaser's consent and waiver as described above and in the Condominium Declaration.

Additionally, Purchaser shall deliver to Seller, simultaneously with Purchaser's delivery of his executed Purchase Agreement, an executed original consent for building-wide allocation of real estate tax exemption and/or tax abatement benefits pursuant to Section 11-243 (formerly Section J51-2.5) of the Administrative Code of the City of New York which shall be recorded in the Office of the Register of New York County, City and State of New York. A copy of such J51 Consent is attached hereto as Exhibit C and made a part hereof.

15. Notices. Any notice (including a letter, request, consent or other communication) which either party wants to give to the other concerning items relating to the purchase and closing of title to the Unit, must be in writing and must be sent by (i) nationally recognized overnight courier, (ii) hand delivery, or (iii) registered or certified mail, return receipt requested, to the respective addresses shown on page one of this Agreement. Purchaser will send a copy of any notice Purchaser gives Sponsor to Sponsor's Offering Plan Attorneys, Herzfeld & Rubin, P.C., 40 Wall Street, New York, New York 10005, Attention: Kevin J. Vernick, Esq. Sponsor and Purchaser can specify a different address for themselves by giving notice of it to the other. A notice shall be considered given (i) if by overnight courier, on the day after such letter or package is taken for delivery, (ii) if by hand delivery, on the date delivery of such letter of package is accepted or refused and (iii) if sent by certified mail, five (5) days after the date it is mailed, except that a notice of an address change shall be considered given when it is received. Any notice sent by Sponsor's Offering Plan Attorneys on Sponsor's behalf to Purchaser or to Purchaser's attorney set forth on the first page of this Agreement (or to any other attorney purporting to represent Purchaser), shall be deemed notice by Sponsor, should notice need be given by Sponsor pursuant to this Agreement. If Purchaser's name, address or phone number changes, or if Purchaser's attorney's name, address or phone number changes from that set forth on the first page of this Agreement, Purchaser shall provide Sponsor with the pertinent new name, address and/or phone number immediately.

16. Inspection and Acceptance of the Unit.

(a) Purchaser's signing of this Agreement shall constitute Purchaser's agreement to accept the Unit in the condition it is in on the closing date, including the then existing kitchen, bathroom and other appliances, fixtures, equipment and installations, subject to the conditions set forth herein and on the Inspection Statement (the form of which is found in Part II of the Plan),

which Purchaser will have the right to complete with Sponsor's representative's approval prior to closing pursuant to this Agreement (the **"Inspection Statement"**). Purchaser shall attend the inspection of the Unit required by this Agreement.

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

(ii) Purchaser understands that certain items including, but not limited to, shower heads, toilet seats, kitchen cabinet knobs and vanity knobs, mechanical chimes, plumbing fittings, light fixtures, electrical receptacles, toilet accessories, door hardware and minor parts of kitchen cabinets, may not be installed at the time of the walk-through. Some of these items are of the type left off until the Purchaser is about to take occupancy, to prevent pilferage. Other items will be installed subject to availability. Still other items may have been installed but damaged during the course of construction. In any event, Sponsor will use reasonable efforts to have these items installed within a reasonable time period following closing provided Purchaser permits Sponsor access to do so.

(c) At least ten (10) days before closing, Sponsor will advise Purchaser of a date and time prior to closing when Purchaser may inspect the Unit. Purchaser shall attend such inspection with one of Sponsor's representatives, and shall, together with Sponsor's representative, complete, date and sign the Inspection Statement at the conclusion of the inspection. PURCHASER AGREES THAT NO DISCUSSION OF INCOMPLETE ITEMS IS TO TAKE PLACE AT THE CLOSING ITSELF. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PURCHASER MAY NOT INSPECT THE UNIT UNTIL SPONSOR HAS NOTIFIED PURCHASER THAT THE UNIT IS READY FOR INSPECTION.

(d) Purchaser's failure to attend the inspection appointment within the 10-day period set forth above, or to sign and deliver the completed Inspection Statement, shall not excuse Purchaser from paying the Balance Due at Closing and shall constitute Purchaser's full and unconditional acceptance of the Unit.

(e) Sponsor's agreement to complete items on the Inspection Statement shall obligate Sponsor to perform Sponsor's work in accordance with the standards set forth therefor in the Plan. Purchaser's execution of the Inspection Statement shall obligate Purchaser to provide access to Sponsor and/or its contractors and agents, to perform the work specified therein.

(f) Pursuant to General Business Law § 777-b (4)(e)(I), Sponsor's obligation regardless of any limitations contained above shall be to construct the Buildings in accordance

with all applicable codes, filed plans and specifications and locally accepted building practices for item which are not covered by any code or statute

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

17. Conditions for Binding Agreement.

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

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

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

19. Broker. Purchaser represents that Purchaser did not rely upon, use or negotiate with any broker other than _____[or_____] ([collectively,] the **"Broker"**) in connection with this transaction. Purchaser agrees to indemnify Sponsor and hold Sponsor harmless from and against any costs, claims or expenses Sponsor may incur, including but not limited to attorneys' fees, arising out of or in any way connected with, Purchaser's breach of the foregoing representation. The provisions of this Par. 19 shall survive the closing hereunder or any earlier termination of this Agreement.

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

21. Survival of Sponsor's Obligations; Rights of Sponsor. Sponsor will have no obligations under this Agreement or the Plan after Sponsor gives Purchaser the deed to the Unit,

unless this Agreement or the Plan specifically gives Sponsor an obligation after that time. However, all representations required by Article 23-A of the General Business Law to survive delivery of the deed shall survive delivery of the deed.

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

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

24. Entire Agreement; Binding Nature of Agreement.

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

25. No Recording, Assignment or Advertisement; No Lis Pendens. Purchaser agrees not to record this Agreement. Purchaser also agrees not to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease prior to closing hereunder. Purchaser further agrees not to assign this Agreement or Purchaser's rights hereunder, without Sponsor's prior written consent, which consent may be withheld for any reason or no reason. Any purported assignment in violation of the foregoing shall be void and of no force and effect, and shall be a default under this Agreement. In the event of Sponsor's default hereunder Purchaser hereby waives Purchaser's right to file a lis pendens against the Unit. Violation by Purchaser of any of Purchaser's agreements in this Paragraph shall be a default under this Agreement.

26. Financing Contingency.

The terms and provisions of this Agreement and Purchaser's obligations hereunder may be contingent upon Purchaser securing financing of the Purchase Price (or a portion thereof) stated in this Agreement, but only if Sponsor and Purchaser execute the Financing Contingency Rider annexed hereto and Purchaser complies with the terms thereof. If either Sponsor or Purchaser, in their sole and absolute discretion, elects not to execute the Financing Contingency

Rider or Purchaser fails to comply with the terms of the Financing Contingency Rider, Purchaser understands and agrees that Purchaser's failure to obtain financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that even if the Financing Contingency Rider is executed by both Sponsor and Purchaser, if Purchaser chooses to finance Purchaser's purchase of the Unit through a party other than the Mortgage Lender (as such term is defined in the Financing Contingency Rider) or directly through a lending institution and obtain a commitment therefrom, this Agreement will not be contingent upon Purchaser obtaining financing. Neither a subsequent change in the terms of a commitment, the expiration or other termination of such commitment, a termination of a rate lock, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

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

Dated:_____, 200_

_____
Purchaser

_____
Purchaser

THIS AGREEMENT IS NOT BINDING ON SPONSOR UNTIL SIGNED BY:

HAMILTON HEIGHTS PARTNERS, LLC

By: _____
Name: Jacob Frumkin
Title: Managing Member

Dated:_____, 200__

PURCHASER ACKNOWLEDGES RECEIPT OF THE OFFERING PLAN AND AMENDMENTS AT _ (A.M.)(P.M.) ON ___,200__

Initials:

_____
Purchaser

and

_____

Purchaser

EXHIBIT A
TO
PURCHASE AGREEMENT
APPLICATION TO THE ATTORNEY GENERAL
FOR A DETERMINATION ON THE
DISPOSITION OF DOWNPAYMENTS

[Send this application to the reviewing attorney assigned to the subject plan.]

Re: _____

Address of Building or Name of Project

File Number: _____

Application is made to the Attorney General to consider and determine the disposition of downpayments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application.

1. Name of Applicant: _____
2. Address of Applicant: _____
3. Name, Address, and Telephone Number of Applicant's Attorney (if any): _____
4. This is an application for:
   - [ ] return of downpayment.
   - [ ] forfeiture of downpayment.
   - [ ] other: _____
5. The project is:
   - [ ] a conversion of occupied premises.
   - [ ] newly constructed or rehabilitated.
   - [ ] vacant (as is).
6. The project is structured as:
   - [ ] a cooperative.
   - [ ] a condominium.
   - [ ] a homeowners association.
   - [ ] a timeshare.
   - [ ] other: _____
7. Name and Address of Sponsor: _____
8. Name and Address of Escrow Agent: _____
9. If 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 downpayments have been secured by bonds:

(a) Name and address of bond issuer or surety: _____

(b) Copy of bond included in this application. (DO NOT SEND ORIGINAL BOND). If not included, explain:

_____

_____

11. If downpayments have been secured by a letter of credit:

(a) Name and Address of Bank which issued the letter of credit: _____

_____

(b) Date of expiration of the letter of credit, if known: _____

12. Plan information:

(a) Date of filing of Plan: _____

(b) Plan:

[ ] has been declared effective. Approximate date: _____

[ ] has not been declared effective.

(c) If effective, the Plan:

[ ] has closed or the first unit has closed. Approximate date:

[ ] has not closed.

[ ] don't know.

(d) Downpayments are secured by:

[ ] escrow account.

[ ] bonds.

[ ] letter of credit.

13. Contract information:

(a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)

(b) Date on which subscription or purchase agreement was signed: _____

(c) Date(s) of downpayment(s): _____

(d) Total amount of downpayment(s): _____

(e) Names and Address 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 B
TO
PURCHASE AGREEMENT
FINANCING CONTINGENCY RIDER TO AGREEMENT

Date of this Rider: _____, 200__

Re: Condominium Apartment No. ____
469/479 West 152nd Street Condominium
Premises: 469/479 West 152nd Street
New York, New York

1. Financing Contingency.

1.1. The obligations of Purchaser under the Agreement are conditioned upon issuance on or before the date which is thirty (30) days from the date the Agreement is accepted by Sponsor and returned to Purchaser (the "Commitment Date") of a written commitment (the "Commitment") from any Institutional Lender (defined below) pursuant to which such Institutional Lender agrees to make a loan, other than a VA, FHA or other governmentally insured loan to Purchaser, at Purchaser's sole cost and expense, of eighty percent (80%) of the Purchase Price of the Apartment) or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate or adjustable rate of interest and on a term of no less than thirty (30) years and on other customary commitment terms, whether or not conditioned upon any factors other than an appraisal satisfactory to the Institutional Lender, secured by a first mortgage against the Apartment (the "Mortgage Loan").

1.2. Purchaser shall:

(a) make a prompt application to an Institutional Lender for the Mortgage Loan through either INTERCONTINENTAL FUNDING, LLC, a New York State registered mortgage broker, having an address at _____ _____, New York _____ Attn: _____, Phone: (212) ; Email:_____ , or Commerce Bank, N.A., having an address at _____ _____, New York, New York _____ Attn: _____, Phone: (212) ; Email: (the "Mortgage Lenders") within three (3) days of the date of this Rider;

(b) furnish truthful, accurate and complete information, data and documents on Purchaser and members of Purchaser's family, as required, and

promptly submit such further information, data and documents requested by the Institutional Lender and the Mortgage Lender;

(c) pay all fees, points and charges required in connection with such application and the Mortgage Loan;

(d) pursue such application with diligence;

(e) cooperate in good faith with the Institutional Lender and the Mortgage Lender to the end of securing the Mortgage Loan;

(f) promptly give notice to Sponsor of the name and address of the Institutional Lender to which Purchaser has made such application; and

(g) comply with all requirements of the Commitment (or of any Commitment accepted by Purchaser) and furnish Sponsor with a copy thereof promptly after receipt thereof.

The obligations of Purchaser set forth in (a) through (g) above are, collectively, referred to herein as the "Financing Obligations". Purchaser agrees to diligently comply with all of the Financing Obligations.

1.3. At the sole and absolute option of Sponsor, if the Institutional Lender to which Purchaser has applied pursuant to paragraph 1.2 above refuses to issue a Commitment to Purchaser for any reason, Purchaser shall (a) make prompt application through the Mortgage Lender to another Institutional Lender determined by the Mortgage Lender for the Mortgage Loan within seven (7) business days from the date Purchaser is notified that the first Institutional Lender refuses to issue a Commitment to Purchaser, in which event the Commitment Date shall be deemed extended for an additional thirty (30) days from such date; and (b) otherwise comply with all of the other Financing Obligations set forth in paragraph 1.2 above.

1.4. If a Commitment is not issued on or before the Commitment Date pursuant to paragraphs 1.2 or 1.3 above, then unless Purchaser has accepted a Commitment that does not comply with the requirements set forth in paragraph 1.1 above, Purchaser may cancel the Agreement by giving notice to Sponsor (the "Cancellation Notice") within five (5) business days after the Commitment Date, "time being of the essence", in which case, the Agreement shall be deemed canceled and thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of the Agreement except that the Deposit shall be refunded to Purchaser within ten (10) business days thereafter. The Cancellation Notice shall be accompanied by a copy of any loan refusal letter or non-complying Commitment (as the case may be) issued by the Institutional Lender, if available, or if not available, provided promptly after receipt. If Purchaser fails to give the Cancellation Notice or if Purchaser shall accept a Commitment that does not comply with the requirements set forth in paragraph 1.1 above, then Purchaser shall be deemed to have waived Purchaser's right to cancel the Agreement and to receive a refund of the Deposit by reason of the contingency contained in this Rider.

1.5. The term "Institutional Lender" shall mean a commercial bank, savings bank, trust company, savings and loan association, an insurance company, an educational institution, a federal, state, municipal or similar public employee's welfare, pension or retirement fund system, credit union to which Purchaser is a member, or a state or an agency thereof and a political subdivision of a state or an agency thereof.

2. Definitions

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Agreement or in the Plan.

3. Conflicts.

In the event of any inconsistency between the provisions of this Rider and those contained in the Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

IN WITNESS WHEREOF, Purchaser has executed this Rider the day and year first above mentioned.

_____
Purchaser:

_____
Purchaser:

ACCEPTED:

SPONSOR:

HAMILTON HEIGHTS PARTNERS, LLC.

By: _____
Name: Jacob Frumkin
Title: Managing Member

EXHIBIT C

J-51 CONSENT

I (WE),_____, being the purchaser(s) of Unit No. ____ at 469/479 West 152nd Street Condominium, located at 469/479 West 152nd Street, New York, New York, as part of the consideration for purchasing said Unit, hereby consent to a building-wide allocation (allocation to all Residential Units) of any real estate tax exemption and/or tax abatement benefits obtained for the Residential Units at 469/479 West 152nd Street, New York, New York, ("**Premises**") pursuant to Section 11-243, formerly Section J51-2.5, of the Administrative Code of the City of New York. Said allocation to be apportioned in the same ratio that the proportionate share of the Common Elements of each Residential Unit bears to the total aggregate proportionate share of Common Elements of all Residential Units or on the same basis as the Department of Finance of the City of New York apportions the assessed value of the Property after the renovations are made by Sponsor to the individual Residential Units.

I (We) hereby expressly release and discharge all Residential Unit Owners and all other Unit Owners, their heirs, successors and assigns, the Condominium Board of Managers, the Sponsor, and the City of New York from any and all acts, claims, damages or demands of any nature whatsoever which I (We), my heirs, successors or assigns ever had, may have, or will have against other Residential Unit Owners and all other Unit Owners, their heirs, successors and assigns, the Condominium Board of Managers, the Sponsor, or the City of New York, with respect to the aforesaid allocation.

I (We) hereby waive and relinquish any and all rights to challenge or contest such allocation in any manner of form.

The provisions of this agreement shall be a covenant which shall run with the Premises, and shall be binding on me (us)(my)(our) successors, heirs and assigns; and shall benefit the Condominium Board of Managers, the Sponsor, the City and each Residential Unit Owner and each other Unit Owner of the Condominium.

_____
Purchaser:

_____
Purchaser:

STATE OF NEW YORK)
ss.
COUNTY OF)

On the_____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
ss.
COUNTY OF)

On the _____day of _____ in the year 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT D
TO
PURCHASE AGREEMENT
PRE-CONTRACT LEAD PAINT INSPECTION AGREEMENT

_____ ("Prospective Purchaser") is considering the purchase of Condominium Unit _____ (the "Apartment") at 469/479 West 152nd Street, New York, New York from Hamilton Heights Partners, LLC ("Prospective Seller").

The parties acknowledge that applicable Federal regulations, specifically 24 CFR Part 35 and 40 CFR Part 645, required (among other things) with respect to the Apartment that the Purchaser has received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (unless the parties have mutually agreed to a different period of time.) Before becoming obligated under the contract to purchase the Apartment. Alternatively, a purchaser who chooses to waive the risk assessment or inspection opportunity must so indicate in writing.

In accordance with the foregoing requirement (cross out and initial (a), (b) or (c) below, whichever does not apply):

1. The Prospective Purchaser hereby chooses to waive any risk assessment or inspection opportunity for lead paint with respect to the Premises; or

2. The parties hereto hereby agree to reduce the 10-day opportunity to inspect to a period not to exceed five (5) business days.

3. The parties have agreed that Prospective Purchaser shall have the opportunity to inspect the Apartment during the period beginning _____, 200_, through and including _____, 200__. If Prospective Purchaser elects to make an inspection, he or she shall comply with the following requirements:

Prospective Purchaser hereby indemnifies and holds harmless Prospective Seller from any and all claims, liabilities, causes of action, losses, damages, costs and expenses (including reasonable attorneys fees) resulting from the inspection.

Initially, Prospective Purchaser shall use only such inspection methods as do not require any removal of any wallpaper, paint or any item permanently affixed to the Apartment. If Prospective Purchaser deems it necessary to remove paint or wallpaper or any other item permanently affixed to the Apartment, no removal may occur until the specific location of the work is identified to Prospective Seller, Prospective Purchaser agrees to repair and restore the Apartment to the same condition that currently exists immediately following the inspection, and Prospective Purchaser delivers into escrow to be held by Prospective Seller's attorney an amount agreed between the parties to be sufficient to complete such repair and restorations, which amount shall be held and applied as invoices are presented.

Prior to undertaking any such inspections, the Prospective Seller may require the contractor performing such inspection to add the Prospective Seller as an additional insured party on such contractors comprehensive general liability insurance policy and to provide evidence of such coverage.

Prospective Purchaser hereby acknowledges that he or she has not been pressured or coerced by Prospective Seller or any other person to waive or limit the 10-day opportunity to inspect.

The parties agree that this document does not constitute a contract for the sale of the Apartment, and does not bind either of the parties or in any way except as it relates to the right and manner of conducting an inspection for lead paint in the apartment. Whether or not the Prospective Purchaser desires to undertake a lead-based paint inspection, the Prospective Seller reserves the right to continue to market the Apartment to other Prospective Purchasers and to enter into a Contract of Sale with another Prospective Purchaser during or after the pendency of the inspection period.

_____
PROSPECTIVE PURCHASER

_____
PROSPECTIVE PURCHASER

HAMILTON HEIGHTS PARTNERS, LLC

By: _____
Name: Jacob Frumkin
Title: Managing Member

_____
BROKER

The broker signing below is a real estate broker duly licensed in the State of New York who provided this form to the parties and who has received a fully executed copy on the _____ day of _____, 200__. Broker acknowledges that he or she is not entitled to a commission solely based upon the execution and delivery of this Agreement.

FORM OF INSPECTION STATEMENT

469/479 WEST 152nd STREET CONDOMINIUM

469/479 WEST 152nd STREET
NEW YORK, NEW YORK

Date:_____

469/479 West 152nd Street
c/o Berman and Frunkin, LLP
855 Avenue of the Americas – Suite 610
New York, New York 10001

Re: 469/479 West 152nd Street, New York, New York - Unit No.

Dear Sponsor:

The undersigned is/are the purchaser of the captioned Unit.

I/We understand that the attached Inspection Checklist (the **"Inspection Checklist"**) is to be completed prior to closing by me/us, together with your authorized representative. The Inspection Checklist will be signed by your representative and me/us, at the time of the pre-closing walk-through inspection.

I/We further understand that you agree to complete all items listed on the Inspection Checklist signed by you and me/us, within a reasonable period of time following closing of my/our Unit, weather permitting, and subject to delays for work or materials beyond your control (i.e., force majeure delays, etc).

Accordingly, I/we understand that within a reasonable period of time following closing, you will contact me/us to arrange a mutually convenient time to complete the work, if any, set forth on the Inspection Checklist.

I/We am/are aware, that notwithstanding the foregoing, your obligation to repair or correct items on the Inspection Checklist is conditioned upon your ability to gain access to my/our Unit. I/We agree that if I/we do not provide you access to the Unit within ten (10) days after you have notified us of your intention to complete the Inspection Checklist work in my/our Unit, then you shall have no further obligation to complete the items of work set forth on the Inspection Checklist.

I/We agree to be present in the Unit at the time the work is being performed and I/we further agree that I/we will promptly initial each item set forth on the Inspection Checklist as it is completed, to acknowledge completion. My/Our failure to respond to you within five (5)

business days of your written request for such acknowledgment shall be deemed to mean that I/we accept and acknowledge the work as complete. I/We understand that work indicated on the Inspection Checklist shall be performed in accordance with the standards set forth in the Offering Plan. In the event of a dispute, I/we agree that your contractor, architect or engineer shall determine whether or not such work was performed according to such standard and his or her decision shall be binding on the parties hereto.

Your representation that you will complete items on the Inspection Checklist within a reasonable period of time following closing shall survive closing of title to the Unit.

_____

PURCHASER'S SIGNATURE [If there are multiple purchasers and only one purchaser or agent signs, such signature shall be deemed binding on all purchasers.]

_____

PURCHASER'S SIGNATURE

_____

PURCHASER'S SIGNATURE

SPONSOR:

HAMILTON HEIGHTS PARTNERS, LLC

By: _____
Name: Jacob Frumkin
Title: Managing Member

INSPECTION CHECKLIST: 469/479 WEST 152nd STREET CONDOMINIUM
469/479 West I52nd Street, New York, New York

UNIT _____ PURCHASER:_____

DATE _____ TELEPHONE NO.(Home):_____
TELEPHONE NO. (Work)_____

ITEM INITIALS

The undersigned Purchaser(s) has (have) inspected the Unit on date specified below, and finds the Unit satisfactory except for the items noted above.

Inspection Date and Time

Purchaser

Sponsor's Representative

Purchaser

POWER OF ATTORNEY

469/479 WEST 152nd STREET CONDOMINIUM

469/479 WEST 152nd STREET
NEW YORK, NEW YORK

UNIT NO.: _____

BLOCK: _____

LOT: _____

COUNTY: NEW YORK

RETURN BY MAIL TO:

BOARD OF MANAGERS OF
469/479 WEST 152nd STREET CONDOMINIUM

c/o Penmark Realty Corp.
5 East 86th Street
New York, NY 10028
Attn: Leslie Winkler

POWER OF ATTORNEY

The undersigned, is/are the Owner(s) of Unit ____ in the building known as 469/479 West 152nd Street Condominium (the **"Condominium"**), 469/479 west 152nd Street, Borough of Manhattan, City, County and State of New York, as designated and described in the Declaration establishing 469/479 West 152nd Street Condominium, dated _____, 200_, recorded in the office of the New York City Register, County of New York, on in Reel ____ at page ____ (the **"Declaration"**), and as also described on the floor plans filed in the Real Property Assessment Department in the City of New York, New York County, as Condominium Plan No. _____.

The undersigned does hereby nominate, constitute and appoint the Board of Managers of the Condominium and successors of said entity, true and lawful attorney-in-fact for the undersigned, with a power coupled with an interest, with power of substitution, subject to any prohibitions or limitations on the exercise of such power or the acts for which it is given, as are set forth in the Declaration or the By-laws of the Condominium, (1) to acquire, in their own names as members of the Board of Managers or in the name of their designee, corporate or otherwise, by deed, on behalf of all owners of Condominium Units (a) any Unit whose Owner desires to sell convey or assign the same, the Common Interest appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of sale or lease thereof, if any, and the interest of such Unit Owner in all other assets of the Condominium (hereinafter collectively called the **"Appurtenant Interests"**), or (b) any Unit which shall be the subject of a foreclosure or other judicial sale or whose Owner desires to surrender or abandon same, (2) to lease any Unit whose Owner desires to rent the same, at such prices or at such rental, as the case may be, and on such other terms, and conditions as said attorney-in-fact shall, in their sole discretion deem proper, (3) thereafter to convey, sell, lease, sublease, mortgage, vote, or otherwise deal with any such Unit so acquired by them, on such terms and conditions as said attorney-in-fact in their sole discretion determine, granting to said attorney-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, and (4) to execute, acknowledge and deliver (a) any instrument affecting the Unit in connection with any petition seeking administrative and judicial review of an assessment made in accordance with Real Property Law § 339-y(l), which the undersigned, by separate written agreement, may have authorized the Board of Managers to undertake, pursuant to a Real Property Law § 339-y(4), (b) any declaration or other instrument affecting the Condominium which the Board of Managers deems reasonably necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium, or (c) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium which the Board of Mangers deems necessary or appropriate.

Notwithstanding any other provision of this power the Board of Managers may not act so as to adversely affect the rights of the Sponsor, without the prior written consent of the affected

entity. This Power of Attorney shall be exercised in accordance with the By-Laws of the Condominium.

The acts of a majority of such persons shall constitute the acts of said attorney-in-fact.

This Power of Attorney is irrevocable and shall not be affected by the subsequent disability or incompetency of the undersigned.

IN WITNESS WHEREOF, I (we) have (has) executed this Power of Attorney this ____ day of _____, _____.

_____

_____

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

On the _____ day of _____, _____ before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that be 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

FORM OF RESIDENTIAL UNIT DEED

HAMILTON HEIGHTS PARTNERS, LLC

TO

CONDOMINIUM UNIT _____
469/479 WEST 152nd STREET CONDOMINIUM
469/479 WEST 152nd STREET
NEW YORK, NEW YORK

Section: _____
Block: 2067
Lots: _____
County: New York

RETURN BY MAIL TO:

Herzfeld & Rubin, P.C.,
Attorneys for Declarant
40 Wall Street
New York, New York 10005
Attn: Kevin J. Vernick, Esq.
(212) 471-8500

THIS INDENTURE, made the ___ day of ___, 200 _ between HAMILTON HEIGHTS PARTNERS, LLC, having an office c/o Berman & Frumkin, LLP, 855 Avenue of the Americas, Suite 610, New York, New York 10001 **("Grantor")** and _____ residing at _____ **("Grantee").**

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release onto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Residential Unit known as Residential Unit No._____ (the "Unit") in the Building known as 469/479 West 152nd Street Condominium and located at 469/479 West 152nd Street, Borough of Manhattan, City, County and State of New York (the **"Building"),** designated in the Declaration establishing a plan for condominium ownership of the Building and the land upon which the Building is situated (said Building and land referred to herein as the **"Property"** or the **"Condominium")** dated _____ ,200__ made by Grantor as Declarant pursuant to Article 9-B of the Real Property Law of the State of New York (the **"Condominium Act"),** and recorded in the Office of the Register of the City of New York in the County and State of New York (the **"City Register's Office")** on _____, 200___, in Reel ____ at Page ___ (the **"Declaration").**

The Unit is also designated as, Tax Lot _____ in Block ____ of Section ____ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the floor plans of the Building, certified by [George Schwarz Architect], Registered Architect on _____, 200___ and filed with the Real Property Assessment Department of the City of New York on _____, 200___ as Condominium Plan No._____, and also filed in the City Register's office on _____, 200___

The land on which the Building is located is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

See "Exhibit "A" attached hereto and made a part hereof.

SAID PREMISES being known as and by the street address number 469 West 152nd Street and 479 West 152nd Street, New York, New York

TOGETHER with an undivided _____ percent (___%) interest in the Common Elements (as such term is defined in the Declaration) appurtenant to the Unit (hereinafter called the **"Common Elements");**

TOGETHER with the benefits, rights, privileges, easement and subject to the burdens, covenants, restrictions and easements all as set forth in the Declaration and By-Laws.

TOGETHER with an easement for support and for the continuance of all encroachments by the Unit on any other Units and the Common Elements, now or hereafter existing as a result of construction of the Building, or the settling or shifting of the Building, or the repair or restoration of the Building (or any portion thereof) or of the Unit after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to the unit to the Common Elements made by or with the consent of the Board of Managers of the Condominium (hereinafter called the **"Condominium Board")** in accordance with the Declaration and By-Laws appended thereto, so that any such encroachments may remain so long as the Building shall stand;

TOGETHER with an easement in common with the Owners of other Units to operate, maintain, alter, repair, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits, flues, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property and serving the Unit;

TOGETHER with and SUBJECT to the easements created by the Declaration, which are incorporated herein by reference as though fully set forth herein;

TOGETHER with the right, if any, to the use of the Limited Common Elements as set forth in the Declaration; and

SUBJECT to the rights of other Unit Owners to use the Limited Common Elements appurtenant to their Units, if any, as set forth in the Declaration;

SUBJECT to an easement in common with all other Unit Owners to use, install, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements, and any pipes, wires, ducts, vents, cables, conduits, or other lines, equipment or facilities forming a part of or related to such Common Elements, located in, over, through, under or upon the Unit, other Units, the Common Elements, or other parts of the Property, provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use thereof for dwelling, home occupation, or other lawful purposes;

SUBJECT to the rights, obligations, easements, restrictions and all other terms, covenants, conditions and provisions of the Declaration and By-laws and Tax Lot Drawings filed therewith, as the same may be amended from time to time by instruments recorded or filed in the Office of the Register of the City of New York, in the County and State of New York, all of which, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

SUBJECT also to act declaration or instrument affecting the Property which Grantor has filed to comply with any law, ordinance, regulation, zoning resolution or requirement of any public agency or authority, applicable to construction, alteration, repair or restoration of the Building;

SUBJECT also to easements in favor of other Units and in favor of the Common Elements or Limited Common Elements for the continuance of all encroachments of such other Units or Common Elements or Limited Common Elements on the Unit, now or hereafter existing as a result of construction of the Building, or the setting or shifting of the Building, or the repair or restoration of the Building (or any portion thereof) or of any other Unit or the Common Elements or Limited Common Elements, after damage or destruction by fire or casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Condominium Board or by the Grantor, or its designee and its respective successors, and assigns, or any Unit Owner in accordance with the Declaration and the By-laws so that any such encroachments may remain so long as the Building shall stand;

SUBJECT also to a right of access to the Common Elements, the Unit and other Units by the Grantor or its designee, and its respective successors and assigns, their contractors, subcontractors, agents and employees, for the purposes of completing construction of the Building in accordance with the plans and specifications therefor and to fulfill Grantor's obligations as set forth in the Offering Plan covering the Condominium, provided that access thereto is exercised in such a manner as will not unreasonably interfere with the use of the Unit for dwelling, home occupation, or other lawful purposes;

SUBJECT also to existing easements and the right reserved in the Declaration to establish, grant and create additional utility easements, in favor of any utility company for construction, use, maintenance, repair and replacements of all utility lines, wires, terminal boxes, pipes, cables, conduits and other equipment and facilities in, under, over and across the Property;

SUBJECT also to the additional Permitted Encumbrances set forth on **Exhibit A** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Grantee, the heirs or successors and assigns of the Grantee, forever;

The use for which the Unit is intended is for residential dwelling purposes subject to such other uses as may be permitted by the Declaration, the By-laws and applicable law.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in anyway whatever, except as aforesaid.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply

the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws of the Condominium recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof, as the same may be amended from time to time by instruments recorded in the City Register's Office and to comply with the Rules and Regulations of the Condominium.

This conveyance is made in the ordinary course of business actually conducted by the Grantor herein.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this deed the day and year first above written.

GRANTOR

HAMILTON HEIGHTS PARTNERS, LLC

By:_____
Name: Jacob Frumkin
Title: Managing Member

GRANTEE

_____

_____

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

On the _____ day of _____, _____ before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____, _____ before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and tbat by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A - PERMITTED ENCUMBRANCES

1. Any state of facts an accurate survey of the Property or personal inspection of the Unit and/or Property would show;

2. All of the terms, covenants and conditions of the Declaration, the By-laws, the Tax Lot Drawings as they are filed or recorded, the Rules and Regulations of the Condominium and the Offering Plan and amendments thereto;

3. Power of attorney from the Unit Owner to the Board of Managers and the Residential Committee and their successors in office;

4. All easements set forth in the Declaration and By-laws;

5. Zoning Lot Ownership Statement, if required by law, ordinance, regulation, zoning resolution or administrative agency, to be recorded in the Office of the City Register and any other declaration or instrument affecting the Property which Sponsor must file to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, New York City Planning Commission, Board of Standards and Appeals, or of any other public agency or authority, applicable to the construction, alteration, repair, demolition or restoration of the Building;

6. Zoning and other resolutions, regulations and ordinances (and amendments thereto) now or hereafter adopted;

7. Consents by Sponsor or any former owner of the Property for the erection of structure(s) under or above any street on which the Property abuts;

8. Standard exceptions contained in the form of title insurance policy then issued by Cornerstone Land Services, LLC (the ***"Title Company"***);

9. Any encumbrance as to which the Title Company would be willing, in a fee policy, to insure (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien;

10. All other covenants, restrictions, easements and agreements recorded against the Unit or the Property before and after execution of the Purchase Agreement.

STATEMENT BY SPONSOR'S ENGINEER OR ARCHITECT
PURSUANT TO REGULATION §20.4(C)

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

Re: Condominium Offering Plan
469/479 West 152nd Street, New York, New York
469/479 West 152nd Street Condominium

The sponsor of the offering plan to convert the captioned property to condominium ownership retained me/our firm to prepare a report describing the construction and/or renovation of the property (the "Report"). We visually inspected existing portions of the renovated property, if any, on July 7, 2005, and we examined the building plans and specifications that we were prepared by George Schwartz,, Architect, dated July 18, 2005 & July 21st, 2005 and prepared the Report dated July 29, 2005, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

I am/we are a registered architect/licensed engineer in the State in which the property is located.

I/We understand that I am/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 this Report (addendum).

I/We have read the entire Report (addendum) and investigated the facts set forth in the Report (addendum) and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I/We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property (the aspects of the property discussed in the addendum) as it will exist upon completion of renovation and/or construction, provided that renovation and/or construction is in accordance with the plans and specifications that I/we examined;

(ii) in my/our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property (the aspects of the property discussed in the addendum) as it will exist upon completion of renovation and/or

construction, provided that renovation and/or construction is in accordance with the plans and specifications that I/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 ore representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I/we:

(1) knew the truth;

(2) with reasonable effort could have known the truth;

(3) made no reasonable effort to ascertain the truth; or

(4) did not have knowledge concerning the representation or statement made.

I/We further certify that I am/we are not owned or controlled by and have no beneficial interest in the sponsor and that my/our compensation for preparing this Report (addendum) is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

By: _____
Name: George Schwarz
Registered Architect

[ARCHITECT'S SEAL]

REGISTERED ARCHITECT
GEORGE SCHWARZ
No. 12075
STATE OF NEW YORK

Sworn to me

This 2 day of Dec., 2005

_____
Notary

CHUAN WANG
Notary Public, State of New York
No. 01WA6002716
Qualified in Suffolk County
Commission Expires Feb. 17, 2006

DESCRIPTION OF THE PROPERTY AND SPECIFICATIONS

A. Location and Use of the Property:

1. Address: 469 & 479 West 152nd Street
New York, NY

2. Block/Lot Number: Block 2067, Lot 5 (479 West 152nd St.)
Block 2067, Lot 10 (469 West 152nd St.)

3. Zoning: Zone R7-2

4. Permissible Uses: Use groups 1, 2, 3, 4 permitted, which include Residential and Community Facility uses, including Accesory uses. The Property and proposed uses will comply with all zoning and use requirements at closing. Both buildings will comply with Local Law 58.

B. Status of Construction:

1. Year built: (#479) 1920.
(#469) 1920.

2. Class of Construction: #469 and #479: Class 3 Non-Fireproof.

3. Certificate of Occupancy:
(#479) There is no existing Certificate of Occupancy for the Building. A Certificate of Occupancy, primarily Class 'A' apartments, will be issued for the Building when the alteration is complete. A Temporary Certificate of Occupancy will be obtained by Sponsor prior to closing.
(#469) There is no existing Certificate of Occupancy for the Building. A new Certificate of Occupancy,

entirely Class 'A' apartments, will be issued for the Building when the alteration is complete. A temporary certificate of occupancy will be obtained by Sponsor prior to closing.

4. Description of Work:

(#479)The existing exterior of the Builiding is to remain.The Building is undergoing a gut renovation consisting of the installation of all new structural, flooring, framing, electrical, plumbing, sprinkler, HVAC and window systems. A new stair and elevator will be installed. A new addition will be added at the top of the building consisting of the elevator and stair bulkhead. The fire escapes will be removed. A Community Facility deeded to the Dance Theater of Harlem, Inc. will be constructed in the cellar. There are no existing tenants. All apartments and the community facility will have all new finishes. This work will be done under an Alteration Type I. Sponsor has obtained all required permits in connection with the work to be done. Sponsor has filed all building plans required for the work and such plans have been approved the City of New York, Department of Buildings.

(#469) The existing exterior of the Builiding is to remain. The Building is undergoing a gut renovation consisting of the installation of all new structural, flooring, framing, electrical, plumbing, sprinkler, HVAC and window systems. A new stair and elevator will be installed. A new addition will be added at the top of the building consisting of the elevator and stair bulkhead. There are no existing tenants. All apartments will have all new finishes. This work will be done under an Alteration Type I.

C. <u>Site:</u>

1. Size:

The size of the property is approximately 1,879 square feet (#469)

The size of the property is approximately 4,681 square feet (#479)

2. Number of Buildings and Use:

There is one Building on each lot. Both will be used primarily for residential purposes. There will be 6 Residential Units in #469 and 15 units in #479 located on the 1st through 5th floors. One Community Facility, 'Community Facility,' will be located in the cellar of # 479.

There will be one residential entrance for each building on 152nd street. The shared service entrances are also located on 152nd street. The entrance to the Community Facility is located on 152nd street.

3. Streets:

The property is abutted by 152nd street. This street is paved with asphalt, owned and maintained by the City of New York, and is in fair condition.

The street abutting the property is pitched to drain through catch basins. 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 sidewalk adjacent to the property is a concrete sidewalk running full width from the property line along the street and pitched for drainage to the curb. All curbs abutting the property are existing steel-faced concrete curbs. The sidewalks and curbs are in fair condition. There are no existing New York City light poles providing sidewalk lighting.

Side lighting will consist of two wall-mounted fixtures per building. No site plan or landscaping plan is required or has been filed in connection with this project.

D. Utilities:

1. Electricity: Electricity is provided by Consolidated Edison Company ("Con Edison"), a regulated company. The electricity consumed by the Residential portion is metered individually by Con Edison for each residential unit (including the electricity required to power heat pump units, and electric convection cooking). The electricity consumed in the Community Facility Unit will be separately metered by Con Edison and paid for by the owners of such units. Finally, the electricity consumed in the Public Areas of the building will be metered by Con Edison, and the cost of the same will be borne by the Residential Unit Owners, and Community Facility 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. Any gas consumed in the Community Facility Unit will be separately metered and paid for by the Owner of such unit. Gas will be provided to residential owners on individual meters.

3. Water and Sewer: Any water consumed in the Community Facility Unit will be separately sub-metered and the charges for such water and the corresponding sewer rents will be paid for by the owners of such unit.

4. Steam: None.

5. Telephone: "Local" telephone service will be provided by Verizon and/or another service provider. Every Unit Owner will be required to pay their associated telephone charges and initial charges for activating individual outlets in the Unit, except for the kitchen outlet. Similarly, the charges with respect to the telephones in the Commercial Unit will be separately paid for by the Commercial Unit Owner or their tenants. 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.

6. Cable Television: Cable 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 appropriate outlets in the same. 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.

7. High Speed Internet: Unit Owners will be able to obtain high-speed internet access by DSL or cable modem. Every Residential 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 appropriate devices as required. 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.

E. Sub-Soil Conditions:

1. Uneven foundation movement or settling: None.

2. Evidence of moisture, seepage, or ground water infiltration: None

3. Danger from Flooding: None

F. Landscaping and Enclosures:

1. Planting Areas: None.

2. Trees: None.

3. Fencing, Gates and Garden Walls: 8' high stainless steel chainlink fence to be constructed at perimeter of property.

4. Display Pools and Fountains: None.

G. Building Size:

(#469)

1. Total Height: Approximately 52'-1" from first floor lobby to main roof.

2. Subcellar: None.

3. Cellar: There is one cellar – height varies.

4. Number of Floors: There are 5 stories above grade, floors 1-5.

5. Equipment Rooms: At Cellar.

6. Parapet/Railing Assemblies:
The parapet and/or railing assemblies will extend a minimum of 3'-6" above the roofs. Where existing assemblies are lower, new extensions will be added.

7. Location of Units and Residential Lobby:
Cellar: None.
First Floor: Residential Lobby, 2 Residential Units.
Floors 2-5: 4 Residential Units.

(#479)

1. Total Height: Approximately 52'-1" from first floor lobby to main roof.

2. Subcellar: None.

3. Cellar: There is one cellar – height varies.

4. Number of Floors: There are 5 stories above grade, floors 1-5.

5. Equipment Rooms: At Cellar.

6. Parapet/Railing Assemblies:

The parapet and/or railing assemblies will extend a minimum of 3'-6" above the roofs. Where existing assemblies are lower, new extensions will be added.

7. Location of Units and Residential Lobby:

Cellar: 1 Community Facility Unit.
First Floor: Residential Lobby and 3 Residential Units.
Floors 2-5: 12 Residential Units.

H. Structural System:

1. Structural System: The building's existing structure will be removed. There will be a newly constructed structural system. That structure utilizes structural steel columns and beams, wooden joists, metal deck, and concrete. It will be fireproofed in conformance with the Code.

2. Exterior Walls: The existing foundations consist of a two foot wide rubble foundation in fair condition. There are no footings. The existing exterior walls are solid brick construction and brick on terracotta or block back-up in some locations. The walls are approximately one foot thick. The lower floor of the street facade has a limestone veneer over the brick. At various locations, terracotta is used as a decorative trim. The walls, facings, detailings, lintels, sills and back-ups are generally in fair condition.

The brickwork will be repointed and cracked and damaged bricks will be replaced. All brick and terracotta surfaces will be cleaned. Spalled areas of the terracotta trim will be patched and coated with a masonry paint. All open and/or deteriorated joints in the terracotta and limestone will be grouted and/or caulked. All lintels will be cleaned and painted.

As the ornamentation appears to be in good condition, with minor exceptions, it will be left untouched except for pointing, caulking, surface treatment (paint) and correction of discovered cracks or other discovered defects. However, 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.

Elevator and stairwell bulkhead walls will be constructed of concrete blocks.

All existing exterior walls at the Residential Units will receive an interior finish of 5/8" inch gypsum board applied to generally 3 5/8" metal studs with 3½" foil-faced fiberglass insulation. The exterior masonry walls, inclusive of the new interior finish will have an aggregate nominal thickness of 1'-4" and an "R" rating of 11.

3. Doors and Windows: Doors will be 1 ½ hour hollow metal fireproof self-closing doors with chainguard and peephole.
Windows:
(i) Manufacturer: Crystal Windows and Door Systems, 31-10 Whitestone Expressway, Flushing NY 11354
(ii) Model No.: 2000
(iii) Type: Aluminum double hung windows with insulated glass. All windows to be weather stripped and thermally broken.
(iv) Warranty: 15 years

4. Parapets and Coping: Parapets will be brick. Coping on streetside will be metal, anodized or aluminum. Coping on back of the building will be terracotta.

5. Chimneys and Caps: Chimneys will be brick. Chimney caps will be metal.

6. Balconies and Terraces:
(#479) There will be a finished roof terrace for use by residents. It will be constructed of wood decking.
(#469) There will be a roof terrace accessible to occupants of the top-floor (5th floor) Residential Unit. It will be constructed of wood decking. It will be fenced

off from the common roof terrace. It will also be constructed of wood decking.

7. Exterior Entrances: Front entrance will be constructed of wood and glass with wood transom.

8. Service Doors: Service doors will be metal.

9. Roof and Roof Structures:

All roofs will be constructed of all new material.
(i) Material: EPDM roof
(ii) Insulation: Tapered rigid insulation, 0" minimum thickness, R-19 minimum
(iii) Surface Finish: Gravel Ballast, paved with ceramic tile
(iv) Guarantee: 15 years
(v) Flashing material including couner flashing: Karnac

Interior roof drains will be provided on the roof. Gutters and leaders shall be external and constructed of aluminum and galvanized steel.

10. Fire Escapes: 479 None. Fire escape will be removed and a double stair installed in the interior of the Building.
469 Existing steel fire escape will be scaped, primed, and painted.

11. Yards and Courts: None

12. Interior Stairs: 479 Public Stair
Number of stairs: 1 scissor stair
Enclosure: Painted 8" Block Walls
Stair Construction: Steel pan with concrete treads
Stringers: Steel
Treads: Concrete
Risers: Steel
Guard Rails: Metal

Balustrade: None

469 Public Stair
Number of stairs: 1 stair
Enclosure: Painted 8" Block Walls
Stair Construction: Steel pan with concrete treads
Stringers: Steel
Treads: Concrete
Risers: Steel
Guard Rails: Metal
Balustrade: None

469 Duplex Unit Stair
Number of stairs: 1 stair
Enclosure: N/A
Stair Construction: Steel pan with hardwood treads
Stringers: Steel
Treads: Hard Wood
Risers: Hard Wood
Guard Rails: Steel
Balustrade: Steel

13. Interior Doors and Frames:
Wood, wood-paneled.

14. Elevators:
Number of Passenger Elevators: 1 per Building
Number of Service Elevators: None
Capacity: 2,000 lbs.
Speed: 125 feet per minute
Travel in Feet: 469 51'-11'
479 51'-8"
Number of Landings: 6
Number of Front Openings: 6 at C, 1-5
Number of Rear Openings: 0
Operation: Simplex selective collective
Control: AC for hydraulics
Machine Type: Hydraulic Pump
Machine Room Location: BRIAN ADD

15. Elevator Cabs:

Kind: TBD; the manufacturer and quality of materials and design will be equal or better to Otis Elevator and their materials and design.
Floor: VCT
Walls: Wood Panel
Ceiling: Plastic Laminate
Lighting: Flourescent
Alarm, safety system: Alarm as provided per NYC Code

I. Auxiliary Facilities:

There are no shared laundry facilities, parking facilities, swimming pools, tennis courts, playground, or other recreational facilities associates with this project. The shared roof level recreation space is described above. No recreation facilities or equipment are provided as part of that space.

J. Plumbing and Drainage:

1. Water Supply:

Cold water is provided from the street main by the City of New York municipal water. For each building, a a 21/2" domestic water and a 4" fire service are provided. Both services are metered and provided with backflow prevention devices. Services are located in the cellar.

Charges for water usage will be included in the residential common charges. Water use will be metered and the costs of that use will be reimbursed by the Commercial Unit. All water invoices will be combined and will be a common charge of the condominium. The building will be provided with a combination complete sprinkler and stand pipe system in accordance with the NYC Building Department Code.

All water distribution piping will be new Type "L" copper pipe. Hot and cold water risers will be insulated.

2. Fire Protection:

Tne Building is fully sprinklered. The sprinkler system is supplied with water by a 4" water feed. The system will be served by a fire pump.

A hose rack will be provided in stairway of each floor. A Siamese connection is located on the exterior of the building. Sprinkler heads shall be approved heads of the upright, pendant, and sidewall types.

3. Water Storage: Not applicable. No water storage tank is exists at the Property.

4. Water Pressure: Not applicable.

5. Sanitary Sewer System:

The sanitary sewage system consists of cast iron waste piping, typically discharging by gravity through connection into the combined sewer.

All apartment waste piping will be no-hub new type. Connections to the city sewer are existing and no permits are required. Charges for sewer services are billed in proportion to metered water usage and will be included in the residential common charges.

6. Permits Required: The Building will be renovated under an alteration application. Drawings have been filed under Alteration Application Nos. 104008020 (#469) and 1033551112 (#479).

All required inspection certificates and permits, including Elevator Inspection and Sprinkler System, will be provided before closing.

7. Storm Drain System:

The storm drainage system consists of roof drains and cast iron leaders which discharge by gravity through a 4" storm line into the combined sewer in the street. The connections to the city sewer will require permits. Charges for sewer service are billed as part of the water usage, as described above.

K. <u>Heating:</u>

The heating system is completely new.

The residential units will be heated by high efficiency gas furnaces directly vented to the outdoors. In 469 the gas furnaces will be located in the residential units; in 479 they will be located in the cellar.

The following furnaces will be provided:
469 1A, 1B -- Magicaire Model 24 BVX
469 2A-5A -- Magicaire Model 48 BVX
479 1A-5A -- Magicaire Model 24 BVX
479 1B-5B -- Magicaire Model 36 BVX
479 1C-5C – Maigicaire Model 48 BVX

All Magicaire products are manufactured by United Electric Company, LP, 501 Galveston St. Wichita Falls, TX 76301

The units will utilize overhead constant volume duct and gas distribution to meet the heating loads specified. This system will utilize power from the individual residential unit. All costs of operating and maintaining the individual heating system will borne by the individual owner.

Bathrooms at the top floor will have electric kick space heaters. These units will be individually controlled by thermostat, and will draw power from the individual unit electric panels.

The heating system is designed to maintain indoor air temperature within dwelling units at or above 72° F at outdoor air temperatures as low as 11°F.

The lobby and common areas will be provided with 1500 cfm gas fired furnace vented to the outdoors. The air handling unit and ductwork are also used by the air conditioning system. Air will be heated by being blown through the unit and will be circulated through the ductwork. All costs of maintaining and operating this system will be included in the residential common charges.

The cost of utilities, operation and maintenance for the furnace and related controls will be included in the residential charges. The boiler and related equipment will be filed as required by applicable laws and regulation, and will inspected and signed off prior to obtaining a Certificate of Occupancy.

Hot water for residential domestic use will be provided by an 75 gallon indirect hot water gas fired heater located in the boiler room. The make and model number of the hot water gas fired heater is as follows: BRIAN ADD HERE; KV TO SUPPLY INFO.Hot water to be supplied by the boiler through a separate circulating pump.

L. Gas Supply:

1. System Type: Gas will be supplied through a new gas service connected to the Con Ed gas main in the street.

2. Meters: A new 2" gas line serving the lobby heating unit and individual gas lines will provide gas to each the residential unit for heating, domestic hot water and domestic cooking. Each of these lines will be metered separately. All charges for gas consumed through the lobby heating unit will be included in the residential common charges.

3. Piping: All gas piping will be new threaded black steel pipe.

M. Air Conditioning: Air conditioning for each residential unit will be provided by a new 5 ton Air cooled split system. Air cooled condenser units will be located on the roof. The air handling section will also be used for heating.

The following air cooled condenser units will be installed:
469 1A, 1B -- Luxaire Model AL3B024F1
469 2A-5A-- Luxaire Model AL3B048F1
479 1A-5A-- Luxaire Model AL3B024F1
479 1B-5B -- Luxaire Model AL3B036F1
479 1C-5C -- Luxaire Model AL3B048F1

All Luxaire products are manufactured by Unitary Products Group, 5005 York Drive, Norman, OK 73069

The air conditioning systems will be designed to meet or exceed industry standards to maintain indoor air temperature within dwelling units to 78°F. when the outdoor temperature is 89°F. The units specified will meet or exceed these design standards, and will be adequate.

The split system unit in each residential unit will supply cooled air through distribution ductwork. Each unit will have a thermostat that can be individually controlled by the apartment owner. Each unit is connected to the electric panel in the Unit it serves, and all costs of electricity, maintenance and operation for the system serving each unit will be the responsibility of the Unit Owner.

N. Ventilation:

Mechanical ventilation for residential units will be provided for bathrooms, powder rooms, and kitchen. Mechanical ventilation will consist of shared ductwork extending through the roof with fans at the roof level. These fans will typically be on centrally controlled timers. Costs of operating and maintaining these systems will be included in the residential common charges. Dryers to be electric vent less type.

O. Electrical System:

Electric service is provided by Consolidated Edison. Service equipment is in the cellar. Service to each Building will be rated at 1000 amperes at 120/208 volt, 3 phase, 4 wire, underground. Service equipment will be of the switch and fuse type, capable of interrupting the short circuit currents.

Individual meters will be provided, one meter for each condominium unit, on meter for the community facility (479 only) and one meter for common area and equipment use. All individual meters shall be located in the Electrical Room in the cellar.

Residential Units will be provided with single-phase, 120/208 volt service, 3 wire, with a capacity of 100 amperes.
Units will be provided with 225 amp, 12-18 circuit panels.

In each Building there will be a total of 3 fused services switches: One (1) 600 amp switch for meter bank; One (1) 200 amp switch for house loads (public light and power); One (1) 800 amp switch for fire pump.

All residential Units will be provided with completely new electrical installations consisting of branch wiring, receptacles, lighting and other electrical devices. Lighting within the apartments will typically be incandescent fixtures with lights provided in hallways, walk-in closets, bathrooms and kitchens.

All equipment and feeders are sized as required by NEC 2002 Electric Code. Number of circuits in each apartment will vary from 12-18. System will be adequate to supply HVAC, dishwashers, ovens, cook tops, microwaves, and ventilation hoods.

Telephone service will be available to each residential unit through wiring provided from a telephone company patch panel in the cellar to a single location within each unit. Each unit will have distribution wiring form that location to telephone jacks in various locations throughout the unit. Each unit owner will be responsible for arranging final connection, for obtaining a service account, and or the cost of telephone use for their unit.

Cable television service will be available to each residential unit through wiring provided form a central patch panel in the cellar to a sidle location within each unit. Each unit will have distribution wiring from heat location to cable connectors in various locations within the unit. Each unit owner will be responsible for arranging final connections, for obtaining a service account, and for the cost of cable television service for their unit.

Wiring designed for data transmission will be provided from a central patch panel in the cellar to a single location within each unit. Each Unit will have distribution wiring from that location to various locations within the unit. Each unit owner will be responsible for arranging final connections and for all costs of equipment and maintenance, and for obtaining a service account if required, and for the cost of operation and service for their unit.

Television Reception Facilities:

Wiring will be installed in each Residential Unit to enable the Unit Owner to obtain cable television service from Cable Television Company. Outlets will

be provided for connecting to these wires. Such connections will be installed by the Cable Television Company, at the unit owner's expense, at the locations in the unit where the owner desires to receive the service.

The Building will not be equipped with a Master Television Antenna System.

P. Intercommunication Systems:

A video intercom system will be provided for all Residential Units in the building. There will typically be on intercom station within each unit. There will be a video camera and intercom station outside the lobby entrance.

Q. Public Area Lighting: Lighting in building stairs will be surface mounted incandescent fixtures with emergency ballasts. Lighting in the public corridors and lobby will be fluorescent ceiling fixtures. This lighting will be adequate

R. Garages/ Parking Areas: None.

S. Swimming Pools: None.

T. Tennis Courts, Playgrounds, and Recreation:

None. There are no shared laundry facilities, parking facilities, swimming pools, tennis courts, playground, or other recreational facilities associates with this project. The shared roof level recreation space is described above. No recreation facilities or equipment are provided as part of that space.

U. Permits and Certificates:

The Building will be renovated under an alteration application. Drawings have been filed under Alteration Application Nos. 104008020 (#469) and 1033551112 (#479).

All required inspection certificates and permits, including Elevator Inspection and Sprinkler System, will be provided before closing.

V. Violations: Attached is a violation report.

W. Unit Information:

1. Residential Unit Information:

(#479) There will be 15 Residential Units.

Top of floor slab to bottom of hung ceiling heights in the Units will be 9'4" to 9'5", but may vary from floor to floor. Ceiling heights in the powder rooms and bathroom will be approximately 9'4". Ceiling heights in the public corridors will be approximately 9'4". 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	Floor
STUDIO		
N/A		
1 BEDROOM		
1 Bedroom, Living Room, Kitchen and 1.0 Baths	Unit: A	Floor: 1
2 BEDROOM		
2 Bedrooms, Living Room, Kitchen and 2.0 Baths	Unit: A Unit B	Floors: 2, 3, 4, 5. Floor 1
3 BEDROOM		
3 Bedrooms, Living/Dining Room, Kitchen and 2.0 Baths	Unit: B	Floors: 2, 3, 4, 5.
4 BEDROOM		

Type/ Rooms	Unit	Floor
4 Bedrooms, Living/Dining room, Kitchen and 2.5 Baths	Unit: C	Floors: 1, 2, 3, 4, 5

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 equal or better) fixtures and appliances.

ITEM	DESCRIPTION	UNITS
Dishwasher	Bosch SHX43C05UC	ALL
Gas Cooktop	Bosch NGT745UC	ALL
Electric Oven	Bosch HBL 5035AUC	ALL
Microwave Oven & Vent Hood	Bosch HMV9305	ALL
Refrigerator	Electrolux E23CS78ESS	ALL
Kitchen Sink	Elkay ELU211510	ALL
Kitchen Faucet	Grohe 33 765	ALL
Disposal	GE GFC525F	ALL
Washer Dryer Unit	GE WSM 2480DVWV	ALL
Water Closets	American Standard 2100.016	ALL
Lavatories	Kohler 'Ladena' K-2214	ALL
Bathtubs	American Standard 'Cambridge' 2460	

(#469) There will be 6 Residential Units.

Top of floor slab to bottom of hung ceiling heights in the Units will be 9'5", but may vary from floor to floor. Ceiling heights in the powder rooms and bathroom will be approximately 9'5". Ceiling heights in the public corridors will be approximately 9'5". 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	Floor
1 BEDROOM		
1 Bedroom, Living Room & Dining Area, Kitchen and 1.0 Baths	Unit: A	Floor: 1
1 BEDROOM		
1 Bedroom, Living Room & Dining Area, Rec Room in Cellar, Kitchen and 1.0 Baths	Unit: B	Floors: 1/cellar
3 BEDROOM		
3 Bedrooms, Living & Dining Area, Kitchen and 2.0 Baths	Unit: A	Floors 2, 3, 4, 5.

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 equal or better) fixtures and appliances.

ITEM	DESCRIPTION	UNITS
Dishwasher	Bosch SHX43C05UC	1B, 2-5
Dishwasher	GE Monogram ZBD 1800GSS	1A
Gas Cooktop	Bosch NGT745UC	ALL
Electric Oven	Bosch HBL 5035AUC	ALL
Microwave Oven & Vent Hood	Bosch HMV9305	ALL
Refrigerator	Electolux E23CS78ESS	1B, 2-5
Refrigerator	SubZero 245	1A
Kitchen Sink	Elkay ELU211510	ALL
Kitchen Faucet	Grohe 33 765	ALL
Disposal	GE GFC525F	ALL
Washer Dryer Unit	GE WSM 2480DVWV	ALL
Water Closets	American Standard 2100.016	ALL

ITEM	DESCRIPTION	UNITS
Lavatories	Kohler 'Ladena' K-2214	ALL
Bathtubs	American Standard 'Cambridge' 2460	

The following is a Finish schedule for a typical Residential Unit (#469 & #479).

Finish Schedule:

Location	Floor	Base	Walls	Ceiling	Remarks
Foyer, Corridors	Hard-wood	primed wood	5/8" sheetrock and/or plaster-primed	Hung 5/8" sheetrock - primed	
Living Room Dining Room Library Den Closets All other rooms and halls in Apt.	Hard-wood	primed wood	5/8" sheetrock and/or plaster - primed	Hung 5/8" sheetrock - primed	
Bedroom	Hard-wood	primed wood	5/8" sheetrock and/or plaster - primed	Hung 5/8" sheetrock - primed	
Master Bathroom	stone tile	stone tile	5/8" sheetrock and/or plaster - primed	Hung 5/8" sheetrock - primed	Full height stone at showers and tub surround; stone countertops, mirror

Secondary Bathrooms	stone tile	stone tile	5/8" sheetrock and/or plaster - primed	Hung 5/8" sheetrock - primed	Full height stone at showers and tub surround
Powder Rooms	stone tile	stone tile	5/8" sheetrock and/or plaster - primed	Hung 5/8" sheetrock and/or plaster - primed	stone countertops
Kitchen	Ceramic tile	Primed wood	5/8" sheetrock w/glass tile	Hung 5/8" sheetrock - primed	Granite countertops High gloss cabinets contructed of high density paticleboard
Laundry Closet	Hard-wood	Primed wood	5/8" sheetrock and/or plaster - primed	Hung 5/8" sheetrock - primed	

X. Finish Schedule for Spaces Other Than Units:

The following is a Finish Schedule for spaces other than units (#469 & #479):

Location	Floor	Base	Walls	Ceiling	Remarks
Public Hall	Carpet	primed wood	5/8" sheetrock and/or plaster-primed	Hung 5/8" sheetrock – primed or acoustic tile	
Lobby	Stone, marble, or tile	primed wood	Wood paneling	Hung 5/8" sheetrock – primed or acoutstic tile	
Stairs	Concrete block, painted	Concrete block	Concrete block	n/a	

Y. Safety and Warning Devices:

The building will be equipped with hard-wired smoke detectors within apartments. These smoke detectors

will not be connected to any central monitoring device.

Smoke detectors will also be provided within various mechanical rooms in compliance with applicable codes and regulation. These smoke detectors will be connected to a central station monitoring system.

The building is provided with a sprinkler/standpipe system. Water for this system will be provided by fire pump. Service as described elsewhere in this report. There will be a standpipe hose station at every floor, with the fire hose located in a cabinet neat the building lobby. There will be sprinkler flow control valve at every floor with a water flow alarm and tamper switch connected to the central station monitoring panel. There will also be a sprinkler drain connection and a flow indicator at every floor.

There will be sprinkler installed in public corridors and within the apartments, living rooms, bedrooms, kitchen, hallways and miscellaneous other spaces, in accordance with New York City laws. Sprinkler heads will be of upright, pendant, concealed, or sides spray types, depending on the location and installation condition. The sprinkler riser, valves, controls, branch piping and sprinkler heads will be new.

Z. Additional Information:

See attached drawing.

AA. Independent Testing Addenda: N/A

BB. Further Development: N/A

CC. Asbestos: See attached report.

DD. Lead-Based Paint: See attached report.

EE. Vaults: None.

FF. Substitutions: The Sponsor reserves the right to substitute materials, appliances, fixtures and equipment of equal or better quality than those set forth in this report.

GG. 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 interior side of the exterior walls, at the Building line and/or Property line to the interior side of the interior walls and partitions separating one Unit from another Unit, or the interior side 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) are not deducted from the square foot area of the Units. 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 469&479 W. 152nd St., New York, NY.

GEORGE SCHWARZ, Architect

REGISTERED ARCHITECT
GEORGE SCHWARZ
No. 12075
STATE OF NEW YORK

FOR OFFICIAL USE ONLY
1. _____ NYC Address Dept. Application #
ACP 5 Fee $_____

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 6th Floor, Corona, NY 11368-5107

DEP
www.nyc.gov/dep

NOT AN ASBESTOS PROJECT

ONLY TYPEWRITTEN FORMS WILL BE ACCEPTED

When submitting this form at the NYC Department of Buildings, the original form and three (3) copies with original signature and seal are required. Submittal at the NYCDEP requires one copy of the form with original signature and seal.

2. Facility Address 479 West 152nd Street Borough Manhattan Zip 10031

AKA _____ 3. Block 2067 4. Lot 5

5. Building Owner Hamilton Heights Partners, LLC Tel. # (212) 494-0070

6. Address 885 Sixth Avenue, Suite 610, New York State NY Zip 10001

7. Contact Person Frumkin Jacob 8. Tel. # (212) 494-0700

9. Description of the Entire Scope of Work
Rehabilitation of existing abandoned building.
Note: At the time of inspection the building was without roof, and floors. The Thermal System insulation was removed prior to inspection.

10. Est. Start Date _____ ☑ As soon as permit approved Est. Completion Date 12/30/05 of the Entire Scope of Work

11. I, Kosta Kamberi (Name of Certified Asbestos Investigator), have conducted an asbestos investigation on 4/9/05 (Date) in accordance with Sections 1-16 and 1-27 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address,

- ☐ a. premise to be demolished is free of any asbestos containing material (ACM).
- ☐ b. premise to be demolished contains 10 square feet or less or 25 linear feet or less of ACM.
- ☑ c. cumulative surfaces of structure(s) affected by the work are free of ACM.
- ☐ d. cumulative surfaces of structure(s) affected by the work contain 10 square feet or less or 25 linear feet or less of ACM
- ☐ e. normally non-friable ACM shall be disturbed/removed. Specify amount: _____ square feet
- ☐ f. ACM will not be disturbed during the scope of work. Specify amount of ACM present: _____ square feet _____ linear feet

All ACM specified in "b", "d", or "e" must be removed in accordance with the DEP Asbestos Rules or NYS DOL ICR56.*

12. RESULTS OF BUILDING SURVEY AND HAZARD ASSESSMENT:

FLOOR (including cellar and basement)	DESCRIBE SECTION OF FLOOR (e.g. stairs, west wing, room #, boiler room, lobby, etc.)	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT YES	NO	ASSUMED ACM
B, 2nd	Stairs	Wall Plaster	2		✓	
1st	1st Floor	Wall Plaster	5		✓	

13. Analytical Laboratory Alpha Labs LLC

14. ELAP # 11693 (NYS DOH CERTIFICATION) 15. Date(s) Samples Analyzed 4/6/05

16. I hereby declare the information provided herein is true and complete.

[signature] (NYC DEP Certified Asbestos Investigator's Signature) 85109 (Certificate Number) 4/10/05 (Date) (917) 865-0399 (Daytime Telephone Number)

Any modification or deviation from information provided on this form must be reported immediately in writing directly to the NYCDEP. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion.

* In-plant operations, as defined in §56-3.1 of 12RCNY, are not permitted in New York City.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR



ICP3 4/2001

FOR DEP USE ONLY
1. ____ NYC [illegible] Application #
ACP 5 Fee $____

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Corona, NY 11368-5107

NOT AN ASBESTOS PROJECT

ONLY TYPEWRITTEN FORMS WILL BE ACCEPTED

When submitting this form at the NYC Department of Buildings, the original form and three (3) copies with original signature and seal are required. Submittal at the NYCDEP requires one copy of the form with original signature and seal.

2. Facility Address 489 West 162nd Street Borough Manhattan Zip 10031
AKA ____ 3. Block 2067 4. Lot 10
5. Building Owner Hamilton Heights Partners, LLC Tel. # (212) 494-0770
6. Address 655 Sixth Avenue, Suite 610, New York State NY Zip 10001
7. Contact Person Frumkin Jacob 8. Tel. # (212) 494-0770
9. Description of the Entire Scope of Work
Rehabilitation of existing abandoned building
Note: At the time of inspection the building was without roof, and floors. The Thermal System Insulation was removed prior to inspection.
10. Est. Start Date ____ ☑ As soon as permit approved Est. Completion Date 12/30/05 of the Entire Scope of Work.
11. I, Kosta Kamberi (Name of Certified Asbestos Investigator), have conducted an asbestos investigation on 2/11/05 (Date) in accordance with

Sections 1-19 and 1-27 of the NYC DEP Asbestos Control Program Rules and declare that at said facility address, to the

- ☐ a. premise to be demolished is free of any asbestos containing material (ACM).
- ☐ b. premise to be demolished contains 10 square feet or less or 25 linear feet or less of ACM.
- ☑ c. cumulative surfaces of structure(s) affected by the work are free of ACM.
- ☐ d. cumulative surfaces of structure(s) affected by the work contain 10 square feet or less or 25 linear feet or less of ACM
- ☐ e. normally non-friable ACM shall be disturbed/removed. Specify amount: ____ square feet
- ☐ f. ACM will not be disturbed during the scope of work. Specify amount of ACM present: ____ square feet ____ linear feet

All ACM specified in "b", "d", or "e" must be removed in accordance with the DEP Asbestos Rules or NYC DOL ICR56.*

12. RESULTS OF BUILDING SURVEY AND HAZARD ASSESSMENT:

FLOOR (including cellar and basement)	DESCRIBE SECTION OF FLOOR (e.g. entire, laboratory, room B, locker room, lobby, etc.)	ALL MATERIALS ASSUMED TO CONTAIN ACM AND/OR SAMPLED	NUMBER OF SAMPLES ANALYZED	ASBESTOS PRESENT YES	NO	ASSUMED ACM
1st	1st Floor	Wall Plaster	3			
1st	1st Floor	Ceiling Plaster	3			

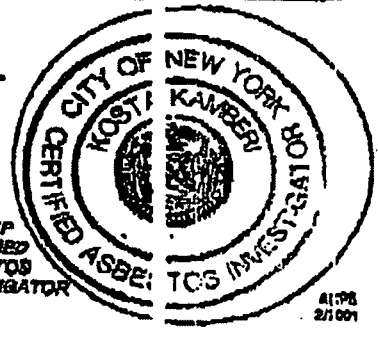
13. Analytical Laboratory Alpha Labs LLC
14. ELAP # 11833 (NYS DOH CERTIFICATION) 15. Date(s) Samples Analyzed 2/14/05
16. I hereby declare the information provided herein is true and complete.

[signature] (NYC DEP Certified Asbestos Investigator's Signature) 98109 (Certificate Number) 4/10/05 (Date) (917) 865-0999 (Daytime Telephone Number)

Any modification or deviation from information provided on this form must be reported immediately in writing directly to the NYCDEP. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion.

* Implant operations, as defined in §56-3.1 of ICR56, are not permitted in New York City.

SEAL OF THE NYC DEP CERTIFIED ASBESTOS INVESTIGATOR



AI:PB
2/1 001

LEAD-BASED PAINT SURVEY

469 WEST 152ND STREET
NEW YORK, NY

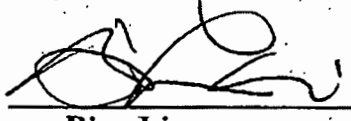
Prepared for:

BERMAN & FRUMKIN, LLP
855 AVENUE OF AMERICAS, SUITE 610
NEW YORK, NY 10001

Prepared by:

Niche Analysis, Inc.
10 Fiske Place, Suite 517
Mt. Vernon, NY 10550
NICHE Project No.: 05-3843-1

Signed for Niche Analysis, Inc. by:



Bing Liang
Director of Operations
May 5, 2005

NICHE ANALYSIS, INC.

10 Fiske Place, Suite 517, Mount Vernon, New York 10550
Phone: (914) 663-8937 • Fax: (914) 663-8782

Client:	Berman & Frumkin, LLP 855 Avenue of Americas, Suite 610 New York, NY 10001
Attention:	Mr. Jacob Frumkin
Subject Facility:	469 West 152nd Street New York, NY
Subject:	Lead-Based Paint Assessment
NICHE Project #:	05-3843-1
Survey Date:	April 15, 2005

I. INTRODUCTION:

Niche Analysis, Inc. (NICHE) was retained by Berman & Frumkin, LLP. to conduct a preliminary Lead-Based Paint (LBP) survey of the facilities located at 469 West 152nd Street, New York, New York (hereby known as the "subject facility"). Mr. Victor Khanin, the EPA Certified Lead-Based Paint Professional,. Certified Inspector (Certificate No.: NY-1-10302-1) of NICHE conducted the survey on April 15, 2005. The inspection was conducted with the purpose of determining the presence of lead in the paint materials of the subject facility.

II. OBJECTIVES:

The objectives of this survey were to:

1. Document the presence of Lead-Based Paint.
2. Determine the actual hazards.
3. Provide guidance toward reducing or eliminating these hazards.

III. OBSERVATIONS:

The scope of work for this project consisted of the inspection of the subject buildings at the above referenced facility. The subject facility consists of a five-story building. Due to the wrecking situation of the interior space, the interior spaces have a very limited access. Multi-layers of paint were found in some areas. Some damages have been observed in the subject facility.

IV. SAMPLING AND METHODOLOGY:

To determine the presence of LBP, NICHE conducted visual assessments, paint chip sampling and laboratory analysis of the paint sample within the subject properties.

A total of thirty-six (36) paint samples were collected in representative locations at the subject facilities. Sample analysis to determine the presence of lead was performed via Atomic Absorption Spectrophotometer (AAS) methods in accordance with procedures described in United States Environmental Protection Agency (EPA) Method, EPA SW 846-3050/7420.

Sample locations and results, indexed by collection date, location, and lead concentration are listed on the Certificates of Analysis found in Appendix A.

V. RESULTS:

Lead-Based Paint

Upon completion of the visual assessment, paint sampling and laboratory analysis for the previously tested LBP positive areas (Appendix A), results are indicated as the following:

ITEM IDENTIFIER	LOCATION	COMPONENT	LAB RESULTS* (%)	SAMPLE ID
1st floor	At the entrance/ Wall 2	Wall	0.6	2
1st Floor	At the entrance/ Wall 3	Wall	0.5	3
1st floor	10 feet from entrance/ Wall 1	Wall	0.7	5
1st Floor	10 feet from entrance/ Wall 4	Wall	0.9	8
1st floor	45 feet from entrance/ Wall 1	Wall	6.0	13
1st Floor	45 feet from entrance/ Wall 2	Wall	7.1	14
1st Floor	45 feet from entrance/ Wall 3	Wall	8.4	15
1st Floor	45 feet from entrance/ Wall 4	Wall	8.3	16
1st Floor	60 feet from entrance/ Wall 1	Wall	9.1	17
1st Floor	60 feet from entrance/ Wall 2	Wall	7.5	18
1st Floor	60 feet from entrance/ Wall 3	Wall	6.0	19
1st Floor	60 feet from entrance/ Wall 4	Wall	9.0	20
1st Floor	80 feet from entrance/ Wall 1	Wall	7.1	21
1st Floor	80 feet from entrance/ Wall 2	Wall	4.9	22
1st Floor	80 feet from entrance/ Wall 3	Wall	9.4	23
1st Floor	80 feet from entrance/ Wall 4	Wall	7.9	24
1st Floor	90 feet from entrance/ Wall 1	Wall	8.5	25
1st Floor	90 feet from entrance/ Wall 2	Wall	9.2	26
1st Floor	90 feet from entrance/ Wall 3	Wall	8.5	27
1st Floor	90 feet from entrance/ Wall 4	Wall	8.9	28
1st Floor	West wing/ Wall 1	Wall	9.0	29
1st Floor	West wing/ Wall 2	Wall	7.9	30
1st Floor	West wing/ Wall 3	Wall	8.4	31
1st Floor	West wing/ Wall 4	Wall	8.8	32
1st Floor	East wing/ Wall 1	Wall	8.6	33
1st Floor	East wing/ Wall 2	Wall	9.2	34
1st Floor	East wing/ Wall 3	Wall	9.5	35
1st Floor	East wing/ Wall 4	Wall	9.0	36

*HUD Guidelines define paint containing lead levels equal to or greater than 1.0 milligram per square centimeter (1.0 mg/cm^2) or 0.5% by weight (5,000 ppm) as Lead Based Paint (LBP).

VI. SUMMARY:

A preliminary lead-based paint assessment investigation was conducted at the subject facility located at 469 West 152nd Street, New York, New York on April 15, 2005. The interior painted areas within the subject facility were inspected for presence of LBP.

Samples were collected from walls throughout the different locations. All collected samples were submitted to the laboratory for the lead content analysis.

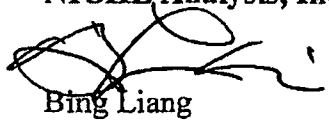
Based upon the determination that LBP is present in most of the locations that the inspector sampled within the subject facility, it is recommended that these surfaces be maintained in good condition and that any LBP removal be conducted by a licensed lead abatement contractor using personnel who are properly certified and protected against the threat of lead exposure.

The results of this survey are based upon the actual inspection and results of AAS analysis of the paint sampled. These results only apply to the areas actually inspected and tested by NICHE industrial hygienist.

This LBP assessment report is true to the best of our knowledge. All statements relative to legal use and code compliance of building express the risk assessor's professional opinion only and are subject to final determination by those governmental agencies having jurisdiction.

NICHE Analysis, Inc. appreciates the opportunity to serve your organization. Please contact us with any further questions. We look forward to working with you again in the future.

Sincerely,
NICHE Analysis, Inc.



Bing Liang
Director of Operations
CC: filed as 05-3843-1

APPENDIX A

PAINT SAMPLE ANALYSIS REPORT (AAS)

JLC ENVIRONMENTAL CONSULTANTS, INC.
30 West 26th Street, 4th Floor, New York, NY 10010
Phone: (212) 420-8119 Fax: (212) 420-6092

Niche Analysis, Inc.
10 Fiske Place, Suite 517
Mt. Vernon, NY 10550

ELAP Lab Code: 11029
NIOSH and AIHA (PAT, BAQAP_ELPAT) Lab Code: 100273
NVLAP Lab Code: 101953

Project No. 05-3882003
Analyte: LEAD(paint)
Date Collected 04/15/05
Date Received 04/18/05
Date Analyzed 04/20/05
Batch #: 0504L697

Summary of Analytical Results

Site: **469 West 152nd Street - New York, NY**

Sample # / Lab # / Client's Sample ID	Description / Location	Color	LEAD CONTENT Percent by Wt.
1 7315 01	1st Floor/ At the Entrance/ Wall 1		0.4
2 7316 02	1st Floor/ At the Entrance/ Wall 2		0.6
3 7317 03	1st Floor/ At the Entrance/ Wall 3		0.5
4 7318 04	1st Floor/ At the Entrance/ Wall 4		0.4
5 7319 05	10 Feet from Entrance/ Wall 1		0.7

*ppm = parts per million

**COMPOSITE = Multiple Layers of Paint

Sample Analysis by:
Atomic Absorption Spectrometry (AAS) using an air-acetylene flame with background correction.

Method of Sample Preparation and Analysis:
All samples were prepared and analyzed in accordance with the Environmental Protection Agency Method EPA SW846-3050/7420.

Gulam Machhiwala
Laboratory Director

Minimum Detection Limit = <0.01% or <100 ppm

HUD Guidelines define paint containing lead levels equal to or greater than 1.0 milligrams per square centimeter (1.0 mg/cm²) or 0.5% by weight (5,000 PPM) as Lead Based Paint (LBP).

DISCLAIMER: JLC Environmental Consultants, Inc. did not collect the analyzed samples and thus accepts no liability with regard to their collection and/or maintenance. JLC relies on the client for all sample information prior to delivery at JLC.

JLC ENVIRONMENTAL CONSULTANTS, INC.
30 West 26th Street, 4th Floor, New York, NY 10010
Phone: (212) 420-8119 Fax: (212) 420-6092

Niche Analysis, Inc.
10 Fiske Place, Suite 517
Mt. Vernon, NY 10550

ELAP Lab Code: 11029
NIOSH and AIHA (PAT, BAQAP_ELPAT) Lab Code: 100273
NVLAP Lab Code: 101953

Project No. 05-3882003
Analyte: LEAD(paint)
Date Collected 04/15/05
Date Received 04/18/05
Date Analyzed 04/20/05
Batch #: 05041697

Summary of Analytical Results

Site: 469 West 152nd Street - New York, NY

Sample # / Lab # / Client's Sample ID	Description / Location	Color	LEAD CONTENT Percent by Wt.
6 / 7320 / 06	10 Feet from Entrance/ Wall 2		0.3
7 / 7321 / 07	10 Feet from Entrance/ Wall 3		0.2
8 / 7322 / 08	10 Feet from Entrance/ Wall 4		0.9
9 / 7323 / 09	30 Feet from Entrance/ Wall 1		0.3
10 / 7324 / 10	30 Feet from Entrance/ Wall 2		0.4

*ppm = parts per million

**COMPOSITE = Multiple Layers of Paint

Sample Analysis by:
Atomic Absorption Spectrometry (AAS) using an air-acetylene flame with background correction.

Method of Sample Preparation and Analysis:
All samples were prepared and analyzed in accordance with the Environmental Protection Agency Method EPA SW846-3050/7420.

Gulam Machhiwala
Laboratory Director

Minimum Detection Limit = <0.01% or <100 ppm

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Niche Analysis, Inc.
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Mt. Vernon, NY 10550

ELAP Lab Code: 11029
NIOSH and AIHA (PAT, BAQAP_ELPAT) Lab Code: 100273
NVLAP Lab Code: 101953

Project No. 05-3882003
Analyte: LEAD(paint)
Date Collected 04/15/05
Date Received 04/18/05
Date Analyzed 04/20/05
Batch #: 0504L697

Summary of Analytical Results

Site: 469 West 152nd Street - New York, NY

Sample # / Lab # / Client's Sample ID	Description / Location	Color	LEAD CONTENT Percent by Wt.
11 7325 11	30 Feet from Entrance/ Wall 3		0.2
12 7326 12	30 Feet from Entrance/ Wall 4		0.2
13 7327 13	45 Feet from Entrence/ Wall 1		6.0
14 7328 14	45 Feet from Entrance/ Wall 2		7.1
15 7329 15	45 Feet from Entrance/ Wall 3		8.4

*ppm = parts per million

**COMPOSITE = Multiple Layers of Paint

Sample Analysis by:
Atomic Absorption Spectrometry (AAS) using an air-acetylene flame with background correction.

Method of Sample Preparation and Analysis:
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Gulam Machhiwala
Laboratory Director

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NVLAP Lab Code: 101953

Project No. 05-3882003
Analyte: LEAD(paint)
Date Collected 04/15/05
Date Received 04/18/05
Date Analyzed 04/20/05
Batch #: 0504L697

Summary of Analytical Results

Site: **469 West 152nd Street - New York, NY**

Sample # / Lab # / Client's Sample ID	Description / Location	Color	LEAD CONTENT Percent by Wt.
16 / 7330 / 16	45 Feet from Entrance/ Wall 4		8.3
17 / 7331 / 17	60 Feet from Entrance/ Wall 1		9.1
18 / 7332 / 18	60 Feet from Entrance/ Wall 2		7.5
19 / 7333 / 19	60 Feet from Entrance/ Wall 3		6.0
20 / 7334 / 20	60 Feet from Entrance/ Wall 4		9.0

*ppm = parts per million

**COMPOSITE = Multiple Layers of Paint

Sample Analysis by:
Atomic Absorption Spectrometry (AAS) using an air-acetylene flame with background correction.

Method of Sample Preparation and Analysis:
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Laboratory Director

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Mt. Vernon, NY 10550

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NIOSH and AIHA (PAT, BAQAP_ELPAT) Lab Code: 100273
NVLAP Lab Code: 101953

Project No. 05-3882003
Analyte: LEAD(paint)
Date Collected 04/15/05
Date Received 04/18/05
Date Analyzed 04/20/05
Batch #: 0S04L697

Summary of Analytical Results

Site: 469 West 152nd Street - New York, NY

Sample # / Lab # / Client's Sample ID	Description / Location	Color	LEAD CONTENT Percent by Wt.
21 / 7335 / 21	80 Feet from Entrance/ Wall 1		7.1
22 / 7336 / 22	80 Feet from Entrance/ Wall 2		4.9
23 / 7337 / 23	80 Feet from Entrance/ Wall 3		9.4
24 / 7338 / 24	80 Feet from Entrance/ Wall 4		7.9
25 / 7339 / 25	90 Feet from Entrance/ Wall 1		8.5

*ppm = parts per million

**COMPOSITE = Multiple Layers of Paint

Sample Analysis by:
Atomic Absorption Spectrometry (AAS) using an air-acetylene flame with background correction.

Method of Sample Preparation and Analysis:
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NVLAP Lab Code: 101953

Project No. 05-3882003
Analyte: LEAD(paint)
Date Collected 04/15/05
Date Received 04/18/05
Date Analyzed 04/20/05
Batch #: 0504L697

Summary of Analytical Results

Site: 469 West 152nd Street - New York, NY

Sample # / Lab # / Client's Sample ID	Description / Location	Color	LEAD CONTENT Percent by Wt.
26 / 7340 / 26	90 Feet from Entrance/ Wall 2		9.2
27 / 7341 / 27	90 Feet from Entrance/ Wall 3		8.5
28 / 7342 / 28	90 Feet from Entrance/ Wall 4		8.9
29 / 7343 / 29	West Wing/ Wall 1		9.0
30 / 7344 / 30	West Wing/ Wall 2		7.9

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Sample Analysis by:
Atomic Absorption Spectrometry (AAS) using an air-acetylene flame with background correction.

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Project No. 05-3882003
Analyte: LEAD(paint)
Date Collected 04/15/05
Date Received 04/18/05
Date Analyzed 04/20/05
Batch #: 0504L697

Summary of Analytical Results

Site: 469 West 152nd Street - New York, NY

Sample # / Lab # / Client's Sample ID	Description / Location	Color	LEAD CONTENT Percent by Wt.
31 7345 31	West Wing/ Wall 3		8.4
32 7346 32	West Wing/ Wall 4		8.8
33 7347 33	East Wing/ Wall 1		8.6
34 7348 34	East Wing/ Wall 2		9.2
35 7349 35	East Wing/ Wall 3		9.5

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Project No. 05-3882003
Analyte: LEAD(paint)
Date Collected 04/15/05
Date Received 04/18/05
Date Analyzed 04/20/05
Batch #: 0504L697

Summary of Analytical Results

Site: **469 West 152nd Street - New York, NY**

Sample # / Lab # / Client's Sample ID	Description / Location	Color	LEAD CONTENT Percent by Wt.
36 7350 36	East Wing/ Wall 4		9.0

*ppm = parts per million

**COMPOSITE = Multiple Layers of Paint

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APPENDIX B

CERTIFICATE & LICENSE

United States Environmental Protection Agency

This is to certify that

Niche Analysis, Inc.

10 Fiske Place, Suite 517, Mt. Vernon, New York 10550

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402(a)(1), and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226.

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires January 6, 2008

NY-10955-1

Certification #

JAN 4 2005

Issued On

Kenneth S. Stoller, P.E., QEP, DEE, Chief

Pesticides & Toxic Substances Branch

New York
INSPECTOR



Certified Lead-Based
Paint Professional

Certification No NY-I-10302-1

Date of Birth [redacted]

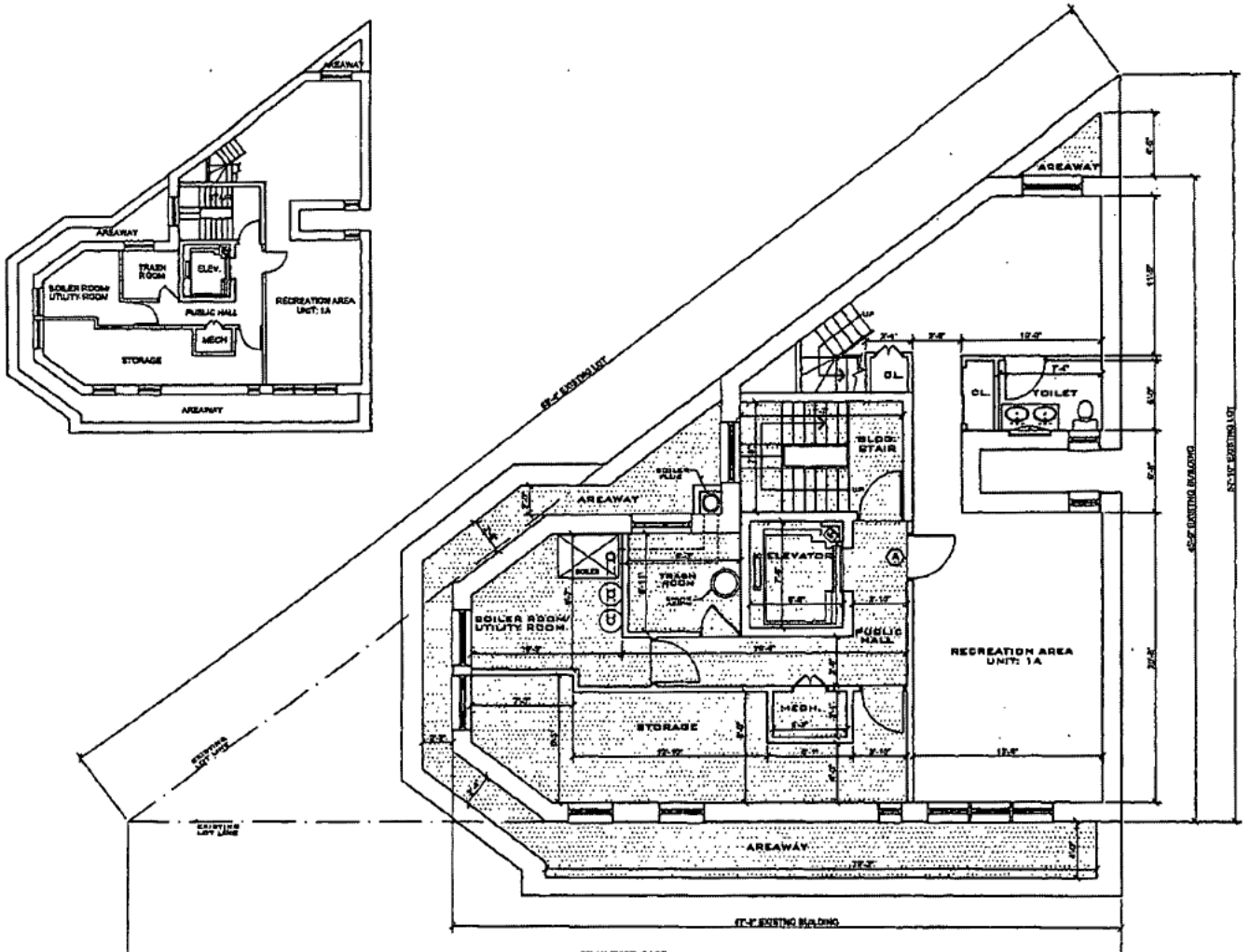
Expiration Date
10/13/2007

Address
[redacted]

Badge Holder's Name
Khanin Victor

Badge Holder's Signature

If found, drop in any mailbox
Postmaster: Please return to:
US EPA
1200 Pennsylvania Ave, NW
(MC-7404T)
Washington, DC 20460
or call 1-800-424-LEAD



CELLAR PLAN

SCALE

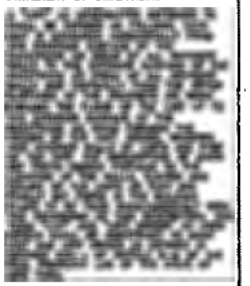
0' 1' 3' 5' 10' 20'

COMMON AREA

ACQUEDUCT PLACE CONDOMINIUM

Total area: 1561 square feet.
Residential area: 588 square feet.
Common area: 973 square feet.

STATEMENT OF DIMENSIONS



DECLARANT:
HAMILTON HEIGHTS PARTNERSHIP, LLC
853 SIXTH AVENUE – SUITE 610
NEW YORK, NY 10001

ARCHITECT CERTIFICATION
COUNTY OF NEW YORK

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND FULLY AND FAIRLY COPIES THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

GEORGE SCHWARZ, R.A.

SWORN TO ME BEFORE THIS
DAY OF 2005

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE PROPERTY DIVISION OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN.

DATE VERIFIER

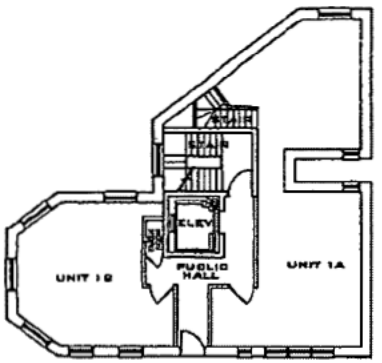
GEORGE SCHWARZ architect

469 WEST 152ND STREET
NEW YORK, NEW YORK

CELLAR PLAN

A1

SCALE: AS NOTED DATE: 02-01-05



FIRST FLOOR KEY PLAN

FIRST FLOOR PLAN

SCALE

0' 1' 3' 5' 10' 20'

COMMON AREA

ACQUEDUCT PLACE CONDOMINIUM

Total area: 1278 square feet.

Residential area: 967 square feet.

Common area: 311 square feet.

STATEMENT OF DIMENSIONS



DECLARANT:
HAMILTON HEIGHTS PARTNERSHIP, LLC
565 SIXTH AVENUE – SUITE 610
NEW YORK, NY 10001

ARCHITECT CERTIFICATION
COUNTY OF NEW YORK

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

GEORGE SCHWARZ, R.A.

SWORN TO ME BEFORE THIS
DAY OF 2005

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE PROPERTY DIVISION OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN

SEAL SIGNATURE

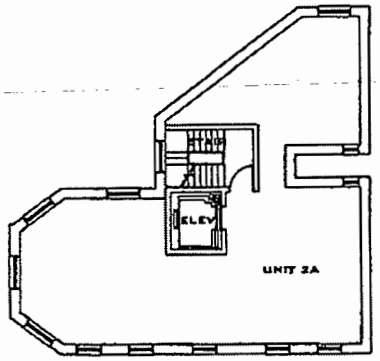
GEORGE SCHWARZ architect

469 WEST 152ND STREET
NEW YORK, NEW YORK

FIRST FLOOR PLAN

A2

SCALE AS NOTED DATE 02-01-06



SECOND FLOOR KEY PLAN

SECOND FLOOR PLAN

SCALE

0' 1' 3' 5' 10' 20'

COMMON AREA

ACQUEDUCT PLACE CONDOMINIUM

Total area: 1278 square feet.

Residential area: 1118 square feet.

Common area: 160 square feet.

STATEMENT OF DIMENSIONS

A "UNIT" AS HEREINAFTER REFERRED TO SHALL BE DEFINED AS FOLLOWS; EACH UNIT IS MEASURED HORIZONTALLY FROM THE EXTERIOR SURFACE OF THE SHEETROCK OR BRICK OF ALL OPPOSITE WALLS TO THE EXTERIOR SURFACE OF THE SHEETROCK OR BRICK OF ALL OPPOSITE WALLS AND VERTICALLY FROM THE UPPER SURFACES OF THE CONCRETE OR WOOD FORMING THE FLOOR OF THE UNIT UP TO THE EXTERIOR SURFACE OF THE SHEETROCK OR WOOD FORMING THE CEILING OF THE UNIT. DOORS, WINDOWS AND INTERIOR WALLS OF UNITS ARE PART OF THE UNIT. THE DESCRIPTION OF UNITS SET FORTH HEREIN PERTAINS TO THE LOCATION OF THE WALLS, FLOORS AND CEILING OF THE UNITS AS THEY ARE FINALLY SET FORTH IN THE BUILDING PLANS TO BE FILED SIMULTANEOUSLY WITH THE RECORDING OF THIS DESCRIPTION. THE TERM "UNIT" AND "UNIT OWNER" AS USED HEREIN SHALL BE CONSTRUED TO MEAN UNIT AND UNIT OWNER AS DEFINED IN SECTION 339-e OF ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

DECLARANT:

HAMILTON HEIGHTS PARNERSHIP, LLC
855 SIXTH AVENUE – SUITE 610
NEW YORK, NY 10001

ARCHITECT CERTIFICATION

COUNTY OF NEW YORK

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

GEORGE SCHWARZ, R.A.

SWORN TO ME BEFORE THIS
DAY OF 2005

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS KNOWN ON THE TAX MAP OF THE PROPERTY DIVISION OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN.

DATE SURVEYOR

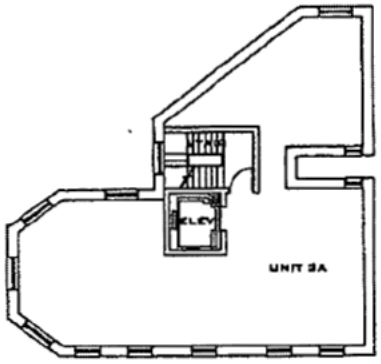
GEORGE SCHWARZ architect

PROJECT:
459 WEST 152ND STREET
NEW YORK, NEW YORK

SECOND FLOOR PLAN

A3

SCALE: AS NOTED DATE: 02-01-05



THIRD FLOOR KEY PLAN

THIRD FLOOR PLAN

SCALE

0' 1' 3' 5' 10' 20'

ACQUEDUCT PLACE CONDOMINIUM

Total area: 1278 square feet.

Residential area: 1118 square feet.

Common area: 160 square feet.

COMMON AREA

STATEMENT OF DIMENSIONS

DECLARANT:
HAMILTON HEIGHTS PARTNERSHIP, LLC
555 SIXTH AVENUE – SUITE 610
NEW YORK, NY 10001

ARCHITECT CERTIFICATION
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

GEORGE SCHWARZ, R.A.

SWORN TO ME BEFORE THIS
DAY OF 2005

TAX LOT CERTIFICATION
THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE PROPERTY DIVISION OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN.

DATE SIGNATURE

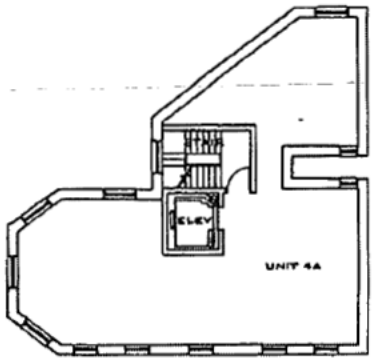
GEORGE SCHWARZ architect

PROJECT
468 WEST 152ND STREET
NEW YORK, NEW YORK

THIRD FLOOR PLAN

A4

SCALE AS NOTED DATE 02-01-05



FOURTH FLOOR KEY PLAN

FOURTH FLOOR PLAN

SCALE

0' 1' 3' 5' 10' 20'

COMMON AREA

ACQUEDUCT PLACE CONDOMINIUM

Total area: 1278 square feet.

Residential area: 1118 square feet.

Common area: 160 square feet.

STATEMENT OF DIMENSIONS



DECLARANT:

HAMILTON HEIGHTS PARTNERSHIP, LLC
655 SIXTH AVENUE – SUITE 610
NEW YORK, NY 10001

ARCHITECT CERTIFICATION

COUNTY OF NEW YORK

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

GEORGE SCHWARZ, R.A.

SWORN TO ME BEFORE THIS
DAY OF 2005

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE PROPERTY DIVISION OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN.

DATE SIGNATURE

GEORGE SCHWARZ architect

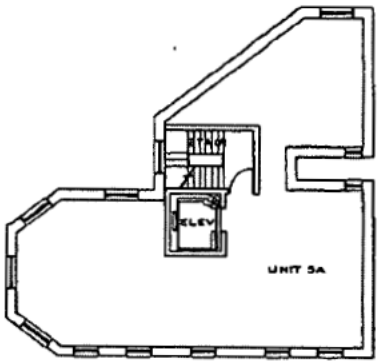
469 WEST 152ND STREET
NEW YORK, NEW YORK

FOURTH FLOOR PLAN

A5

SCALE AS NOTED DATE: 02-01-05

220



FIFTH FLOOR KEY PLAN

FIFTH FLOOR PLAN

SCALE

0' 1' 3' 5' 10' 20'

COMMON AREA

ACQUEDUCT PLACE CONDOMINIUM

Total area: 1278 square feet.

Residential area: 1118 square feet.

Common area: 160 square feet.

STATEMENT OF DIMENSIONS

DECLARANT:
HAMILTON HEIGHTS PARTNERSHIP, LLC
655 SIXTH AVENUE – SUITE 810
NEW YORK, NY 10001

ARCHITECT CERTIFICATION
COUNTY OF NEW YORK
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GEORGE SCHWARZ, R.A.

SWORN TO ME BEFORE THIS
DAY OF 2005

TAX LOT CERTIFICATION
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DATE SIGNATURE

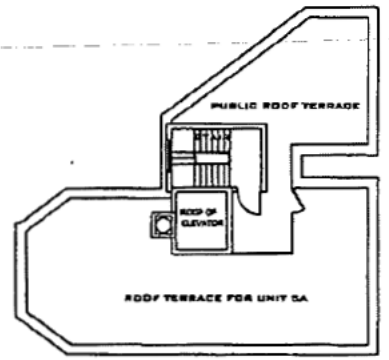
GEORGE SCHWARZ architect

PROJECT
469 WEST 152ND STREET
NEW YORK, NEW YORK

DRAWING TITLE
FIFTH FLOOR PLAN

A6

SCALE AS NOTED DATE 12-01-05



ROOF PLAN
SCALE
0' 1' 3' 5' 10' 20'

ACQUEDUCT PLACE CONDOMINIUM
Total area: 1278 square feet.
Common area: 547 square feet.
Limited Common area: 731 square feet.

COMMON AREA

LIMITED COMMON AREA

STATEMENT OF DIMENSIONS

DECLARANT:
HAMILTON HEIGHTS PARTNERSHIP, LLC
853 SIXTH AVENUE – SUITE 613
NEW YORK, NY 10001

ARCHITECT CERTIFICATION
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

GEORGE SCHWARZ, RA

SWORN TO ME BEFORE THIS
DAY OF 2005

TAX LOT CERTIFICATION
THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE PROPERTY DIVISION OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN.

DATE MANHATTAN

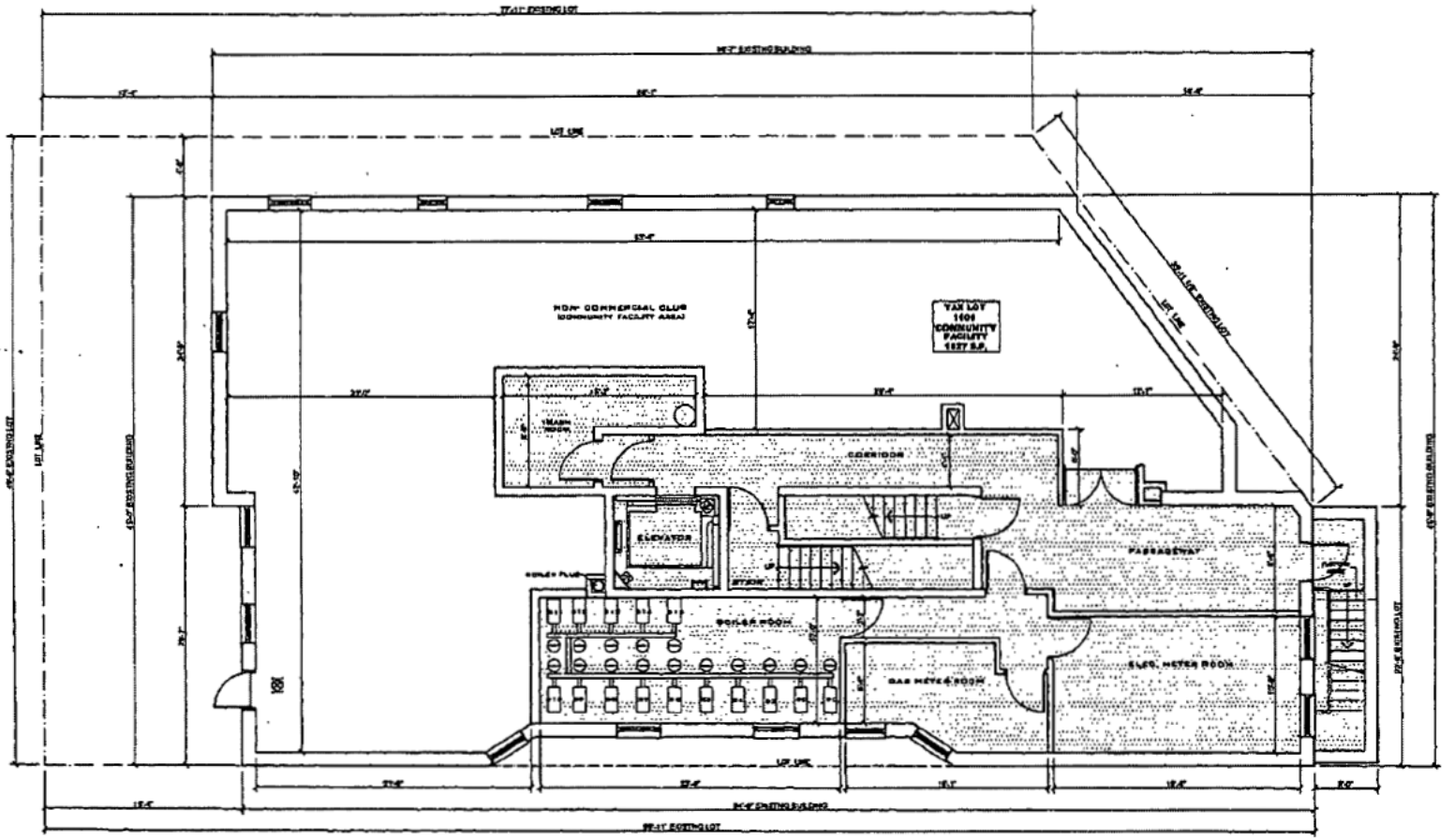
GEORGE SCHWARZ architect

469 WEST 152ND STREET
NEW YORK, NEW YORK

ROOF PLAN

A7

SCALE AS NOTED | DATE 02-01-06



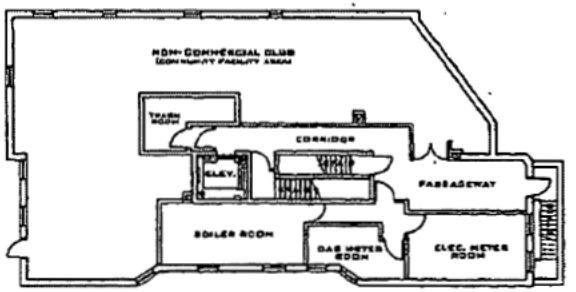
CELLAR PLAN

SCALE

0' 1' 3' 5' 10' 20'

ACQUEDUCT PLACE CONDOMINIUM

Total area: 3313 square feet.
Common area: 1486 square feet.
Community facility area: 1827 square feet.



CELLAR KEY PLAN

COMMON AREA

STATEMENT OF DIMENSIONS

DECLARANT:

ARCHITECT CERTIFICATION

COUNTY OF NEW YORK

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GEORGE SCHWARZ, R.A.

SWORN TO ME BEFORE THIS
DAY OF 2004

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE PROPERTY DIVISION OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN.

DATE SIGNATURE

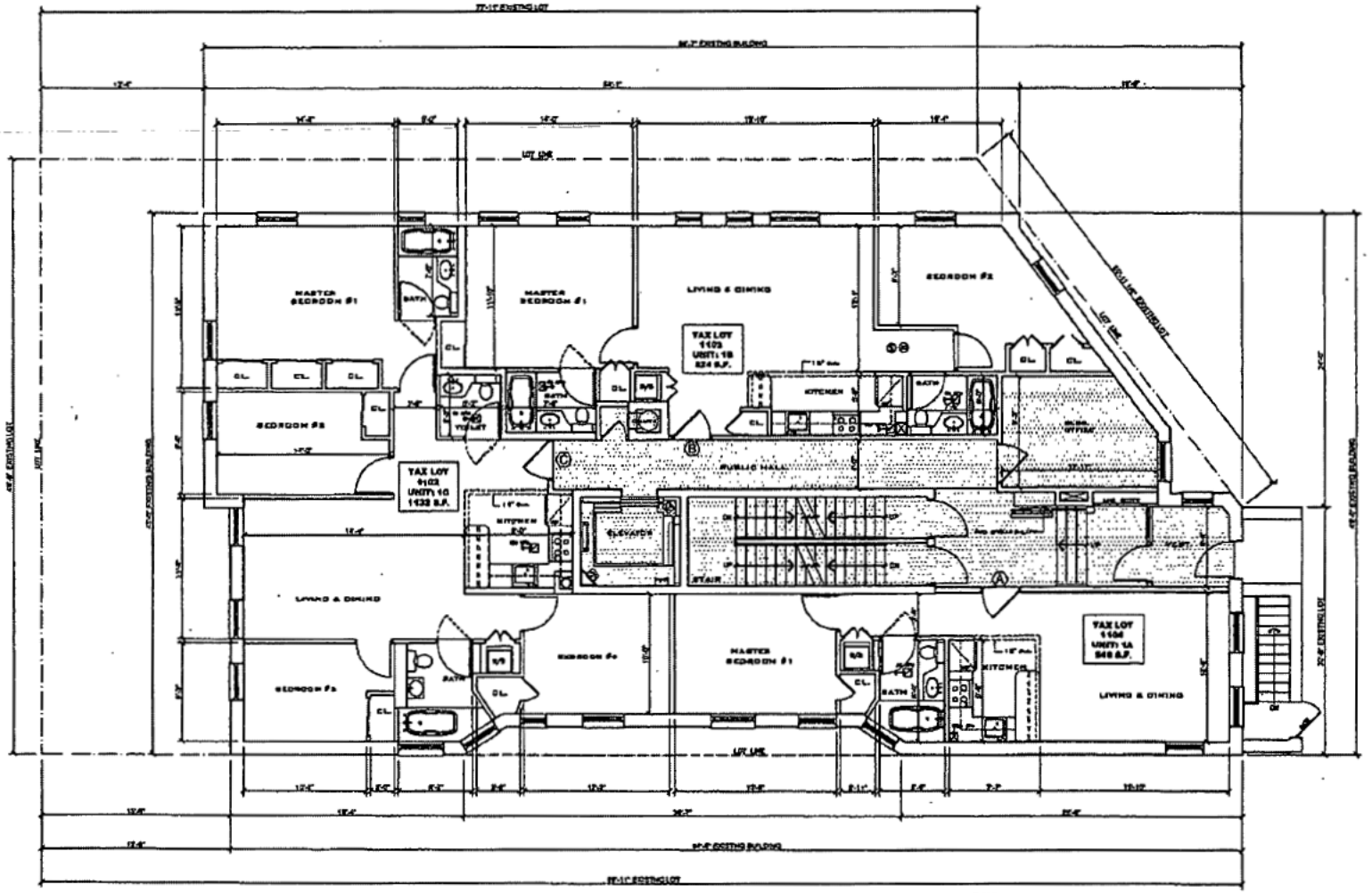
GEORGE SCHWARZ architect

479 WEST 152ND STREET
NEW YORK, NEW YORK

CELLAR PLAN

A1

SCALE AS NOTED DATE 02-01-06

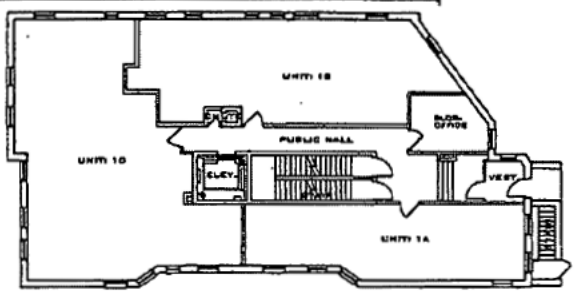


FIRST FLOOR PLAN

SCALE

0' 1' 3' 5' 10' 20'





FIRST FLOOR KEY PLAN

ACQUEDUCT PLACE CONDOMINIUM

Total area: 3241 square feet.
Residential area: 2502 square feet.
Common area: 739 square feet.

COMMON AREA

STATEMENT OF DIMENSIONS



DECLARANT:
HAMILTON HEIGHTS PARTNERSHIP, LLC
853 100TH AVENUE – SUITE 510
NEW YORK, NY 10001

ARCHITECT CERTIFICATION
COUNTY OF NEW YORK

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GEORGE SCHWARZ, R.A.

SWORN TO ME BEFORE THIS
DAY OF 2004

TAX LOT CERTIFICATION

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DATE SIGNATURE

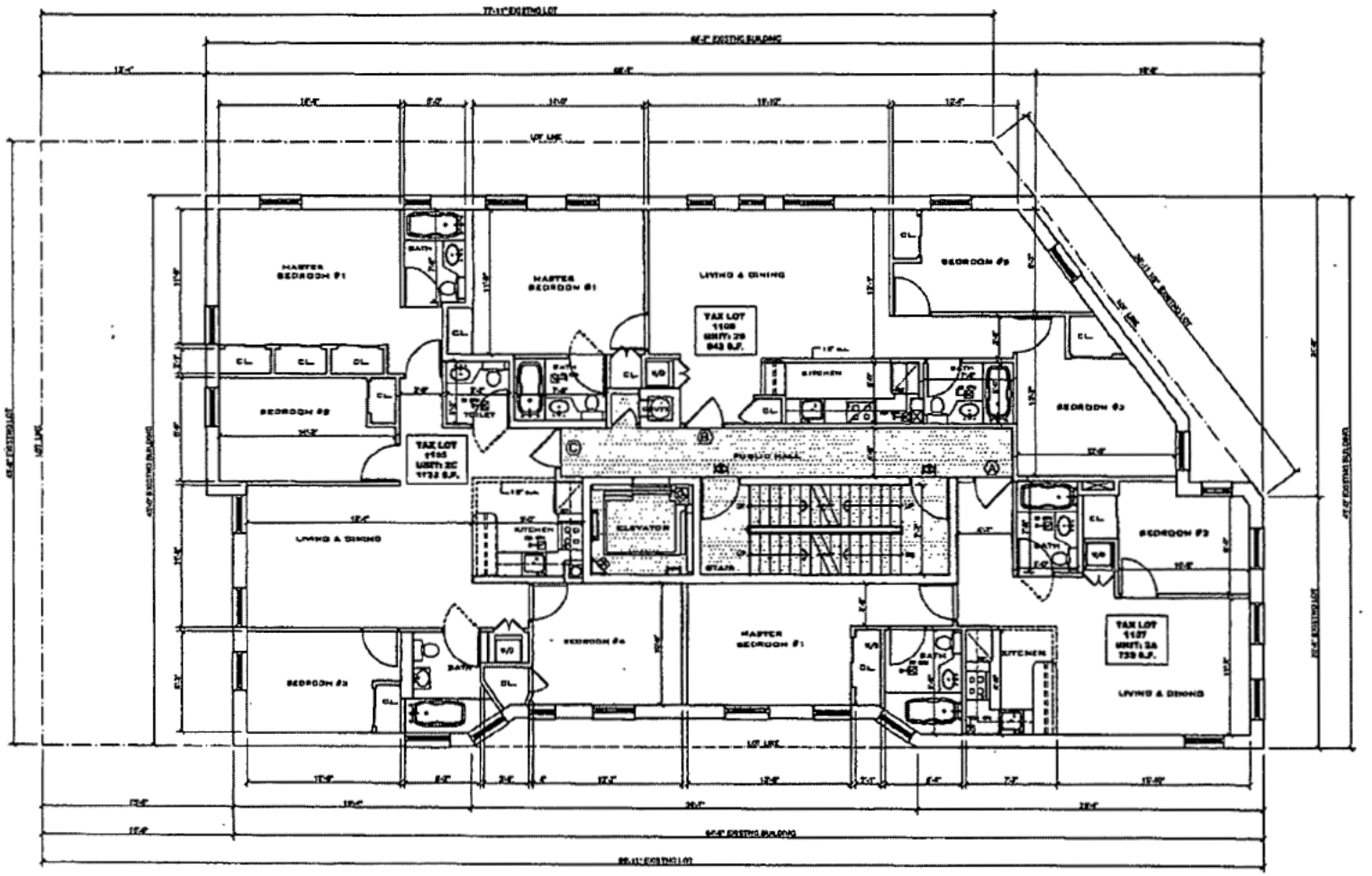
GEORGE SCHWARZ architect

PROJECT:
473 WEST 152ND STREET
NEW YORK, NEW YORK

FIRST FLOOR PLAN

A2

SCALE: AS NOTED | DATE: 12-01-06



SECOND FLOOR PLAN

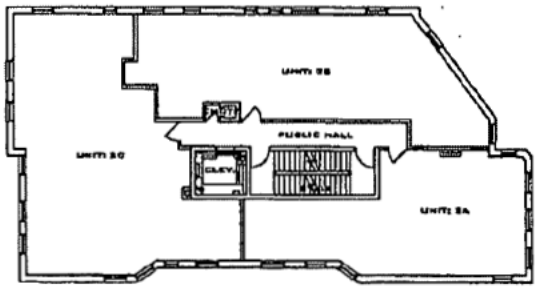
SCALE

0' 1' 3' 5' 10' 20'



ACQUEDUCT PLACE CONDOMINIUM

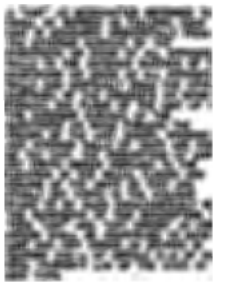
Total area: 3241 square feet.
Residential area: 2813 square feet.
Common area: 428 square feet.



SECOND FLOOR KEY PLAN

COMMON AREA

STATEMENT OF DIMENSIONS



DECLARANT:
HAMILTON HEIGHTS PARTNERSHIP, LLC
636 SIXTH AVENUE – SUITE 410
NEW YORK, NY 10001

ARCHITECT CERTIFICATION
COUNTY OF NEW YORK

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GEORGE SCHWARZ, R.A.

SWORN TO BE BEFORE THIS
DAY OF 2004

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE PROPERTY DIVISION OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN.

DATE SURVEYOR

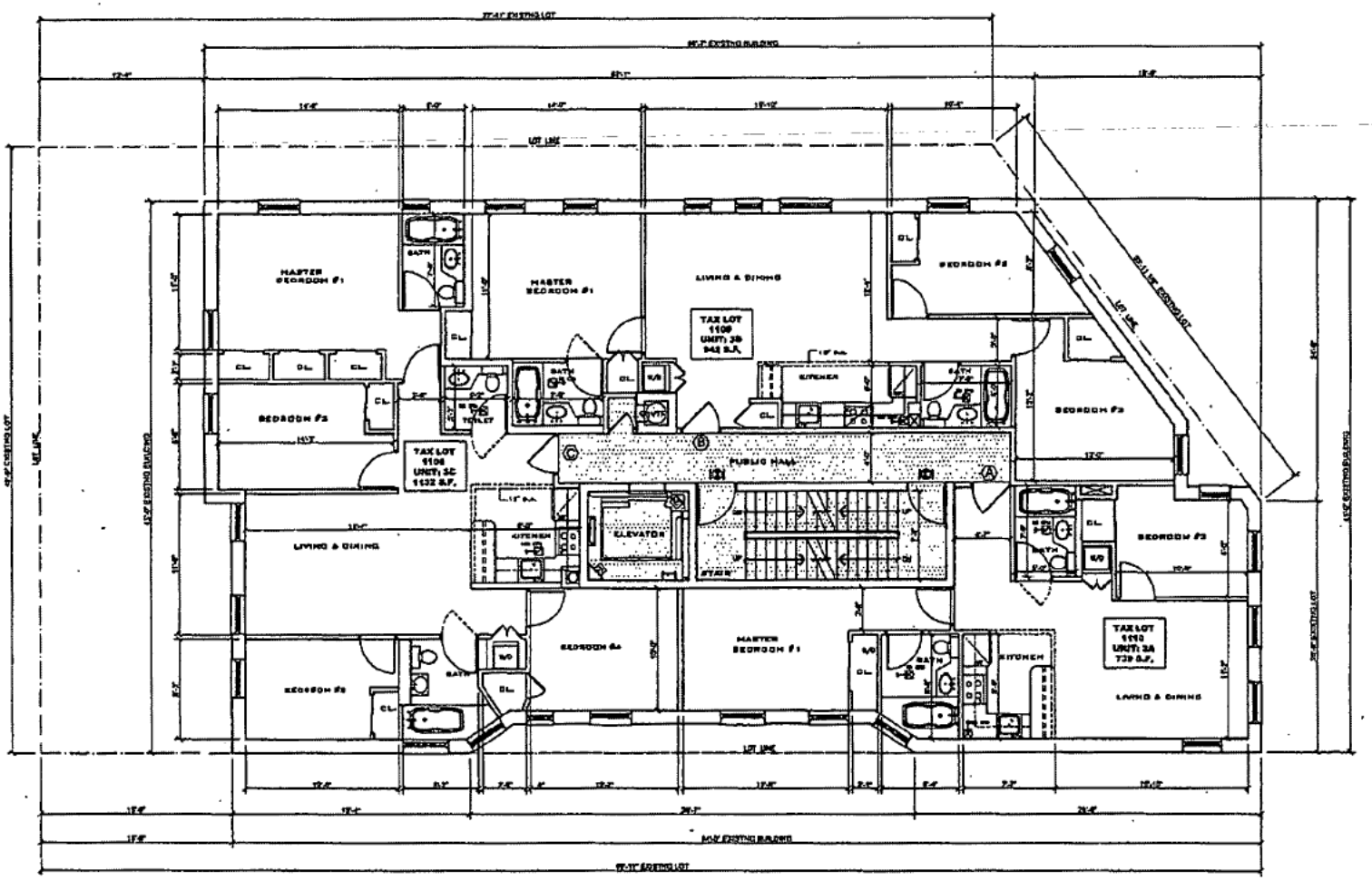
GEORGE SCHWARZ architect

479 WEST 152ND STREET
NEW YORK, NEW YORK

SECOND FLOOR PLAN

Scale: AS NOTED | Date: 02-01-05

A3



THIRD FLOOR PLAN

SCALE

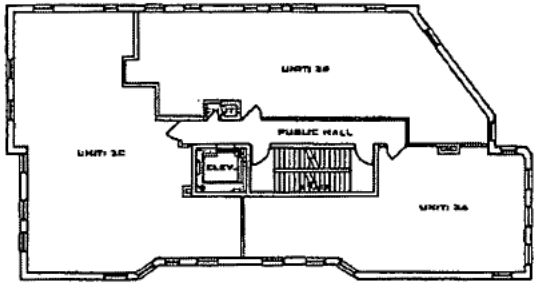
0' 1' 3' 5' 10' 20'



ACQUEDUCT PLACE CONDOMINIUM

Total area: 3241 square feet.
Residential area: 2813 square feet.
Common area: 428 square feet.

COMMON AREA



THIRD FLOOR KEY PLAN

STATEMENT OF DIMENSIONS



DECLARANT:
HAMILTON HEIGHTS FARNERSHIP, LLC
800 SIXTH AVENUE – SUITE 610
NEW YORK, NY 10001

ARCHITECT CERTIFICATION
COUNTY OF NEW YORK

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GEORGE SCHWARZ, R.A.

SWORN TO BE BEFORE THIS
DAY OF 2004

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE PROPERTY DIVISION OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN.

DATE SURVEYOR

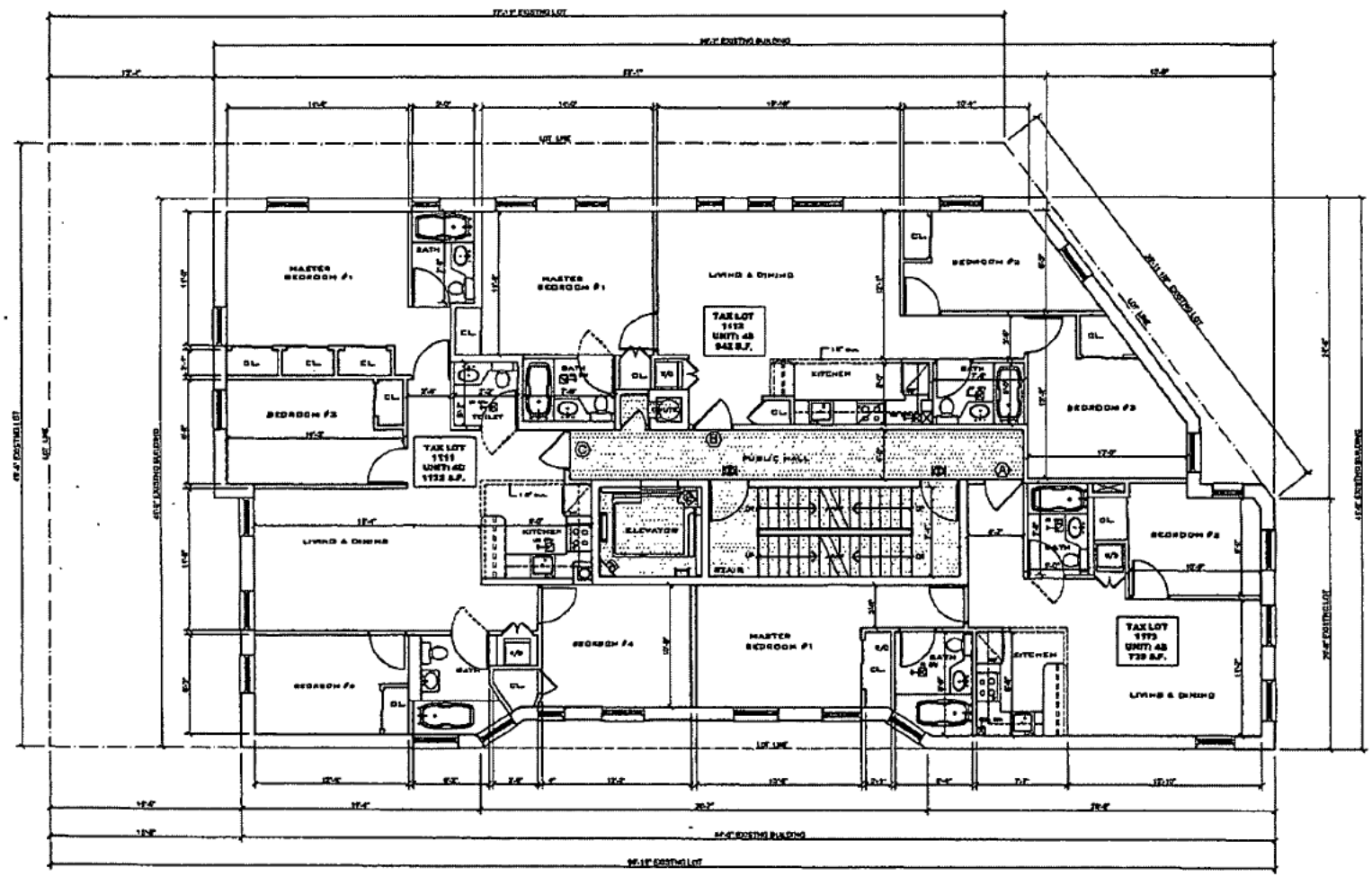
GEORGE SCHWARZ architect

479 WEST 152ND STREET
NEW YORK, NEW YORK

THIRD FLOOR PLAN

A4

SCALE AS NOTED DATE 02-01-05



FOURTH FLOOR PLAN

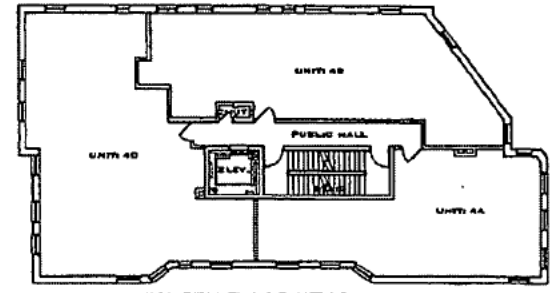
SCALE

0' 1' 5' 5' 10' 20'

ACQUEDUCT PLACE CONDOMINIUM

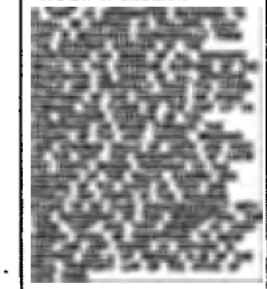
Total area: 3241 square feet.
Residential area: 2813 square feet.
Common area: 428 square feet.

COMMON AREA



FOURTH FLOOR KEY PLAN

STATEMENT OF DIMENSIONS



DECLARANT:

HAMILTON HEIGHTS PARTNERSHIP, LLC
805 SIXTH AVENUE – SUITE 610
NEW YORK, NY 10001

ARCHITECT CERTIFICATION
COUNTY OF NEW YORK

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GEORGE SCHWARZ, R.A.

SWORN TO ME BEFORE THIS
DAY OF 2004

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE PROPERTY DIVISION OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN.

DATE SURVEYOR

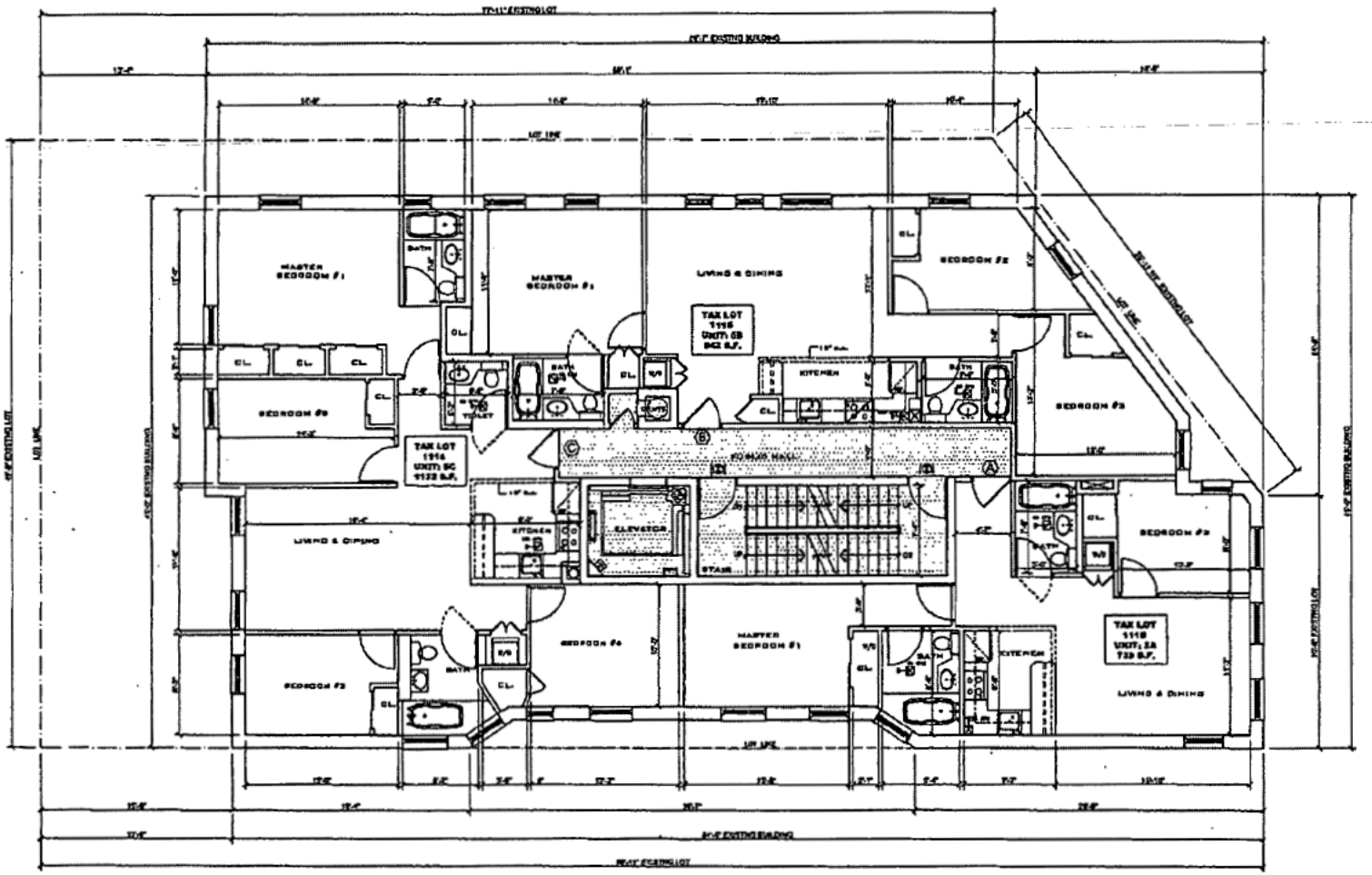
GEORGE SCHWARZ architect

PROJECT:
479 WEST 152ND STREET
NEW YORK, NEW YORK

FOURTH FLOOR PLAN

A5

SCALE: AS NOTED DATE: 02-01-08



FIFTH FLOOR PLAN

SCALE

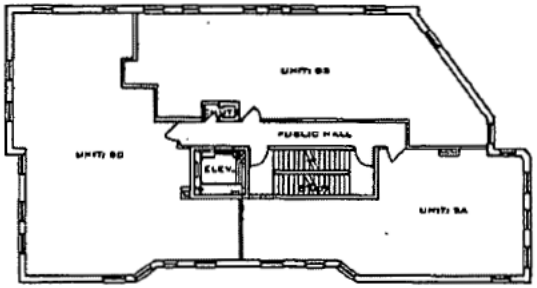
0' 1' 5' 10' 20'



ACQUEDUCT PLACE CONDOMINIUM

Total area: 3241 square feet.
Residential area: 2813 square feet.
Common area: 428 square feet.

COMMON AREA



FIFTH FLOOR KEY PLAN

STATEMENT OF DIMENSIONS



DECLARANT:
HAMILTON HEIGHTS PARTNERSHIP, LLC
555 SIXTH AVENUE – SUITE 610
NEW YORK, NY 10001

ARCHITECT CERTIFICATION
COUNTY OF NEW YORK

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GEORGE SCHWARZ, RA

SWORN TO ME BEFORE THIS
DAY OF 2004

TAX LOT CERTIFICATION

THE LOT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE PROPERTY SYSTEM OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN

DATE SURVEYOR

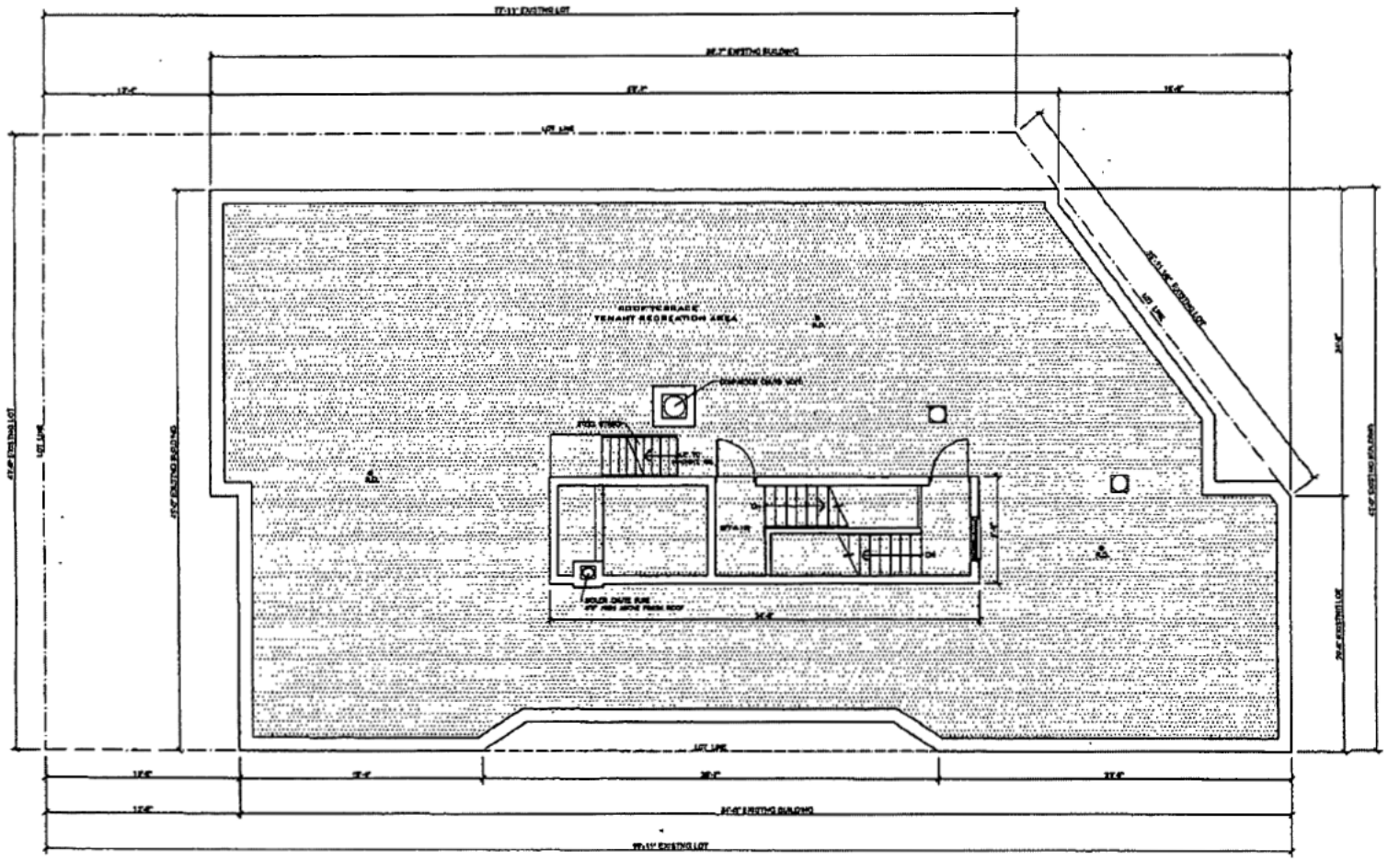
GEORGE SCHWARZ architect
200 WEST 20TH STREET, N.Y. N.Y. 10011 (212) 243-7100

PROJECT:
479 WEST 152ND STREET
NEW YORK, NEW YORK

DRAWING TITLE:
FIFTH FLOOR PLAN

A6

SCALE: AS NOTED DATE: 02-01-06

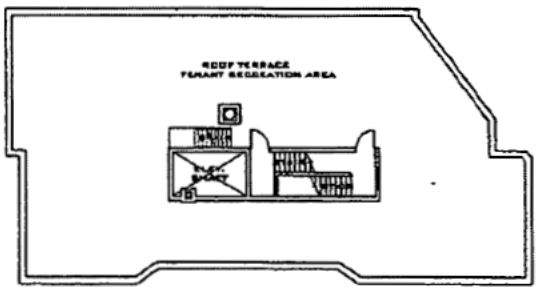


ROOF PLAN
SCALE
0' 1' 3' 5' 10' 20'

ACQUEDUCT PLACE CONDOMINIUM

Total area: 3241 square feet.
Common area: 3241 square feet.

COMMON AREA



ROOF KEY PLAN

STATEMENT OF DIMENSIONS



DECLARANT:

ARCHITECT CERTIFICATION
COUNTY OF NEW YORK

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

GEORGE SCHWARZ, R.A.

SWORN TO BE BEFORE THIS
DAY OF 2004

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE PROPERTY DIVISION OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN.

DATE SURVEYOR

GEORGE SCHWARZ

479 WEST 152ND STREET
NEW YORK, NEW YORK

ROOF PLAN

A7

SCALE AS NOTED DATE 12-01-05

DECLARATION OF CONDOMINIUM

Establishing a Plan for Condominium Ownership of the Premises located at 469/479 West 152nd Street New York, New York, pursuant to Article 9-B of the Real Property Law of the State of New York.

Name:	469/479 WEST 152nd STREET CONDOMINIUM
Declarant:	HAMILTON HEIGHTS PARTNERS, LLC c/o Berman & Frumkin, LLP 855 Avenue of the Americas, Suite 610 New York, New York 10001
Date of Declaration:	_____, 200__

The land affected by the within instrument lies in Block 2067, Lots 5 and 10 on the Tax Map of the Borough of Manhattan, City and State of New York.

RECORD AND RETURN TO:

Herzfeld & Rubin, P.C.,
Attorneys for Declarant
40 Wall Street
New York, New York 10005
Attn: Kevin J. Vernick, Esq.
(212) 471-8500

Declaration Establishing a Plan for Condominium Ownership of Premises to be known as the 469/479 West 152nd Street Condominium, located at 469/479 West 152nd Street, Borough of New York, New York County, City and State of New York (the "**Condominium**"), pursuant to Article 9-B of Real Property Law of the State of New York.

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DECLARATION
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR THE PROPERTY LOCATED AT 469/479 WEST 152ND STREET NEW YORK, NEW YORK

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

Hamilton Heights Partners, LLC, a New York Limited Liability Company, with an office at c/o Berman & Frumkin, LLP, 855 Avenue of the Americas, Suite 610, New York, New York 10001, hereinafter referred to as the **"Declarant" or "Sponsor"**, does hereby declare:

1. **Submission of Property**. The Declarant hereby submits the land more particularly described on Schedule A attached hereto and made a part hereof, together with the Building and improvements thereon erected or to be erected (the "Building") owned by the Declarant in fee simple absolute (the land and Building hereinafter collectively called the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act").

2. **Building.** Schedule B attached hereto and made a part hereof contains a description of the Building including the number of stories, the number of Units and the principal materials of which it is constructed.

3. **Name of Condominium; By-Laws.** (i) This Condominium shall be known as "469/479 West 152nd Street Condominium" (the "Condominium") and (ii) attached to this Declaration and made a part hereof are the By-Laws of 469/479 West 152nd Street Condominium which By-Laws set forth detailed provisions governing the operation, use and occupancy of the Condominium. Said By-Laws, as they may be amended from time to time, are hereinafter referred to as the "By-Laws".

4. **Definitions**. The following terms when used in this Declaration shall be deemed to have the meaning hereinafter set forth:

A. *Common Charges*. Charges imposed by and payable to the Board of Managers, which include the General Common Charges.

B. *Common Elements*. All portions of the Property other than the Units, including, without limitation, the land and structural supports of the Building, and certain other portions of the Building to be set aside for the common use of all Unit Owners as set forth in this Declaration.

C. *Common Interest.* The proportionate undivided interest in fee simple, expressed as a numerical percentage, in the Common Elements which is appurtenant to each Unit and is based upon the approximate proportion that the floor area of the Unit bears to the aggregate floor area of all the Units, but such proportion reflects the substantially exclusive advantages enjoyed by one or more, but not all Units, in a part or parts of the Common Elements. The aggregate Common Interest for all Units is 100%.

D. *Community Facility Unit.* The condominium unit located in the cellar level of 479 West 152nd Street and designated as the Community Facility on Schedule A in Part I of the Offering Plan.

E. *Community Facility Unit Owner.* The owner of the Community Facility Unit.

F. Community *Facility Limited Common Elements.* The term used to refer to a Common Element appurtenant to the Community Facility Unit, the use of which is restricted to the Community Facility Unit Owner.

G. *Condominium Name.* – 469/479 West 152nd Street Condominium.

H. *DTH Unit* - means a Residential Unit on the first floor of 469 West 152nd Street, designated Residential Unit 1B on Schedule A in Part I of the Plan.

I. *First Unit* - The first Unit to be sold by the Sponsor or its designee to a bonafide third party, which is not affiliated with the Sponsor or its principals.

J. *Floor Plans.* The floor plans for the Units and the Building, as same may be amended from time to time, which are certified by a licensed engineer or registered architect and filed in the City Register's office of New York County simultaneously with the recording of this Declaration or with any amendment to this Declaration, as permitted hereunder.

K. *General Common Charges.* Charges imposed by and payable to the Board of Managers against all Unit Owners in order to pay the General Common Expenses. General Common Charges are based upon each Unit Owner's proportionate share of the Common Interest.

L. *General Common Elements.* General Common Elements are all the Common Elements which are not Residential Common Elements, or Residential Limited Common Elements, if any.

M. *General Common Expenses.* The costs and expenses associated with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements, as determined by the Board of Managers.

N. *Limited Common Elements.* The general term used to refer to a Common Element appurtenant to a particular Unit or Units, the use of which is restricted to the owners of such Unit or Units. Presently, this term generally refers to and includes Residential Common Elements and Residential Limited Common Elements, if any.

O. *Lobby.* The main lobby with an entrance on West 152nd Street which is used by the Residential Unit Owners and contains the elevator.

P. *Managing Agent.* The entity which will manage the Property on behalf of the Board of Managers. The initial Managing Agent will be Penmark Realty Corp., with an office at 5 East 86th Street, New York, New York 10028.

Q. *Offering Plan.* The Offering Plan for the Condominium ownership of the Property, which was accepted for filing by the New York State Department of Law, as such is amended from time to time.

R. *Owner.* The Owner of a Unit.

S. *Residential Common Elements.* Those portions of the Common Elements, if any, which serve or benefit the Residential Unit Owners, the use of which is limited to the Residential Unit Owners exclusively. This shall specifically include, without limitation, the elevator, stairs, the rear exterior egress stairs, and the Roof Terrace on the 479 Building.

T. *Residential Limited Common Elements.* Limited Common Elements appurtenant to a particular Residential Unit, the use of which is restricted to the owner of such Unit, including but not limited to the roof deck associated with the 5th floor Unit in the 469 Building.

U. *Residential Unit.* A Unit designated as such in the Declaration, as a Residential Unit together with the Unit's appurtenant undivided interest in the Common Elements. Residential Units means collectively the Residential Units.

V. *Residential Unit Owner.* The Owner of a Residential Unit. Residential Unit Owners means collectively the Residential Unit Owners.

W. *Unit.* Any space in the Building designated as either a Residential Unit or the Community Facility Unit in the Declaration, together with said Unit's appurtenant undivided interest in the Common Elements. All such Residential Units are collectively called "Units".

X. *Unsold Units.* Any Residential Unit owned by the Sponsor or a person or entity designated by the Sponsor as an Owner of an Unsold Unit. The term "Unsold Units" shall mean collectively two or more Unsold Units.

5. **Units.** Annexed hereto and made a part hereof as Schedule C, is a list of each Unit in the Building, its Unit designation, tax lot number, location, approximate size, number of rooms and baths, and the Common Elements (including the Limited Commons Elements) to which it has immediate access all as shown on the Floor Plans of the Building, certified by George Schwarz, R.A., and filed in the Office of the City Register, New York County, as Map No. [redacted] simultaneously with the recording of this Declaration, and the percentage of interest of each Unit in the Common Elements. As set forth in Schedule C, there are 21 Residential Units and 1 Community Facility Unit. The location of each Unit is more clearly designated on the Floor Plans and reference should be made thereto.

6. **Dimensions of the Units.** Each Residential Unit consists of the area measured horizontally from the exterior faces of exterior walls and from the center lines of the walls separating one Unit from another Unit or common elements as indicated in the condominium plans and from the lot line of any party walls separating one building from another.

7. **Use of Units**. A. Each Residential Unit shall be used as a residence and any lawful home occupation consistent with applicable zoning and building ordinances, resolutions and codes, and the certificate of occupancy for the Property, subject to the provisions of this Declaration and the By-Laws. Notwithstanding the foregoing, while the Declarant or its designee owns any Residential Unit, Declarant or its designee shall have the right to use any such Unit for general and sales and management office purposes, as models, to use such Units and the Common Elements for other purposes connected with the promotion, sales or leasing of Units, to erect and maintain signs at the Building in connection with the offering and sale by Declarant or its designee of Units therein, to have Declarant's employees, contractors, representatives and sales agents present on the site, to do all things necessary or appropriate including the use of the Common Elements to sell or lease Units, to complete the renovation of the Building and to comply with Declarant's obligation under the Offering Plan.

B. The Community Facility Unit shall be used only for purposes that are ancillary to (and shall be owned and occupied only by the person or entities operating) any not-for-profit arts or cultural use(s) then being operated within the premises located at 466 West 152nd Street, New York, New York. These permitted "ancillary uses" include, but are not limited to, office, conference room, library, archive, storage, and a superintendent's apartment and may change from time to time. The Community Facility Unit shall not be used for any purpose that will cause any noise audible to any degree outside the Community Facility Unit after 9 p.m.

8. **Common Elements.** The Common Elements of the Condominium consist of the entire Property, including all parts of the Building and improvements thereon other than the Units or unless otherwise specified. Common Elements are comprised of General Common Elements and Limited Common Elements. They include, without limitation, the following:

A. *General Common Elements*:

1) The land on which the Building is physically erected, and all other lands comprising the Property, if any. Yard areas or other areaways at the Property, if any,

other than the walkways and ramps which provide access to and egress from the Building to or from a public street, are not intended for public use except for fire egress purposes and as subject to the easement rights of Sponsor. Additionally, any yard areas reserved for the exclusive use and enjoyment of any respective Units shall not be General Common Elements, but shall be a Limited Common Element for the exclusive use of the Owners of those Units;

2) All foundations, columns, beams, supports, bearing walls; those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or, where applicable, those portions of the exterior walls beyond the interior face of the exterior walls; those portions of the walls and partitions dividing the Units from the elevator shafts, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Unit, or, where applicable, the blockwork or concrete work of the interior walls of the Building separating one Unit from another Unit, or from the elevator shafts, fire staircases, stairs, vestibules or lobbies not within a Unit; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roof bulkheads and roof areas which are not for the exclusive use of a particular Unit or Units, the use of which shall be at the sole discretion of the Board of Managers; skylights and/or glass enclosures, if any, other than those directly over Units; water towers or tanks, if any, sprinkler systems, standpipe systems, or parts thereof installed in common areas of the Building, if any, service corridors, fire corridors, halls, stairs, and stairway areas located beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing a Unit which are not specifically designated as a Limited Common Element; storage and utility areas, if any, which are not part of a Unit or which are not specifically designated as Limited Common Elements, located beyond the unexposed face of the drywalls or blockwork or concrete work enclosing a Unit or the unexposed face of a dry wall enclosing all or part of such Units; all cellar areas which are not included within a particular Unit or which are not specifically designated as a Limited Common Element; the entrances to and exits from the Building, which are not part of a particular Unit or which are not specifically designated as a Limited Common Element;

3) The building services room, the electrical room, the fire sprinkler room, the gas meter room, the superintendent's office, a restroom and a building storage area and circulation space at the cellar level of the Building; the mechanical room located at the ground level of the Building; the boiler room at the roof level; any and all cellar or other areas which are not designated as part of a Unit or a Limited Common Element;

4) All installations on the Property outside the Units for services such as gas, power, light, cable television, heat, telephone and water;

5) All sewer pipes and drainage pipes;

6) All street vaults located in the common areas of the Building or other protrusion beyond the lot lines of the Building;

7) That portion of the main roof of the Building and those portions of the yard areas which have been designated for the installation of mechanical equipment, including, but not limited to, any air-conditioning equipment which services a particular Unit or Units or part or all of the Building;

8) Any tanks, pumps, motors, fans, compressors, air-conditioning equipment and related machinery, ducts, siamese connections, and, in general, all apparatus and installations existing for common use;

9) The boilers, hot water heaters, and related machinery, wherever located in the Building, for the generation of hot water existing for heating and domestic common use;

10) Except as specifically noted, all other apparatus and installations existing in the Building for common use or necessary or convenient to the existence, maintenance or safety of the Building.

B. *Limited Common Elements*. The following portions of the Common Elements will be Limited Common Elements:

1) The skylights and/or glass enclosures, if any, existing or installed at some future date, that are directly above any Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

2) Any fireplace, together with any flue and/or ductwork attached thereto, whether gas-fired or wood-burning, existing or installed at some future date in any Unit shall be for the exclusive use of such Unit Owner;

3) The residential vestibule and lobby together with the package closet, elevator lobby, the refuse chute located at the ground floor, and storage room which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers;

4) The elevator lobby together with the adjoining refuse room and refuse chute, if any, located on each of floors two through and including the 6th floor, which shall be for the exclusive use of the all the Residential Unit Owners in a manner to be determined by the Board of Managers;

5) The private balconies and/or roof terraces, together with any fencing, planting and/or shrubbery delineating such balcony or roof area, which are adjacent to or directly accessed from a particular Residential Unit, as delineated on the Floor Plans.

Nonstructural, ordinary repairs and maintenance of such balconies or roof terraces, together with any fencing which delineates such roof area, shall be the responsibility of the individual Unit Owner(s) who have the exclusive use thereof;

6) The elevator, elevator machinery, shafts and pits; the elevator bulkhead and elevator machine room located at the roof floor of the Building which shall be for the exclusive use of all the Residential Unit Owners.

8) The air-conditioning equipment, if any, and related machinery, wherever existing or installed at some future date within a Unit which shall be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such equipment and related machinery shall be the responsibility of such individual Unit Owner;

9) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters, heating and/or air-conditioning equipment, if any, wherever located in the Building, which services the Residential Units or the Limited Common Elements which shall be for the exclusive use of the Residential Unit Owners;

10) Any and all plumbing and mechanical chases used or required for the proper functioning of Building equipment and/or machinery, wherever located in the Building and servicing a Unit;

12) Any yard area, together with any stairs providing access thereto, shall be for the exclusive use of such Unit Owner. All charges for the use of such yard area and stairs therefor, to the extent there are charges, shall be the sole cost and expense of the respective Residential Unit Owner for whom the use and enjoyment thereof is reserved;

13) The refuse room located at cellar level of the Buildings, the refuse chute and refuse vestibule located at each floor of the Buildings, as set forth on the Floor Plans, which services one or more of the Residential Units and which shall be for the exclusive use of the Residential Unit Owners.

9. **Determination of Percentages in Common Elements.** The percentage of interest in the Common Elements allocated to each Unit as shown in Schedule C is based upon the approximate proportion that the floor area of the Unit bears to the aggregate floor area of all of the Units, subject to the location of a Unit and additional facts of relative valve 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 a particular Unit. The aggregate Common Interest of all Units is 100%.

10. **Encroachments.** If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction or renovation of the Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building, or by reason

of the repair and/or restoration by the Board of Managers of the Building, any Unit or the Common Elements, or by reason of the installation, maintenance, repair or replacement of flues, vents, air conditioning, heating, ventilation and other mechanical fixtures or equipment on the exterior wall or on the roof, a valid easement for the encroachment and for the maintenance thereof, so long as the Building stands, shall exist. In the event the Building, any Units or any Common Elements shall be partially or totally destroyed as a result of fire or other casualty or shall be taken as a result condemnation or eminent domain proceedings and then be repaired or rebuilt, thereafter encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements due to such repair or rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

11. **Easements.**

(a). Each Unit Owner shall have an easement in common with the Owners of all other Units to use, install, operate, maintain, alter, repair, rebuild, restore and replace all pipes, wires, ducts, vents, ventilating shafts and flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use, install, operate, maintain, alter, repair, rebuild, restore and replace all pipes, wires, ducts, vents, ventilating shafts and flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit and other Common Elements serving such other Units and located in such Unit.

(b). The Board of Managers, and their agents, contractors and employees shall have a right of access to the Common Elements (including the Limited Common Elements) and to each Unit to inspect the same, to remove violations therefrom, to maintain, repair or replace the Common Elements (including Limited Common Elements) contained therein or elsewhere in the Building or any other Units, provided such right of access shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the Unit Owners, the tenant or other occupant of the Units or with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that notice will not be necessary in the case 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 the occupants of the Building or other persons, or required to avoid the suspension of any necessary service in the Building).

(c). Each Unit Owner shall have in common with all other Unit Owners, an easement for ingress and egress through the Common Elements (including the Limited Common Elements), to the extent such is necessitated by an emergency or required by any law and/or regulation governing the generation of the Building.

(d). Each Unit Owner shall have in common with all other Unit Owners, and each Unit shall be subject to, an easement (i) to install, operate, maintain, repair, alter, rebuild, restore and replace located in, over, under, through or upon any Unit, or any other Common

Elements (including the Limited Common Elements) or elsewhere on the Property, and (ii) to maintain any encroachment on any Unit, the General Common Elements or the Limited Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Units or the Limited 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 tbe normal the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than one day's prior notice, except that no notice will be necessary in the case of an emergency.

(e). Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(f). Declarant or its designee and, their respective successors and assigns shall, to the extent permitted by law, have an easement and right to erect, maintain, repair and replace, from time to time, one or more signs or banners on the Property for the purposes of advertising, the sale or lease of any Unsold Unit and shall have an additional easement providing access in and to all Units and Common Elements (including Limited Common Elements) consistent with the Offering Plan, including, without limitation, the right to develop, renovate, maintain, repair, refurnish, offer, sell and lease Units.

(g). Declarant or its designee and the Board of Managers shall have the right to grant such additional plumbing, electric, gas, steam or other utility easements or relocate any existing utility easements upon any portion of the Property, as the case may be, as Declarant or its designee, or the Board of Managers, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Residential 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 (including the Limited Common Elements) in furtherance of such easement, provided such right of access shall be exercised in such a manner as to not unreasonably interfere with the normal use of the Residential Units for their permitted purposes.

(h). In addition, each Unit shall have an easement for the exclusive use, alone or in common with one or more other specified Units, of its Limited Common Elements, if any.

The beneficiary of any easement granted by the above sub-paragraphs of this Paragraph 11 shall have the responsibility of repairing any damage resulting therefrom. No fee or charge may be imposed by the Board of Managers for any easement granted herein.

12. **Power of Attorney to Board of Managers.** Subject to any express provision to the contrary contained in this Declaration, each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, in recordable form on behalf of all Unit Owners, (1) (i) to acquire title to or to lease any Unit whose Owner desires to sell or to lease the same to the Board of Managers, or (ii) on behalf of all Unit Owners to acquire any Unit which may be the subject of a foreclosure or other judicial sale in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto (other than for the election of members of the Board of Managers) or otherwise deal with any such Unit so acquired, or to sublease any Unit so leased by the Board of Managers, or (2) to create any easements or carry out the provisions of the Offering Plan, or (3) subject to any express provisions to the contrary contained in this Declaration, to execute, acknowledge and deliver a declaration or other instrument which the Board of Managers deems necessary or appropriate to comply with any law, ordinance or regulation of any agency or instrumentality of the City or State of New York in connection with the Common Elements (including Limited Common Elements), or (4) to act as agent for each Unit Owner in a single administrative or judicial proceeding for real estate assessment review and reduction, to retain legal counsel for such purposes and to charge all such Unit Owners whose Units are the subject thereof a pro-rata share of the expenses, disbursements and legal expenses for which the Board of Managers shall have a lien pursuant to Section 339-Z of the Condominium Act, and (5) to act as agent for each Unit Owner to execute, acknowledge and deliver any declaration, instrument or document to change or amend the Declaration, By-Laws or Rules and Regulations which is required to enable the Declarant or its designee to effectuate any such alteration, change or amendment permitted to be made by the Declarant or any such Unit Owner pursuant to the Declaration and By-Laws. The Board of Managers may require such power of attorney to be recorded in the Office of the City Register, New York County, at the expense of the Unit Owner immediately upon receipt by the Board of Managers thereof.

The foregoing provisions of this power of attorney shall not apply to the Declarant or to any lease or sale of a Unit owned by the Declarant, its designee or in any other manner which would materially adversely affect the rights of Declarant, its designee granted hereby or in the By-Laws.

13. **Acquisition of Units by Board of Managers.** (a) In the event any Unit Owner shall surrender its Unit to the Board of Managers, together with: (i) the undivided interest in the Common Elements (included Limited Common Elements) appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designees on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, or (b) the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit, together with the Appurtenant Interests, to the Board of Managers, or (c) the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or

otherwise, on behalf of all Unit Owners who shall be entitled to receive the income therefrom or bear the expenses thereof, in proportion to their respective Common Interests.

14. **Person to Receive Service.** For the period during which the Declarant is in control of the Board of Managers, the Secretary of State for the State of New York is hereby designated to receive notice of process in any action which may be brought against the Condominium. After the Declarant relinquishes its control of the Board of Managers, the person who from time to time holds the office of President of the Board of Managers (or in the absence of the President, any other member of the Board of Managers of the Condominium residing at the Condominium), is hereby designated to receive notice of process in any action which may be brought against the Condominium. The secretary of state of New York is hereby also designated as the agent of the Board of Manager upon whom process against it may be served.

15. **Units Subject to Declaration, By-Laws and Rules and Regulations.** All present and future owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time and any recorded encumbrances to which they are subordinate. The acceptance of a deed or conveyance, or the entering into a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16. **Amendment of Declaration.**

(a) Subject to the provisions contained herein or in the By-Laws with respect to certain types of amendments by or affecting Declarant, or its designee and except for the provisions of this Paragraph 16, this Declaration may be amended only by the vote of at least 67% in number and in Common Interest of all Unit Owners, cast in person or by proxy, at a meeting, duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by 67% in number and Common Interest of all Unit Owners, provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the consent of all Unit Owners affected. In all events, any Residential Unit mortgage must state that if consent by the holder thereof to amendments to the Declaration is necessary, such consent shall not be unreasonably withheld or delayed. No such amendment shall be effective until recorded in the Office of the City Register, New York County.

(b) The Declarant or its designee shall have the right, without vote or consent of other Unit Owners or the Board of Managers or the holders of Unit mortgages, to execute or upon request, to require the Board of Managers to execute and record in the Office of the City Register, New York County, and elsewhere if required by law, an amendment or amendments to this Declaration (together with such other documents, plans and maps as may be required to

effectuate the amendment) to reflect any changes in Units and the reapportionment of the Common Interests resulting therefrom made by the Declarant subject to the provisions of this Paragraph 16. All expenses in connection with the preparation, recording and filing of any such amendment shall be paid by the Declarant. The Declarant hereby also reserves to itself and its designee(s) the right to amend this Declaration at any time, without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees, for the sole purpose of filing the Floor Plans required by Section 339-p of the Condominium Act for any portion or portions of the Building and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans, the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in Section 339-p.

(c) Except as provided in this Paragraph 16 with regard to the right of the Declarant or its designee to amend this Declaration, Paragraphs 5 ("Units"), 6 ("Dimension of Units") and 23 ("Additional Rights of Declarant") of this Declaration may not be amended without the consent of the Unit Owner of every Unit affected by such amendment. The provisions of this Paragraph 16 may not be added to, amended or deleted, in whole or in part, without the consent of the Declarant or its designee, so long as the Declarant or its designee owns a Unit.

(d) No amendment shall increase a Unit Owner's proportionate share of the Common Interests, unless all Unit Owners affected agree to such amendment and no amendment, which shall increase the percentage of Common Interest allocated to any Units, may be made without the written consent of the mortgagee(s) of such Unit or Units, if any.

(e) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees. The vote of any Unit Owner as to any proposed amendment or modification of the Declaration is subject to any written consent that may be required of the holders of any mortgage encumbering a Unit to extent such consent is required by the terms of any such mortgage.

(f) Any notice of a meeting to Unit Owners of any proposed amendment or modification to the Declaration shall, at the same time, be sent to any holders of any mortgages encumbering a Unit, whose name and address appears on the books and records of the Condominium along with a copy of the text of the proposed amendment. Subject to the provisions contained in the Declaration with respect to amendments or modification affecting the Declarant or its designees, or any Unsold Residential Units, if holders of first mortgages of record attributable to 51% or more of the Common Interests of the Unit Owners, object to any such proposed amendment or modifications to the Declaration and such objections are received in writing by the Board of Managers on or prior to the date of such meeting, then such proposed amendment or modification shall not be enacted and shall be deemed disapproved by the Unit Owners.

(g) Irrespective of any other provision of this Declaration, no action of partition or division of the Common Elements shall be brought nor shall Condominium ownership of the Property be terminated where such partition, division or termination will result in a violation of the then existing local zoning or building laws or codes.

(h) Amendments, modifications, additions or deletions of or to this Declaration, the By-Laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Community Facility Unit or the subdivision of the Community Facility Unit into additional separate residential condominium Units and/or the offering for sale or lease of all or any portion of the Community Facility Unit or a Residential Unit that was converted from the Community Facility Unit and it is contemplated that in connection therewith, such Community Facility Unit Owner will cause this Declaration to be so amended, modified, added to or deleted from and that the resulting provisions thereof may be similar or dissimilar to those currently affecting the Community Facility Unit Owner.

(i) The provisions of Paragraphs 16 ("Amendment of Declaration"). 17 ("Definition of Declarant or its Designee"), 22 ("Changes in Residential Units") and 23 ("Additional Right of Declarant") may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant or its designee and the provisions of subparagraph (h) of Paragraph 16 ("Amendment of Declaration") may not be modified, amended, added to or deleted, in whole or in part, without the consent of the Community Facility Unit Owner.

17. **Definition of "Declarant or its Designee"**. The term "Declarant" or "its designee" or "Declarant or its Designee" as used in this Declaration or the By Laws shall mean Declarant or any affiliate of Declarant or any person or entity appointed or designated by Declarant to act for or on behalf of Declarant in connection with the Condominium and/or the Board of Managers of the Condominium including any Committee of said Board of Managers and/or any person or entity designated by the Declarant as an Owner of Unsold Unit(s). An affiliate of Declarant shall be deemed to be a person or an entity who or which (i) owns more than 50% of the legal or beneficial interest of Declarant or any member of Declarant, or (ii) any person or entity with respect to which Declarant or any partner, member, shareholder, officer or director of Declarant owns more than 50% of the legal or beneficial interest or an entity as to which more than 50% of its legal and beneficial interest is owned by a person or an entity which owns more than 50% of the legal and beneficial interest of the Declarant or of any member, partner, shareholder, officer and director of the Declarant. A Declarant shall have the right to designate a person or entity to succeed to its rights and any such designee shall also be deemed a "designee".

18. **Common Charges**. All sums assessed as Common Charges (which shall include General Common Charges or assessments) by the Board of Managers of the Condominium but unpaid, together with late charges and interest thereon as provided in the By-Laws shall, subject to the provisions of Section 339-Z of Condominium Act, constitute a lien on a Unit prior to all other liens except: liens for taxes on a Unit in favor of any assessing unit, school district, special district, county or taxing unit. A lien for Common Charges and any other sum due and owing to the Board of Managers may be filed against a delinquent Unit and foreclosed by the

Condominium when Common Charges are past due in accordance with the laws of the State of New York in like manner as a mortgage on real property. In any such foreclosure, the Condominium shall also have a right to recover all costs and expenses incurred including reasonable attorneys' fees and disbursements. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a General Common Expense. In addition, if a purchaser of a Unit at a foreclosure sale of a first mortgage of record obtains title to a Unit as a result of such foreclosure, such acquirer of title, his or her successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges and any other sums due and owing to the Board of Managers payable by such Unit, which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of such Common Charges and special assessments, if any, shall be charged to all Unit Owners as a General Common Expense.

Every Unit Owner shall pay the Common Charges and other charges assessed against its Unit when due and no Unit Owner may exempt themselves or the Unit from liability for the payment of Common Charges and other charges assessed against the Unit Owner or the Unit by waiver of the use of any of the Common Elements or by abandonment of the Unit. However, no Unit Owner shall be liable for the payment of any Common Charges and other charges accruing subsequent to a sale, transfer or other conveyance of their Unit made in accordance with Section 339-x of the Condominium Act or in accordance with the provisions of the Declaration and the By-Laws.

19. **Conveyance of a Unit.** Subject to Section 339-Z of the Condominium Act and the provisions of Paragraph 18 (Common Charges), any conveyance of a Unit in accordance with this Declaration and By-Laws, the Grantee of the Unit shall be jointly and severally liable with the Grantor for any unpaid Common Charges and other charges against the Unit through the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any such Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of Common Charges and other charges against the Grantor and such Grantee shall not be liable for any unpaid Common Charges and other charges against the Grantor in excess of the amount set forth in such statement. "Grantee" as used in this paragraph shall not include any of the following: the holder of a first mortgage of record; or other purchaser of a Unit at a foreclosure sale of any such first mortgage of record.

20. **Termination of Condominium.** The Condominium shall continue and 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 By Laws, or (b) such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners. No such vote under clause (b) in the preceding sentence shall be effective without the written. consent (which consent shall not be unreasonably withheld or delayed) of at least 67% of the holders of the Unit first mortgages (based upon one vote for each first mortgage owned), if any. Declarant or its designee will not vote its interest appurtenant to any Unsold Residential Unit for such withdrawal unless at least

80% in number and in Common Interest of all other Unit Owners so elect such withdrawal at which time Declarant or its designee may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interest, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such net proceeds all liens on the Unit, in the order of priority of such liens.

21. **Changes in the Unsold Units by the Declarant.** Except to the extent prohibited by law, Declarant or its designee shall have the right, so long as it shall have any interest in a Unit, without prior notice and without the vote or consent of the Board of Managers, any other Unit Owner or the holders of Residential Unit mortgages, if any, unless otherwise provided in any such mortgages, to: (a) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon Unsold Units; (b) change the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Residential Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, (d) altering the boundary walls between any Unsold Residential Units, and erecting or modifying certain walls or corridors to allocate a portion of the Limited Common Elements to the exclusive use of a Unit(s), which area shall then become a Residential Limited Common Element or otherwise; and (e) if appropriate, reapportion among the Unsold Residential Units affected by any such change in size or number pursuant to the preceding clause (c), their percentage interests in the Common Elements; provided, however, that the percentage interest in the Common Elements of any other Units shall not be changed by reason thereof unless the owners of such Units shall consent thereto and, further provided, that Declarant shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. The provisions of this Paragraph 21 may not be added to, amended, modified or deleted without the prior written consent of Declarant or its designee.

22. **Additional Rights of Declarant.**

(a) Declarant hereby reserves to itself the right for itself and its designees, invitees, contractors' agents, employees and tenants, of ingress, egress and access in and to the Units, Common Elements and Limited Common Elements to make such changes, alterations, repairs, adjustments or to take such other actions as may be necessary or desirable to enable the completion of construction or the renovation of the Property substantially in accordance with the plans and specifications previously filed, as same have or may be amended, with the New York City Department of Buildings and other applicable governmental authorities having jurisdiction thereof in accordance with the Offering Plan for Condominium ownership of the Property.

(b) The Lobby of the Building and all furnishings, furniture, fixtures, equipment, signs, hangings, floor or other surface coverings, barriers or partitions, other matter or material located and installed in the Lobby of the Building by Declarant or by any such

designees of Declarant, shall not be changed or altered in any manner, nor shall any additions be made by any Unit Owners or by the Board of Managers, unless and until, in each instance, the same shall first be approved in writing by the Declarant, so long as Declarant or its designee shall own at least one Unit.

23. **Invalidity.** The invalidity of any provision of this Declaration or the By-Laws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and By-Laws, and, in such event, all of the other provisions of this Declaration and By-Laws shall continue in full force and effect as if such invalid provision had never been included herein.

24. **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.

25. **Covenant of Further Assurances.**

(a) Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of Board of Managers or otherwise, shall, upon prior reasonable written request 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 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.

(b) If any Unit Owner, the Board of Mangers or any other party which is subject to the terms of this Declaration fails, within ten (10) days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which the Board of Managers, Unit Owner or party is required to execute, acknowledge and deliver or take pursuant to this Declaration, or (ii) to deliver a written notice to the party requesting such execution, acknowledgment or delivery, and to the Board of Managers stating the reasons why such Unit Owner, Board of Managers or other party refuses to execute, acknowledge or deliver such instrument or take such action, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other party, coupled with interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board of Managers, or other party and such document or action shall be binding on such Unit Owner, Board of Managers, or other party.

(c) If any Unit Owner, the Board of Managers or any other party which is subject to the terms of this Declaration fails, within ten (10) days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board of Managers, or party is required to execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee or (ii) to deliver a written notice to Declarant or its designee, if applicable, and to the Board of Managers stating the reasons why

such Unit Owner, Board of Managers or other party refuses to execute, acknowledge or deliver such instrument or take such action, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, Board of Managers, or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action in the name of such Unit Owner, Board of Mangers or other party and such document or action shall be binding on such Unit Owner, Board of Managers or other party, as the case may be.

26. **J51 Consents**. Only construction costs associated with the Residential Units which have been created in the pre-existing cubic content of the Building are used for calculating the J51 Tax Benefit. A Residential Unit in newly created cubic content ordinarily does not receive an allocation of J51 Benefits. The Residential Units were created in the pre-existing space of the Building. Pursuant to the terms hereof, any real estate tax exemption and tax abatement benefits granted to the Property shall be allocated on a building-wide basis to the Residential Units. The effect of such allocation will be that the benefits granted will be apportioned amongst all the Residential Units.

By accepting title to a Unit, each Unit Owner, on behalf of himself or herself, and all heirs, successors and/or assigns of any interest in the Unit:

i. consents to the spreading and reallocation of J51 Benefits to all Residential Units; and

ii. waives all recourse against, and agrees to hold harmless, the City of New York and all other Unit Owners in the event that such allocation results in a decrease in the J51 Tax Benefits that might otherwise be received by the Residential Units created in the pre-existing space.

Consents which have been signed by Purchasers of Residential Units and all other Unit Owners for building-wide allocation of real estate tax exemption and tax abatement benefits pursuant to Section 11-243, formerly Section J51-2.5, of the Administrative Code of the City of New York, if required, shall be recorded in the Office of the Register of Kings County, City and State of New York.

27. **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.

28. **Gender**. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

29. Sponsor's Retention of Transferable Air Rights and/or Development Rights and Land Rights.

(a) As against all other Unit Owners, their successors and/or assigns, the

Sponsor, its successors and assigns, shall have the exclusive right to cause any part or all transferable air rights and/or development rights pertaining to the Property, which Sponsor is herein reserving for itself, its successors and assigns, to be conveyed, transferred or otherwise assigned to any other premises, "zoning lot," "development" or "enlargement" as those prior three terms are now defined in the Zoning Resolution of the City of New York, as amended, and Sponsor hereby binds itself, its successors and assigns from conveying, transferring, assigning, or surrendering any portion of the Land or any transferable air rights and/or development rights, if such conveyance, transfer, assignment or surrender shall make illegal the erection, existing or restoration or use of the Building at the time of the recordation of this Declaration or as will allow any party, including Sponsor as the holder of Unsold Units, to build on or directly above the Land, except the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers, and in any event, any construction above the Land, shall be made only in accordance with the Condominium's Declaration and By-Laws. As defined herein, "transferable air rights and/or development rights" and "land subdivision rights" shall include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution.

(b) The Sponsor or Sponsor's designee, their successors and assigns, herein have the right to cause the Board of Managers and all of the Unit Owners, their successors and/or assigns, to take such action and execute, acknowledge, deliver and record, at the sole cost and expense of Sponsor or Sponsor's designee, and/or their successors and assigns, in the Register's Office of the County of New York in the City of New York and elsewhere, if required by law, such instruments and documents, including, but not limited to: (i) deed(s), lease(s), zoning lot agreement(s), declaration(s), lot line window declaration(s), and/or grant(s) of such Unit Owner's and such Board's interests, if any, in the Property with respect to any transferable air rights and/or development rights, for the purpose of confirming the ownership of Sponsor, Sponsor's designee and/or their successors and assigns therein and/or for the purpose of effectuating the conveyance, transfer, assignment or surrender of such rights by Sponsor, Sponsor's designee and/or their successors and assigns; (ii) any amendment to this Declaration which the Sponsor, Sponsor's designee and/or their successors and assigns deems necessary or appropriate to effectuate the purpose of this Paragraph 29.

(c) Failure of the Unit Owners and Board of Managers to comply with the terms of this Paragraph 29 shall result in liquidated damages payable by the Board of Managers to the Sponsor, Sponsor's designee, and/or their successors and assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor, Sponsor's designee and/or their successors and assigns for the conveyance, transfer, assignment or surrender of all or the portion of Parcel II and/or such transferable air rights and/or development rights.

(d) If any provision that is necessary to effectuate the purposes of this Paragraph 29 is missing, then such provision shall be deemed included as part of paragraph 29, including, but not limited to, any provision required by law to limit the reservation of the contingent rights as set forth herein. Any term of limitation, if required to be measured, may be determined by the use of the life of Sponsor, any principal thereof or the children of any principal thereof plus 21 years.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this_____ day of _____, 200__.

HAMILTON HEIGHTS PARTNERS, LLC

By: _____
Name: Jacob Frumkin
Title: Managing Member

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

On the_____ day of _____ in the year 200__ before me, the undersigned, a Notary Public in and said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE A
Description of Property

AS TO BLOCK 2067 LOT 5:
ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of West 152nd Street, distant 100 feet easterly from the northeasterly corner of Amsterdam Avenue, (formerly 10th Avenue) and 152nd Street;

RUNNING THENCE northerly parallel with Amsterdam Avenue, 99 feet 11 inches to the center line of the block;

THENCE easterly along said center line of the block, 49 feet 11 inches (40 feet 9 inches per survey);

THENCE southerly parallel or nearly so with Amsterdam Avenue to and along the westerly side of the westerly wall of the 3 story brick house on the premises adjoining those hereby described 77 feet 11-3/8 inches (78 feet 2 inches per survey), more or less, to the northwesterly side of Croton Aqueduct;

THENCE southwesterly along said side of Croton Aqueduct, 36 feet 6 inches, more or less, per legal description (35 feet 11 and 1/8 inches per survey) to the northerly side of West 152nd Street; and

THENCE westerly along the northerly side of West 152nd Street, 20 feet 6 and 1/3 inches (21 feet 2 inches per survey) to the point or place of BEGINNING.

AS TO BLOCK 2067 LOT 10:
ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING, at a point on the northerly side of West 152nd Street, which point is distant 275 feet easterly from the corner formed by the intersection of the said northerly side or line of West 152nd Street with the easterly side or line of Amsterdam Avenue (formerly 10th Avenue);

RUNNING THENCE northerly and parallel with the said Amsterdam Avenue (formerly 10th Avenue), 52 feet 10 and 1/5 inches (52 feet 10 1/8 inches per survey) to the southeasterly side of the Old Croton Aqueduct;

THENCE southwesterly and along the said southeasterly side of the Old Croton Aqueduct 88 feet 5 and 42/100 inches per description (88 feet 4 and ¼ inches per survey) to the aforesaid northerly side or line of 152nd Street;

THENCE easterly and along the said northerly side or line of West 152nd Street, 52 feet 10 and 48/100 inches per description (70 feet 9 and 5/8 inches per survey) to the point or place of BEGINNING.

SCHEDULE B

Description of Building

The Buildings consist of twenty one (21) Residential Condominium Units and one (1) Community Facility Unit. The Residential Units are each located on floors 1 through 6 of 469 West 152nd Street and 479 West 152nd Street. The Community Facility Unit is located in the cellar of the Building located at 479 West 152nd Street, New York, New York.

The Building's footings and foundation are made of steel columns, beams and cement. The interior structural framing of the Building is made of steel columns and sheeting throughout the Buildings. The exterior of the Building consists of brick and masonry construction.

SCHEDULE C

Description of Units

469/479 WEST 152nd STREET CONDOMINIUM
469/479 WEST 152nd STREET, NY, NY

UNIT	USE	LOCATION	APPROXIMATE USEABLE SQUARE FOOTAGE	NUMBER OF ROOMS	PERCENTAGE INTEREST IN BUILDING COMMON ELEMENTS	RESIDENTIAL LIMITED COMMON ELEMENTS
1A	Residence	469 W 152nd	1188	4	4.7951%	5.2703%
2A	Residence	469 W 152nd	1354	8	5.4651%	6.0067%
3A	Residence	469 W 152nd	1354	8	5.4651%	6.0067%
4A	Residence	469 W 152nd	1354	8	5.4651%	6.0067%
5A	Residence	469 W 152nd	1354	8	6.2017%	6.8163%
1B	Residence	469 W 152nd	411	4	1.6589%	1.8233%
1A	Residence	479 W 152nd	639	4	2.5792%	2.8348%
2A	Residence	479 W 152nd	835	6	3.3703%	3.7043%
3A	Residence	479 W 152nd	835	6	3.3703%	3.7043%
4A	Residence	479 W 152nd	835	6	3.3703%	3.7043%
5A	Residence	479 W 152nd	835	6	3.3703%	3.7043%
1B	Residence	479 W 152nd	1021	7	4.1210%	4.5294%
2B	Residence	479 W 152nd	1021	7	4.1210%	4.5294%
3B	Residence	479 W 152nd	1021	7	4.1210%	4.5294%
4B	Residence	479 W 152nd	1021	7	4.1210%	4.5294%
5B	Residence	479 W 152nd	1021	7	4.1210%	4.5294%
1C	Residence	479 W 152nd	1252	9	5.0534%	5.5542%
2C	Residence	479 W 152nd	1252	9	5.0534%	5.5542%
3C	Residence	479 W 152nd	1252	9	5.0534%	5.5542%
4C	Residence	479 W 152nd	1252	9	5.0534%	5.5542%
5C	Residence	479 W 152nd	1252	9	5.0534%	5.5542%
Community Facility	Community Facility		1791		9.0166%	n/a
Total			**24150**		**100%**	100%

Square Footage of the Units set forth in this Schedule C are approximate and have been measured from the predominant interior surface of exterior walls, not including vertical shafts, elevators and stairwell.

Square Footage of the Residential Units set forth in this Schedule C includes 25% of the area of outside balcony, terrace, roof and other Limited Common Elements as part of the area adjoining the Unit benefiting from the use thereof.

CONDOMINIUM BY-LAWS

BY-LAWS

of

469/479 West 152nd Street Condominium

469 West 152nd Street
New York, New York

479 West 152nd Street
New York, New York

(Part II of the Declaration)

Herzfeld & Rubin, P.C.
40 Wall Street
New York, New, York 10005
Attn: Kevin J. Vernick, Esq.
(212) 471-8500

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BY-LAWS
OF
THE CONDOMINIUMS OF THE PREMISES KNOWN AS

469/479 WEST 152ND STREET CONDOMINIUM

469 West 152nd Street
New York, New York

479 West 152nd Street
New York, New York

ARTICLE I.

Plan of Unit Ownership

Section 1. Purpose. The purpose of these By-Laws is to set forth the rules and procedures governing the operation and conduct of 469/479 West 152nd Street Condominium (the "Condominium"). Tbe Condominium comprises the land situated in the Borough of Manhattan, City, County and State of New York, more particularly described in Schedule A of the Declaration recorded in the Office of the City Register, New York County, simultaneously herewith, and the Buildings, constructed on said land (the land and Building hereinafter are collectively called the "Property"). The Property has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") by the recording of the Declaration. All Units are hereinafter referred to as "Residential Unit(s)", "Community Facility Unit" or "Unit(s)". All other capitalized terms not defined in the By-Laws shall have the meaning as set forth in the Declaration. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have meanings ascribed to them in such Articles.

Section 2. Applicability of By-Laws. Te provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Building and all other improvements thereon (including the Units and the General Common Elements and Limited Common Elements), owned in fee simple and all easements, rights and appurtenances belonging thereto, and all other property, personal or otherwise, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Condominium Act.

Section 3. Application. All present and future Owners, mortgagees, lessees and occupants of Units and their employees, agents, tenants or licensees and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations attached hereto as Exhibit A, each as may be amended from time to time.

The acceptance of a deed or conveyance or the succeeding to title to a Unit (by operation of law or otherwise) or the entering into of a lease or the act of occupancy or acceptance of surrender of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are assumed, accepted, ratified, and will be complied with.

Section 4. Office. The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II.

Board of Managers

Section 1. Number and Qualification. The affairs of the Condominium shall be governed by a Board of Managers, The Board of Managers shall initially consist of three (3) persons designated by Declarant until their successors shall have been designated and/or elected by the Unit Owners, including Declarant or its designee, at the first meeting of Unit Owners held pursuant to Section I of Article III of these By-Laws, at which meeting a new five (5) Member Board of Managers shall be installed in accordance with these By-Laws. The Declarant or its designee shall have the right to designate three (3) of the Members of the Board of Managers during the 5 year period following the first annual meeting. The remaining two (2) positions on the Board of Managers will be elected by Units Owners excluding the Sponsor or its designee. The Unit Owners, at their option, may elect less than required number of Members for the Board of Managers if they are unable to fill all of the positions on the Board of Managers.

All Members of the Board of Managers shall be a Unit Owner, the spouse of a Unit Owner, a mortgagee of a Unit Owner (or a partner, member, stockholder, employee, officer or director of a mortgagee of a Unit Owner), a partner or an employee of a partnership Unit Owner, the officer or director of a corporate general partner of a Unit Owner, a stockholder, officer, director or employee of a corporate Unit Owner, a member or director, officer or employee of a member of a Unit Owner which is a limited liability company, fiduciaries of officers or employees of a fiduciary Unit Owner, a trustee of a Unit Owner which is owned by a trust, an officer, stockholder or employee of any affiliate of a Unit Owner, an attorney, accountant or other professional engaged by a Unit Owner or by an affiliate of a Unit Owner, a principal, partner, member, director, officer stockholder or employee of the Managing Agent, or, in the case of the Declarant, shall be the designees of the Declarant. The same qualifications shall apply to the Members of the various Committees of the Board of Managers.

No Unit Owner may be elected to serve on the Board of Managers if the Board of Managers has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such election. No Unit Owner may serve on the Board of Managers so long as such lien remains unpaid.

The number of the Members of the Board of Managers may not be changed without the consent of the Declarant or its designees for so long as the Declarant or its designees owns one Unit.

Section 2. Powers and Duties. (a) The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by, aw or by the Declaration or by these By-Laws that may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to the following:

1. Operation, care, upkeep and maintenance (including the removal of trash, debris, snow and ice) of the Common Elements (as such term is defined in the Declaration);

2. Determination of the General Common Expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the General Common Elements,

3. Collection of the Common Charges from the Unit Owners and gas charges from Residential Unit Owners, and to the extent the Units are not separately assessed for real estate taxes, to establish a method for allocating the real estate tax imposed among all Units in a manner consistent with the method of allocation set forth in the Offering Plan, and billing and collecting the same;

4. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements;

5. Adoption and amendment of rules and regulations covering the details of the operation and use of the General Common Elements and Limited Common Elements;

6. Opening and maintaining bank accounts on behalf of the Condominium (including, but not limited to, a Working Capital and/or Reserve Funds) and designating the signatories required therefor;

7. Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners for Units offered for sale or lease by their Owners to the Board of Managers;

8. Acquiring by surrender or by purchase, Units at foreclosure, through deed in lieu of foreclosure, or surrender or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners;

9. Acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the Ownership and operation of the Property;

10. Selling, leasing, subleasing Units leased by the Board of Managers, mortgaging, voting the votes appurtenant to (other than for the election of Members of the Board of Managers), or otherwise dealing with Units acquired by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners;

11. Organizing corporations or other entities to act as designees of the Board of Managers in acquiring title to or leasing Units or rights and interests in real and personal property for use in connection with the ownership and operation of the Common Elements on behalf of all Unit Owners;

12. Leasing portions of the Common Elements and granting licenses for vending machines and other concessions;

13. Obtaining insurance, pursuant to the provisions of Article V, Section 2 hereof,

14. Making repairs, additions and improvements to or alterations of the Common Elements and making of repairs to and restoration of the Common Elements in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

15. Borrowing money on behalf of the Condominium, to extent permitted under Section 339-JJ of the Condominium Act (as such may be amended), when required in connection with the operation, care, upkeep, maintenance and improvement of the General Common Elements, provided, however, that (A) the consent of at a majority of Unit Owners (as defined in Section 9 of Article III), present in person and/or by proxy and voting at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any amount in excess of the sum set forth in Section 339-JJ, as requiring such consent, for the General Common Elements in any one fiscal year (regardless of the loan outstanding from previous years), and (B) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the Unit Owner. Subject to the provisions of Section 339-JJ of the Condominium Act (as such may be subsequently amended), the Board of Managers, on behalf of the Unit Owners, may (A) assign its rights in and to the receipt of future income and Common Charges, (B) create a security interest in, assign, pledge, mortgage or otherwise encumber funds or other real or personal property that it holds and (C) agree that, at the lender's direction, it will increase Common Charges to the extent necessary to pay any amount due under any of the provisions of the agreements under which any such debt was incurred. Any such assignment, given in connection with a debt incurred, may provide that, in the event of a default, the lender shall have the right of the Board of Managers to file liens, in the lender's name, on the Units for unpaid Common Charges and the right to foreclosure such liens. If any sum borrowed by the Board of Managers

on behalf of the Condominium pursuant to the authority contained in this Paragraph (xv) is not repaid by the Board of Managers, a Unit Owner who pays to the creditor such proportion thereof as his or her interest in the Common Elements bears to the interests in the Common Elements of all the Unit Owners responsible for paying therefor shall be entitled to obtain from the creditors a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit;

16. Levying fines against Unit Owners for violations of the rules and regulations governing the operation and use of the Property and levying late payment charges against Unit Owners for late payment of their Common Charges, including assessments or special assessment by the Board of Managers, and gas charges for Residential Units except that as to violations of the Rules and Regulations no fines shall be levied against the Declarant;

17. Adjusting and settling claims under insurance policies obtained pursuant to Article V, Section 2, and executing and delivering releases upon settlement of such claims on behalf of all Unit Owners or contesting, negotiating, or settling any action pertaining to any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Elements or which concerns or affects the use of the Common Elements;

18. Executing, acknowledging and delivering (i) any declaration or other instrument affecting the Property which the Board of Managers deems appropriate or necessary to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Board of Managers deems necessary or appropriate;

19. Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, a restatement of the Declaration and/or these By-laws whenever the Board of Managers deems it advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws; and

20. Executing, acknowledging and delivering, any document or other instrument necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units for the benefit and on behalf of each Unit Owner who has given appropriate written authorization, provided that each such Unit Owner indemnifies the Board of Managers from and against all claims, costs and expenses (including, without limitation, reasonable attorney's fees and disbursements) resulting from such proceedings.

(b) While Declarant has voting control of the Board of Managers, the Declarant will not reduce or eliminate the services to be provided to the Condominium as set forth in the Plan.

Section 3. Managing Agent and Managers. The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize, including, but not limited to the duties listed in subdivisions (i), (iii), (iv), (xii), (xiii), (xiv), (xvii) and (xviii) of Section 2, paragraph (a) of this Article II. The Board of Managers may delegate to the manager or managing agent all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (ii), (v), (vi), (vii), (viii), (ix), (x), (xi), (xv) and (xix) of Section 2, paragraph (a) of this Article II.

Section 4. Election and Term of Office. The term of office of the three (3) Members of the Board of Managers designated by the Declarant prior to the first annual meeting of Unit Owners shall expire when the five (5) individuals to be elected at such meeting are so elected and qualified. From after and after the first annual meeting of the Unit Owners, the term of office of the Members of the Board of Managers shall be for a period of one year or until their successors are elected and qualified. Notwithstanding the foregoing, each Member of the Board of Managers shall hold office until his or her respective successor shall have been elected by the Unit Owners.

Notwithstanding, the foregoing, so long as the Declarant or its designee shall continue to own any of the Units, but not after the fifth anniversary of the conveyance of title to the First Unit, the Declarant or its designee shall be entitled to appoint one of the Members, which Member so appointed may be related to, employed by or affiliated with the Declarant or its designee. During such period as the Declarant or its designee shall be entitled to appoint one of the Members, the Declarant or its designee shall be entitled to cast the votes appurtenant to each Unit owned by the Declarant or its designee for the remaining Members. After the earlier to occur of: (i) the conveyance of title by the Declarant of all of the Units owned by the Declarant or its designee or (ii) the fifth anniversary of the conveyance of title to the First Unit, the Declarant and its designee will no longer be able to appoint one of the Members of the Board of Managers. At such time as Declarant or its designee may no longer be able to appoint one of the Members, Declarants appointee or its designee, who is a Member, may serve out the remainder of their one year term and shall relinquish their position at the end of such term and a successor shall be elected by the Unit Owners, including the Declarant or its designee as to Unit(s) owned thereby. After the expiration of the period whereby the Declarant or its designee can appoint one of the Members, the Declarant or its designee shall be entitled to cast the votes appurtenant to each Unit owned by the Declarant or its designee, as may be deemed appropriate, like any other Unit Owner.

Section 5. Removal of Members of the Board of Managers. At any regular or special meeting of Unit Owners, any one or more of (i) the Members (other than a Member designated by the Declarant or its designee) may be removed with cause by a majority of the Unit Owners and a successor may then or thereafter be elected by the Unit Owners to fill the vacancy thus created, except only the Declarant shall have the right to designate his or her replacement as to any Member of the Board of Managers designated by the Declarant (or its designee), Any Member of the Board of Managers whose removal has been proposed shall be given an opportunity to be

heard at the meeting. If a Member of the Board of Managers no long qualifies as a Member, pursuant to Section 1 of Article II, unless such Member of the Board of Managers is a designee of the Declarant, he or she shall be deemed to have resigned effective as of the date such Member no longer satisfies the qualifications of Section 1 of Article II.

Section 6. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a Member thereof by a vote of the Unit Owners, shall be filled by vote of a majority of the remaining Members, at a special meeting of the Members held for that purpose promptly after the occurrence of any such vacancy, even though the Members present at such meeting may constitute less than a quorum, and each person so elected shall be a Member of the Board of Managers for the remainder of the term of the predecessor Member and until a successor shall be elected at the next annual meeting of Unit Owners.

Section 7. Organization Meeting. The first meeting of the Members of the Board of Managers following each annual meeting of the Unit Owners shall be held within approximately thirty (30) days thereafter at such time and place as shall be fixed by a majority of the Members of the Board of Managers and no notice shall be necessary to the newly elected Members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Members of the Board of Managers. Notice of regular meetings of the Board of Managers shall be given to each Member of the Board of Managers, by mail, personal or overnight delivery, fax or telegram, at least three (3) business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Managers may be called by the President upon three (3) business days' notice to each Member of the Board of Managers, given by mail, personal, or overnight delivery, telegram or by fax, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Members of the Board of Managers.

Section 10. Waiver of Notice. Any Member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the Board of Managers at any meeting of the Board of Managers shall constitute a waiver of notice by him or her of the time and place thereof. Any one or more Members of the Board of Managers or any committee thereof may participate in a meeting of the Board of Managers or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. If all the Members of the Board of Managers are present at any meeting of

the Board of Managers, as the case may be, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorums. Except as otherwise required in these By-Laws, all determinations of the Board of Managers or a Committee shall be made at a meeting of the Board of Managers or Committee at which a quorum is present. A quorum shall exist if there is a majority of the Members present at the meeting. The votes of a majority of the Members present at a meeting at which a quorum is present, shall constitute the decision of the Committee or Board of Managers, respectively. If at any meeting of the Board of Managers or Committee there shall be less than a quorum present a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Any action required or permitted to be taken by the Board of Managers or any Committee thereof may be taken without a meeting if all Members of the Board Managers or the Committee consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the minutes of the proceedings of the Board of Managers or the Committee.

Section 12. Fidelity Bonds. The Board of Managers shall obtain adequate fidelity bonds for all Members of the Board of Managers, officers and employees of the Condominium and the managing agent handling or responsible for Condominium funds. The premiums on such bonds shall constitute a General Common Expense.

Section 13. Compensation. No Member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 14. Liability of the Board of Managers. The Members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall be deemed to have indemnified and hold harmless each of the Members of the Board of Managers against all liability to others arising from their acts as, or by reason of the fact that such person was a Member of the Board of Managers. It is intended that the Members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the Members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements. Every agreement, made by the Board of Managers or by the managing agent on behalf of the Condominium, may provide that the Members of the Board of Managers, or the managing agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that any liability of a Unit Owner thereunder shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements.

Section 15. Executive Committee. The Board of Managers may, by resolution duty adopted, appoint an Executive Committee to consist of three (3) or more Members of the Board of Managers, at least one of whom shall be designated by the Declarant, for the first five years after the conveyance of the first Unit or until the Declarant or its designee no longer owns any Units, whichever occurs earlier. Such Executive Committee shall have and may exercise all the powers of the Board of Managers in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee shall not have the power (a) to determine the Common Charges and Common Expenses, (b) to adopt or amend the rules and regulations covering the details of the operation and use of the Common Elements, or (c) to exercise any of the powers set forth in subdivisions (vii), (viii), (ix), (x), and (xv) of Section 2, paragraph (a) of this Article II.

Section 16. Other Committees. The Board of Managers may by resolution create such other committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. Subject to the provisions set forth below, the Members of such Committee shall appointed by the President of the Condominium. Any such Committee shall consist of a Member appointed by Declarant or its designee for the first five years after the conveyance of the first Unit or until the Declarant or its designee no longer owns any Units, whichever occurs earlier. The Members of any such Committee need not be a Member of the Board of Managers, but must be eligible to be elected to the Board of Managers pursuant to Section 1 of Article II. Unless the provisions of the Declaration or By-Laws expressly require otherwise, the decisions of any such Committee shall be based upon a vote by a majority of the Committee Members. Any such Committee shall not have the power to do any act which the Executive Committee may not undertake under the above Section 15 of this Article II.

ARTICLE III.

Unit Owners

Section 1. Annual Meetings. Within thirty (30) days after the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety (90%) percent of the Common Interest allocated to all the Residential Units or (ii) two (2) years from the First Unit Closing, or such earlier time as Sponsor deems to be in the best interest of the parties the Sponsor shall call a special Unit Owners meeting for the purpose of electing a Board of Managers. At such meeting the First Board of Managers shall resign and a new Board shall be elected by the Unit Owners. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

(b) Sponsor's Right to Elect Members of the Board of Managers. For the period beginning at the first annual meeting and continuing for 5 years thereafter (the "Sponsor Control Period"), the Sponsor or its designee shall have the right to designate three (3) of the Members of the Board of Managers. The remaining two (2) positions on the Board of Managers will be elected by Units Owners excluding the Sponsor or its designee. Subsequent to the Sponsor Control Period, the Board of Managers will be elected by the Unit Owners. Members of the Board of Managers shall serve for a term of one year. The Unit Owners may transact such other business at such meetings as may properly come before them. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Residential Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so. Subsequent to the date that Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint hereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

Section 2. Place of Meetings. Meetings of the Unit Owners, shall be held at the principal office of the condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by not less than 25% in Common Interest, in the aggregate, of all Unit Owners, with respect to calling a special meeting of the Unit Owners. The notice of any special meeting, shall state the time and place of such meeting and the purpose thereof No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners at least ten (10) but not more than sixty (60) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the Property or at such other address as such Unit Owner shall have designated by notice in writing, to the Secretary. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least thirty (30) days prior to such meeting and such notice shall be accompanied by the text of the proposal amendment. Notice of any such meeting relating to a proposed amendment to the Declaration or the By-Laws shall at the same time be mailed or delivered by messenger or hand delivery to the holders of any mortgage encumbering a Unit, whose name and address appear on the books and records of the Condominium. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum is not present, a majority in Common Interest of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(1) Call to order.

(2) Roll call.

(3) Proof of notice of meeting.

(4) Reading of minutes of preceding meeting.

(5) Reports of officers.

(6) Report of Board of Managers.

(7) Reports of committees.

(8) Election of inspectors of election (when so required).

(9) Election of Members of the Board of Managers (when so required).

(10) Unfinished business.

(11) New business.

Section 7. Title to Units. Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants-in-common or as joint tenants or as tenants by the entirety, or in the name of a corporation, partnership, limited liability company or in the name of a fiduciary or trust, estate, unincorporated association, syndicate, joint venture, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York.

Section 8. Voting. The Owner or Owners of each Unit (except the Board of Managers or its designee) or some person designated by such Owner or Owners to act as proxy on his, her or their behalf and who need not be an Owner shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners and may vote or take any other action as a Unit Owner either in person or by

proxy (those owning a Unit jointly or in common must act unanimously). The total number of votes of all Unit Owners shall be 10,000 and each Unit Owner (including the Declarant or its designee, if the Declarant or its designee shall then own one or more Units) shall be entitled to cast one vote at all meetings of the Unit Owners for each .01 per cent of interest in the Common Elements appurtenant to his, her or their Unit. A fiduciary shall be the voting Member with respect to any Unit owned in a fiduciary capacity. Any Units owned by the Board of Managers or its designee shall not be entitled to vote. Notwithstanding the above provisions no Unit Owner may vote at any meeting of Unit Owners if the Board of Managers has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In reference to the election of Members of the Board of Managers, the Unit Owners shall be permitted to cumulate the votes attributable to the ownership of any one Unit in favor of any one or more Members to be elected.

Section 9. Majority of Unit Owners. As used in these By-Laws (i) "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners. Such majority, present in person or by proxy and voting at any meeting of the Unit Owners, shall be determined in accordance with the provisions of Section 8 of this Article III.

Section 10. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners having one-third of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of Unit Owners.

Section 11. Majority Vote. Except where otherwise provided in the Declaration, these By-Laws or by applicable law, a higher percentage vote is required, (a) the vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding, upon all Unit Owners for all purposes.

Section 12. Action Without Meeting. Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-Laws or applicable law consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the records of the Condominium.

ARTICLE IV.

Officers

Section 1. Designation. The principal officers of the Condominium shall be the President, Vice President, Secretary, and Treasurer, all of wbom shall be elected by the Board of Managers. The Secretary need not be a Member of the Board of Managers. The Board of Managers, as the case may be, may appoint or elect such other officers as in its judgment may be necessary.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the majority vote of the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers.

Section 3.Removal of Officers. Upon the affirmative vote of a majority of the Members of the Board of Managers, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 4. President. The President shall be the chief executive officer of the Condominium. He or she shall preside at all meetings of the Unit Owners and the Board of Managers. Subject to the provisions of these By-Laws, he or she shall have all of the general powers and duties which are incident to the office of president of a corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice President. The Vice President, shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other Member of the Board of Managers to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Managers or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he or she shall have charge of such books and papers as the Board of Managers may direct; and he or she shall, in general, perform all the duties incident to the office of secretary of a corporation organized under the Business Corporation Law of the State of New York.

Section 7. Treasurer. The Treasurer of the Condominium shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Managers, or the managing agent,

in such depositories as may from time to time be designated by the Board of Managers, and he or she shall perform, in general, all the duties incident to the office of treasurer of a corporation organized under the Business Corporation Law of the State of New York.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium, or by such other person or persons as may be designated by the Board of Managers.

Section 9. Compensation of Officers. No officer shall receive compensation from the Condominium for acting as such. The provisions of this Section 9 of this Article IV shall not be amended so long as Declarant shall own at least one Unit.

ARTICLE V.

Operation of the Property

Section 1. Determination of Common Expenses and Fixing of Common Charges. (i) Except as otherwise provided herein, the Board of Managers shall, from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the General Common Charges payable by the Unit Owners to meet the General Common Expenses of the Condominium and determine the portion of General Common Expenses to be paid by the Unit Owners according to their respective Common Interests. The General Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article V, and such other expense items as are designated in the budget set forth as Schedule B to the Offering Plan in the Condominium. The General Common Expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium for a general operating reserve, for a reserve fund for capital improvements and replacements, and to make up any deficit in the General Common Expenses for any prior year. The Board of Managers may also, where necessary, impose an assessment or additional Common Charge in order to meet any unanticipated Common Expenses. All such assessments or additional Common Charges shall be levied against all Unit Owners in proportion to their respective Common Interests. Assessments may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than 15 days written notice prior to the date upon which such assessment, or, the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purposes thereof The Board of Managers shall have all rights and remedies for the collection of assessments and gas charges as are provided herein for the collection of General Common Charges, such assessments and gas charges constituting a General Common Charge,

(ii) The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of General Common Charges and gas charges payable by each of them, respectively, as

determined by the Board of Managers, as aforesaid, and shall furnish to all Unit Owners and their mortgagee, if so requested in writing to the Board of Managers, copies of each budget upon which such General Common Charges and gas charges are based. That portion of the Common Charges which is allocated by the Board of Managers to principal payments on indebtedness or for capital improvements shall be treated upon the books of the Condominium as capital contributions.

(iii) The Declarant or its designee shall be responsible for the Common Charges and gas charges assessed against a Residential Unit owned by it from the date of the first conveyance of title to a Unit, until such Unit is sold to a bona fide purchaser.

(iv) A copy of proposed annual budget for the General Common Charges and gas charges shall be given to all Unit Owners within 10 days prior to the date set for adoption by the Board of Managers. While the Declarant is in control of the Board of Managers, it shall be the Declarant's obligation to deliver to all Unit Owners a proposed annual budget for the General Common Charges which shall be certified as to its adequacy by an expert experienced in the management of condominium, cooperative and/or rental properties.

(v) In addition to basing Common Charges on Common Interests, the Board of Managers may also make allocations and assessments of Common Expenses and gas charges in accordance with submetering, contract allocation and usages (both projected and actual) so long as such allocations are reasonable under the circumstance and are in accordance with applicable provisions of law. To the extent there is a dispute as to any such allocation, such dispute shall be settled by binding arbitration pursuant to the arbitration provisions contained in Article XI of these By-laws.

Section 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable and to the extent determined by the Board of Managers to be appropriate or relevant, the following insurance:(a) all risk replacement cost fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the Building (including all structural elements of the Units and the fixtures installed therein by Declarant or by prior construction, partitions, floors and ceilings within the Units, but not including furniture, furnishings, appliances, or other personal property supplied or installed in a Unit, together with all service machinery contained therein, and covering the interests of the Condominium, the Board of Managers, and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Building (exclusive of the cost of excavation and foundations), without deduction for depreciation; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers; (b) rent insurance covering the Common Charges payable by the Unit Owners;(c) workman's compensation insurance for the Condominium's employee(s); (d) boiler and machinery insurance; (e) water damage and legal liability insurance; (f) Officers' and Directors' Liability Insurance; (g) fidelity bond insurance covering the Managing Agent and all employees and Members of the Board of Managers who handle Condominium funds; and (h)

such other insurance as the Board of Managers may determine necessary or prudent. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers and that the total proceeds thereof, shall be payable to the Board of Managers. No portion of the insurance proceeds shall be applied to the payment of the mortgage indebtedness of any Unit Owner unless the Unit Owners determine not to repair, restore or rebuild the Building.

To extent permitted by the insurance carrier, all policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured or any Unit Owner, or of any reduction of pro-rata liability of the insured as a result of any insurance carried by Unit Owners and the individual Unit Owners as well as the Condominium shall be primary insured to the extent as their interest may appear. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies if so requested in writing by them.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, comprehensive general public liability and property damage insurance in such limits as the Board of Managers may from time to time determine, covering each Member of the Board of Managers, the Managing Agent, and each Unit Owner. Such comprehensive general public liability and property damage coverage shall also cover cross liability claims of one insured against another.

The Board of Managers or the insurance carrier or agent for the Property shall give at least ten (10) days prior written notice to the Unit Owners and the holder, insurer or guarantor of any mortgage encumbering a Unit, whose name and address appears on the books and record of the Condominium of any lapse, cancellation or material reduction in coverage of any insurance policy or fidelity bond maintained by the Board of Managers.

Until the first meeting of the Board of Managers elected by the Unit Owners the Declarant shall cause the insurance coverage set forth in Schedule B in Part I of the Offering Plan to be maintained for the Property.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers.

In the event that the damage resulting from a fire or other casualty loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted herein and in the Declaration or (ii) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the Owner of any Unit so affected thereby shall proportionately

abated until such Unit shall again be rendered usable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such casualty loss shall be caused by the act, the omission to act, or the negligence of the Owner of a Unit so affected thereby, by a family member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of any proceeds of rent insurance actually collected by the Board of Managers with respect to such Unit.

Section 3. Repair or Reconstruction After Fire or Other Casualty. In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Board of Managers with respect to any damage to or destruction of the General Common Elements, except as set forth below, shall arrange for the prompt repair and restoration thereof (including each damaged Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit). The Board of Managers shall disburse the proceeds of all insurance policies to contractors or suppliers engaged in such repair and restoration in appropriate progress payments.

Any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests. Notwithstanding anything in this Section 3 to the contrary, no payment of surplus insurance proceeds shall be made to a Unit Owner until there has first been paid out of his or her share of such funds such amounts as may be necessary to reduce or discharge unpaid liens on his or her Unit, other than existing mortgages thereon, unless otherwise required pursuant to the terms of the existing mortgages, in the order of priority of such liens.

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 promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if 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 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 their share of such funds, such amounts as may be necessary to pay all General Common Charges, gas charges and special assessments due and owing and to discharge or reduce all unpaid liens on their Unit (other than existing mortgages, unless otherwise required pursuant to the terms of the existing mortgages) in the order of the priority of such liens. As used in this Section 3, the words "promptly resolve" mean resolve as promptly as practical under the circumstances but in any event, not more than 90 days from the date of such damage or destruction.

In the event that a material portion of the Common Elements (including but not limited to the Limited Common Elements) or individual Unit or Units are destroyed or damaged by a fire or other casualty, then the Board of Managers shall promptly notify in writing the following applicable holders of Unit mortgages, whose names and addresses appear on the books and records of the Condominium: 1. the holders of all Unit mortgages encumbering the Unit or Units

destroyed or damaged by any such fire or other casualty, in the case where the fire or casualty pertains only to a particular Unit or Units; or 2. the holders of all Unit mortgages, in the case of damage or destruction to a material portion of the Common Elements of the Building or damage or destruction which affects two or more individual Units. The damage or destruction of a material portion of the Common Elements of the Building" shall mean such damage or destruction whereby the cost to restore or repair same is reasonably estimated to be $250,000 or greater.

Section 4. Payment of Common Charges and Gas Charges. (a) Each Unit Owner shall be obligated to pay the Common Charges allocated to their Unit pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Managers shall determine. Unless otherwise determined by the Board of Managers, Common Charges shall be payable monthly, in advance on the first day of each month.

(b) No Unit Owner shall be liable for the payment of any part of the Common Charges, including assessments, assessed against their Unit subsequent to a sale or other conveyance by them (made in accordance with these By-Laws) of such Unit together with its appurtenant Common Interests. Any Unit Owner may, subject to the terms and conditions of these By-Laws and provided that (a) such Unit is free and clear of liens and encumbrances, other than mortgages which permits such transfer and to which the Board of Managers has agreed to take title subject to, and the statutory lien for unpaid Common Charges, gas charges and/or assessments, convey such Unit, together with its appurtenant Common Interests, to the Board of Managers or its designees, corporate or otherwise, and in such event (except as hereinafter set forth), be exempt from Common Charges, and/or special assessments thereafter assessed.

(c) A purchaser of a Unit shall be liable for the payment of Common Charges, including assessments, assessed and unpaid against such Unit prior to the acquisition by them of such Unit, except that a purchaser of a Unit (including a mortgagee) at a foreclosure sale of a first mortgage shall not be liable for, and such Unit shall not be subject to a lien for the payment of Common Charges, including assessments and late charges, accrued and unpaid interest against such Unit prior to the acquisition by said purchaser of such Unit at such foreclosure sale.

(d) Subject to the provisions of Section 339-Z of the Condominium Act and any subsequent amendments thereto, the Board of Managers, on behalf of all Unit Owners, shall have a lien on each Unit for unpaid Common Charges thereof (including assessments) and together with interest and late charges thereon prior to all other liens except only: i) liens for taxes on a Unit in favor of any assessing unit, school district, special district, county or other taxing unit and ii) all sums unpaid on a first mortgage of record.

(e) Notwithstanding the above provisions, subject to the provisions of Section 339-Z of the Condominium Act, neither the seller nor the purchaser of a Unit shall be liable for, nor shall the Unit be conveyed subject to a lien for any unpaid Common Charges, including assessments against such Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Board of Manager.

(f) In the event that prior to the Units being separately assessed for real estate tax purposes, the amount of such real estate taxes owed by a Unit Owner shall be deemed to be Common Charges, and the Board of Managers shall have a lien (as provided in this Section 4) for any such accrued and unpaid amounts which are past due; provided, however, that the foregoing shall not require any Unit Owner who would otherwise be exempt from real estate taxes to. make any payment in respect of real estate taxes.

Section 5. Collection of Common Charges and Assessments. The Board of Managers shall assess Common Charges against the Unit Owners from time to time and at least annually and shall take prompt action to collect any Common Charges due from any Unit Owner which remains unpaid for more than (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any assessment due from any Unit Owner which remains unpaid for more than 30 days from the due date thereof. Common Charges shall be paid by the tenth day of the month in which they are due or they shall be deemed to be late.

Section 6. Default in Payment of Common Charges. (a) In the event any Unit Owner fails to make payment of Common Charges, any assessment by the Board of Managers when due, such Unit Owner shall be obligated to pay (a) a "late charge" equal to the four percent (4%) of such amounts which remain unpaid for more than ten days after the due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (iii) 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 computed from and after the 10th day after the due date, together with all expenses, including, without limitation, attorneys' fees paid or incurred by the Board of Managers or by the Managing Agent in any action or proceeding brought to collect such unpaid Common Charges, or assessments or in any action to foreclose the lien on such Unit(s) arising from said unpaid Common Charges, assessments as provided in Section 339-z of the Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by law. All such "late charges", interest and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner. The Board of Managers shall have the right and duty to attempt to recover such Common Charges or assessments together with interest thereon, and the expenses of the proceeding, including, attorneys' fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit granted in Section 339-z of the Condominium Act, in the manner provided in Section 339-aa thereof any such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to a judgment of foreclosure and sale. A Unit Owner in default in the payment of Common Charges, assessments shall not be permitted to vote at any regular or special meeting of Unit Owners. The Board of Managers may modify the amount of such late charges or interest rate that will accrue on any unpaid Common Charges and/or assessments.

b) While the Declarant is in control of the Board of Managers, as to Common Charges which remain unpaid for more than 30 days after the due date, tbe Declarant will cause the Board of Managers to file a lien, as provided in Section R 20.3(w) 339-aa of the Real Property Law, on Unsold Units owned by the Declarant to which such Common Charges remain unpaid for more than 30 days after the due date.

Section 7. Foreclosure of liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, or assessments, the Unit Owner shall be required to pay a reasonable rental for the use of their Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to (other than for the election of Members of the Board of Managers), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges, assessments shall be maintainable without foreclosing, or waiving the lien securing such charges. In the event the net proceeds received on such 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 Unit Owner's obligations, such Unit Owner shall remain liable for the deficit.

Section 8. Statement of Common Charges and Assessments. The Board of Managers (or a managing agent on its behalf) shall promptly provide any Unit Owner with a written statement of all unpaid Common Charges including assessments, due from such Unit Owner upon written request therefor.

Section 9. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provision hereof (provided, however, that no prior notice shall be required in the event that the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the property or for the safety of the Owners, residents and/or tenants of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and (c) in any event charge the Unit Owner with the cost of the reasonable legal and other fees and costs incurred in enjoining, abating or remedying such violations.

Section 10. Maintenance and Repairs. (a) All maintenance of repairs to any Unit structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any Common Elements contained therein and not necessitated by the negligence. misuse or neglect of the Owner of such Unit) shall be made by the Owner of such Unit. Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements that occur as a result of his or her failure to perform such maintenance and repairs.

(b) All painting, decorating, maintenance (including, the removal of trash, debris, snow and ice), repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, to the General Common Elements, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such

expense shall be charged to such Unit Owner), shall be made by the Board of Managers if, a General Common Element, and shall be charged to all the Unit Owners as a General Common Expense. Each Unit Owner, shall be responsible for cost of the repair and/or replacement of the exterior windows and doors in their respective Unit, including painting, decorating and maintenance of the exterior doors and windows in a Unit. Exterior doors for all Units shall not be painted or decorated other than in accordance with the standards established by the Board of Managers. At the option of the Board of Managers, if the Unit Owners fails to maintain their exterior doors and windows, the Board of Managers may undertake, as needed the painting, repair and/or replacement of the exterior doors and windows of a Unit and the cost thereof shall be paid by the applicable Unit Owner as an assessment or additional Common Charge.

(c) The interior and exterior glass surfaces of all exterior windows located in a Unit shall not be colored or painted. The interior and exterior surfaces of all exterior windows located in a Unit are to be cleaned by the Unit Owner at the Unit Owner's expense. If a Unit Owner fails to repair a broken exterior window glass, it may be replaced, at the option of the Board of Managers, by the Board of Managers, at the Unit Owner's sole cost and expense, unless the breakage, was caused by the Board of Managers or its agents, in which case replacement shall be by the Board of Managers at its sole cost and expense.

Section 11. Violations of Maintenance Obligations. (a) In the event any Unit Owner, within a reasonable time after receipt of written notice from the Board of Managers fails neglects in any way to perform any obligations with respect to the painting, decorating, maintenance, repair or replacement of their Unit as provided in this Article V or of any Limited Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Board of Managers may, but shall not be obligated to, perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Unit Owner, within thirty (30) days after receiving notice of such default by the Board of Managers, cures such default or in the case of a default not reasonably susceptible to cure within such 30-day period, commences within such 30-day period and thereafter prosecutes to completion, with due diligence, the curing of such default. Notwithstanding the foregoing, any default which imminently threatens the safety or health of the occupants of the Building may be immediately cured by the Board of Managers, without notice or the expiration of the applicable cure periods. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit, together with interest thereon at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Unit Owner to the Board of Managers and shall, for all purposes hereunder, constitute a Common Charges payable by such Unit Owner.

(b) The Board of Managers shall have the right, in the event that a Unit Owner disputes the amount of such payment or liability of the Unit Owner to pay same and to submit such dispute to binding arbitration pursuant to the provisions of Article XI. If a Unit Owner has disputed the bill, the Unit Owner shall pay the cost of such repair or replacement if such arbitration determines that (i) the cost of such repair or replacement was reasonable, (ii) the Unit Owner failed to perform such repair or replacement, and (iii) the repair or replacement was required to be performed by the Unit Owner. In the event that such repair or replacement is made

by the Board of Managers the Unit Owner, who failed to perform such repair or replacement, shall be deemed to indemnify, defend and hold harmless the Board of Managers from and against any claims, costs, expenses or liabilities whatsoever, including reasonable counsel fees, in any way incurred by the Board of Managers in connection with the completion of such repair or replacement by the Board of Managers or any defect therein.

Section 12. Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) The Residential Units, after obtaining a temporary or permanent certificate of occupancy for residential use, shall be used for dwelling purposes only, except that (i) to the extent permitted by law, home occupation and other ancillary uses are permitted, (ii) while the Declarant owns any Residential Unit, the Declarant shall have the right to use such Residential Unit for general and sales office purposes, as models and for other promotional purposes in connection with the sale or lease of Residential Units of the Condominium.

(b) The Property shall only be used for its intended purposes as provided hereunder and in the Declaration;

(c) The Common Elements (including Limited Common Elements) shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In addition, no furniture, door-mats, packages, or objects of any kind shall be placed in the lobby, public halls, public stairways, elevators or any other part of the Common Elements (except for those areas designated as storage areas, if any) without the prior written consent of the Board of Managers. The lobby, public halls, public stairways and elevators shall be used only for normal passage through them;

(d) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents;

(e) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property, shall be complied with by and at the sole, expense of the Unit Owners or the Board of Managers, whoever shall be responsible to maintain or repair, that portion of the Property to which such violations relate;

(f) Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

(g) Notwithstanding the above provisions of this Section 12, the Declarant shall have the right to do all things necessary or appropriate, including the use of the Common Elements (including the Limited Common Elements), to sell, lease, manage or operate the Unsold Units, to complete any work or repairs to the Building expressly undertaken by Declarant and to comply with Declarant's obligations under the Offering Plan.

(h) The Community Facility Unit, after obtaining a temporary or permanent certificate of occupancy, shall be used only for purposes that are ancillary to (and shall be owned and occupied only by the person or entities operating) any not-for-profit arts or cultural use(s) then being operated within the premises located at 466 West 152nd Street, New York, New York. These permitted "ancillary uses" include, but are not limited to, office, conference room, library, archive, storage, and a superintendent's apartment and may change from time to time. The Community Facility Unit shall not be used for any purpose that will cause any noise audible to any degree outside the Community Facility Unit after 9 p.m.

Section 13. Additions, Alterations or Improvements by Board of Managers. (a) Whenever in the judgment of the Board of Managers the General Common Elements shall require additions, alterations or improvements (but not maintenance) costing in excess of $100,000, which is not covered by insurance proceeds, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a General Common Charge. Any additions, alterations or improvements to the General Common Elements costing $100,000 or less may be made by the Board of Managers, without approval of the Unit Owners, and the cost thereof (unless paid from the working capital and/or reserve funds) shall constitute part of the General Common Expenses payable by the Unit Owners. The above provisions of Sections 13(a) and (b), subject to Sections 2 and 3 of Article V, shall not apply to the restoration of the General Common Elements due to a fire or other casualty to extent same is covered by insurance proceeds, work undertaken to comply with applicable laws and regulations, to cure violations and/or to alleviate or eliminate hazardous and/or dangerous conditions at the Property, required to be undertaken by any lender providing financing to the Condominium and/or as required by any insurance carrier for the Property.

(b) So long, as the Declarant or its designee shall be in the process of obtaining a new permanent Certificate of Occupancy for the Building, the Board of Managers may not make any addition, alteration or improvement to the General Common Elements without the Declarant's or its designee's prior written consent, which consent shall not be unreasonably withheld or delayed.

Section 14. Additions, Alterations or Improvements by Unit Owners. (a) No Residential Unit Owner (except for Units owned by the Declarant or its designee) shall make any structural addition, alteration or improvement in or to his or her Residential Unit or to the Residential Limited Common Elements appurtenant to such Unit, if any, or any structural or non-structural addition, alteration or improvement which affects the exterior of the Building, the Building systems or the value of other Units without the prior written consent of the Board of Managers, which consent shall not be unreasonably withheld or delayed.

(b) Except to the extent prohibited by law, the Declarant and its designees shall also have the right, without the consent of the Board of Managers, other Unit Owners or the holders of any Unit mortgage to 1. make alterations, additions or improvements, structural and non-structural, ordinary and extraordinary, interior and exterior, in, to and upon any Unit owned by Declarant or its designee, 2. change the use of (including the conversion of a Unit to residential use), layout or number of rooms in any Unit, 3. change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between any Units, and erecting or modifying certain walls or corridors to allocate a portion of the Limited Common Elements to the exclusive use of a Unit(s), which area shall then become a Limited Common Element, or otherwise, and 4. reapportion among the Units affected by such change their appurtenant interests in the Common Elements, provided, however, that in each instance, the Declarant or its designee shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any and all liabilities, losses, damages, costs, and expenses arising therefrom.

(c) In order, to extent feasible, create a uniformity of style and type, Unit Owners (other than the Declarant or its designee) shall obtain the prior written consent of the Board of Managers as to any replacement window) which are visible to the street, which consent shall not be unreasonably withheld or delayed.

(d) To the extent the approval of the Board of Managers is required as to additions, alterations or improvements by a Unit Owner (including any Limited Common Elements, if any) the Board of Managers shall have the obligation to answer any written request by a Unit Owner for any such required approval within thirty (30) days after such request is made to the Board of Managers, and failure to do so within the time stipulated shall constitute the consent by the Board of Managers to the proposed addition, alteration or improvement. If the Board of Managers fails to act on the application for approval within thirty (30) days after the request has been made, the Board of Managers shall be deemed to have approved such application. If the Board of Managers denies such request by a Unit Owner for the proposed addition, alteration or improvement that requires the approval of the Board of Managers, then the Unit Owner may submit to binding arbitration the question of whether or not the Board of Managers was unreasonable in denying such request. Prior to and as a condition of granting any consent to extent required for the making of any such alteration, repair, addition or improvement to a Unit or the Limited Common Elements appurtenant to such Unit, if any, the Board of Managers (or the Managing Agent on behalf of the Board of Managers) may exercise the right to reasonably approve such Unit Owner's contractors and suppliers, the plans and specifications for such work and, may require such Unit Owner to execute an agreement in the form required by the Board of Managers, setting forth the terms and conditions under which the proposed work shall be done, including, without limitation, the name and address of the contractor, the days and hours during which the work shall be done, the manner in which construction debris will be handled, measures to be undertaken to prevent comprising the security of the Building during construction and the interruption of gas, electric and/or water services during construction. Any such work shall be undertaken by a Unit Owner in compliance with all applicable laws, rules, regulations, codes and

ordinances. The contractors performing such work shall maintain adequate liability, property damage and workmen's compensation insurance and a certificate confirming such insurance coverage shall be delivered to the Board of Managers prior to the commencement of such work. If requested by the Board of Managers or the Managing Agent, the Board of Managers shall be named as an additional insured on such contractor's liability and property damage insurance policy. A Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connecting with granting its consent to such work and in connection with any services provided for such alteration, addition or improvements, such expenses may include, but shall not be limited to, any reasonable fees of an attorney and/or fees of an architect or engineer consulted in connection with any request by a Unit Owner for approval of such work. A Unit Owner making or causing to be made any such alteration, addition and/or improvement shall agree, and shall be deemed to have agreed, to hold the Board of Managers and all other Unit Owners harmless from and against any and all liabilities, losses, damages, costs and or expenses arising therefrom. The above provision of this Section 14, which required the consent of the Board of Managers, shall not apply to the Units owned by the Declarant or its designee.

(g) Any alteration, additions improvements made by any Unit Owner shall be undertaken in such a manner so as to not materially delay or prevent or materially adversely affect, whether directly or indirectly, the issuance or re-issuance of a temporary or permanent certificate of occupancy for other Units or for the Building. So long as the Declarant shall be continuing to complete the renovation of the Building, which for purposes hereof shall mean that a permanent certificate of occupancy has not been issued, the Board of Managers and the Unit Owners (other than the Declarant or its designee), without the Declarant's prior written consent, shall not undertake or permit any additions or alterations of a Unit, which is of a nature that would requiring the filing of an application with the Buildings Department of the City of New York.

(h) The Board of Managers shall execute any application required to be filed by the Board of Managers with any department or governmental agency of the City or State of New York or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit, including but not limited to a public assembly, sign or a sidewalk café permit application, provided that the Board of Managers does not incur any liability to any such Unit Owner or to any contractor, subcontractor, materialman, architect or engineer on account of such addition, alteration, or improvements, or to any person having any claim for injury or damage to property arising therefrom.

(i) The Declarant or its designee shall have the right, without the consent of the Board of Managers, other Unit Owners', or the holders of Unit mortgages, to execute and record (or upon request, to require the Board of Managers to execute and record) an amendment to the Declaration in order to implement the provisions of subparagraph (b) of this Section 14.

(j) The Community Facility Unit Owner may within the Community Facility Unit perform any interior alterations, provided, that in each instance (1) the Community Facility Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities

having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any and all liabilities, losses, damages, costs, and expenses arising therefrom and (2) the Community Facility Unit Owner shall comply with any reasonable and customary insurance, coordination, notification, indemnification, and similar requirements in the condominium documents (including entering into a reasonable and customary alteration agreement that does not require condominium board approval of such interior alterations). The Community Facility Unit Owner may install exterior signage (sufficient to identify the location of the Community Facility Unit, but not signage of a promotional nature) in keeping with the residential character of the Property and in compliance with such reasonable signage guidelines as shall have previously been promulgated in writing for the Property, and subject to the terms of this Declaration and to the Board of Managers reasonable approval (which the Community Facility Unit Owner shall request, with proposed sketches of the signage, at least sixty (60) days before the desired installation date) or, if applicable, the Sponsor's prior approval.

Section 15. Use of Common Elements and Facilities. (a) A Unit Owner shall not place or cause to be placed in the lobby, vestibules, public halls, stairways, elevators or other Common Elements or common facilities, other than the areas designated as storage areas, any furniture, packages or objects of any kind. The lobby, vestibules, public halls, stairways and elevators shall only be used for normal transit.

(b) The Common Elements and facilities shall be used only for their intended purposes. No Unit Owner shall make any addition, alteration, improvement or change in or to any Common Element (including Limited Common Elements) without the prior written consent of the Board of Managers (and the holders of Unit mortgages of record, if required).

(c) So long as the Declarant or its designee owns any Unit, the Declarant shall have the right to maintain general and sales offices on or about the Property, to have the Declarant's or its designee's employees present on the Property, to use the Common Elements (including the Limited Common Elements) and to do all things necessary or appropriate to sell Units located at the Property, including but not limited to the right to erect and maintain signs or banners on exterior portions of the Building and elsewhere on the Property, but the Declarant or its designee shall be obligated to repair and maintain the portions of the Property used by the Declarant or its designee for such purpose for so long as such use shall continue.

Section 16. Right of Access. (a) All Unit Owners shall grant access to their Unit to the Managing Agent and/or other persons authorized by the Managing Agent and/or the Board of Managers for the purpose of. 1. making inspections; 2. correcting any condition originating in a Unit which threatens another Unit or the Common Elements (including the Limited Common Elements); 3. removing violations noted or issued by any governmental authority against, the General or Limited Common Elements or any other part of the Property; 4. performing installations, alterations or repairs to the plumbing, water supply, mechanical, ventilating, air conditioning, electrical or heating systems or other Common Elements (including Limited Common Elements) in a Unit or elsewhere in the Building; 5.reading, maintaining or replacing utility meters relating to the Common Elements (including the Limited Common Elements), to their Unit or any other Unit in the Building; and 6. correcting any condition which violates the

provision of any recorded mortgage covering another Unit, provided that the requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

(b) The Unit Owner shall grant a right of access to their Unit and the Board of Managers shall grant a right of access to the Common Elements (including Limited Common Elements) to the Declarant, its designee, contractors, subcontractors, agents, and employees, for completion of construction work, provided that access thereto shall be exercised upon reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

Section 17. Rules and Regulations. Annexed hereto as Schedule A are the initial rules and regulations concerning the use of the Units and the Common Elements (including Limited common Elements). The Board of Managers may adopt and from time to time modify, amend or add to such Rules and Regulations, except that a majority of the Unit Owners may overrule the Board of Managers with respect to any such adoption, modification amendment or addition to the Rules and Regulations. Notwithstanding the above provisions, as long as the Declarant or its designee remain the Owner of one or more Units, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect the Declarant or its designee without the Declarant's prior written consent. Copies of any modifications or amendments to the Rules and Regulations shall be delivered to the Unit Owners not less than ten (10) days prior to the time they become effective.

Section 18. Real Estate Taxes, Water Charges and Sewer Rents and Vault Taxes. (a) Water shall be supplied to all of the Units and the Common Elements (including Limited Common Elements) on the basis of one or more meters for the Building or pursuant to a frontage charge. The Board of Managers shall pay, as a Common Expense, all charges for water consumed in the Units and/or in the Common Elements, if any, together with all related sewer rents arising therefrom, promptly after the bills for same shall have been rendered to the Board of Managers for payment.

(b) Until a Unit is separately assessed for real estate tax purposes, the Unit Owners shall pay to the Board of Managers their respective pro rata share of all real estate taxes with respect to the Property. A Unit Owner shall pay to the Board of Managers a monthly tax escrow based on the estimated real estate tax bill for the entire Property, the Unit Owner's percentage interest in the Common Elements and the then current tax rate (or a higher tax rate to reflect a possible increase in rate at the beginning of a new tax year). Such monthly tax escrows shall constitute additional Common Charges and shall be due and payable on the first day of each month along with the payment of Common Charges. Until the Units are separately assessed, the Board of Managers will pay from such escrowed funds all real estate taxes for the Property when due and payable to the City of New York. At such time as a Unit is separately assessed and separately billed, the Unit Owner will pay such real estate taxes directly to the City of New York.

If the actual real estate taxes due for any period for which the Board of Managers collected escrows are higher than the amount collected and held in escrow, the Unit Owners shall promptly pay such deficiency to the Board of Managers within 10 days after written demand for payment. If any Unit Owner fails to pay his or her pro-rata share of such real estate taxes within 15 days after the due date for such payment, then the Unit Owner shall owe a late charge to the Board of Managers equal to 4% of such overdue amount (or such other late charge as established by the Board of Managers). The Board of Managers shall have the same rights and remedies for the collection of monthly real estate tax escrows as provided in the Declaration and these By-Laws for the collection of Common Charges. If the actual taxes are lower than the amount collected and held in escrow by the Board of Managers, the Board of Managers will pay such tax bill and return to the Unit Owners their proportionate share of any excess without any interest thereon. If the Units are separately assessed, with payment to commence during a period for which the Board of Managers holds escrowed funds, the Board of Managers will return the funds to each Unit Owner without any interest thereon and the Unit Owner will pay their own real estate taxes to the City of New York.

In addition, once the Units are separately assessed and billed the Board of Managers shall calculate the amount of the real estate taxes that would have been due by a Unit Owner based on the actual assessment for their Unit established by the City of New York and the amount of real estate tax paid during such escrow period will be adjusted with each Unit Owner so that Unit Owners will be reimbursed by the Board of Managers for any overpayment of real estate taxes or shall pay to the Board of Managers any underpayment of the amount of such real estate taxes paid to the Board of Managers.

Notwithstanding the above provisions, during the period when the Unsold Units are not separately assessed, the Declarant or its designee shall not be required to pay monthly escrows to the Board of Managers for such real estate taxes due for the Unsold Units owned by the Declarant or its designee. Instead the Declarant or its designee shall pay to the Board of Managers the amount of such real estate taxes for the Unsold Units, based on its percentage interest in the Common Elements attributable to such Unsold Units no later than 10 days prior to the due date for the payment of such real estate taxes by the Board of Managers. There shall be a similar adjustment as to the Unsold Units owned by the Declarant or its designee when the actual assessments are known for the Unsold Units as to any overpayment or underpayment of such real estate taxes.

(c) In the event of a proposed sale of any Unit, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing to pay all charges for water, sewer rents and real estate taxes (so long as the Board of Managers is still collecting and paying such charges) affecting such Owner's Unit to the date of the closing of title to such Unit, promptly after such charges have been billed.

(d) All taxes and charges for street vaults, if any, shall be paid by the Board of Managers as a Common Expense.

Section 19. Gas. Gas Consumption for each Unit will be supplied by Con Edison. Gas consumption for each Unit will be measured by a separate meter for each Unit. Each Unit Owners will directly pay Con Ed for the cost of gas consumed in their Unit, as measured by their specific gas meter. Gas consumption to be paid by each Residential Unit shall include gas used for the gas fired boiler in each such Unit. In addition, there will be one or more gas meters to measure gas consumption for the Common Elements. The charges for such gas consumption will be paid by each Unit Owner as part of their Common Expenses.

Section 20. Electricity. Electric Consumption for each Unit will be supplied by Con Edison. Electric consumption for each Unit will be measured by a separate meter for each Unit. Each Unit Owners will directly pay Con Ed for the cost of electricity consumed in their Unit, as measured by their specific electric meter. Electric consumption to be paid by each Residential Unit shall include electricity used for lighting and the operation of appliances, hot water, dryer (if electric) and the air conditioning unit (if installed) in each such Unit. In addition, there will be one or more electric meters to measure electric consumption for the Common Elements. The charges for such electric consumption will be paid by each Unit Owner as part of their Common Expenses.

Section 21. Removal of Garbage and Refuse. Garbage and refuse removal from the Units shall be conducted in accordance with such rules as the Board of Managers shall enact and the cost of such removal, as to the Residential Units, if any, shall be a Common Expense of all Unit Owners. The Residential Unit Owners and their tenants shall be entitled (to extent applicable) to trash collection services by the New York City Department of Sanitation. Residential Unit Owners shall pay for the cost of removal of any construction debris, to extent not picked up by the City of New York.

Section 22. Review of Real Estate Tax Assessments. Subject to the provisions of Article 12 of the Declaration, it shall be the responsibility of the individual Unit Owners, at their sole cost and expense to review the real estate tax assessments of their Units and if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing if proceedings are pending for the reduction of real estate taxes on the land and Building for the tax year in which the closing of the first Residential Unit occurs, the Condominium will continue such proceedings with the attorney previously employed by the Declarant. The Declarant shall have the sole right to negotiate and settle all claims in connection with such proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Declarant and the respective Unit Owners according to their respective periods of Ownership during such tax year. Any refund covering a period prior to the closing of the first Residential Unit and all expenses incurred in connection with obtaining such refund shall belong to and be incurred by the Declarant alone.

ARTICLE VI.

Mortgages

Section 1. Notice to Board of Managers. A Unit Owner who mortgages their Unit shall notify the Board of Managers of the name and address of their mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. A Unit Owner who satisfies a mortgage covering their Unit, shall so notify the Board of Managers and shall file a confirmed copy of the satisfaction of the mortgage with the Board of Managers. The Board of Managers shall maintain such information in a book entitled "Mortgages of Units"

Section 2. Notice of Unpaid Common Charges or Other Default. The Board of Managers, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Common Charges due, or other default, by the Owner of such Unit under the provisions of the Declaration, these By-laws and/or the Rules and Regulations, to which the Board of Managers has knowledge of such default.

Section 3. Notice of Default. Whenever, tbe Board of Managers, shall give notice to a Unit Owner of a default in paying Common Charges or other default it shall simultaneously send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Managers, provided the mortgagee has requested of the Board of Managers in writing, that it be notified of such default(s). In addition, provided the mortgagee has so requested of the Board of Managers in writing, the Board of Managers shall give subsequent notification in writing to said mortgagee if sixty days have elapsed and the Unit Owner has failed to cure a default, notice of which default was previously given to the Unit Owner and the mortgagee.

Section 4. Performance by Mortgagee. The Board of Managers shall accept by any mortgagee of a Unit Owner, payment of any sum or performance of any act required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-laws or the Rules and Regulations with the same force and effect as through paid or performed by such Unit Owner.

Section 5. Recorded Mortgages. The rights of mortgagees under the Declaration and By-Laws shall apply only to a mortgage which has been recorded in the Office of the City Register of New York County.

Section 6. Examination of books. Each Unit Owner and each mortgagee of a Unit Owner shall be permitted to examine the books of account and other records of the Condominium at reasonable times, on business days.

ARTICLE VII.

Sales, Leases and Mortgages of Units

Section 1. Sales and Leases. No Unit Owner other than the Sponsor or a Sponsor-designee or the Community Facility Unit Owner may sell or lease his Unit or any interest therein except by complying with the provisions below. Sponsor or a Sponsor-designee or the Community Facility Unit Owner need not comply with such provisions. Sponsor or a Sponsor-designee or the Community Facility Unit Owner shall have the right, without the payment of any fees or charges to the Board of Managers or the Managing Agent, to sell its Unit(s) or lease its Unit(s), without the Board of Managers having any right of first refusal to purchase or lease such Unit, and all sale and/or rental proceeds shall belong solely to such Sponsor or Sponsor-designee or the Community Facility Unit Owner, as the case may be. However, any deed or lease made by a Sponsor or a Sponsor-designee or the Community Facility Unit Owner with respect to a Unit as grantor or lessor, in the Building, shall provide that acceptance thereof by the grantee or lessee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as same may be amended from time to time.

Except as provided immediately above, any Unit Owner who receives a bona fide offer for the sale of his Unit together with: (i) the undivided interest of the Common Elements and any Limited Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Unit Owner in any other assets of the Condominium, as defined in the Declaration, (hereinafter collectively called the "Appurtenant Interests"); or a bona fide offer for a lease of his Unit; (hereinafter called an "Outside Offer"), which he intends to accept, shall give notice by certified or registered mail to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the Board of Managers may elect, by notice given within five (5) days after making such election, and in any event, within said thirty (30) day period, to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or a lease shall be executed at the office of the attorneys for the Condominium in accordance with the terms of such offer but in no event less than forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the Unit Owner, if such Unit, together with the Appurtenant Interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

In the event the Board of Managers or its designee fail to notify the offering Unit Owner of its decision to accept such offer within thirty (30) days after receipt of notice as aforesaid or notify the offering Unit Owner within said period of its decision not accept such offer, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within thirty (30) days after the expiration of the thirty (30) day period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the

offering Unit Owner to the Board of Managers of such Outside Offer. Any such deed to any Outside Offeror shall provide that acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, and that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, and that the Board of Managers 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 default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease for Units shall be the then current form of lease recommended by Julius Blumberg, Inc., or The Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Board of Managers. In the event the offering Unit Owner shall not, within such thirty (30) day period, contract to sell such Unit together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such thirty (30) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 2. Consent of Unit Owners to Purchase or Lease of Units by Board of Managers. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners.

Section 3. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one (1) 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 Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 4. Release by Board of Managers of Right of First Refusal. The right of first refusal contained in Section 1 of this Article VII may be released or waived by the Board of Managers, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

Section 5. Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VII have been met by a Unit Owner, or have been duly waived by the Board of Managers and the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers in favor of all persons who rely thereon in good faith. Such certificates shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 1 of this Article VII or in respect to whom the provisions of such section have been waived, upon request.

Section 6. Financing of Purchase of Units by Board of Managers. Acquisition or lease of Units by the Board of Managers, or its designee, on behalf of all Unit Owners, may be made from the working capital and Common Charges in the possession of the Board of Managers, or, if such funds are insufficient, the Board of Managers may levy a Special Assessment against each Unit Owner, other than the offering Unit Owner, in proportion to his ownership in the Common Elements, as a Common Charge, which Assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article VII, or, the Board of Managers, in its discretion, may borrow money to finance the acquisition or lease of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers. Notwithstanding the above, no Assessment may be levied under this Section 6 against any mortgagee who has acquired title to a Unit, whether by foreclosure or deed in lieu thereof.

Section 7. Exceptions. The provisions of Section 1 of this Article VII shall not apply with respect to the right of first refusal pertaining to any sale or conveyance or lease by a Unit Owner of his Unit, together with the Appurtenant Interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one (1) or more of them, or to any Unit owned by the Sponsor or a Sponsor-designee or the Community Facility Unit Owner, or to the acquisition or sale of any Unit, together with the Appurtenant Interests, by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to any purchaser of a Unit from a mortgagee.

Section 8. Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy, without restriction.

Section 9. Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Managers or its Designee, on Behalf of All Unit Owners as Tenants in Common. In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 10. Payment of Common Charges and Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid Common Charges and Assessments theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied

all unpaid liens against such Unit, except permitted mortgages.

Section 11. Mortgage of Units. No Residential Unit Owner shall mortgage his Unit, except by a first and/or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender or a purchase money mortgage made to the Sponsor, Sponsor-designee, or to the seller of the Unit. Any such mortgage shall be substantially in the form on file with the Board of Managers, except for such changes or additions as may be required in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. Prior to or simultaneously with the closing of any mortgage, the Unit Owner must satisfy all arrearages for unpaid Common Charges or Assessments and discharge any liens therefor. Sponsor, Sponsor's- designee or the Community Facility Unit Owner may encumber his Unit with a mortgage or mortgages without being subject to the aforementioned restrictions.

Section 12. Fees and Charges. The Board of Managers shall have the right to require the Residential Unit Owner who is selling or is a prospective lessor to pay a fee to the Board of Managers and/or the Managing Agent to cover reasonable legal and other expenses of the Board of Managers and the Managing Agent in connection with the sale or lease of a Residential Unit pursuant to the provisions of this Article VII except such charges and fees shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, or the Community Facility Unit Owner. Any other fees in connection with the sale or lease of a Residential Unit may only be enacted by action of Unit Owners, except any such fee shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, or the Community Facility Unit Owner.

ARTICLE VIII.

Condemnation

Section 1. Condemnation.

(a) The Board of Managers shall give written notice to all Unit Owners and all holders, insurers and guarantors of mortgages in Units, whose names and address appear on the books and records of the Condominium, of any written notification received by the Board of Managers advising it of a pending or threatened condemnation of any portion of the Property.

(b) In the event of taking in condemnation or by eminent domain of all or any part of the Common Elements (including Limited Common Elements) the Board of Manager, subject to the provisions of Section 1 (c), will arrange for the prompt repair and restoration of such part of the

Common Elements (including Limited Common Elements) so taken and shall disburse the proceeds of such award to contractors engaged in such repair and restoration in appropriate progress payments. The award made for any such taking shall be payable to the Board of Managers, and shall be disbursed to 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 or restorations, the deficit or surplus, as the case maybe, will be borne or shared by all Unit Owners with respect to any taking of the General Common Elements pro rata in accordance with these respective Common Interests. No payment of any surplus award shall be made to a Unit Owner until there has first been paid out of his or her share of such award, such amount as may be necessary to reduce or discharge unpaid liens on his or her Unit,. other than existing mortgages thereon, unless otherwise required pursuant to the terms of the existing mortgages, in order of priority of such liens.

(c) Notwithstanding any provisions contained herein to the contrary, if 75% or more of the Units or Common Elements would be required to be restored as a result of such condemnation and Unit Owners holding 75% or more in Common Interest of all Unit Owners, do not duly and promptly approve the repair and restoration of such Common Elements or Units, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than ninety (90) days from the date of such taking.

(d) If a portion of any Unit shall be taken in condemnation or by eminent domain and the Condominium shall not be terminated, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Limited Common Elements after such taking bears to the total floor area of such Unit and its appurtenant Limited Common Elements prior to such taking. The Board of Managers shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be executed by the Owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Unit, and, in the event of a taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Board of Managers and the Owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

ARTICLE IX.

Records

Section 1. Records and Audits. The Board of Managers or the Managing Agent shall keep detailed records of the actions of the Board of Managers and the Managing Agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual financial statement of the Condominium, prepared by an independent certified public accountant, shall be rendered by the Board of Managers to all Unit Owners, promptly after the end of each fiscal year, which financial statement shall be certified while the Declarant is in control of the Board of Managers. The cost of such report shall be paid by the Board of Managers as a Common Expense. Records of the Board of Managers and the Condominium, including but not limited copies of the Declaration, these By-laws, the Rules and Regulations as same may be amended from time to time, shall be kept at its offices at the Property and shall be available for inspection by all Unit Owners and other interested persons.

ARTICLE X.

Arbitration

Section 1. General Procedure. Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by the President of the Real Estate Board of New York. The arbitrator appointed shall be experienced in matters relating to the management and/or operation of condominiums or cooperatives.

Section 2. Costs and Expenses. The fees, costs and expenses of the arbitrator will be borne by the losing party in the arbitration or, if the position of neither party to the dispute will be substantially upheld by the arbitrator, such fees, costs and expenses will be borne equally by the disputants. Each disputant will also bear the fees and expenses of their counsel and expert witnesses. All costs and expenses paid or incurred by the Board of Managers in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, will constitute Common Expenses.

Section 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 I within 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 XI.

Miscellaneous

Section 1. Notices. All notices hereunder shall be sent by either registered or certified mail, personal delivery and/or by overnight express mail delivery service to the Board of Managers c/o the Managing Agent, or if there be no Managing Agent, to the office of the Board of Managers or to such other address as the Board of Managers may hereafter designate from time to time, by notice in writing to all Unit Owners and to all mortgagees of Units. All notices to any Unit Owner shall be sent by either registered or certified mail, personal delivery and/or by overnight express mail delivery service to the Building, or to such other address as may have been designated by a Unit Owner from time to time, in writing, to the Board of Managers, except that notices of an annual meeting pursuant to Article III, Section 4 may be sent by regular mail.

All notices to mortgagees of Units shall be sent by registered or certified mail, personal delivery and/or overnight express mail delivery service to their respective addresses, as designated by them from time to time, in writing, to the Board of Managers. All notices shall be deemed to have been given within 2 days after mailed, the date of personal delivery, or within one day after being sent by overnight express delivery service except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only. as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to be the feminine or neuter gender and the use of the singular shall be deemed to be the plural, whenever the context so requires or admits.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XII.

Amendments to By-Laws and Rights of Declarant

Section 1. Amendments by Unit Owners. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 67% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of these By-Laws, 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. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, any such amendment, modification, addition or deletion shall be executed by the Board of Managers, as attorney-in-fact for all Unit Owners, coupled with an interest, to which the Board of Managers is hereby authorized by the Unit Owners to so act as their attorney-in fact.

The following provisions of these By-Laws may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be the Owner of one and/or more Residential Units, or any rights appurtenant to its Unit:

A. Section 1 of Article II insofar as it provides that the Declarant, so long as the Declarant is the Owner of a Unit, shall be entitled to elect Members of the Board of Managers;

B. Section 4(b) of Article II, as to appointment of Members of the Board of Managers.

C. Section 5 of Article II relating to removal of Declarant's designees as Members of the Board of Managers.

D. Sections 15 and 16 of Article II insofar as they provide for representation of the Declarant on any committee created by the Board of Managers;

E. Section 8 of Article III insofar as it provides that the Declarant, so long as the Declarant is the Owner of one or more Units, may vote the votes appurtenant thereto;

F. Sections I and 2 of Article V insofar as it provides for allocation of certain expenses and insurance requirements.

G. Section 13(b) of Article V.

H. Section 14 of Article V insofar as it provides that the provisions of such Section shall not apply to any Unit owned by the Declarant or its designee who shall have the right to make alterations, additions and improvements to the Unsold Units and to extent legally permissible, to change the use thereof, subdivide and combine Units and alter the boundary walls

thereof without the consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages;

I. Section 15(c) of Article V insofar as it provides for the right of the Declarant to use the Common Elements and to do all things necessary and appropriate to sell Unsold Units;

J. Section 17 of Article V as to the approval required of the Declarant or its designee as to any amendment to the Rules and Regulations.

K. Section 22 of Article V as to any rights granted to the Declarant as to real estate tax protest proceedings.

L. Section I of Article VI as to Declarant's obligations pertaining to lot line windows.

M. All or any portion of Sections 1 and 2 of this Article XII.

Section 2. Mortgagee Notice and Rights. (a) The vote of any Unit Owner as to any proposed amendment or modification of the By-laws is subject to any written consent that may be required of the holder of a Unit mortgage, to extent such consent is required by the terms of any such mortgage.

(b) Any notice of a meeting of Unit Owners as to any proposed amendment or modification of these By-laws shall be sent at the same time to the holders of any mortgage encumbering a Unit, whose name and address appears on the books and records of the Condominium, together with a copy of the proposed text of any such amendment. Subject to the provisions contained in this Article XIII with respect to amendments or modifications affecting the Declarant or its designees, or any Unsold Units, if holders of first mortgages of record attributable to 51 % or more of the Common Interests of the Unit Owners, object to any such proposed amendment or modification to the By-laws and such objections are received in writing by the Board of Managers on or prior to the date of such meeting, then such proposed amendment or modification shall not be enacted and shall be deemed disapproved by the Unit Owners.

Section 3. Use Changes. Notwithstanding anything to the contrary herein contained, no provision of these By-Laws relating to the use of the Units may be amended without the consent of every Unit Owner affected by such amendment, nor shall these By-Laws be amended so as to adversely effect the rights, privileges, duties and obligations of each Unit Owner unless the Unit Owner adversely affected gives their written consent to such Amendment

ARTICLE XIII

Conflicts and Changes in Laws

Section 1. Conflicts. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

Section 2. Changes in Law. These By-laws shall automatically be deemed amended to incorporate any subsequent amendments or modifications to the Condominium Act without the necessity to record any Amendment to the Declaration and/or By-Laws in the City Register's Office of New York County.

Section 3. Monetary Changes. To extent permitted by applicable laws, the dollars amount utilized in these By-Laws above, which the consent of the Unit Owners is required shall be increased by an amount equal to 10% of such amount for each five years period following the conveyance of the first Unit.

RULES AND REGULATIONS

EXHIBIT A

RULES AND REGULATIONS OF
469/479 WEST 152nd STREET CONDOMINIUM

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or landings of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills. No awnings, fans, signs, banners or other projections shall be attached to the outside of the Building without the prior written approval of the Board of Managers. No illuminating sign, banner, fan, awning or other projections shall unreasonably disturb or disrupt the rights, comforts or conveniences of the other Unit Owners.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors or stairways.

4. No public hall or public elevator vestibule shall be decorated or furnished by any Unit Owner in any manner.

5. Each Unit Owner shall keep their Unit 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. Window guards shall be used in or about any Residential Unit to the extent, required by law.

7. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, notice, lettering, advertisement or illumination shall be inscribed or exposed on or at any exterior windows or doors of a Unit except as to Unsold Units owned by the Declarant or its designee, unless approved in writing by the Board of Managers, nor shall anything be projected from any window without similar approval. The Board of Managers shall allow the installation of any hook up necessary to provide cable television service to the Units. Facilities and equipment, including, but not limited to antennae, satellite dishes, etc., may, notwithstanding the foregoing, be installed on the main roof of the Building by the Board of Managers.

8. Except as to a Unit owned by the Declarant or its designee, no window air conditioning unit shall be installed in any Unit without the prior written approval of the Board of Managers.

9. All radio, television, computer or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction over such equipment, and each Unit Owner alone shall be liable for any damage or injury caused by, any radio, television, computer or other electrical equipment in their Unit.

10. No baby carriages, bicycles, skate boards, scooters or similar vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas.

11. No Unit Owner shall make or permit any disturbing noises or activity or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner or its employees, guests, invitees or tenants shall play any musical instrument, or operate or permit to be operated a phonograph, CD player, DVD player, cassette player or radio or television set or other loud speaker in such 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. Unless otherwise approved by the Board of Managers, no construction or repair work (other than painting) or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:30 P.M., unless such construction or repair work is necessitated by an emergency.

12. The following animals shall be permitted to be kept or harbored in any Unit (two dogs or two cats or one dog and one cat, caged birds or fish in any Unit) or other small appropriate pets without the consent of the Board of Managers. To the extent the consent of the Board of Managers is required and obtained, such consent shall be revocable by the Board of Managers in their reasonable discretion at any time. In no event shall any animal be permitted in any of the public portions of the Building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalks or streets adjacent to the Building. All Unit Owners shall be responsible for immediate

cleaning up of any dropping from their pets. The Board of Managers may require a Unit Owner to give up an animal if the pet has been demonstrated to be dangerous or consistently disruptive to other Unit Owners or if the Unit Owner does not, on numerous occasions, abide by the requirements to leash or clean up after their pet.

13. Bathroom, toilets, sinks, lavatories and plumbing fixtures in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from their misuse in a Unit shall be repaired and paid for by the owner of such Unit.

14. No occupant or tenant of the Building shall send any employee of the Condominium or of the managing agent thereof out of the Buildings on any private business. In addition, any Condominium employee to whom any personal property of a Unit Owner shall be entrusted shall be deemed to be acting as such Unit Owner's agent with respect to such personal property and neither the Condominium nor the Board of Managers nor its agents, shall be liable for any damage, loss or theft of any personal property of a Unit Owner. The Condominium shall not be liable for any injury or damage to persons or property damage caused by other Unit Owners or persons in the Building or caused by construction of any private, public or quasi--public work.

15. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to a Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and or the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; provided however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

16. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors. All removals or the carrying in or out of any. safes, freight, furniture or bulky matter of any description must take place in the manner and during the hours which the Board of Managers shall designate, and with payment to the Board of Managers of any costs it incurs in connection therewith. All work in connection with the moving of any such safe, machinery, equipment, freight, etc. must comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto. Notwithstanding any consent of the Board of Managers to the movement of such safe, machinery, etc. each Unit Owner shall be deemed to indemnify and hold harmless the Board of Managers from and against any and all damages sustained by persons or property and for any damages paid out by the Board of Managers in settlement of any claims or judgments, as well as for all expenses and reasonable attorneys' fees incurred in connection therewith and all costs incurred in repairing any damage to the Building or appurtenances, caused by movement of any safes, freight, furniture, heavy machinery, or bulky matter of any sort for or on behalf of a Unit Owner into or out of the Building.

17. The Board of Managers or the Managing Agent may retain a pass-key to each Unit. if any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent 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 entry to his or her Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board of Managers, or to the Managing Agent, then the Board of Managers or the Managing Agent or their agents (in an emergency, only when specifically authorized by an officer of the Board of Managers or by the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such Residential Unit Owner's property). The cost for entry and repairs to doors and locks shall be borne by the Unit Owner.

18. Formal complaints regarding the services for the Building shall be made in writing to the Board of Managers or to the Managing Agent. Complaints maybe made on the telephone to the Managing Agent, but shall not constitute formal notice of a compliant.

19. Any consent or approval given under these Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Board of Managers, at any time by resolution of said Board of Managers.

20. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Unit Owners and their tenants and/or any other occupant of a Unit shall comply with the recycling laws of the City of New York. Recyclable materials, including, but not limited to, papers, bottles, glass, and plastics shall be sorted by Unit Owners and shall be placed by the Unit Owner in such place and at such time as designed by the Board of Managers. The Board of Managers 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 Unit Owner for the disposal of designated recyclable materials and the locations where designate recyclable materials shall be deposited. The Board of Managers may also establish other regulations regarding recycling of trash. Any costs incurred by the Board of Managers in the enforcement against the Unit Owners of recycling requirements imposed by the law or by the Board of Managers, including (but not limited to) legal fees and fines or penalties imposed on the Board of Managers by any governmental agency shall be payable by the Unit Owner as additional Common Charges.

21. Except as permitted under the Declaration and By-Laws or other rules established by the Board of Managers, Unit Owners and their families, guests, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever, enter upon or attempt to enter upon the roof of the Building.

22. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

23. No Unit Owner or any of his or her agents, servants, employees, licensees or visitors shall at any time bring into or keep in his or her Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

24. If any key or keys are entrusted by a Unit Owner or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor, to an employee of the Board of Managers or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

25. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Condominium or contents thereof without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Property or which would be in violation of any law. No waste shall be committed in the Common Elements.

26. The Board of Managers shall have the right from time to time to relocate or reallocate any space in the cellar of the Building located at 469 West 152nd Street to be devoted to storage or service purposes.

27. In the event that any Residential Unit is used for home occupation purposes which are permitted by law, patients, clients or other invitees shall not be permitted for any purpose to wait in any lobby, public hallway or vestibule.

28. All damage to the Building or the Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

29. The Board of Managers reserves the right to rescind, alter, waive or add, any rule or regulation at any time prescribed for the Building when, in the judgment of the Board of the Managers, the Board of Managers deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building or the preservation of good order therein, or the operation or maintenance of the Building or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Unit Owner or other occupant. However, all policies shall be applied evenhandedly.

30. No unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any

governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with by and at the expense of the respective parties (Unit Owners or the Board of Managers) responsible for the repairs or others matters or for the portions of the Condominium property to which such violation relates.

31. No "For Sale", "For Rent", "For Lease" sign or any other sign evidencing a similar purpose, or other window display or advertising shall be maintained or permitted on any Unit, (except for Unsold Units owned by the Declarant or its designee and/or the Community Facility Unit, as specifically set forth in the Declaration).

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August 16, 2005

469/479 West 152nd Street Condominium
c/o The Board of Managers
469/479 West 152nd Street
New York, New York 10031

Re: Offering Plan for 469/479 West 152nd Street Condominium
469/479 West 152nd Street, New York, New York 10031

Gentlemen:

As owner of the property known as and located at 469/479 West 152nd Street, New York, New York 10031 (the "Property") and sponsor (the "Sponsor") of the offering plan filed with the New York State Department of Law to establish the Property as a condominium (the "Offering Plan" or "Plan"), you have requested our opinion as to deductibility for Federal, New York State and New York City income tax purposes of mortgage interest and real estate taxes paid by a person who purchases a "Residential Unit" (as defined in the Plan) upon establishment of the Property as a condominium (the "Condominium"), and thus becomes a "**Residential Unit Owner**" (also as defined in the Plan) at the Condominium.

In connection with this opinion we reviewed the Plan (including the schedules and exhibits that are part of the Plan) and all documents contained in the Plan.

The opinions expressed in this letter are based upon the assumptions that the Plan becomes effective and is consummated in accordance with its terms, a condominium regime is established at the Property upon the recording of a condominium declaration and by-laws (collectively, the "**Declaration**") and the filing of the "**Tax Lot Drawings**" (as defined in the Plan), and the legal consequences of ownership of a Unit are as described in the Plan. Specifically our opinions are based on the assumptions that:

A. a Residential Unit Owner and a Non-Residential Unit Owner (as respectively defined in the Plan) (individually, a "Unit Owner" and collectively, the "Unit Owners") will own fee title to a Residential Unit or a Community Facility Unit (as respectively defined in the Plan) (individually, a "Unit" and collectively, the "Units"), as the case may be, including an undivided interest in the "Common Elements" (as defined in

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FAX (40) (21) 311-1485

the Plan) appurtenant to the Unit;

B. each Unit, including its appurtenant undivided interest in the Common Elements, will be a separate tax lot for purposes of New York City real estate taxes and the Unit Owner will be directly liable for the real estate tax assessment with respect to that Unit Owner's Unit, but not with respect to any other Unit;

C. subject to certain restrictions contained in the Declaration, a Unit Owner may mortgage the Unit as the Unit Owner wishes, and the Unit will not be subject to the lien of any mortgage placed on any other Unit; and

D. a Unit Owner may convey that Owner's Unit, subject, with certain exceptions, to certain rights of the Board of Managers (defined below) contained in the Declaration.

Pursuant to the Declaration, the Condominium will be managed by a Board of Managers (the **"Board of Managers"**) whose members will be elected by the Unit Owners (including the Sponsor, to the extent the Sponsor owns Units). We understand that the Board of Managers will operate the Condominium as an unincorporated association under New York Law. The Declaration provides that expenses incurred in the operation and maintenance of the Condominium, exclusive of the Units themselves, shall be borne by the Unit Owners and assessed (in accordance with the Declaration) and collected by the Board of Managers on behalf of the Unit Owners.

Based upon the foregoing, it is our opinion that an individual Residential Unit Owner who uses the Residential Unit as said Owner's principal residence or specifically selected secondary residence (each a **"Qualified Residence"**) and who itemizes deductions will be entitled under present tax laws and regulations, to deduct from adjusted gross income, for Federal, New York State and New York City income tax purposes, certain costs associated with ownership of the Residential Unit. Specifically, the Residential Unit Owner may deduct, subject to certain limitations on itemized deductions, (i) real estate taxes assessed against Owner's Residential Unit, and (ii) subject to the limitations identified in the next sentence, interest on indebtedness incurred in acquiring, constructing, or substantially improving a Qualified Residence that is secured by such Qualified Residence **("Acquisition Indebtedness")**, and interest on indebtedness (other than Acquisition Indebtedness) secured by a Qualified Residence **("Equity Indebtedness")**, but only to the extent the aggregate amount of such Equity Indebtedness does not exceed the fair market value of the Qualified Residence less Acquisition Indebtedness with respect to such Qualified Residence.

However, the aggregate amount treated as Acquisition Indebtedness for any period (on both a principal residence and a specifically selected secondary residence) may not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return), and the aggregate amount treated as Equity Indebtedness for any period (on both a principal residence and a specifically selected secondary residence) may not exceed $100,000 ($50,000 in the case of a separate return by a married individual). (See Sections 163 (interest) and 164 (taxes) of the Internal Revenue Code of 1986, as amended (the "Code"), and Rev. Rul. 64-31, 1964-1 C.B. 300.) Additionally, in the case of a Unit Owner whose New York State or New York City adjusted gross income exceeds $100,000, the amount of such deduction may be reduced by up to 25 % of such deduction.

The expenses discussed above will be deductible when paid or accrued by the Residential Unit Owner depending upon the Residential Unit Owner's method of accounting. However, any Residential Unit Owner required to compute Federal income tax liability pursuant to the Federal alternative minimum tax, will not be entitled to deduct real estate taxes paid or accrued with respect to such Owner's Residential Unit or interest on Equity Indebtedness.

Generally, a person who purchases a Residential Unit for use in a trade or business will be entitled under present tax laws and regulations to deduct from gross income for Federal income tax purposes (i) real estate taxes assessed against such Owner's Residential Unit, and (ii) interest on indebtedness incurred or continued in connection with the conduct of such trade or business, subject, however, to the limitations of Section 469 of the Code relating to "passive activity" losses and Section 465 of the Code relating to the "at-risk" rules. Other rules, somewhat more complicated, may be applicable to a Residential Unit Owner if the Unit originally purchased as a residence is to be used in a trade or a business or is to be held for rental, and no opinion is offered as to the consequences to such a Residential Unit Owner.

The status of the Condominium for Federal income tax purposes (and accordingly for New York State and New York City income tax purposes) as an aggregation of Unit Owners or as an entity for income tax purposes is not clear. If the Condominium is treated for tax purposes simply as an aggregation of the Unit Owners, the income received by the Board of Managers (such as rents on any Units owned and leased by the Board of Managers or interest earned on the Condominium's funds) and the expenses incurred by the Board of Managers on behalf of the Unit Owners in deriving such income, would be deemed to be income and expenses of the Unit Owners in proportion to their respective Common Interests (as defined in the Plan), and the amount of such income less such expenses would be taxable to the Unit Owners. In such a case, however, the Common Charges (as defined in the Plan) would not be considered income to the Unit Owners, and the expenditures incurred in maintaining the Common Elements would not be deductible by the Unit Owners.

If, on the other hand, the Condominium is treated as an entity for income tax purposes, the Condominium would be classified as a partnership for such purposes unless it

elects to be classified as a corporation.[1] It is anticipated that the Condominium will make such an election to be classified as a corporation for tax purposes.

It is further possible that the Condominium may elect to be taxed as a Condominium Management Association under Section 528 of the Code in which case it will be exempt from income tax on common charges collected from Unit Owners. In order for it to be eligible to make such election, the Condominium must meet certain requirements set forth in this statute. The Section 528 requirements for exemption are as follows: (i) the association must be organized and operated to provide for the acquisition, construction, management, maintenance, and care of association property; (ii) 60 percent or more of the association's gross income must consist of assessments from unit owners ("exempt function income"); (iii) at least 90 percent of the association's expenditures must be for the acquisition, construction, management, maintenance, and care of association property; (iv) no part of the net earnings can inure to the benefit of any member or private individual other than from the acquisition, construction, management, maintenance and care of association property or by rebates of excess assessments; and (v) substantially all units (i.e., at least 85 % of the total square footage of all units) must be used by individuals as residences. It should be noted that there are a number of uncertainties surrounding this requirement that have yet to be the subject of definitive determination, such as the treatment of units for auxiliary residential purposes, such as laundry rooms, storage rooms, etc. An election under Section 528 of the Code is made on an annual basis by filing Form 1120-H, and generally must be made by the due date including extensions, of the income tax return.

Even if the Condominium were to satisfy the requirements of Section 528 and elect to be exempt from Federal income taxes on exempt function income, it would still be taxable at a 30% flat rate on the amount, subject to a $100 specific deduction, by which its non-exempt function income exceeds the amount of allowable deductions which are directly connected with the production of such income. Among other things, income derived from the interim investment of assessments collected would be included in the amount of income subject to taxation.

Because the qualification of the Condominium to elect to be exempt from tax pursuant to Section 528 of the Code involves factual issues which can be determined only on a year-by-year basis, we cannot express a definitive opinion as to whether the condominium will qualify to make a Section 528 election or whether it would be advisable to do so for any given year. However, we can state that if the Projected Budget for First Year of Condominium

[1] As a partnership, the Condominium itself would not be subject to income tax (other than possibly the New York City unincorporated business tax). Instead, the taxable income or loss of the Condominium would be passed through to the Unit Owners, each of whom would be required to report such Unit Owner's distributive share of such income on such Unit Owner's income tax return.

Operation contained in the Plan proves to be accurate, and assuming that requirement (v) discussed above is met, the Condominium should qualify to make the Section 528 election for the first year of operation. In the event that the Condominium either fails to qualify under Section 528 or, if qualified, fails to elect Section 528 tax treatment in any year, it would be subject to the regular Federal corporate income tax (as well as to the New York State and New York City corporate franchise income tax) on its taxable income. For these purposes, the Condominium's taxable income would be the excess of its gross income over its deductible expenses.

Gross income would include, among other things, any rental income or investment income received by the Condominium and all Common Charges paid by Unit Owners. However, any portion of the Common Charges segregated and used to finance specified capital expenditures or reserves for such capital expenditures should generally not be required to be included in gross income. See Rev. Rul. 75-371, 1975-2 C.B. 52; Rev. Rul. 75-370, 1975-2 C.B. 25; Rev. Rul.74-563, 1974-2 C.B.38. Cf. Concord Village, Inc. 65 T.C. 142 (1975). However, if such Common Charges are treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other finds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

In this connection, it should be noted that if the Condominium is determined to be a separate taxable entity for Federal income tax purpose, it is possible that the limitations of Section 277 of the Code may be found to apply. If this were the case, the Condominium's income from sources other than Unit Owners, if any, could not be offset by the Condominium's expenses incurred in the provision of services to Unit Owners. It is unclear how interest or other income earned on the investment of a required reserve fund would be treated for this purpose; if such income were treated as not derived from the Unit Owners in consideration of services rendered them by the Condominium, then such income may not be reduced by the Condominium's operating expenses with respect to the property and may result in liability for taxes.

Deductible expenses would generally include the Condominium's Common Expenses other than capital expenditures. Furthermore, it might be possible that the Condominium, even if it elects to be taxed as a corporation, would at some future date qualify under Subchapter T of the Code as an organization acting on a cooperative basis. In such event, the association's patronage-sourced income (as defined in the Code) would not be taxed, but any non-patronage –sourced income would be subject to tax.

In the event that the Condominium is required to pay any Federal, New York State or New York City income tax, and the Condominium makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. See, Old Colony Trust Co. v. Commission, 279 U.S. 716 (1929); Rev. Rul. 74-75, 1974-1 C.B. 19; Rev. Rul. 86-14, 1986-1 C.B. 304.

We express no views as to any tax consequences other than those explicitly discussed in this opinion. Specifically, we express no views as to the tax status of the Condominium as such or the computation of the Condominium's income and franchise tax liabilities (if any), nor does this opinion address the tax consequences which result from ownership of a Unit in connection with a Unit Owner's trade or business or for the production of income (including the possible application of the "passive activity" loss rules and the at-risk rules), or the ownership of the Community Facility Unit generally, other than those explicitly expressed herein. We strongly advise each person contemplating the purchase of a Unit to consult his or her own tax advisor as to all tax matters (including, without limitation, the tax matters discussed in this opinion).

The opinions expressed above are based on our interpretation of existing tax laws, the applicable regulations and rules of the Treasury Department and court decisions construing such rules and regulations. Although we believe our opinions are well founded, they are not intended, and should not be construed, as warranties. No assurances can be given that the Internal Revenue Service or state and local tax authorities will accept any or all of the views stated above or that the tax law upon which counsel based its opinion will not change. In no event, will the Sponsor, the Sponsor's counsel, the Selling Agent or any other person be liable if there are changes in the facts on which we relied in issuing this opinion, or if there are changes in the applicable statutes, regulations, decisional law or rulings on which we relied. Finally, we have not passed upon the accuracy of any figures or estimates contained in the Plan and do not warrant the amount deductible for any period, assuming such tax deductions are allowed, or the amount that Unit Owners may save in Federal, New York State and New York City income taxes, if any, as a result of such deductions.

We make no warranty that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will accept any or all of the views stated above. In addition, the Federal, New York State and New York City tax laws and regulations (and the rulings and decisions thereunder) may change, possibly even retroactively, and thereby affect, in whole or in part, the results outlined above.

To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding

penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein

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

Very truly yours,

Herzfeld & Rubin, P.C.

By _____

ESCROW AGREEMENT FOR CONTRACT DOWN PAYMENTS

469/479 West 152nd Street Condominium
469/479 West 152nd Street
New York, New York

AGREEMENT made this _____ day of _____, 2004, between Hamilton Heights Partners, LLC, having an address at c/o Berman & Frumkin, attention: Jacob Frumkin, 855 Avenue of the Americas, New York, New York 100001 ("Sponsor ") and HERZFELD & RUBIN, P.C., having an address at 40 Wall Street, New York, New York 10005 ("Escrow Agent").

WHEREAS, Sponsor is the Sponsor under the offering plan (the "Offering Plan") for the sale of condominium units (the "Units") at 469/479 West 152nd Street Condominium, 469/479 West 152nd Street, New York, New York (the "Premise "); and

WHEREAS, Sponsor will enter into agreements to sell Units to purchasers under the Offering Plan (individually a "Purchase Agreement" and collectively the "Purchase Agreements"); and

WHEREAS, Escrow Agent has been requested by Sponsor to act as an escrow agent under the Offering Plan in accordance with General Business Law ("GBL") Section 352e(2-b) and the Attorney General's regulations promulgated thereunder (the "Regulation ") with respect to down payments made by purchasers ("Purchaser ") pursuant to Purchase Agreements entered into with Sponsor to purchase Units at the Premises.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 Escrow Agent shall establish an escrow account for the purpose of holding deposits or payments made by Purchasers under Purchase Agreements entered into pursuant to the Offering Plan (the "Escrow Account"). As set forth in the Offering Plan, the Escrow Account in which contract down payments will be deposited will be located at Citibank, N.A. (the "Bank") at its branch located at 120 Broadway, New York 10271. The depository bank account number is _____.

1.2 The name of the Escrow Account will be "Herzfeld & Rubin, P.C. Attorney Trust Account for 469/479 West 152nd Street Condominium".

1.3 Specified members of the firm comprising Escrow Agent will be the sole signatories on the Escrow Account.

1.4 The Escrow Account shall be an interest-bearing account as disclosed in the Offering Plan. Escrow Agent will arrange for interest earned on monies deposited in the Escrow Account to be paid to the party entitled to the interest as disclosed in the Offering Plan.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All funds received from Purchasers prior to closing under their Purchase Agreements, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be delivered by Sponsor to Escrow Agent to be deposited in the Escrow Account. All instruments to be deposited into the Escrow Account shall be made payable to the order of "Herzfeld & Rubin, P.C., as Escrow Agent". Any instrument payable other than as required hereby, and which cannot be deposited into the Escrow Account, shall be returned to the prospective Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by Escrow Agent (or if applicable, within five (5) business days after said instrument has been returned to Escrow Agent by the depository as unpayable). Delivery shall be deemed made if the instrument is delivered to Purchaser personally or mailed to Purchaser at the address set forth in the Purchase Agreement, whether or not it is actually received by Purchaser. Delivery shall be deemed made on the date mailed. In the event of such return of funds, the instrument shall be deemed not to have been delivered to Escrow Agent pursuant to the terms of this Agreement.

2.2 Within ten (10) business days after tender of the deposit submitted by Purchaser with a Purchase Agreement, provided Escrow Agent has received the funds, Escrow Agent shall notify Purchaser of the deposit of such funds in the Bank and shall provide the account number. If Purchaser does not receive notification of such deposit within fifteen (15) business days after the tender of the deposit and Purchase Agreement countersigned by Sponsor, Purchaser may cancel the purchase and rescind the Purchase Agreement. Any such rescission must be exercised no later than ninety (90) days after approval of Purchaser in accordance with the Approval Procedures. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited in accordance with the foregoing and requisite notice was timely mailed to Purchaser.

3. RELEASE OF FUNDS

3.1 Escrow Agent shall not release the escrowed funds of a defaulting Purchaser until after consummation of the Offering Plan as defined in the Attorney General's regulations. Consummation of the Offering Plan shall not relieve Sponsor of Sponsor's fiduciary obligations pursuant to GBL Section 352-h.

3.2 Escrow Agent shall continue to hold the funds in escrow until the earlier of (a) closing under a Purchase Agreement, in which event the funds may be paid to Sponsor (or anyone Sponsor designates or directs) without further authorization of Purchaser required, (b) Purchaser's permitted rescission of a Purchase Agreement, in which case the funds will be paid to

Purchaser, (c) Sponsor's termination of the Purchase Agreement following Purchaser's continuing default under the Purchase Agreement after delivery to Purchaser by Sponsor of a notice of default and expiration of the applicable cure period (in which event the funds may be paid to Sponsor), (d) otherwise directed in writing signed by both Sponsor and Purchaser directing disposition of such funds, (e) otherwise directed by a determination of the Attorney General pursuant to the dispute resolution procedures in the Regulations, (f) otherwise directed by a judgment or order of a court of competent jurisdiction directing disposition of such funds, (g) the Escrow Agent is changed in connection with a transfer of funds to a new escrow agent in accordance with this Agreement, (h) funds which were deposited prior to acceptance of the Purchase Agreement are returned to the Purchaser after rejection of the Purchase Agreement by Sponsor, (i) released pursuant to the Regulations of the Attorney General pertaining to release of escrowed funds, as incorporated into 3.4 below, or (j) Sponsor's abandonment of the Plan.

3.3 Sponsor shall not object to the release of the escrowed funds to (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Plan or (b) all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

3.4 If there is no closing under a Purchase Agreement and there is no written agreement between the parties to release the escrowed funds, or if release is not otherwise authorized pursuant to the provisions of Par. 3.2 or Par. 3.3 of this Agreement, Escrow Agent shall not pay the funds to Sponsor until Escrow Agent has sent Purchaser at least ten (10) business days prior written notice to the last address listed in the Purchase Agreement. For purposes of this provision, notice shall be deemed given if actually delivered to Purchaser or Purchaser's counsel at the address set forth in the Purchase Agreement, whether or not it is actually received, and shall be deemed given five (5) business days after the day mailed. Thereafter, the funds may be paid to Sponsor unless Escrow Agent has received prior written notice from Purchaser that Purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Regulations and has so notified Escrow Agent in accordance with such provisions. Escrow Agent shall be entitled to act upon any document believed it in its reasonable judgment to be genuine.

4. RECORD-KEEPING.

4.1 Escrow Agent shall maintain all records concerning the Escrow Account for seven years after release of funds.

4.2 Upon the dissolution of Escrow Agent, the former partners or members of the firm shall make appropriate arrangement for maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such arrangement.

4.3 Sponsor agrees that Escrow Agent shall make available to the Attorney General,

upon his or her request, all books and records of Escrow Agent then available relating to funds deposited and disbursed hereunder. Sponsor shall pay all expenses and costs incurred by Escrow Agent arising out of the provisions of Paragraphs 4.2 and 4.3 of this Agreement.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 Escrow Agent shall maintain the Escrow Account called for in this Agreement under the direct supervision and control of Escrow Agent.

5.2 Escrow Agent is familiar with the provisions of GBL § 352-h and § 352-e(2-b).

5.3 Escrow Agent or any member of its firm shall be permitted to act as counsel for Sponsor in any dispute as to the disbursement of any deposits or payments or any other dispute between the parties, whether or not Escrow Agent is in possession of such deposits or payments and whether or not Escrow Agent continues to act as Escrow Agent.

6. RESPONSIBILITIES OF SPONSOR.

6.1 Sponsor agrees that Sponsor and its agents, including any selling agents, shall immediately deliver to Escrow Agent all deposits and payments received by them prior to closing of an individual transaction.

6.2 Sponsor agrees that it shall not interfere with Escrow Agents performance of its fiduciary duties and compliance with the Regulations.

7. INDEMNITY AND DISPUTES.

7.1 In the event Escrow Agent, before the release of escrow funds attributable to a particular Purchase Agreement in accordance with this Agreement, receives or becomes aware of conflicting demands or claims with respect to said escrow funds or the rights of any party, with respect thereto, or any funds, securities, property or documents deposited herein or affected hereby, or if Sponsor becomes indebted to Escrow Agent, or for any other reason in its sole discretion, Escrow Agent shall have the right to discontinue any and all further acts on its part until such conflict is resolved to its satisfaction.

7.2 Escrow Agent shall have the further right but not the obligation to commence or defend any action or proceeding for the determination of such conflict. Sponsor agrees to indemnify Escrow Agent and pay all costs, damages, judgments and expenses, including attorneys' fees and disbursements, suffered or incurred by Escrow Agent in connection with or arising out of this Escrow Agreement, including, but without limiting the generality of the foregoing, a suit in interpleader brought by Escrow Agent, or proceedings or actions brought by any Purchaser(s) or the New York State Department of Law, or the expenses of maintaining or administering the Escrow Account in accordance with this Agreement (including, without

limitation, the aliquot portion of Escrow Agent' s expenses for overhead, staff and equipment in connection with such activities), and such other expenses as may be determined by Escrow Agent. In the event Escrow Agent files a suit in interpleader, Escrow Agent shall thereupon be fully released and discharged from all further obligations to perform any and all duties or obligations imposed upon Escrow Agent by this Agreement.

7.3 Escrow Agent is hereby given a lien on all right, title and interest of Sponsor in the escrowed funds in the Escrow Account and monies arising therefrom, to protect, indemnify and reimburse Escrow Agent for all costs, expenses and liabilities arising out of this Agreement.

8. LIABILITY OF ESCROW AGENT.

8.1 Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faitb do or refrain from doing in connection with its obligations under this Agreement, nor for any negligence other than its gross negligence, nor shall Escrow Agent be answerable for the default or misconduct of its agents, attorneys or employees if they are selected with reasonable care, or the banking institution in which the escrow funds are deposited. No liability will be incurred by Escrow Agent if, in the event of any dispute or question as to its duties or obligations hereunder, it acts in accordance with written advice of legal counsel. Escrow Agent is authorized to act upon any document believed by it to be genuine and to be signed by the proper party or parties, and will incur no liability in so acting.

8.2 Escrow Agent shall not be liable to Sponsor for any loss occasioned by any right of rescission accruing to a Purchaser and arising out of Escrow Agents performance or failure of performance hereunder.

9. TERMINATION OF AGREEMENT

9.1 This Agreement shall remain in effect unless and until it is canceled, by either:

(a) By written notice given by Sponsor to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity; or

(b) By the resignation or withdrawal of Escrow Agent upon written notice to Sponsor. Sponsor agrees to file an amendment to the Offering Plan to describe the occurrences described in Par. 9. 1 (a) or 9. 1 (b) of this Agreement immediately upon their occurrence, but the failure to file such amendment shall not prevent the effectiveness of such cancellation, resignation or withdrawal; or

(c) By virtue of all Units offered pursuant to the Offering Plan having been sold and all sales transactions having been consummated.

9.2 Upon termination of the duties of Escrow Agent as described in Paragraph 9.1 above, Escrow Agent shall deliver any and all funds held by it in escrow and any and all Purchase Agreements and associated documents maintained by Escrow Agent to the new escrow agent, if there be one, or to a court of competent jurisdiction, as applicable.

10. SUCCESSORS AND ASSIGNS.

10.1 This Agreement shall be binding upon Sponsor and Escrow Agent and their successors and assigns.

11. GOVERNING LAW.

11.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York. Sponsor and Escrow Agent agree to the jurisdiction and venue of the courts located in the County and State of New York.

12. ESCROW AGENT'S COMPENSATION.

12.1 Sponsor agrees that Escrow Agent's compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to Escrow Agent, if any, shall not be deducted from escrowed funds by any financial institution under any circumstance, unless and until Sponsor becomes entitled to such funds pursuant to the provisions of this Agreement.

13. SEVERABILITY.

13.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

14. MISCELLANEOUS

14.1 Wherever delivery is required herein of a notice or check to Purchaser, it shall also be deemed delivered to Purchaser if actually delivered to Purchaser's attorney or if mailed to Purchaser's attorney, whether or not it is actually received by Purchaser's attorney, with the date of receipt being deemed to be five (5) business days after the date mailed, postage prepaid. Conflicts between this provision and other provisions in this Agreement shall be resolved in favor of this provision.

15. ENTIRE AGREEMENT.

15.1 This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's Regulations, constitutes the entire agreement between Sponsor and Escrow Agent with respect to the subject matter hereof.

16. COUNTERPARTS.

16.1 This agreement may be executed in any number of counterparts and each counterpart, when taken together with all other counterparts, shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

SPONSOR:

HAMILTON HEIGHTS PARTNERS, LLC

By:_____
Name: Jacob Frumkin
Title: Managing Member

ESCROW AGENT:

HERZFELD & RUBIN, P.C.

By:_____

NY CLS Gen Bus § 777-b (2005)

§ 777-b. Exclusion or modification of warranties

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.

b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof."

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

4. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty is a limited warranty which limits implied warranties on the sale of the home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;

b. the identification of the names and addresses of all warrantors;

c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent owners; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;

d. a statement of the products or parts covered by the limited warranty;

e. the clear and conspicuous identification of any parts or portions of the home or premises that are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy-seven-a of this **article;**

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This **article** shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This **article** shall preempt any local law inconsistent with the provisions of this **article. This article** shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this **article** shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS PURSUANT TO PART 20 OF THE REGULATIONS ISSUED BY THE ATTORNEY GENERAL PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

August 1, 2005

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

Re: Condominium Offering Plan
469/479 West 152nd Street, New York, New York
469/479 West 152nd Street Condominium

Dear Sir/Madam:

We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 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 the 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:

set forth the detailed terms of the transaction and be complete, current and accurate;

afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

not omit any material fact;

not contain any untrue state of a material fact;

not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

not contain any representation or statement which is false, where I/we:

knew the truth;

with reasonable effort could have known the truth;

made no reasonable effort to ascertain the truth; or

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.

SPONSOR:

HAMILTON HEIGHTS PARTNERS, LLC

By: _____
Name: Jacob Frumkin
Title: Managing Member

Sworn to before me this
1st day of August, 2005

Notary Public
ERIK J. SWENSON
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02SW6109842
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES: 05/24/08

_____
Jacob Frumkin

_____
Satnarine Persaud

STATEMENT BY SPONSOR'S ENGINEER OR ARCHITECT
PURSUANT TO REGULATION §20.4(C)

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

Re: Condominium Offering Plan
469/479 West 152nd Street, New York, New York
469/479 West 152nd Street Condominium

The sponsor of the offering plan to convert the captioned property to condominium ownership retained me/our firm to prepare a report describing the construction and/or renovation of the property (the "Report"). We visually inspected existing portions of the renovated property, if any, on July 7, 2005, and we examined the building plans and specifications that we were prepared by George Schwartz,, Architect, dated July 18, 2005 & July 21st, 2005 and prepared the Report dated July 29, 2005, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

I am/we are a registered architect/licensed engineer in the State in which the property is located.

I/We understand that I am/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 this Report (addendum).

I/We have read the entire Report (addendum) and investigated the facts set forth in the Report (addendum) and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I/We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property (the aspects of the property discussed in the addendum) as it will exist upon completion of renovation and/or construction, provided that renovation and/or construction is in accordance with the plans and specifications that I/we examined;

(ii) in my/our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property (the aspects of the property discussed in the addendum) as it will exist upon completion of renovation and/or

construction, provided that renovation and/or construction is in accordance with the plans and specifications that I/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 ore representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I/we:

(1) knew the truth;

(2) with reasonable effort could have known the truth;

(3) made no reasonable effort to ascertain the truth; or

(4) did not have knowledge concerning the representation or statement made.

I/We further certify that I am/we are not owned or controlled by and have no beneficial interest in the sponsor and that my/our compensation for preparing this Report (addendum) is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

By: _____
Name: George Schwarz
Registered Architect

[ARCHITECT'S SEAL]

REGISTERED ARCHITECT
GEORGE SCHWARZ
No. 12075
STATE OF NEW YORK

Sworn to me

This 12 day of Dec. 2005

_____
Notary

CHUAN WANG
Notary Public, State of New York
No. 01WA6002716
Qualified In Suffolk County
Commission Expires Feb. 17, 2006

PENMARK
REALTY CORP

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET PURSUANT TO PART 20 OF THE REGULATIONS ISSUED BY THE ATTORNEY GENERAL PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

August 8, 2005

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

Re: Condominium Offering Plan
469/479 West 152nd Street, New York, New York
469/479 West 152nd Street Condominium

Dear Sir/Madam:

The sponsor of the condominium offering plan for the captioned property retained our firm to review or prepare Schedule(s) B, B-1 and C, containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes:

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule(s) B, B-1 and C.

We have reviewed the Schedule(s) and investigated the facts set forth in the Schedule(s) and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule(s) B, B-1 and C appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedule(s):

i) sets forth in detail the projected income and expenses for the first year of condominium operation affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

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(ii) does not omit any material fact;

(iii) does not contain any untrue statement of a material fact;

(iv) does not contain any fraud, deception, concealment, or suppression;

(v) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vi) does not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Dated: August 8, 2005

PENMARK REALTY CORP.

By: _____
Name: Bernard Friedman
Title: President

Sworn to before me this
8th day of August, 2005

_____
Notary Public

JACQUELINE BAPTISTE
Notary Public, State of New York
No. 01BA6118097
Qualified in Queens County
Commission Expires November 1, 2008

PENMARK REALTY CORP

PENMARK
REALTY CORP

CERTIFICATION OF EXPERT ON ADEQUACY OF COMMON CHARGES PAYABLE BY NON-RESIDENTIAL UNIT OWNERS PURSUANT TO SECTION 20.4(d) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

August 8, 2005

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

Re: Condominium Offering Plan
469/479 West 152nd Street, New York, New York
469/479 West 152nd Street Condominium

Dear Sir/Madam:

The sponsor of the condominium offering plan for the captioned property retained our firm to review or prepare Schedule B which includes projections of common charges payable by the owners of the commercial unit(s). Our experience in this field includes:

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial unit(s) listed in Schedule B.

We have reviewed the Schedule as it impacts upon the commercial unit(s) and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on my/our experience in managing residential buildings.

We certify that the projections in Schedule B for common charges payable by the owners of commercial unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit(s) also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owners of the commercial unit(s):

(i) set forth in detail the projected common charges for the commercial unit(s) for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial units(s);

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) know the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial unit(s) for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Dated: August 8, 2005

PENMARK REALTY CORP.

By: _____

Name: Bernard Friedman
Title: President

Sworn to before me this
8th day of August, 2005

_____
Notary Public

JACQUELINE BAPTISTE
Notary Public, State of New York
No. 01BA6118097
Qualified in Queens County
Commission Expires November 1, 20[illegible]

PENMARK REALTY CORP