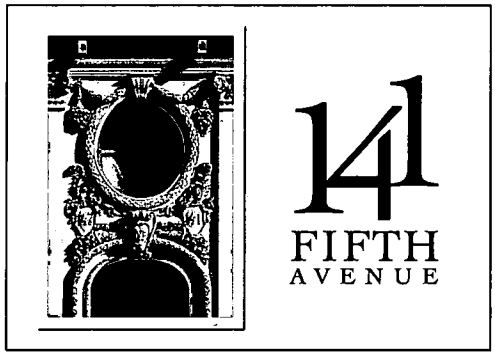
THIS PLAN HAS BEEN AMENDED. SEE INSIDE COVER.

CONDOMINIUM OFFERING PLAN FOR THE SALE OF THE RESIDENTIAL UNITS
IN A CONDOMINIUM KNOWN AS

141 FIFTH AVENUE CONDOMINIUM

141 FIFTH AVENUE
NEW YORK, NEW YORK 10010



38 RESIDENTIAL UNITS ..... $ 118,595,000.00
40 STORAGE BIN LICENSE AGREEMENTS ..... $ 735,000.00
TOTAL OFFERING ..... $ 119,330,000.00
The Condominium includes a Retail Unit and an Office Unit which are not owned by the Sponsor and are not the subject of this Offering.

SPONSOR
141 Acquisition Associates LLC
c/o Savanna Partners
10 East 53rd Street
New York, New York 10022
(212) 229-0101

SELLING AGENT
CORE Group Marketing
417 Fifth Avenue
New York, New York 10017
(212) 726-0726

The terms of the initial offering of this Plan commenced on April 24, 2007 and expires on April 23, 2008 unless the said date is extended in a duly filed amendment.

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.

SPONSORING IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS. CONSEQUENTLY, 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 AND 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).

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE 1 THROUGH 16.

ELEVENTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

141 FIFTH AVENUE CONDOMINIUM

141 FIFTH AVENUE
NEW YORK, NEW YORK 10010

DATED: March 23, 2009

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ELEVENTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

INTRODUCTION

This Eleventh Amendment modifies and supplements the terms of the Condominium Offering Plan for the premises known as 141 Fifth Avenue Condominium ("Condominium") located at 141 Fifth Avenue, New York, New York 10010 ("Building"), dated April 24, 2007 ("Plan"), amended by the First through the Tenth Amendments thereto, and should be read in conjunction with the Plan as amended.

The terms of this Eleventh Amendment are as follows:

1. FIRST YEAR OF CONDOMINIUM OPERATION

Sponsor presently anticipates that the First Closing of a Residential Unit will occur on or about June 15, 2009. If the First Closing does not occur by July 1, 2009, the date which is six (6) months from the anticipated First Year of Condominium Operation, Sponsor will amend the Plan to include a revised budget.

2. SCHEDULE A – OFFERING PRICES AND RELATED INFORMATION

Annexed as Exhibit "A" to the Tenth Amendment is a copy of the Schedule of Offering Prices and other Related Information.

3. INCORPORATION OF PLAN

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

4. DEFINITIONS

Any term used in this Amendment not otherwise defined herein shall have the same meaning ascribed to it in the Plan.

5. NO MATERIAL CHANGES

Except as set forth in this Amendment, there have been no material changes of facts or circumstances affecting the Property or the offering.

6. EXTENSION OF PLAN

The Plan, as modified and supplemented by this Amendment, is hereby extended for a period of six (6) months following the Filing Date of this Amendment unless the Plan is extended or amended.

SPONSOR:

141 ACQUISITION ASSOCIATES LLC

TENTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

141 FIFTH AVENUE CONDOMINIUM
141 FIFTH AVENUE
NEW YORK, NEW YORK 10010

DATED: September 24, 2008

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Exhibits

A – SCHEDULE A – OFFERING PRICES AND RELATED INFORMATION

TENTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

INTRODUCTION

This Tenth Amendment modifies and supplements the terms of the Condominium Offering Plan for the premises known as 141 Fifth Avenue Condominium ("Condominium") located at 141 Fifth Avenue, New York, New York 10010 ("Building"), dated April 24, 2007 ("Plan"), amended by the First through the Ninth Amendments thereto, and should be read in conjunction with the Plan as amended.

The terms of this Tenth Amendment are as follows:

1. FIRST YEAR OF CONDOMINIUM OPERATION

As reflected in the Eighth Amendment, Sponsor presently contemplates that the First Closing of a Residential Unit will occur on or about January 1, 2009.

2. SCHEDULE A – OFFERING PRICES AND RELATED INFORMATION

Annexed hereto as Exhibit "A" is a revised Schedule A which reflects current pricing.

3. INCORPORATION OF PLAN

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

4. DEFINITIONS

Any term used in this Amendment not otherwise defined herein shall have the same meaning ascribed to it in the Plan.

5. NO MATERIAL CHANGES

Except as set forth in this Amendment, there have been no material changes of facts or circumstances affecting the Property or the offering.

6. EXTENSION OF PLAN

The Plan, as modified and supplemented by this Amendment, is hereby extended for a period of six (6) months following the Filing Date of this Amendment unless the Plan is extended or amended.

SPONSOR:

141 ACQUISITION ASSOCIATES LLC

EXHIBIT "A"

SCHEDULE A – OFFERING PRICES AND RELATED INFORMATION

SCHEDULE A

141 FIFTH AVENUE CONDOMINIUM
141 Fifth Avenue, New York, New York 10010

SCHEDULE OF OFFERING PRICES AND OTHER RELATED INFORMATION

Sponsor: 141 Acquisition Associates LLC c/o Savanna Partners, 10 East 53rd St. New York, NY 10022

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR

THE FIRST YEAR OF CONDOMINIUM OPERATION JANUARY 1, 2009 TO DECEMBER 31, 2009

UNIT	BR/BTH	APPROX UNIT SQUARE FOOTAGE	APPROX TERRACE SQUARE FOOTAGE	OFFERING PRICE	% OF RESIDENTIAL COMMON ELEMENTS	% OF GENERAL COMMON ELEMENTS	PROJECTED MONTHLY REAL ESTATE TAXES	PROJECTED ANNUAL REAL ESTATE TAXES	PROJECTED MONTHLY COMMON CHARGES	PROJECTED TOTAL MONTHLY COMMON CHARGES AND REAL ESTATE TAXES
5	1/2+HO	1,205	489	$ 1,825,000	1.9958%	1.6749%	$ 1,403.74	$ 16,844.87	$ 1,277.87	$ 2,681.61
6	2/2.5+HO	1,757		$ 2,825,000	2.6420%	2.2172%	$ 1,858.26	$ 22,299.07	$ 1,691.83	$ 3,549.89
7	2/2.5+HO	1,819		$ 3,250,000	2.7352%	2.2955%	$ 1,923.83	$ 23,085.94	$ 1,751.33	$ 3,675.16
8	2/2	1,691		$ 2,500,000	2.5427%	2.1339%	$ 1,788.45	$ 21,461.42	$ 1,628.09	$ 3,416.54
9	1/2+HO	1,205		$ 1,585,000	1.8119%	1.5206%	$ 1,274.44	$ 15,293.33	$ 1,160.17	$ 2,434.61
10	2/2.5+HO	1,757		$ 2,835,000	2.6420%	2.2172%	$ 1,858.26	$ 22,299.07	$ 1,691.83	$ 3,549.89
11	2/2.5+HO	1,819		$ 3,375,000	2.7352%	2.2955%	$ 1,923.83	$ 23,085.94	$ 1,751.33	$ 3,675.16
12	2/2.5	1,791		$ 2,675,000	2.6931%	2.2601%	$ 1,894.21	$ 22,730.58	$ 1,724.37	$ 3,618.58
14	1/2+HO	1,205		$ 1,875,000	1.8119%	1.5206%	$ 1,274.44	$ 15,293.33	$ 1,160.17	$ 2,434.61
15	2/2.5+HO	1,720		$ 2,900,000	2.5863%	2.1705%	$ 1,819.12	$ 21,829.48	$ 1,656.01	$ 3,475.13
16	2/2.5+HO	1,766		$ 3,550,000	2.6555%	2.2286%	$ 1,867.77	$ 22,413.29	$ 1,700.30	$ 3,568.07
17	2/2.5	1,759		$ 2,700,000	2.6450%	2.2197%	$ 1,860.37	$ 22,324.45	$ 1,693.56	$ 3,553.93
18	1/2+HO	1,205		$ 1,645,000	1.8119%	1.5206%	$ 1,274.44	$ 15,293.33	$ 1,160.17	$ 2,434.61
19	2/2.5+HO	1,720		$ 2,950,000	2.5863%	2.1705%	$ 1,819.12	$ 21,829.48	$ 1,656.01	$ 3,475.13
20	2/2.5+HO	1,766		$ 3,700,000	2.6555%	2.2286%	$ 1,867.77	$ 22,413.29	$ 1,700.30	$ 3,568.07
21	2/2.5	1,759		$ 2,750,000	2.6450%	2.2197%	$ 1,860.37	$ 22,324.45	$ 1,693.56	$ 3,553.93
22	1/2+HO	1,203		$ 1,645,000	1.8089%	1.5181%	$ 1,272.33	$ 15,267.94	$ 1,158.24	$ 2,430.57
23	2/2.5+HO	1,722		$ 3,000,000	2.5893%	2.1730%	$ 1,821.24	$ 21,854.86	$ 1,657.94	$ 3,479.17
24	2/2.5+HO	1,788		$ 3,800,000	2.6555%	2.2286%	$ 1,867.77	$ 22,413.29	$ 1,700.30	$ 3,568.07
25	2/2.5	1,759		$ 2,800,000	2.6450%	2.2197%	$ 1,860.37	$ 22,324.45	$ 1,693.56	$ 3,553.93
26	1/2+HO	1,203		$ 1,695,000	1.8089%	1.5181%	$ 1,272.33	$ 15,267.94	$ 1,158.24	$ 2,430.57
27	2/2.5+HO	1,722		$ 3,075,000	2.5893%	2.1730%	$ 1,821.24	$ 21,854.86	$ 1,657.94	$ 3,479.17
28	2/2.5+HO	1,788		$ 3,900,000	2.6555%	2.2286%	$ 1,867.77	$ 22,413.29	$ 1,700.30	$ 3,568.07
29	2/2.5	1,759		$ 2,850,000	2.6450%	2.2197%	$ 1,860.37	$ 22,324.45	$ 1,693.56	$ 3,553.93
30	1/2+HO	1,203		$ 1,745,000	1.8089%	1.5181%	$ 1,272.33	$ 15,267.94	$ 1,158.24	$ 2,430.57
31	2/2.5+HO	1,759		$ 3,225,000	2.6450%	2.2197%	$ 1,860.37	$ 22,324.45	$ 1,693.56	$ 3,553.93
32	2/2.5+HO	1,819		$ 4,000,000	2.7352%	2.2955%	$ 1,923.83	$ 23,085.94	$ 1,751.33	$ 3,675.16
33	2/2.5	1,791		$ 2,900,000	2.6931%	2.2601%	$ 1,894.21	$ 22,730.58	$ 1,724.37	$ 3,618.58
34	1/2+HO	1,203		$ 1,770,000	1.8089%	1.5181%	$ 1,272.33	$ 15,267.94	$ 1,158.24	$ 2,430.57
35	2/2.5+HO	1,759		$ 3,375,000	2.6450%	2.2197%	$ 1,860.37	$ 22,324.45	$ 1,693.56	$ 3,553.93
36	2/2.5+HO	1,819		$ 4,100,000	2.7352%	2.2955%	$ 1,923.83	$ 23,085.94	$ 1,751.33	$ 3,675.16
37	2/2.5	1,791		$ 3,050,000	2.6931%	2.2601%	$ 1,894.21	$ 22,730.58	$ 1,724.37	$ 3,618.58
38	2/2.5+HO	1,770		$ 4,200,000	2.6615%	2.2336%	$ 1,872.00	$ 22,464.06	$ 1,704.15	$ 3,576.15
39	2/2.5+HO	1,813		$ 3,150,000	2.7282%	2.2879%	$ 1,917.48	$ 23,009.79	$ 1,745.55	$ 3,663.03
Sub Total		55,571		$ 97,320,000	83.7448%	70.2812%	$ 58,902.84	$ 706,834.09	$ 53,621.26	$ 112,524.10
PH East	3/3+library	2,185	362	$ 4,750,000	3.4216%	2.8715%	$ 2,406.64	$ 28,879.64	$ 2,190.84	$ 4,597.48
PH West	3/3.5	2,583	285	$ 8,250,000	3.9811%	3.3242%	$ 2,786.08	$ 33,432.74	$ 2,536.25	$ 5,322.31
CUPOLA	2/3.5+HO	3,200	789	$ 12,000,000	5.1084%	4.2871%	$ 3,593.03	$ 43,116.39	$ 3,270.86	$ 6,863.89
PH North	3/3.5+HO	2,407	385	$ 5,500,000	3.7841%	3.1589%	$ 2,647.51	$ 31,770.14	$ 2,410.12	$ 5,057.63
Sub Total		10,355	2,310	$ 28,500,000	16.2552%	13.8418%	$ 11,433.24	$ 137,198.91	$ 10,408.07	$ 21,841.31
RES TOTAL		65,926	2,310	$ 125,820,000	100.0000%	83.9230%	$ 70,336.08	$ 844,033.00	$ 64,029.33	$ 134,365.42
Office Unit	N/A	8,822	N/A	not offered for sale	N/A	8.0240%	N/A	N/A	$ 4,183.42	N/A
Retail Unit	N/A	7,273	N/A	not offered for sale	N/A	8.0530%	N/A	N/A	$ 1,787.25	N/A
Total	N/A	N/A	N/A	$ 125,820,000	100.0000%	100.0000%	N/A	N/A	$ 70,000.00	N/A

SPECIAL NOTE: The real estate taxes listed above are for the first year of operation, which is lower than the second year of operation because the first year figures include a period of time when the building was taxed as though it were unrenovated. Based on the opinion of Tuchman, Katz, Schwartz, Gelles, Korngold & Weiss, LLP (as more fully set forth in Part I of the Plan), it is estimated that the real estate taxes for the second year of operation will total approximately $1,054,968, which represents a 32.24% increase over the real estate taxes estimated for the first year of operation.

Notes to Schedule A

1. The Floor Plans depicting layouts of Residential Units in this Schedule A appear in Part II of the Plan. Purchasers should note that the square footage of each Residential Unit as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan is approximate within reasonable tolerances. The room count for each Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

2. The purchase prices and other terms of sale of Residential Units may be negotiated by Sponsor and, therefore, may be changed. No such change will be made other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease purchase prices or modify other terms of sale without filing an amendment to the Plan at any time during the offering period if such a decrease in the purchase price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction (see the section of the Plan entitled "Changes in Prices and Units"). In addition to the purchase price, Purchaser will be responsible at Closing for certain closing costs as explained in the Section entitled "Closing Costs and Adjustments" in Part I of the Plan including, without limitation, the obligation to contribute one month's common charges to the working capital fund of the Condominium. Purchasers are advised to consult with their attorneys as to the exact closing costs they will incur in purchasing their Units.

3. (a) The respective Percentage Interest of each Unit in the Common Elements, in accordance with the provisions of Section 339-i(l)(iv) of the New York Condominium Act, is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. In the event that Sponsor negotiates with individual purchasers to change the layout or dimensions of their respective Residential Units and such changes involves the inclusion, in the Residential Unit, of areas formerly designated as Common Elements, or involves adding to the Common Elements, space that was previously incorporated in the Residential Units, the Common Elements of all of the Residential Units may change slightly. Any such change in the Common Elements prior to the recording of the Declaration shall not be deemed a material change and shall not give rise to a right of rescission on the part of any purchaser.

(b) The percent interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that the Common Interest of such Residential Unit bears to the aggregate Common Interests of all Residential Units.

4. The estimates contained in this schedule were computed by Sponsor's Condominium Budget Expert on the assumption that the first year of Condominium operation will be the year from January 1, 2009 through December 31, 2009, and are based on such Condominium Budget Expert's estimate of the receipts and expenses of the Residential Section for the projected year. The actual first year of Condominium operation may be earlier or later than such year. If the actual or anticipated date of commencement of condominium operation is delayed by more than six (6) months from the commencement of the projected first year of condominium operation, Sponsor will amend the Plan to include a revised budget disclosing current projections. If such amended projections in the aggregate exceed original projections by twenty-five (25%) percent or more, Sponsor will offer all purchasers the right to rescind for a period of fifteen (15) days after the date of the presentation of the amendment setting forth the right to rescind.

The estimated monthly Residential Common Charges for each Residential Unit are based on the Schedule B - Projected Budget for First Year of Condominium Operation prepared by Sponsor's Condominium Budget Expert. The estimated monthly Residential Common Charges include the cost of central heating for the Units. Each individual Residential Unit is provided with incremental HVAC heating/air conditioning units. The maintenance and operating cost of the HVAC units are borne by the individual Residential Unit Owners. Please refer to Schedule B-i "Energy Costs Projection" from MGJ Associates, Inc., the Sponsor's mechanical engineer, for further information regarding estimated energy costs. In addition to these estimated payments, each Residential Unit Owner will be responsible for real estate taxes for such Residential Unit, mortgage payments under a loan or loans, if any, obtained to finance the purchase of the Residential Unit, the cost of electricity supplied to the Residential Unit which will be separately submetered and payable by the Unit Owner to the Condominium Board, the insurance which must be carried by each Residential Unit Owner with respect to liability and casualty to the contents of the Unit and the Storage Bins and the cost of interior repairs and decorations to the Residential Unit. Until the Residential Units are separately assessed, real estate taxes shall be part of Common Expenses, as provided in the Condominium By-Laws. In addition, capital repairs, additions, improvements, alterations and restorations to Residential Section are Residential Common Expenses which will be borne solely by the Residential Unit Owners. The first year of operation may include a portion of the year in which the Buildings are not fully occupied or all services are not provided. Accordingly, the first year of operation may not be indicative of subsequent years.

5. Assuming the Property does not receive any abatement from real estate taxes, it is estimated that the aggregate real estate taxes attributable to all Residential Unit Owners for the first year of the Condominium's projected operation will total approximately $844,033, based on an opinion prepared by Tuchman, Korngold, Weiss, Lippman & Gelles LLP, 6 East 45th Street, New York, NY 10017, dated October 19, 2007 which assumes (a) a projected taxable assessed valuation attributable to the residential portion of the Property of $5,186,281 for the 2008/2009 tax year and a projected residential tax rate of 12.737% per $100 of assessed valuation for tax year 2008/09, and (b) a projected residential taxable assessed valuation attributable to the residential portion of the Property of $7,903,751 for the 2009/10 tax year and a projected tax rate of 13.000% per $100 of assessed valuation for tax year 2009/10. Purchasers should note that the real estate taxes for the first year of the Condominium's projected operation are less than the taxes will be for the second year of Condominium operation since the first year's tax estimate includes six (6) months of assessed valuation of the Property prior to the completion of the Building which is a substantially lower valuation. Assuming the Property does not receive any abatement from real estate taxes, the projected taxes for the tax year of July 1, 2009-June 30, 2010 (which comprise the last six months of the Condominium's first year of projected operations and the first six months of Condominium's second year of operations) will be approximately $11,027,488. The estimates for taxes in the second year of operation are set forth in the opinion of Tuchman, Korngold, Weiss, Lippman & Gelles, LLP included in Part I of the Plan.

NEITHER SPONSOR, ITS PRINCIPALS, MANAGERS, MEMBERS, AGENTS, DESIGNEES, EMPLOYEES OR AFFILIATES NOR THE SELLING AGENT OR ITS PRINCIPALS, MANAGERS, MEMBERS, AGENTS, DESIGNEES, EMPLOYEES OR AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE, OR THE ACTUAL ASSESSED TAXES WILL NOT BE CHANGED.

Prior to the issuance of separate tax lots, the real estate tax estimates for each Residential Unit will be determined by multiplying the total taxes due with respect to the Residential Units by a percentage derived by dividing the Common Interest of each Residential Unit by the total Common Interests of all Residential Units. Upon determination of individual tax lots and individual Residential Unit assessments, the New York City tax authorities may allocate taxes between the Residential Units in proportion to each Residential Unit's percentage interest in the Common Elements rather than purchase price, or some

combination of the two, and if so, Residential Units having the same percentage interest may pay different real estate taxes.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY (i) that the New York City tax assessor will allocate individual Residential Unit assessments on the basis of each Residential Unit's percentage interest in the Common Elements; (ii) that the taxable assessed value of the residential portion of the Property during the fiscal tax years 2008/09 and 2009/10 will be $5,186,281 and $7,903,751 respectively, or (iii) that the residential tax rates will be 12.737% and 13.000% per $100 of assessed value for fiscal years 2008/09 and 2009/10 respectively.

See the Section entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium" and the Tax Opinion of Wolf Haldenstein Adler Freeman & Herz LLP in Part I of the Plan for a discussion concerning the deductibility of real estate taxes paid with respect to a Residential Unit.

NINTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

141 FIFTH AVENUE CONDOMINIUM
141 FIFTH AVENUE
NEW YORK, NEW YORK 10010

DATED: April 23, 2008

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EXHIBIT

A	FLOOR PLANS
B	AFFIDAVIT IN SUPPORT OF DECLARING PLAN EFFECTIVE
C	RESCISSION NOTICE
D	WAIVER NOTICE

NINTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

INTRODUCTION

This Ninth Amendment modifies and supplements the terms of the Condominium Offering Plan for the premises known as 141 Fifth Avenue Condominium ("Condominium") located at 141 Fifth Avenue, New York, New York 10010 ("Building"), dated April 24, 2007 ("Plan"), amended by the First through the Eighth Amendments thereto, and should be read in conjunction with the Plan as amended.

The terms of this Ninth Amendment are as follows:

1. COMBINATION OF CERTAIN RESIDENTIAL UNITS/CHANG IN NUMBER OF RESIDENTIAL UNITS

As a result of the combination of Residential Units, 9 and 10, 18 and 19 26 and 27 and 30 and 31, the total number of Residential Units in the Condominium will be 34.

Annexed hereto as Exhibit "A' are the revised Floor Plans for the combined Residential Units.

As a result of such combinations, the total number of Residential Units in the Condominium will be 34.

2. PLAN DECLARED EFFECTIVE

Sponsor hereby declares the Plan effective based upon the receipt and acceptance of 23 Purchase Agreements from bona fide purchasers for 68% of the Units offered for sale. A copy of an "Affidavit in Support of Declaring the Plan Effective" is annexed to this Amendment as Exhibit "B."

3. CEILING HEIGHTS/OFFER OF RESCISSION

The ceiling heights for Residential Units 5 (3A), 6 (3B), 7 (3C) and 8 (3D) reflected on the Floor Plans set forth in Part II of the Plan are no longer accurate. The ceiling heights in these units will now be approximately 9 feet in all rooms.

As a result of this change, Sponsor hereby offers Purchasers of Units 7 and 8 the right to rescind their Purchase Agreements for a period of 15 days following the Presentation Date of this Amendment ("Rescission Period") as described below.

(a) Rescission Notice

In order to rescind the Purchase Agreement for Units 7 and 8, the Rescission Notice set forth as Exhibit "C" annexed to this Amendment must be sent to Sponsor no later than 5:00P.M. of the last day of the Rescission Period as follows: (1) by personally delivering the fully-executed Rescission Notice to Starr Associates LLP, 245 Fifth Avenue, Suite 1102, New York, New York 10016, Attention ; Samantha Sheeber, Esq., between 9:00A.M. and 5:00P.M., or (2) by mailing, by certified mail, return receipt requested, the fully-executed Rescission Notice to Starr Associates LLP, 245 Fifth Avenue, Suite 1102, New York, New York 10016, Attention ; Samantha Sheeber, Esq. If multiple Purchasers executed the Purchase Agreement, then all of the Purchasers must sign the Rescission Notice. Escrow Agent will return the Deposit together with interest accrued, if any, within 30 days following the expiration of the Rescission Period to any Purchaser who timely rescinds as set forth above.

In the event a Purchaser timely rescinds, the Purchase Agreement shall be deemed cancelled as of the date of the Rescission Notice and Purchaser and Sponsor shall be released and discharged of all further liability and obligations under the Purchase Agreement and the Plan, except for Sponsor's obligation to return the Deposit to Purchaser together with interest accrued, if any. In addition, Sponsor may sell the Residential Unit to another purchaser as though the Purchase Agreement had never been made, and without any obligation to account for any proceeds of such sale.

(b) Waiver Notice

A Purchaser who does not wish to rescind the Purchase Agreement is not required to do anything and such Purchase Agreement will remain in full force and effect. Nevertheless, any Purchaser who elects to waive the right to rescind may do so by Purchaser personally delivering a fully-executed Waiver Notice set forth as Exhibit "D" annexed to this Amendment to Sponsor during the Rescission Period to Starr Associates LLP, 245 Fifth Avenue, Suite 1102, New York, NY 10016, Attention: Samantha Sheeber, Esq. If multiple Purchasers executed the Purchase Agreement, then all of the Purchasers must sign the Waiver Notice.

4. DEFINITIONS

Any term used in this Amendment not otherwise defined herein shall have the same meaning ascribed to it in the Offering Plan.

5. NO MATERIAL CHANGES

Except as set forth in this Amendment, there have been no material changes of facts or circumstances affecting the Property or the offering.

6. INCORPORATION OF OFFERING PLAN

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

7. **EXTENSION OF PLAN**

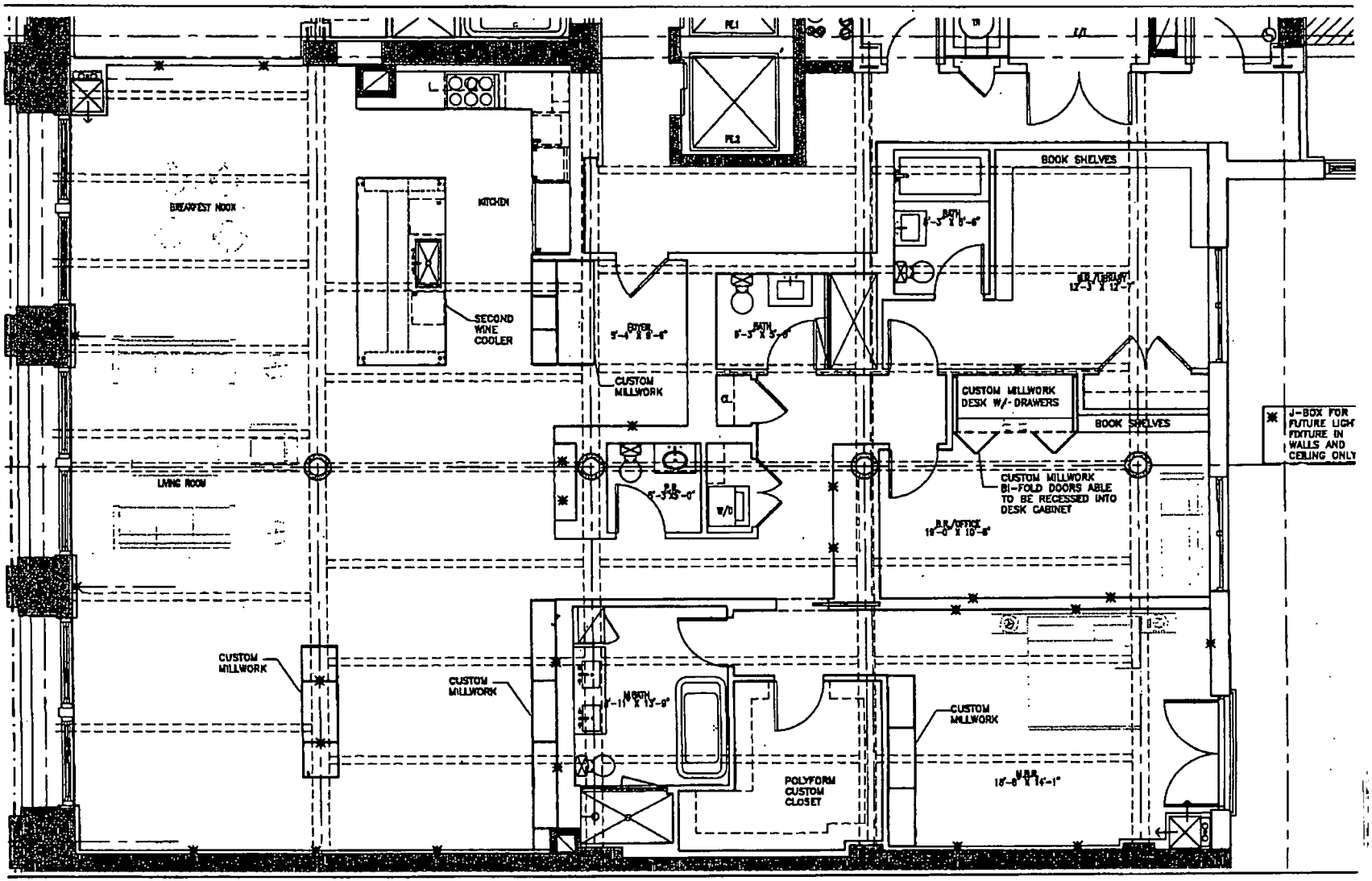
The Plan, as modified and supplemented by this Amendment, is hereby extended for six (6) months following the filing date of this Amendment, unless the Plan is extended or amended.

SPONSOR:

141 ACQUISITION ASSOCIATES LLC

EXHIBIT "A"

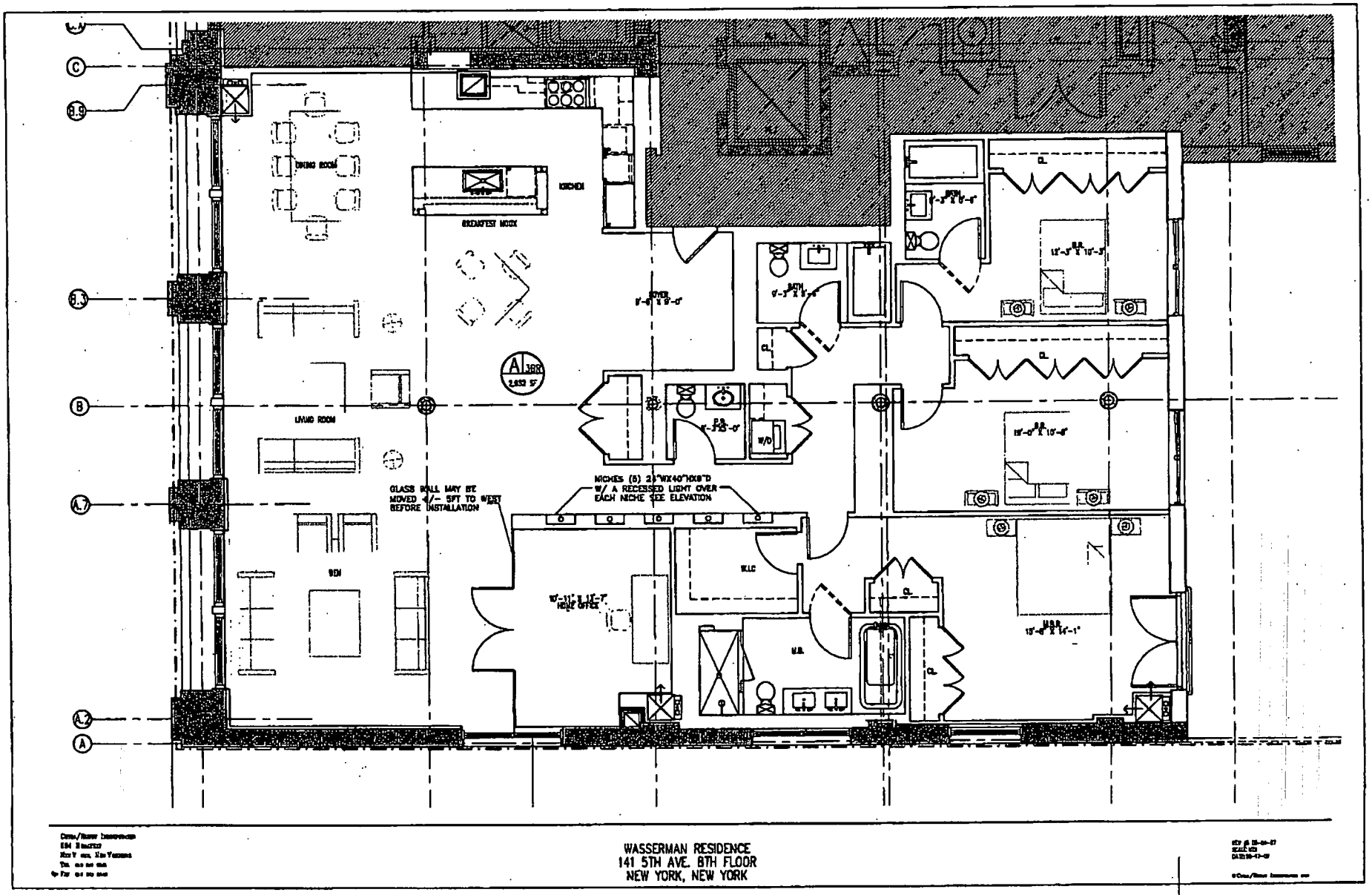
FLOOR PLANS



HANKIN RESIDENCE
141 5TH AVE. 4TH FLOOR
NEW YORK, NEW YORK

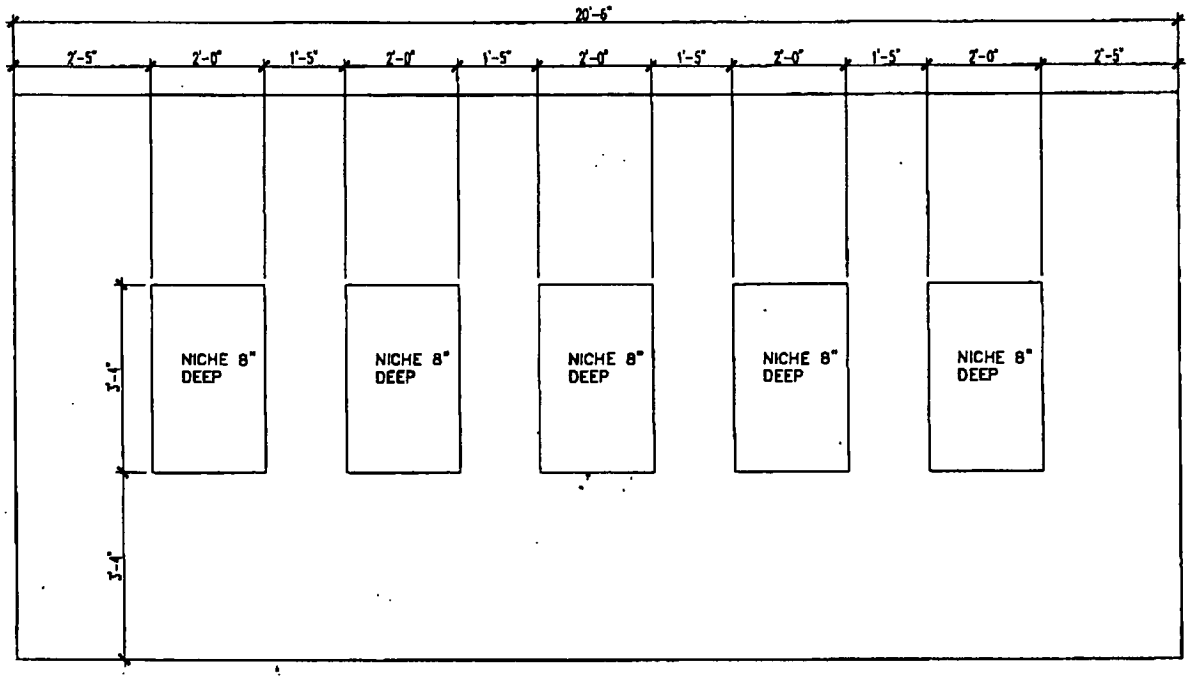
Unit 4/4

Exhibit "A" Unit 26/27



WASSERMAN RESIDENCE
141 5TH AVE. 8TH FLOOR
NEW YORK, NEW YORK

Exhibit "A"



WASSERMAN RESIDENCE
141 5TH AVE. 8TH FLOOR
NEW YORK, NEW YORK

Exhibit "A" Unit 30|31

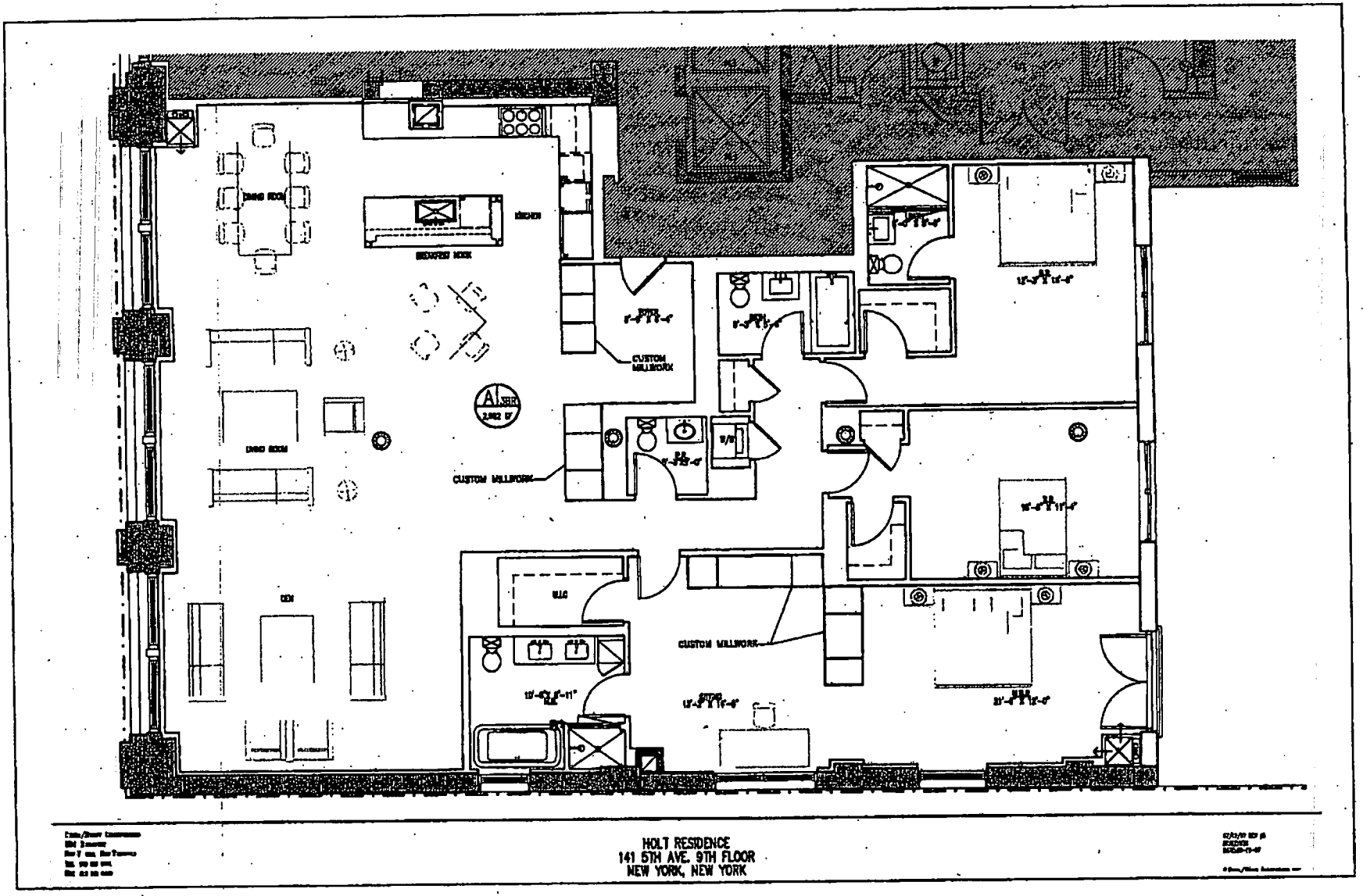


EXHIBIT "B"

AFFIDAVIT IN SUPPORT OF DECLARING THE PLAN EFFECTIVE

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

The undersigned, being duly sworn to, deposes and says:

1. 141 ACQUISITION ASSOCIATES, LLC ("Sponsor") is a limited liability company organized and existing under the laws of the State of New York and Sponsor of the Condominium Offering Plan ("Plan") for the premises located at 141 5th Avenue, New York, New York ("Property").

2. The Plan is a new construction condominium plan promulgated pursuant to Section 352-e of the General Business Law and Part 20 of the Regulations. The Plan was accepted for filing by the Department of Law on April 24, 2007 under File No. CD06-0195.

3. The Plan is hereby declared effective based upon the receipt and acceptance of 23 Purchase Agreements from bona fide purchasers which represents 68% of the Units being offered for sale under the Plan.

4. All purchasers counted for purposes of declaring the Plan effective: (i) are bona fide purchasers, (ii) are not purchasing as an accommodation to, or for the account or benefit of, Sponsor or principals of Sponsor, and (iii) have duly executed Purchase Agreements and have paid a Deposit.

5. There are no material changes to the projected budget for the first year of condominium operation which have not been disclosed in the Plan, as amended.

6. No purchaser counted for purposes of declaring the Plan effective is Sponsor, selling agent or managing agent, or is a principal of Sponsor, selling agent or managing agent or who is related to Sponsor, selling agent or managing agent or to any principal of Sponsor, selling agent or managing agent by blood, marriage, or adoption or as an employee, a shareholder or a limited partner.

7. Annexed hereto is a Schedule of Units which are being counted for purposes of declaring the Plan effective.

8. The undersigned hereby submits this affidavit to the Department of Law in support of declaring the Plan effective and make the above statements knowing that the Department of Law will rely on such representations in order to accept for filing the effectiveness for the Property.

SPONSOR:

141 ACQUISITION ASSOCIATES, LLC

By: _____
Name: Christopher Schlank
Title: Member

Sworn to before me this
22 day of April, 2008

_____
Notary Public

SYDNEY LEVINE
Notary Public, State of New York
No. 02LE6153422
Qualified in New York County
Commission Expires October 2, 2010

SYDNEY LEVINE
Notary [illegible] New York
[illegible]
C[illegible] 2, 2010
Cor[illegible]

SCHEDULE OF UNITS

141 FIFTH AVENUE CONDOMINIUM
141 FIFTH AVENUE
NEW YORK, NEW YORK

(1) Unit No.	(2) Date of Purchase Agreement
9/10	October 24, 2007
11	May 24, 2007
12	January 3, 2008
15	May 24, 2007
16	May 24, 2007
17	May 24, 2007
20	September 10, 2007
21	January 10, 2008
22	June 5, 2007
23	July 26, 2007
24	September 10, 2007
25	July 31, 2007
26/27	June 29,2007
28	July 16, 2007
29	May 24, 2007
30/31	July 18, 2007
32	May 24, 2007
33	May 24, 2007
34	May 24, 2007
35	June 28, 2007
36	February 27, 2008
37	December 5, 2007
PH North	November 26, 2007

EXHIBIT "C"

RESCISSION NOTICE

RESCISSION NOTICE

Dated: _____

By Certified Mail
Return Receipt Requested or By Personal Delivery

To: Starr Associates LLP
245 Fifth Avenue, Suite 1102
New York, NY 10016
Attn: Samantha Sheeber

Re: Residential Unit _____
141 Fifth Avenue Condominium
141 Fifth Avenue
New York, New York 10010

Gentlemen:

The undersigned are ALL of the purchasers (collectively, "Purchaser") who executed the Purchase Agreement for the above-referenced Residential Unit. Purchaser hereby elects to rescind the Purchase Agreement in accordance with the terms of the Ninth Amendment to the Plan.

Purchaser agrees that the Purchase Agreement shall be deemed cancelled as of the date of this Rescission Notice and that Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Purchase Agreement and the Plan, except for Sponsor's obligation to return the Deposit to Purchaser together with interest accrued, if any. Purchaser further agrees that the Residential Unit may be sold to another as though the Purchase Agreement had never been made, and without any obligation to account to Purchaser for any proceeds for such sale.

Very truly yours,

_____
Name:

_____
Name:

EXHIBIT "D"

WAIVER NOTICE

WAIVER NOTICE

Dated: _____

By Certified Mail
Return Receipt Requested or By Personal Delivery

To: Starr Associates LLP
245 Fifth Avenue, Suite 1102
New York, NY 10016
Attn: Samantha Sheeber

Re: Residential Unit _____
141 Fifth Avenue Condominium
141 Fifth Avenue
New York, New York 10010

Gentlemen:

The undersigned are ALL of the purchasers who executed the Purchase Agreement for the above- referenced Residential Unit. The undersigned hereby elect to waive the undersigned's right to rescind the Purchase Agreement in accordance with the terms of the Ninth Amendment to the Plan.

Very truly yours,

_____
Name:

_____
Name:

EIGHTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

141 FIFTH AVENUE CONDOMINIUM
141 FIFTH AVENUE
NEW YORK, NEW YORK 10010

DATED: November 5, 2007

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Exhibit

A	RESCISSION NOTICE
B	WAIVER NOTICE
C	SCHEDULE B – FIRST YEAR'S BUDGET
D	CERTIFICATON OF BUDGET EXPERT
E	CERTIFICATION OF BUDGET EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNERS.
F	REAL ESTATE TAX OPINION LETTER
G	SCHEDULE A – OFFERING PRICES AND RELATED INFORMATION

EIGHTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

INTRODUCTION

This Eighth Amendment modifies and supplements the terms of the Condominium Offering Plan for the premises known as 141 Fifth Avenue Condominium ("Condominium") located at 141 Fifth Avenue, New York, New York 10010 ("Building"), dated April 24, 2007 ("Plan"), amended by the First through the Seventh Amendments thereto, and should be read in conjunction with the Plan as amended.

The terms of this Eighth Amendment are as follows:

1. FIRST YEAR OF CONDOMINIUM OPERATION/OFFER OF RESCISSION

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, construction of the Building will be sufficiently completed to permit the closing of residential units to begin on or about January 1, 2009.

All references in the Offering Plan to the First Year of Condominium Operation shall mean January 1, 2009 through December 31, 2009.

As a result of this change in the First Year of Condominium Operation, Sponsor hereby offers all Purchasers who have fully executed Purchase Agreements and paid the required Deposits prior to the Filing Date of this Amendment the right to rescind their Purchase Agreements for a period of 15 days following the Presentation Date of this Amendment ("Rescission Period") as described below.

(a) Rescission Notice

In order to rescind the Purchase Agreement, the Rescission Notice set forth as Exhibit "A" annexed to this Amendment must be sent to Sponsor no later than 5:00P.M. of the last day of the Rescission Period as follows: (1) by personally delivering the fully-executed Rescission Notice to Starr Associates LLP, 245 Fifth Avenue, Suite 1102, New York, New York 10016, Attention ; Samantha Sheeber, Esq., between 9:00A.M. and 5:00P.M., or (2) by mailing, by certified mail, return receipt requested, the fully-executed Rescission Notice to Starr Associates LLP, 245 Fifth Avenue, Suite 1102, New York, New York 10016, Attention ; Samantha Sheeber, Esq. If multiple Purchasers executed the Purchase Agreement, then all of the Purchasers must sign the Rescission Notice. Escrow Agent will return the Deposit together with interest accrued, if any, within 30 days following the expiration of the Rescission Period to any Purchaser who timely rescinds as set forth above.

In the event a Purchaser timely rescinds, the Purchase Agreement shall be deemed cancelled as of the date of the Rescission Notice and Purchaser and Sponsor shall be released and discharged of all further liability and obligations under the Purchase Agreement and the Plan, except for Sponsor's

obligation to return the Deposit to Purchaser together with interest accrued, if any. In addition, Sponsor may sell the Residential Unit to another purchaser as through the Purchase Agreement had never been made, and without any obligation to account for any proceeds of such sale.

(b) Waiver Notice

A Purchaser who does not wish to rescind the Purchase Agreement is not required to do anything and such Purchase Agreement will remain in full force and effect. Nevertheless, any Purchaser who elects to waive the right to rescind may do so by Purchaser personally delivering a fully-executed Waiver Notice set forth as Exhibit "B" annexed to this Amendment to Sponsor during the Rescission Period to Starr Associates LLP, 245 Fifth Avenue, Suite 1102, New York, NY 10016, Attention: Samantha Sheeber, Esq. If multiple Purchasers executed the Purchase Agreement, then all of the Purchasers must sign the Waiver Notice.

2. SCHEDULE B – FIRST YEAR'S BUDGET

Annexed hereto as Exhibit "C" is a copy of the updated and revised Schedule B – First Year's Budget for the first year of Condominium operation commencing January 1, 2009, which reflects an increase in the common charges.

Annexed hereto as Exhibit "D" is an updated Certification of Budget Expert.

Annexed hereto as Exhibit "E" is an updated Certification of Budget Expert Concerning Adequacy of Common Charges Payable by the Commercial Unit Owners.

3. REAL ESTATE TAX OPINION

Annexed hereto as Exhibit "F" is an updated Real Estate Tax Opinion, which has been updated to reflect that the first year of condominium operation is now expected to commence on January 1, 2009.

4. SCHEDULE A – PURCHASE PRICES AND RELATED INFORMATION

Annexed hereto as Exhibit "G" is a revised "Schedule A – Purchase Prices and Related Information" which incorporates all of the updated information set forth herein.

5. INCORPORATION OF PLAN

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

6. DEFINITIONS

Any term used in this Amendment not otherwise defined herein shall have the same meaning ascribed to it in the Plan.

7. NO MATERIAL CHANGES

Except as set forth in this Amendment, there have been no material changes of facts or circumstances affecting the Property or the offering.

8. **EXTENSION OF PLAN**

The Plan, as modified and supplemented by this Amendment, is hereby extended for a period of six (6) months following the Filing Date of this Amendment unless the Plan is extended or amended.

SPONSOR:

141 ACQUISITION ASSOCIATES LLC

EXHIBIT "A"

RESCISSION NOTICE

RESCISSION NOTICE

Dated: _____

By Certified Mail
Return Receipt Requested or By Personal Delivery

To: Starr Associates LLP
245 Fifth Avenue, Suite 1102
New York, NY 10016
Attn: Samantha Sheeber

Re: Residential Unit _____
141 Fifth Avenue Condominium1
141 Fifth Avenue
New York, New York 10010

Gentlemen:

The undersigned are ALL of the purchasers (collectively, "Purchaser") who executed the Purchase Agreement for the above-referenced Residential Unit. Purchaser hereby elects to rescind the Purchase Agreement in accordance with the terms of the Eighth Amendment to the Plan.

Purchaser agrees that the Purchase Agreement shall be deemed cancelled as of the date of this Rescission Notice and that Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Purchase Agreement and the Plan, except for Sponsor's obligation to return the Deposit to Purchaser together with interest accrued, if any. Purchaser further agrees that the Residential Unit may be sold to another as though the Purchase Agreement had never been made, and without any obligation to account to Purchaser for any proceeds for such sale.

Very truly yours,

_____
Name:

_____
Name:

EXHIBIT "B"

WAIVER NOTICE

WAIVER NOTICE

Dated: _____

By Certified Mail
Return Receipt Requested or By Personal Delivery

To: Starr Associates LLP
245 Fifth Avenue, Suite 1102
New York, NY 10016
Attn: Samantha Sheeber

Re: Residential Unit _____
141 Fifth Avenue Condominium
141 Fifth Avenue
New York, New York 10010

Gentlemen:

The undersigned are ALL of the purchasers who executed the Purchase Agreement for the above- referenced Residential Unit. The undersigned hereby elect to waive the undersigned's right to rescind the Purchase Agreement in accordance with the terms of the Eighth Amendment to the Plan.

Very truly yours,

_____
Name:

_____
Name:

EXHIBIT "C"

SCHEDULE B – FIRST YEAR'S BUDGET

141 5TH AVENUE CONDOMINIUM

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

January 1, 2009 - December 31, 2009

Income:

	TYPE OF INCOME	PROJECTED RESIDENTIAL	PROJECTED OFFICE	PROJECTED RETAIL	PROJECTED TOTAL
(1)	Residential Common Charges	768,352	0	0	768,352
(2)	Office Unit Common Charges	0	50,201	0	50,201
(3)	Retail Unit Common Charges	0	0	21,447	21,447
(4)	**General Common Charges - Total Income**	**768,352**	**50,201**	**21,447**	**840,000**

Expenses:

	TYPE OF EXPENSE	PROJECTED RESIDENTIAL	PROJECTED OFFICE	PROJECTED RETAIL	PROJECTED TOTAL
(5)	Labor	137,281	13,126	4,048	154,455
(6)	Steam - Heating & Hot Water	133,245	0	0	133,245
(7)	Gas - Heating & Cooling	23,210	2,219	0	25,429
(8)	Gas - Cooking	3,575	0	0	3,575
(9)	Electricity	140,867	12,370	980	154,217
(10)	Water Charges & Sewer Rents	25,734	2,461	0	28,195
(11)	Service Contracts	165,226	6,714	3,060	175,000
(12)	Repairs, Maintenance & Supplies	25,177	2,407	2,416	30,000
(13)	Insurance	40,244	3,848	3,862	47,954
(14)	Management Fees	28,702	2,744	2,754	34,200
(15)	Legal Fees & Audit Fees	9,231	883	886	11,000
(16)	Administrative Expenses	8,392	803	805	10,000
(17)	Miscellaneous Expenses (Permits, Fees, Taxes)	6,714	642	644	8,000
(18)	Contingency	20,754	1,984	1,992	24,730
	Total Expense:	**768,352**	**50,201**	**21,447**	**840,000**
	Net Difference:	0	0	0	0

10/16/07

Footnotes to 141 Fifth Condominium Budget

(1) Residential Common Charges **$768,352**

The Common Charges levied upon the Residential Units shall be based on the portion of each item comprising the projected ~~General Common Expenses and Services that is fairly and properly~~ attributable to the Residential Units, Residential Common Elements, Residential/Office Common Elements, and Residential Limited Common Elements associated with the Residential Units. The Residential Common Charges for individual units are derived by evaluating the relative size, layout and amenities of each unit and assigning a proportionate percentage to that unit relative to the rest of the residential units in the Condominium. Based on the project information provided by the Sponsor, the residential component of the Building will be comprised of 83.923% of the overall condominium. Any dispute regarding one or more of the items comprising the General Common Charges levied on the Residential Units shall be resolved by arbitration pursuant to the By-Laws.

(2) Office Unit Common Charges **$ 50,201**

The Common Charges levied upon the Office Unit shall be based on the portion and pro-rata share of each item comprising the projected Common Expenses and Services that is fairly and properly attributable to the Office Unit and Residential/Office Common Elements associated with the Office Unit. The Office Unit Common Charges are derived by evaluating the relative size, layout and amenities of each unit and assigning a proportionate percentage to that unit relative to the rest of the Condominium, as well as those services that are actually furnished by the Condominium to the Office Unit. These include payroll expenses for the superintendent & concierge, service contracts, repairs, maintenance & supplies, insurance, management, legal & audit fees, administrative, miscellaneous & contingency expenses. The cost of the concierge service to be provided by JD Concierge Services will be prorated for the Office Unit at the rate of the general concierge labor cost. Proportional electric expense is based on services & systems usage by the Office Unit. There will be no Steam - Heating/Hot Water Expense as this service will be sub-metered directly by the by the Building to the Office Unit. Based on the project information provided by the Sponsor, the Office Component of the Building will be comprised of 8.024% of

the overall condominium. Any dispute regarding one or more of the items comprising the General Common Charges levied on the Office Units shall be resolved by arbitration pursuant to the By-Laws.

(3) Retail Unit Common Charges $ 21,447

The Common Charges levied upon the Retail Unit shall be based on the portion and pro-rata share of each item comprising the projected General Common Expenses and Services that is fairly and properly attributable to the Retail Unit. The Retail Unit Common Charges are derived by evaluating the relative size, layout and amenities of each unit and assigning a proportionate percentage to that unit relative to the rest of the Condominium, as well as those services that are actually furnished by the Condominium to the Retail Unit. These include payroll expenses for the superintendent (not the Concierge), service contracts (excluding elevator & compactor), repairs, maintenance & supplies, insurance, management, legal & audit fees, administrative, miscellaneous & contingency expenses. Proportional electric expense is based on services & systems usage by the Retail Unit. There will be no Steam - Heat/Hot Water or Water/Sewer expense as these services will be sub-metered with the cost borne by the Retail Unit. Based on the project information provided by the Sponsor, the Retail Component of the building will be comprised of 8.053% of the overall condominium. Any dispute regarding one or more of the items comprising the Common Charges levied on the Retail Unit shall be resolved by arbitration pursuant to the By-Laws.

(4) General Common Charges - Total Income $840,000

The General Common Charges shall be used solely to pay the projected General Common Expenses, which are the projected Costs and Expenses: (a) to Maintain, Repair, Alter, lease, license, sell, mortgage, manage and otherwise Operate and make any Disposition of the General Common Elements and the Association's General Properties; (b) to provide services to all Unit Owners; (c) to conduct the affairs affecting or benefitting the entire Property or all Unit Owners (including the collection of the General Common Charges and the commencement or defense of Lawsuits relating to the non-payment of the General Common

Charges). The General Common Expenses allocated to all Units shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount of a projected General Common Expense item fairly and properly attributable to a Commercial Unit or to a Residential Units would otherwise require, in which case such fair and proper apportionment shall be used in accordance with the Special Allocation and Apportionment Rule and Section 339-m of the Condominium Act. Pursuant thereto, the items comprising the Specially Apportioned General Common Expense (viz. Gas, Electric, Water and Sewer Charges, Insurance, Management Fee, Legal, Audit, Administrative & Miscellaneous expenses, Contingencies and real estate Taxes) shall be apportioned and assessed among all Units as provided in Article 9, Section 9.1.3 of the Declaration, and the Offering Plan. Any dispute regarding one or more items comprising the General Common Charges shall be resolved by arbitration pursuant to the Condominium's By-Laws.

(5) Labor **$154,455**

The figure shown includes wages, workers' compensation and disability insurance, payroll taxes and payroll processing. It also includes pay for five (5) paid sick days. The Condominium staff will consist of one full-time Superintendent, working forty (40) hours per week at a salaried rate of $20.00 per hour and two weeks vacation and a concierge staff on duty 7 days a week, 16 hours a day, Monday through Friday and 24 hours a day, Saturday and Sunday (128 hours total) at a salaried rate of $13.00 per hour and one week vacation. The figures below assume non-unionized employees. Additional cost associated with the first year of operation are provided for in the labor cost.

Wage and Payroll Tax Details:

SUPERINTENDENT

Total annual wages	$ 44,000
FICA	$ 3,366
FUTA	$ 56
SUI	$ 342
Disability	$ 39
Workers' compensation	$ 1,760
Payroll Processing	$ 700

Footnotes to 141 Fifth Condominium Budget

TOTALS FOR SUPERINTENDENT	$ 50,263
CONCIERGE	
Total annual wages	$ 87,728
FICA	$ 9,006
FUTA	$ 224
SUI	$ 1,369
Disability	$ 156
Workers' compensation	$ 4,709
Payroll Processing	$ 1,000
TOTALS FOR CONCIERGE	$104,192
GRAND TOTAL COST FOR ALL LABOR:	$154,455

(6) Steam - Heating & Hot Water **$133,245**

Space heating will be provided by Consolidated Edison via a PRV station located in the cellar. The high pressure steam station will reduce the incoming high pressure to a low pressure. A steam to water converter will provide the heating by maintaining the temperature of the condenser loop water. Heat will be provided to dwelling units through the condenser water heat pump circulating loop. Heating capacities of heat pumps for dwelling units are based on 75 degree water and 70 degree ENT air temperature. The system is designed to meet the New York City and State Energy Code.

An additional steam to water converter and pumping system will provide hot water which is to be distributed to the various areas of the common lobbies and entrances to the building. Low-pressure Steam will be provided for the Retail and Office Units, via a Steam sub-meter(s)which shall be installed and which the Retail and Office Units shall bear the proportionate share of the utility expense. A total of 3,465,600 thousand pounds of steam are project for heating use and 686,567 thousand pounds of steam are projected for hot water generation, at a cost of $30.00 per thousand pounds of steam and $25.00 per thousand pounds of steam, respectively. A 10% contingency increase in the project cost of Steam has been added to the projection provided by the Mechanical engineer. Actual consumption estimates for steam - heating & hot

water usage on the above described components have been provided by Marino Gerazounis & Jaffe Associates, Inc in affiliation with MG Engineering P.C., 116 West 32nd Street, New York, NY 10001, in a report dated May 29, 2007.

(7) Gas - Heating & Cooling **$ 25,429**

Corridor and Home Office heating/cooling units will utilize natural gas. The package unit servicing the apartments will be water cooled units with hot water heating coils or gas-fired, air cooled, rooftop air conditioning units.

Natural gas is supplied by the local utility company to the building via a 2" gas main entering the Building on East 21st Street supplying a meter located in the cellar. The unit cost for gas utilized in the calculations provided is $1.22/therm with estimated total of 18,948.25 therms usage. A 10% contingency increase has been added to the projected cost of Gas usage provided by the mechanical engineer. Actual consumption estimates for heating & cooling gas usage on the above described components have been provided by Marino Gerazounis & Jaffe Associates, Inc. in affiliation with MG Engineering, P.C., 116 West 32nd Street, New York, NY 10001, in a report dated May 29, 2007

(8) Gas - Domestic Cooking **$ 3,575**

Natural gas for cooking is supplied by the local utility company to the building via a meter located in the cellar. Gas service for domestic cooking will be provided solely to the Residential Units, with no domestic cooking gas provided to the Office and Retail Units. The unit cost for Gas utilized in the calculations provided is $1.22/Therm with estimated total of 2,664 Therms of usage. A 10% contingency increase has been added to the projected cost of gas provided by the mechanical engineer. Actual consumption estimates for domestic cooking gas usage for the residential units has been provided by Marino Gerazounis & Jaffe Associates, Inc. in affiliation with MG Engineering, P.C., 116 West 32nd Street, New York, NY 10001, in a report dated May 29, 2007.

Footnotes to 141 Fifth Condominium Budget

(9) Electricity **$154,217**

Electricity covers electric services to the elevators, HVAC equipment, pumps for water, sprinkler, heat & hot water distribution and fans, as well as usage in halls, stairwells, entrances and other common spaces. Electrical costs are projected based on a cost of $.21/KWH, with an estimated total of 668,634 KWH of usage. A 10% contingency increase has been added to the projected cost of electric usage provided by the mechanical engineer. Actual consumption estimates for electricity usage on the above described common systems and components have been provided by Marino Gerazounis & Jaffe Associates, Inc. in affiliation with MG Engineering, P.C., 116 West 32nd Street, New York, NY 10001, in a report dated May 29, 2007

(10) Water Charges & Sewer Rents **$ 28,195**

Water and sewer charges for a metered building are assessed by the City of New York based on the actual amount of usage. The city of New York currently charges $1.81 per hundred cubic feet of water (approximately 748 gallons). Charges for waste water and storm sewer services are billed at 159% of water charges. Water usage in the office and retail units will be sub-metered by the Condominium and charged-back to these units for reimbursement to the Condominium. A total of 5,416 HCF of water usage is projected. An 11% contingency increase has been added to the projected cost of water/sewer usage provided by the mechanical engineer. Actual consumption estimates for water usage and associated water / sewer charges on the above described common systems and components have been provided by Marino Gerazounis & Jaffe Associates, Inc. in affiliation with MG Engineering, P.C., 116 West 32nd Street, New York, NY 10001, in a report dated May 29, 2007

(11) Service Contracts **$175,000**

This figure is intended to cover service contracts for repair and maintenance of the following systems in the Condominium:

Central Station Sprinkler Alarm: $ 2,579

141 5TH AVENUE CONDOMINIUM

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

JANUARY 1, 2008 - DECEMBER 31, 2008

Income:

	TYPE OF INCOME	PROJECTED RESIDENTIAL	PROJECTED OFFICE	PROJECTED RETAIL	PROJECTED TOTAL
(1)	Residential Common Charges	768,352	0	0	768,352
(2)	Office Unit Common Charges	0	50,201	0	50,201
(3)	Retail Unit Common Charges	0	0	21,447	21,447
(4)	**General Common Charges - Total Income**	**768,352**	**50,201**	**21,447**	**840,000**

Expenses:

	TYPE OF EXPENSE	PROJECTED RESIDENTIAL	PROJECTED OFFICE	PROJECTED RETAIL	PROJECTED TOTAL
(5)	Labor	137,281	13,126	4,048	154,455
(6)	Steam - Heating & Hot Water	133,245	0	0	133,245
(7)	Gas - Heating & Cooling	23,210	2,219	0	25,429
(8)	Gas - Cooking	3,575	0	0	3,575
(9)	Electricity	140,867	12,370	980	154,217
(10)	Water Charges & Sewer Rents	25,734	2,461	0	28,195
(11)	Service Contracts	165,226	6,714	3,060	175,000
(12)	Repairs, Maintenance & Supplies	25,177	2,407	2,416	30,000
(13)	Insurance	40,244	3,848	3,862	47,954
(14)	Management Fees	28,702	2,744	2,754	34,200
(15)	Legal Fees & Audit Fees	9,231	883	886	11,000
(16)	Administrative Expenses	8,392	803	805	10,000
(17)	Miscellaneous Expenses (Permits, Fees, Taxes)	6,714	642	644	8,000
(18)	Contingency	20,754	1,984	1,992	24,730
	Total Expense:	**768,352**	**50,201**	**21,447**	**840,000**
	Net Difference:	0	0	0	0

5/29/07

Footnotes to 141 Fifth Condominium Budget

Sprinkler System:	$ 500
Exterminating:	$ 1,150
Compactor	$ 1,200
Elevator - Passenger	$ 11,000
Elevator - Freight	$ 5,500
HVAC Cooling Tower	$ 10,000
Concierge Services	$125,000

The Residential, Office and Retail Units will be responsible for the payment of their percentage share of service contracts relating to common building systems that address all of these areas. These include but are not limited to the central station sprinkler alarm, sprinkler system, exterminating and freight elevator. The residential and office units shall be responsible for the payment of their proportional percentage interest for the service of the passenger elevators, compactor and HVAC system cooling tower. The Residential Unit will be responsible for the Concierge Service, with the Office Unit only responsible for their proportional responsibility of the Concierge Service, to the extent of the equivalent standard concierge labor cost, provided by the Condominium staff. The Concierge Service engaged by the Condominium shall be for enhanced services, 40 hours per week and is in lieu of building staffing during their hours of operation. Service to be provided by the concierge Service include reservation services, personal shopping, travel and entertainment reservations.

Estimates on the service contracts above were provided by the following sources:

Fire Alarm Monitoring estimate provided by AFA Protective Systems, 519 Eighth Avenue, New York, NY 10018.

Sprinkler Systems inspection service estimate provided by VIP Sprinklers, Inc., Building 301A, 700 Columbia Street, Brooklyn, NY 11231.

Exterminating estimate provided by Evins Pest Control Co. Inc., 22 Roosevelt Avenue, Roslyn, NY 11576.

HVAC Cooling Tower service estimate provided by Lazar Mechanical Inc., 49 Market Street, New York, NY 10002.

Footnotes to 141 Fifth Condominium Budget

Elevator service estimate provided by Dynamic Elevator Corp., 137 East 25th Street, New York, NY 10010.

Concierge Services estimate provided by JD Concierge Services, 118 East 25th Street, 8th Floor, New York, NY 10010.

(12) Repairs, Maintenance & Supplies **$ 30,000**

Repairs & maintenance cover general repairs to the building structures as a whole, and in particular to the buildings' equipment and machinery. This includes but is not limited to repairs to carpentry, doors & windows, electrical systems, floors, intercom, ironworks, masonry, paint & plaster, plumbing and roofing. This figure only covers the cost of maintaining the common elements, as each residential unit owner shall be responsible for the cost of interior maintenance, repairs, decoration and painting of their respective residential units, including the appliances. During the first year of operation major repairs are not expected to be necessary, as all materials and systems listed above will be completely new, and many will be covered by warranties during the first year of Condominium operation. The cost of repairs is expected to rise substantially as the building ages.

Supplies consist of all materials necessary for the building staff to maintain the building in proper, presentable order, as directed by the Board of Managers.

(13) Insurance **$ 47,954**

POLICY PROPOSAL REQUIRED TO AMEND NOTES

This projection is based on the estimates of the annual premiums which were provided by The Dewitt Stern Group on November 10, 2005, and payable on the coverage listed below:

BUILDING	$40,000,000
Special Form	Included
Co-Insurance	Waived
Replacement Cost	Included
Agreed Amount	Included
Terrorism	Included
PERSONAL PROPERTY	$ 50,000

Footnotes to 141 Fifth Condominium Budget

Personal Property of Others	$ 25,000
Valuable Papers	$ 1,000,000
LOSS OF INCOME (MAINTENANCE FEES)	Actual Loss Sustained with 12 month cap
EARTHQUAKE	$ 5,000,000
FLOOD (RISING WATERS)	$ 5,000,000
BACKUP OF SEWERS AND DRAINS (AND SEEPAGE)	Included
SPECIAL PROPERTY PROVISIONS	
Canopies / Awnings	$ 10,000
Glass	Included
Debris Removal	$ 500,000
Loss to Undamaged Portion of Building	Included in Building limit
Demolition and Increased Cost of Construction	$ 5,000,000
DEDUCTIBLES	
Flood	$ 10,000
Earthquake	$ 10,000
Seepage	$ 10,000
Backup of Sewers and Drains	$ 2,500
Canopies	$ 500
All Other	$ 2,500
COMMERCIAL GENERAL LIABILITY COVERAGES	
General Aggregate Limit per Location	$ 2,000,000
Products & Completed Operations	$ 2,000,000
Each Occurrence Limit	$ 1,000,000
Personal & Advertising Injury Liability	$ 1,000,000
Non-Owned & Hired Automobile Liability	$ 1,000,000
Fire Damage Legal Liability	$ 100,000
Medical Payments	$ 5,000
SPECIAL GENERAL LIABILITY PROVISIONS	

Footnotes to 141 Fifth Condominium Budget

Volunteers as Additional Insureds	Included
Unit Owners & Families as Additional Insureds (Excluding their own unit)	Included
Employees as Additional Insureds	Included
Host Liquor Law Liability	Included

CRIME COVERAGES

Employee Dishonesty	$ 250,000
Depository Forgery	$ 250,000
Optional Coverages:	
Managing Agent Rider	$ 250,000
Deductible	$ 1,000

BOILER & MACHINERY COVERAGES
"Comprehensive Form"

Property Damage Limit	Up to Property Limit
Loss of Income	Included
Deductible - Property Damage	$ 2,500
Deductible - Loss of Income	12 Hrs

UMBRELLA LIABILITY COVERAGE

Excess Liability Limit	$200,000,000
Directors and Officers	Included
Mold	Excluded

DIRECTORS & OFFICERS LIABILITY

Limit	$ 1,000,000
Retention	$ 2,500

Managing Agent Rider Included

The above mentioned coverage and the annual premium therefore are based on estimates made by Dewitt Stern Group, Inc., 420 Lexington Avenue, New York, NY 10170. The breakdown of premiums is as follows:

Package Policy	$ 41,723

Footnotes to 141 Fifth Condominium Budget

Umbrella Liability		$ 3,731
Directors & Officers		$ 2,500
	Total Premium	$ 47,954

The proposal will provide "replacement cost coverage" for the building. In the opinion of the above named insurance broker, the foregoing insurance is sufficient to restore the buildings in the event of a covered loss, however, it is not intended to take the place of a professional appraiser's estimate in determining the actual replacement cost.

The insurance policy will also be on terms that provide: (a) that each Unit Owner is an insured party as to common areas only; and (b) that there will be no cancellation of the policy without notice to the Board and the Unit Owners.

The quotation is an indication of insurance premiums at current rates. It is not possible to predict wether future coverage will continue to be available at the same premium. Generally, the projected premium contemplates a rise in rates.

Section 339-bb of the New York Real Property Law provides that in charging insurance premiums to Unit Owners, consideration may be given to the higher premium rates on some units than others.

The insurance scheduled for the Condominium does not cover fire and casualty losses to the contents of individual Units, nor does it cover replacements of or additions to the fixtures and improvements in individual Units, or liability coverage for occurrences within units. Unit owners will be responsible for purchasing such insurance at their own cost and expense. It is recommended that Unit Owners consult with an insurance broker as to the necessity for, and the desirability of obtaining coverage for one or more of such risks and as to the amount of such coverage.

(14) Management Fees **$ 34,200**

The Condominium will be managed by Andrews Building Corp., having principal offices at 666 Broadway, New York, NY 10012. The period of the initial management agreement shall be for one (1) year at an annual fee of $34,200, payable in equal monthly installments of $2,850.

Footnotes to 141 Fifth Condominium Budget

(15) Legal Fees & Audit Fees **$ 11,000**

A certified public accountant will be responsible for auditing the Condominium's books and records and preparing the requisite audited financial statements. In addition the accountant will be responsible for filing federal, state and city income tax returns. A written quote for these services has been obtained from Anthony M. Buzzeo, CPA. The amount set aside for these services is $5,400.

Legal fees of $5,600 will also be set aside, both to engage counsel on retainer and to cover miscellaneous legal matters which may arise during the first year of operation.

(16) Administrative Expenses **$ 10,000**

Administrative costs cover photocopying, faxing and postage, as well as messenger services as required. Bank fees and charges are also included.

(17) Miscellaneous (Permits, Fees, Taxes, Licenses)

$ 8,000

Various permits and/or inspections by city and state agencies may be required throughout the year. In addition, there may be unforeseeable fees, corporate and other taxes, or licensing expenses which the Condominium may be required to pay.

(18) Contingency **$ 24,730**

The contingency provides a fund for possible expenses not included in the projected budget, or possible increases in one or more categories of operating expense beyond the projected amounts. There can be no assurance that such fund will be sufficient to pay for major capital repairs or replacement items which may be needed within the first five years of the Condominium's operation. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all unit owners.

EXHIBIT "D"

CERTIFICATION OF BUDGET EXPERT

ANDREWS
BUILDING
CORPORATION

666 Broadway
New York, NY 10012
Tel: (212) 529-5688
Fax: (212) 529-7987

CERTIFICATION BY EXPERT OF THE ADEQUACY OF SCHEDULE B PURSUANT TO SECTION 20.4 (d)

October 22, 2007

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

Re: *141 Fifth Avenue*
New York, New York

Dear Sirs:

The Sponsor of the Condominium Offering Plan for the captioned property, has retained this firm to review Schedule B, containing projections of income and expenses of the first year of condominium operation. Our experience in this field includes management of the operation of comparable condominium and cooperative and rental properties in Manhattan for over 20 years. Andrews Building Corporation is a licensed real estate brokerage and management firm actively involved in the management of over 200 cooperative, condominium, and rental properties since 1987.

I 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.

I have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying them with due diligence in order to form a basis for this certification. We have also relied on our experience in managing residential buildings.

I certify that the projections in Schedule B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I certify that the Schedule:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

I further certify that our firm is not owned or controlled by the sponsor, although we do have a contractual arrangement with the Sponsor for the management of the building after the conversion, the terms of which are described in the Offer Plan. I 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 operating. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,
ANDREWS BUILDING CORP.

By: Eugene Andrews, Pres.

Sworn to before me this
22 day of October, 2007

Notary Public

CATHERINE BUSH
Notary Public - State of New York
No. 5015816
Qualified in Kings County
My Comm. Expires Jul. 26, 2009

EXHIBIT "E"

CERTIFICATION OF BUDGET EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNERS

ANDREWS
BUILDING
CORPORATION

666 Broadway
New York, NY 10012
Tel: (212) 529-5688
Fax: (212) 529-7987

PART 20: CERTIFICATION BY EXPERT
CONCERNING ADEQUACY OF COMMON CHARGES
PAYABLE BY THE COMMERCIAL UNIT OWNER

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

Re: Condominium Offering Plan
141 Fifth Avenue
New York, New York

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B containing projections of common charges payable by the owners of the commercial unit. Andrews Building Corporation is a licensed real estate broker which has been engaged in the real estate brokerage and management business for over 20 years. During this entire period our firm has been involved in the cooperative/condominium field as an agent for approximately 200 established and newly formed cooperatives/condominiums.

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 listed in Schedule B.

We have prepared Schedule B as it impacts upon the commercial unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience more fully set forth above.

We certify that the projections in Schedule B for the common charges payable by the owners of the commercial unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit for the projected first year of condominium operation, and that the allocation of common charges attributable to commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owner of the commercial unit:

(i) sets forth in detail the projected common charges for the commercial unit for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner of the commercial unit;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor and we have no financial interest in this offering other than our fee for services rendered in connection with the preparation of Schedule B. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges attributable to the commercial unit 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.

Very truly yours,

By: Eugene Andrews
Andrews Building Corporation, President

Sworn to before me this
22 day of October, 2007

Notary Public

CATHERINE BUSH
Notary Public - State of New York
No. 5015816
Qualified in Kings County
My Comm. Expires Jul. 25, 2009

EXHIBIT "F"

REAL ESTATE TAX OPINION LETTER

TUCHMAN, KORNGOLD, WEISS, LIPPMAN & GELLES, LLP
COUNSELORS AT LAW
6 EAST 45TH STREET, NEW YORK, N. Y. 10017
(212) 687-3747
FAX: (212) 599-4459

BERT TUCHMAN
PAUL J. KORNGOLD
ERIC S. WEISS
MICHAEL R. LIPPMAN
JENNIFER POLOVETSKY

WALTER R. GELLES
COUNSEL

October 19, 2007

141 Acquisition Associates LLC
c/o Savanna Partners
10 East 53rd Street
New York, New York 10022

Re: 141-47 Fifth Avenue
Block: 849 Lot: 1403
Borough: Manhattan

Dear Sirs:

Pursuant to your request, we have reviewed the information you have furnished us regarding the conversion of the above-referenced property to a condominium. These opinions are presented only for your assistance in preparation of your offering.

You have advised us that the purpose of this analysis is to furnish you with a projection of the assessed valuation and an estimate of real estate taxes which would be applicable to the residential units of the property upon completion of rehabilitation and renovation.

In arriving at our estimate of real estate taxes, we have considered all facts influencing market value and thus the eventual assessed valuation. Included in these factors are location, neighborhood and economic trends. In addition, we have researched and analyzed the assessed valuations of similar residential rental buildings and condominium buildings in the borough of Manhattan.

Assessments in New York City are made on a fiscal year basis running from July 1st of any one year to the next succeeding June 30th. The status of the property on January 5th of any one year is the basis for the assessment for the fiscal year beginning July 1st of the same calendar year. The Real Property Tax Law in effect for New York City provides that when there is an increase in actual assessed valuation between one year and the next year, that increase will be phased in over a five year period. However, in the event of an increase due to new construction or physical improvement, there is no phase in and the amount attributable to such construction or improvement is added in its entirety to the assessment in the succeeding tax year.

The current standard of assessment utilized by the property division of the New York City Department of Finance is to assess at 45% of fair market value. The relevant statutes which are

set forth in the New York State Real Property Tax Law provide that the sale prices of residential units of a cooperative apartment building and the sale prices of condominium units are not the measure of value for assessment purposes. Therefore, the selling price of the individual condominium units will not be the standard of value for assessment purposes with respect to the subject property.

The projections made herein and to be contained in the condominium offering plan for the subject property are based upon information received and reviewed by us from the sponsor of the plan. We have been advised that the original property was a commercial property that consisted of fifteen stories. We have been advised further that upon completion of construction the property will contain 38 residential units consisting of approximately 75,090 gross square feet, excluding terraces, a retail commercial unit on the ground floor consisting of approximately 9,555 square feet and an office commercial unit on the second floor consisting of approximately 7,699 square feet. Prior to the residential conversion, the building was divided into three separate tax lots. There is one for the proposed residential space, one for the office commercial unit and one for the retail commercial unit. This opinion is for the conversion of the residential tax lot into residential condominium units and renders no opinion as to the retail and office tax lots.

The projected first year of the condominium's operation from January 1, 2009 through December 31, 2009 will encompass two tax years. As previously discussed, assessments in New York City are made on a fiscal year basis running from July 1st of any one year to the next succeeding June 30th. The projections made herein are based on our estimates of the assessments for the second half of tax year 2008/09 and on our estimates of the assessments for the first half of tax year 2009/10. Based upon information provided and the presumptions made by us, we project the real estate taxes for the entire premises for the projected first year of the condominium's operation from January 1, 2009 through December 31, 2009 to be an estimated $844,033. The projections are based upon the following estimates:

	Tax Year 2008/09	Tax Year 2009/10
Projected Actual Assessed Valuation:	$5,842,738 (Estimated)	$8,635,350(Estimated)
Projected Transitional Assessment:	$5,186,281 (Estimated)	$7,903,751 (Estimated)
Projected Taxable Assessed Valuation:	$5,186,281 (Estimated)	$7,903,751 (Estimated)

Please note that real estate taxes are based upon the lower of the actual assessed valuation and the transitional assessed valuation.

	Tax Year 2008/09	Tax Year 2009/10
Projected Residential Tax Rates[1]	12.737% (Estimated)	13.000% (Estimated)
Projected Taxes:	$660,577 (Estimated)	$1,027,488 (Estimated)

It should be noted that for the full tax year of July 1, 2009 to June 30, 2010, which is the first full tax year after the projected date of commencement of condominium operation, the projected taxable value for the entire premises is $7,903,751 and the projected taxes for the entire premises are estimated to be $1,027,488.

The foregoing projection does not take into consideration two (2) potential partial tax abatement and exemption benefits currently available to qualified unit owners who meet the eligibility requirements of sections 425 and 467-a of the Real Property Tax Law of the State of New York ("RPTL").

RPTL section 467-a provides a partial tax abatement to owners of residential units held in a cooperative or condominium form of ownership. Eligible dwelling units with an average assessed valuation of greater than $15,000[2], after deduction of any abatement received pursuant to RPTL 489 ("J-51" benefits),[3] are entitled to a 17.5% abatement of the net property taxes due. In order to qualify for these benefits under the current law, the following requirements must be met: (1) eligible units must be used primarily for residential purposes and may not be owned by sponsor or any unit owner who owns three or more units; and (2) the Board of Managers must file a complete application for the entire premises in a timely manner. **The foregoing is only for informational purposes since this statute contains a "sunset provision" which presently provides benefits through June 30, 2008. On such date, the statute and benefits expire, unless otherwise extended.** No representation is made that the statute will be extended or if it is extended, the benefits will remain the same. **Prospective purchasers of residential units should not rely upon the continuation of the benefits.**

RPTL section 425 (school tax relief (STAR) exemption) provides a partial exemption from the school tax portion of a property's assessed valuation. This exemption presently amounts to $1,710 for an eligible condominium unit located within the City of New York, assuming the

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[1]Per $100 of assessed valuation, expressed herein as a percentage.

[2] Eligible dwelling units in a property whose average unit assessed value is less than or equal to $15,000 shall receive a partial abatement of real property taxes of 25% of the net property taxes. It is projected that the average post-construction assessed valuation per unit at the subject premises will exceed $15,000 per unit.

[3] A property receiving J-51 exemption benefits may not receive benefits under RPTL 467-a. We have been advised that the Sponsor shall not be applying for any such benefits.

unit owner is less than 65 years of age. An enhanced benefit, presently amounting to $2,850, is available to senior citizens who have a combined household income (adjusted gross income as reported on applicant's latest available federal or state income tax return) which does not exceed $60,000. The benefit is only available to units which serve as the primary residence of one or more of the owners thereof. A qualified unit owner must file an application on or before the applicable tax status date.(i.e, the January 5th preceding the fiscal tax year beginning July 1st). Only those qualified purchasers who close title and timely file said application by no later than January 5, 2009 will be eligible for this benefit for the tax year beginning July 1, 2009. Those purchasers who qualify for this benefit who apply after January 5, 2009 and on or before January 5, 2010 will be eligible to receive this benefit for the July 1, 20010 to June 30, 2011 tax year.

We believe that the above projections and estimates reflect the current assessment policies of the City of New York. However, it is possible that the tax assessor may determine the assessment on a basis that differs from the assessments contained herein. The assessor may use rents substantially greater than the estimated rents we used in arriving at an assessed value or may ascribe a different value to the construction costs. In addition, the assessor may use different expenses and or different capitalization rates resulting in a higher assessed value and substantially higher real estate taxes. In no event will we, as Sponsor's real estate tax counsel, be liable if there are changes in the facts on which we have relied in issuing this opinion, or if there are changes in the applicable statutes, rules and regulations of the City of New York, decisional laws or administrative agency rulings, interpretations and policies on which we have relied which cause this opinion to be inaccurate. Interested parties should be aware that the estimate of the real estate tax assessment covers a period into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. As stated above, law or policies of government agencies may radically change the opinions expressed herein

The opinion expressed herein is that of the undersigned, and does not purport to express the opinion of the New York City Department of Finance or any city or government agency. The City's opinion may result in substantially different taxes for both budget years as well as tax years than set forth herein..We consent to the use of the foregoing projections in, and the incorporation of this opinion as an exhibit to, the condominium offering plan for the subject premises.

Very truly yours,
TUCHMAN, KORNGOLD, WEISS, LIPPMAN & GELLES, LLP

Michael R. Lippman

MRL/br

EXHIBIT "G"

SCHEDULE A – PURCHASE PRICES AND RELATED INFORMATION

SCHEDULE A

141 FIFTH AVENUE CONDOMINIUM
141 Fifth Avenue, New York, New York 10010

SCHEDULE OF OFFERING PRICES AND OTHER RELATED INFORMATION

Sponsor: 141 Acquisition Associates LLC c/o Savanna Partners, 10 East 53rd St. New York, NY 10022

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR THE FIRST YEAR OF CONDMINIUM OPERATION JANUARY 1, 2008 TO DECEMBER 31, 2008

UNIT	BR/BTH	APPROX UNIT SQUARE FOOTAGE	APPROX TERRACE SQUARE FOOTAGE	OFFERING PRICE	% OF RESIDENTIAL COMMON ELEMENTS	% OF GENERAL COMMON ELEMENTS	PROJECTED MONTHLY REAL ESTATE TAXES	PROJECTED ANNUAL REAL ESTATE TAXES	PROJECTED MONTHLY COMMON CHARGES	PROJECTED TOTAL MONTHLY COMMON CHARGES AND REAL ESTATE TAXES
5	1/2+HO	1,205	489	$ 1,825,000	1.9958%	1.6749%	$ 1,403.74	$ 16,844.87	$ 1,277.87	$ 2,681.61
6	2/2.5+HO	1,757		$ 2,825,000	2.6420%	2.2172%	$ 1,858.26	$ 22,299.07	$ 1,691.63	$ 3,549.89
7	2/2.5+HO	1,819		$ 3,250,000	2.7352%	2.2955%	$ 1,923.83	$ 23,085.94	$ 1,751.33	$ 3,675.16
8	2/2	1,691		$ 2,500,000	2.5427%	2.1339%	$ 1,788.45	$ 21,461.42	$ 1,628.09	$ 3,416.54
9	1/2+HO	1,205		$ 1,585,000	1.8119%	1.5206%	$ 1,274.44	$ 15,293.33	$ 1,160.17	$ 2,434.61
10	2/2.5+HO	1,757		$ 2,935,000	2.6420%	2.2172%	$ 1,858.26	$ 22,299.07	$ 1,691.63	$ 3,549.89
11	2/2.5+HO	1,819		$ 3,375,000	2.7352%	2.2955%	$ 1,923.83	$ 23,085.94	$ 1,751.33	$ 3,675.16
12	2/2.5	1,791		$ 2,675,000	2.6931%	2.2601%	$ 1,894.21	$ 22,730.58	$ 1,724.37	$ 3,618.58
14	1/2+HO	1,205		$ 1,875,000	1.8119%	1.5206%	$ 1,274.44	$ 15,293.33	$ 1,160.17	$ 2,434.61
15	2/2.5+HO	1,720		$ 2,900,000	2.5863%	2.1705%	$ 1,819.12	$ 21,829.48	$ 1,656.01	$ 3,475.13
16	2/2.5+HO	1,766		$ 3,550,000	2.6555%	2.2286%	$ 1,867.77	$ 22,413.29	$ 1,700.30	$ 3,568.07
17	2/2.5	1,759		$ 2,700,000	2.6450%	2.2197%	$ 1,860.37	$ 22,324.45	$ 1,693.56	$ 3,553.93
18	1/2+HO	1,205		$ 1,645,000	1.8119%	1.5206%	$ 1,274.44	$ 15,293.33	$ 1,160.17	$ 2,434.61
19	2/2.5+HO	1,720		$ 2,950,000	2.5863%	2.1705%	$ 1,819.12	$ 21,829.48	$ 1,656.01	$ 3,475.13
20	2/2.5+HO	1,766		$ 3,700,000	2.6555%	2.2286%	$ 1,867.77	$ 22,413.29	$ 1,700.30	$ 3,568.07
21	2/2.5	1,759		$ 2,750,000	2.6450%	2.2197%	$ 1,860.37	$ 22,324.45	$ 1,693.56	$ 3,553.93
22	1/2+HO	1,203		$ 1,645,000	1.8089%	1.5181%	$ 1,272.33	$ 15,267.94	$ 1,158.24	$ 2,430.57
23	2/2.5+HO	1,722		$ 3,000,000	2.5893%	2.1730%	$ 1,821.24	$ 21,854.86	$ 1,657.94	$ 3,479.17
24	2/2.5+HO	1,766		$ 3,800,000	2.6555%	2.2286%	$ 1,867.77	$ 22,413.29	$ 1,700.30	$ 3,568.07
25	2/2.5	1,759		$ 2,800,000	2.6450%	2.2197%	$ 1,860.37	$ 22,324.45	$ 1,693.56	$ 3,553.93
26	1/2+HO	1,203		$ 1,695,000	1.8089%	1.5181%	$ 1,272.33	$ 15,267.94	$ 1,158.24	$ 2,430.57
27	2/2.5+HO	1,722		$ 3,075,000	2.5893%	2.1730%	$ 1,821.24	$ 21,854.86	$ 1,657.94	$ 3,479.17
28	2/2.5+HO	1,766		$ 3,900,000	2.6555%	2.2286%	$ 1,867.77	$ 22,413.29	$ 1,700.30	$ 3,568.07
29	2/2.5	1,759		$ 2,850,000	2.6450%	2.2197%	$ 1,860.37	$ 22,324.45	$ 1,693.56	$ 3,553.93
30	1/2+HO	1,203		$ 1,745,000	1.8089%	1.5181%	$ 1,272.33	$ 15,267.94	$ 1,158.24	$ 2,430.57
31	2/2.5+HO	1,759		$ 3,225,000	2.6450%	2.2197%	$ 1,860.37	$ 22,324.45	$ 1,693.56	$ 3,553.93
32	2/2.5+HO	1,819		$ 4,000,000	2.7352%	2.2955%	$ 1,923.83	$ 23,085.94	$ 1,751.33	$ 3,675.16
33	2/2.5	1,791		$ 2,900,000	2.6931%	2.2601%	$ 1,894.21	$ 22,730.58	$ 1,724.37	$ 3,618.58
34	1/2+HO	1,203		$ 1,770,000	1.8089%	1.5181%	$ 1,272.33	$ 15,267.94	$ 1,158.24	$ 2,430.57
35	2/2.5+HO	1,759		$ 3,375,000	2.6450%	2.2197%	$ 1,860.37	$ 22,324.45	$ 1,693.56	$ 3,553.93
36	2/2.5+HO	1,819		$ 4,100,000	2.7352%	2.2955%	$ 1,923.83	$ 23,085.94	$ 1,751.33	$ 3,675.16
37	2/2.5	1,791		$ 3,050,000	2.6931%	2.2601%	$ 1,894.21	$ 22,730.58	$ 1,724.37	$ 3,618.58
38	2/2.5+HO	1,770		$ 4,200,000	2.6615%	2.2336%	$ 1,872.00	$ 22,464.06	$ 1,704.15	$ 3,576.15
39	2/2.5+HO	1,813		$ 3,160,000	2.7202%	2.2879%	$ 1,917.48	$ 23,009.79	$ 1,745.55	$ 3,663.03
Sub Total		55,571		$ 97,320,000	83.7448%	70.2812%	$ 58,902.84	$ 706,834.09	$ 53,621.26	$ 112,524.10
PH East	3/3+library	2,185	362	$ 4,750,000	3.4216%	2.8715%	$ 2,406.64	$ 28,879.64	$ 2,190.84	$ 4,597.48
PH West	3/3.5	2,563	285	$ 6,250,000	3.9611%	3.3242%	$ 2,786.06	$ 33,432.74	$ 2,536.25	$ 5,322.31
CUPOLA	2/3.5+HO	3,200	789	$ 12,000,000	5.1084%	4.2871%	$ 3,593.03	$ 43,116.39	$ 3,270.86	$ 6,863.89
PH North	3/3.5+HO	2,407	385	$ 5,500,000	3.7641%	3.1589%	$ 2,647.51	$ 31,770.14	$ 2,410.12	$ 5,057.63
Sub Total		10,355	2,310	$ 28,500,000	16.2552%	13.6418%	$ 11,433.24	$ 137,198.91	$ 10,408.07	$ 21,841.31
RES TOTAL		65,926	2,310	$ 125,820,000	100.0000%	83.9230%	$ 70,336.08	$ 844,033.00	$ 64,029.33	$ 134,365.42
Office Unit	N/A	6,822	N/A	not offered for sale	N/A	8.0240%	N/A	N/A	$ 4,183.42	N/A
Retail Unit	N/A	7,273	N/A	not offered for sale	N/A	8.0530%	N/A	N/A	$ 1,787.25	N/A
Total	N/A	N/A	N/A	$ 125,820,000	100.0000%	100.0000%	N/A	N/A	$ 70,000.00	N/A

SPECIAL NOTE: The real estate taxes listed above are for the first year of operation, which is lower than the second year of operation because the first year figures include a period of time when the building was taxed as though it were unrenovated. Based on the opinion of Tuchman, Katz, Schwartz, Gelles, Komgold & Weiss, LLP (as more fully set forth in Part I of the Plan), it is estimated that the real estate taxes for the second year of operation will total approximately $1,054,968, which represents a 32.24% increase over the real estate taxes estimated for the first year of operation.

Notes to Schedule A

1. The Floor Plans depicting layouts of Residential Units in this Schedule A appear in Part II of the Plan. Purchasers should note that the square footage of each Residential Unit as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan is approximate within reasonable tolerances. The room count for each Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

2. The purchase prices and other terms of sale of Residential Units may be negotiated by Sponsor and, therefore, may be changed. No such change will be made other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease purchase prices or modify other terms of sale without filing an amendment to the Plan at any time during the offering period if such a decrease in the purchase price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction (see the section of the Plan entitled "Changes in Prices and Units"). In addition to the purchase price, Purchaser will be responsible at Closing for certain closing costs as explained in the Section entitled "Closing Costs and Adjustments" in Part I of the Plan including, without limitation, the obligation to contribute one month's common charges to the working capital fund of the Condominium. Purchasers are advised to consult with their attorneys as to the exact closing costs they will incur in purchasing their Units.

3. (a) The respective Percentage Interest of each Unit in the Common Elements, in accordance with the provisions of Section 339-i(l)(iv) of the New York Condominium Act, is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. In the event that Sponsor negotiates with individual purchasers to change the layout or dimensions of their respective Residential Units and such changes involves the inclusion, in the Residential Unit, of areas formerly designated as Common Elements, or involves adding to the Common Elements, space that was previously incorporated in the Residential Units, the Common Elements of all of the Residential Units may change slightly. Any such change in the Common Elements prior to the recording of the Declaration shall not be deemed a material change and shall not give rise to a right of rescission on the part of any purchaser.

(b) The percent interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that the Common Interest of such Residential Unit bears to the aggregate Common Interests of all Residential Units.

4. The estimates contained in this schedule were computed by Sponsor's Condominium Budget Expert on the assumption that the first year of Condominium operation will be the year from January 1, 2009 through December 31, 2009, and are based on such Condominium Budget Expert's estimate of the receipts and expenses of the Residential Section for the projected year. The actual first year of Condominium operation may be earlier or later than such year. If the

actual or anticipated date of commencement of condominium operation is delayed by more than six (6) months from the commencement of the projected first year of condominium operation, Sponsor will amend the Plan to include a revised budget disclosing current projections. If such amended projections in the aggregate exceed original projections by twenty-five (25%) percent or more, Sponsor will offer all purchasers the right to rescind for a period of fifteen (15) days after the date of the presentation of the amendment setting forth the right to rescind.

The estimated monthly Residential Common Charges for each Residential Unit are based on the Schedule B - Projected Budget for First Year of Condominium Operation prepared by Sponsor's Condominium Budget Expert. The estimated monthly Residential Common Charges include the cost of central heating for the Units. Each individual Residential Unit is provided with incremental HVAC heating/air conditioning units. The maintenance and operating cost of the HVAC units are borne by the individual Residential Unit Owners. Please refer to Schedule B-i "Energy Costs Projection" from MGJ Associates, Inc., the Sponsor's mechanical engineer, for further information regarding estimated energy costs. In addition to these estimated payments, each Residential Unit Owner will be responsible for real estate taxes for such Residential Unit, mortgage payments under a loan or loans, if any, obtained to finance the purchase of the Residential Unit, the cost of electricity supplied to the Residential Unit which will be separately submetered and payable by the Unit Owner to the Condominium Board, the insurance which must be carried by each Residential Unit Owner with respect to liability and casualty to the contents of the Unit and the Storage Bins and the cost of interior repairs and decorations to the Residential Unit. Until the Residential Units are separately assessed, real estate taxes shall be part of Common Expenses, as provided in the Condominium By-Laws. In addition, capital repairs, additions, improvements, alterations and restorations to Residential Section are Residential Common Expenses which will be borne solely by the Residential Unit Owners. The first year of operation may include a portion of the year in which the Buildings are not fully occupied or all services are not provided. Accordingly, the first year of operation may not be indicative of subsequent years.

5. Assuming the Property does not receive any abatement from real estate taxes, it is estimated that the aggregate real estate taxes attributable to all Residential Unit Owners for the first year of the Condominium's projected operation will total approximately $844,033, based on an opinion prepared by Tuchman, Korngold, Weiss, Lippman & Gelles LLP, 6 East 45th Street, New York, NY 10017, dated October 19, 2007 which assumes (a) a projected taxable assessed valuation attributable to the residential portion of the Property of $5,186,281 for the 2008/2009 tax year and a projected residential tax rate of 12.737% per $100 of assessed valuation for tax year 2008/09, and (b) a projected residential taxable assessed valuation attributable to the residential portion of the Property of $7,903,751 for the 2009/10 tax year and a projected tax rate of 13.000% per $100 of assessed valuation for tax year 2009/10. Purchasers should note that the real estate taxes for the first year of the Condominium's projected operation are less than the taxes will be for the second year of Condominium operation since the first year's tax estimate includes six (6) months of assessed valuation of the Property prior to the completion of the Building which is a substantially lower valuation. Assuming the Property does not receive any abatement from real estate taxes, the projected taxes for the tax year of July 1, 2009-June 30, 2010 (which comprise the last six months of the Condominium's first year of projected operations and the first six months of Condominium's second year of operations) will be approximately $11,027,488. The estimates for taxes in the second year of operation are set forth

in the opinion of Tuchman, Korngold, Weiss, Lippman & Gelles, LLP included in Part I of the Plan.

NEITHER SPONSOR, ITS PRINCIPALS, MANAGERS, MEMBERS, AGENTS, DESIGNEES, EMPLOYEES OR AFFILIATES NOR THE SELLING AGENT OR ITS PRINCIPALS, MANAGERS, MEMBERS, AGENTS, DESIGNEES, EMPLOYEES OR AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE, OR THE ACTUAL ASSESSED TAXES WILL NOT BE CHANGED.

Prior to the issuance of separate tax lots, the real estate tax estimates for each Residential Unit will be determined by multiplying the total taxes due with respect to the Residential Units by a percentage derived by dividing the Common Interest of each Residential Unit by the total Common Interests of all Residential Units. Upon determination of individual tax lots and individual Residential Unit assessments, the New York City tax authorities may allocate taxes between the Residential Units in proportion to each Residential Unit's percentage interest in the Common Elements rather than purchase price, or some combination of the two, and if so, Residential Units having the same percentage interest may pay different real estate taxes.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY (i) that the New York City tax assessor will allocate individual Residential Unit assessments on the basis of each Residential Unit's percentage interest in the Common Elements; (ii) that the taxable assessed value of the residential portion of the Property during the fiscal tax years 2008/09 and 2009/10 will be $5,186,281 and $7,903,751 respectively, or (iii) that the residential tax rates will be 12.737% and 13.000% per $100 of assessed value for fiscal years 2008/09 and 2009/10 respectively.

See the Section entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium" and the Tax Opinion of Wolf Haldenstein Adler Freeman & Herz LLP in Part I of the Plan for a discussion concerning the deductibility of real estate taxes paid with respect to a Residential Unit.

SEVENTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

141 FIFTH AVENUE CONDOMINIUM
141 FIFTH AVENUE
NEW YORK, NEW YORK 10010

DATED: OCTOBER 2, 2007

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SEVENTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

INTRODUCTION

This Seventh Amendment modifies and supplements the terms of the Condominium Offering Plan for the premises known as 141 Fifth Avenue Condominium ("Condominium") located at 141 Fifth Avenue, New York, New York 10010 ("Building"), dated April 24, 2007 ("Plan"), amended by the First through the Sixth Amendments thereto, and should be read in conjunction with the Plan as amended.

The terms of this Seventh Amendment are as follows:

1. PURCHASE PRICE SCHEDULE

Annexed to this Amendment as Exhibit "A" is a revised Section of the Offering Plan entitled "Schedule A - Purchase Prices and Related Information" which reflects the current purchase prices for the Units being offered for sale.

2. INCORPORATION OF PLAN

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

3. DEFINITIONS

Any term used in this Amendment not otherwise defined herein shall have the same meaning ascribed to it in the Plan.

4. NO MATERIAL CHANGES

Except as set forth in this Amendment, there have been no material changes of facts or circumstances affecting the Property or the offering.

SPONSOR:

141 ACQUISITION ASSOCIATES LLC

EXHIBIT "A"

SCHEDULE A – PURCHASE PRICES AND RELATED INFORMATION

SCHEDULE A

141 FIFTH AVENUE CONDOMINIUM
141 Fifth Avenue, New York, New York 10010

SCHEDULE OF OFFERING PRICES AND OTHER RELATED INFORMATION

Sponsor: 141 Acquisition Associates LLC c/o Savanna Partners, 10 East 53rd St. New York, NY 10022

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDMINIUM OPERATION JANUARY 1, 2008 TO DECEMBER 31, 2008

UNIT	BR/BTH	APPROX UNIT SQUARE FOOTAGE	APPROX TERRACE SQUARE FOOTAGE	OFFERING PRICE	% OF RESIDENTIAL COMMON ELEMENTS	% OF GENERAL COMMON ELEMENTS	PROJECTED MONTHLY REAL ESTATE TAXES	PROJECTED ANNUAL REAL ESTATE TAXES	PROJECTED MONTHLY COMMON CHARGES	PROJECTED TOTAL MONTHLY COMMON CHARGES AND REAL ESTATE TAXES
5	1/2+HO	1,205	489	$ 1,825,000	1.9958%	1.6749%	$ 1,205.75	$ 14,469.06	$ 1,079.81	$ 2,285.56
6	2/2.5+HO	1,757		$ 2,825,000	2.6420%	2.2172%	$ 1,758.10	$ 21,097.21	$ 1,429.44	$ 3,187.54
7	2/2.5+HO	1,819		$ 3,250,000	2.7352%	2.2955%	$ 1,820.14	$ 21,841.67	$ 1,479.88	$ 3,300.02
8	2/2	1,691		$ 2,500,000	2.5427%	2.1339%	$ 1,692.06	$ 20,304.71	$ 1,375.74	$ 3,067.80
9	1/2+HO	1,205		$ 1,585,000	1.8119%	1.5206%	$ 1,205.75	$ 14,469.06	$ 980.35	$ 2,186.10
10	2/2.5+HO	1,757		$ 2,935,000	2.6420%	2.2172%	$ 1,758.10	$ 21,097.21	$ 1,429.44	$ 3,187.54
11	2/2.5+HO	1,819		$ 3,375,000	2.7352%	2.2955%	$ 1,820.14	$ 21,841.67	$ 1,479.88	$ 3,300.02
12	2/2.5	1,791		$ 2,675,000	2.6931%	2.2601%	$ 1,792.12	$ 21,505.46	$ 1,457.10	$ 3,249.22
14	1/2+HO	1,205		$ 1,875,000	1.8119%	1.5206%	$ 1,205.75	$ 14,469.06	$ 980.35	$ 2,186.10
15	2/2.5+HO	1,720		$ 2,900,000	2.5863%	2.1705%	$ 1,721.08	$ 20,652.93	$ 1,399.33	$ 3,120.41
16	2/2.5+HO	1,766		$ 3,550,000	2.6555%	2.2286%	$ 1,767.11	$ 21,205.28	$ 1,436.76	$ 3,203.86
17	2/2.5	1,759		$ 2,700,000	2.6450%	2.2197%	$ 1,760.10	$ 21,121.22	$ 1,431.06	$ 3,191.16
18	1/2+HO	1,205		$ 1,645,000	1.8119%	1.5206%	$ 1,205.75	$ 14,469.06	$ 980.35	$ 2,186.10
19	2/2.5+HO	1,720		$ 2,950,000	2.5863%	2.1705%	$ 1,721.08	$ 20,652.93	$ 1,399.33	$ 3,120.41
20	2/2.5+HO	1,766		$ 3,700,000	2.6555%	2.2286%	$ 1,767.11	$ 21,205.28	$ 1,436.76	$ 3,203.86
21	2/2.5	1,759		$ 2,750,000	2.6450%	2.2197%	$ 1,760.10	$ 21,121.22	$ 1,431.06	$ 3,191.16
22	1/2+HO	1,203		$ 1,645,000	1.8089%	1.5181%	$ 1,203.75	$ 14,445.04	$ 978.72	$ 2,182.47
23	2/2.5+HO	1,722		$ 3,000,000	2.5893%	2.1730%	$ 1,723.08	$ 20,676.94	$ 1,400.96	$ 3,124.04
24	2/2.5+HO	1,766		$ 3,800,000	2.6555%	2.2286%	$ 1,767.11	$ 21,205.28	$ 1,436.76	$ 3,203.86
25	2/2.5	1,759		$ 2,800,000	2.6450%	2.2197%	$ 1,760.10	$ 21,121.22	$ 1,431.06	$ 3,191.16
26	1/2+HO	1,203		$ 1,695,000	1.8089%	1.5181%	$ 1,203.75	$ 14,445.04	$ 978.72	$ 2,182.47
27	2/2.5+HO	1,722		$ 3,075,000	2.5893%	2.1730%	$ 1,723.08	$ 20,676.94	$ 1,400.96	$ 3,124.04
28	2/2.5+HO	1,766		$ 3,900,000	2.6555%	2.2286%	$ 1,767.11	$ 21,205.28	$ 1,436.76	$ 3,203.86
29	2/2.5	1,759		$ 2,850,000	2.6450%	2.2197%	$ 1,760.10	$ 21,121.22	$ 1,431.06	$ 3,191.16
30	1/2+HO	1,203		$ 1,745,000	1.8089%	1.5181%	$ 1,203.75	$ 14,445.04	$ 978.72	$ 2,182.47
31	2/2.5+HO	1,759		$ 3,225,000	2.6450%	2.2197%	$ 1,760.10	$ 21,121.22	$ 1,431.06	$ 3,191.16
32	2/2.5+HO	1,819		$ 4,000,000	2.7352%	2.2955%	$ 1,820.14	$ 21,841.67	$ 1,479.88	$ 3,300.02
33	2/2.5	1,791		$ 2,900,000	2.6931%	2.2601%	$ 1,792.12	$ 21,505.46	$ 1,457.10	$ 3,249.22
34	1/2+HO	1,203		$ 1,770,000	1.8089%	1.5181%	$ 1,203.75	$ 14,445.04	$ 978.72	$ 2,182.47
35	2/2.5+HO	1,759		$ 3,375,000	2.6450%	2.2197%	$ 1,760.10	$ 21,121.22	$ 1,431.06	$ 3,191.16
36	2/2.5+HO	1,819		$ 4,100,000	2.7352%	2.2955%	$ 1,820.14	$ 21,841.67	$ 1,479.88	$ 3,300.02
37	2/2.5	1,791		$ 3,050,000	2.6931%	2.2601%	$ 1,792.12	$ 21,505.46	$ 1,457.10	$ 3,249.22
38	2/2.5+HO	1,770		$ 4,200,000	2.6615%	2.2336%	$ 1,771.11	$ 21,253.31	$ 1,440.01	$ 3,211.12
39	2/2.5+HO	1,813		$ 3,150,000	2.7262%	2.2879%	$ 1,814.14	$ 21,769.63	$ 1,475.00	$ 3,289.13
Sub Total		55,571		$ 97,320,000	83.7448%	70.2812%	$ 55,605.81	$ 667,269.75	$ 45,310.15	$ 100,915.96
PH East	3/3+library	2,185	362	$ 4,750,000	3.4216%	2.8715%	$ 2,276.93	$ 27,323.11	$ 1,851.27	$ 4,128.20
PH West	3/3.5	2,563	285	$ 6,250,000	3.9611%	3.3242%	$ 2,635.90	$ 31,630.80	$ 2,143.14	$ 4,779.04
CUPOLA	2/3.5+HO	3,200	789	$ 12,000,000	5.1084%	4.2871%	$ 3,399.38	$ 40,792.54	$ 2,763.89	$ 6,163.27
PH North	3/3.5+HO	2,407	385	$ 5,500,000	3.7641%	3.1589%	$ 2,504.82	$ 30,057.82	$ 2,036.56	$ 4,541.38
Sub Total		10,355	2,310	$ 28,500,000	16.2552%	13.6418%	$ 10,817.02	$ 129,804.26	$ 8,794.85	$ 19,611.88
RES TOTAL		65,926	2,310	$ 125,820,000	100.0000%	83.9230%	$ 66,422.83	$ 797,074.01	$ 54,105.00	$ 120,527.83
Office Unit	N/A	6,822	N/A	not offered for sale	N/A	8.0240%	N/A	N/A	$ 3,739.17	N/A
Retail Unit	N/A	7,273	N/A	not offered for sale	N/A	8.0530%	N/A	N/A	$ 1,739.17	N/A
Total	N/A	N/A	N/A	$ 125,820,000	100.0000%	100.0000%	N/A	N/A	$ 59,583.33	N/A

SPECIAL NOTE: The real estate taxes listed above are for the first year of operation, which is lower than the second year of operation because the first year figures include a period of time when the building was taxed as though it were unrenovated. Based on the opinion of Tuchman, Katz, Schwartz, Gelles, Korngold & Weiss, LLP (as more fully set forth in Part I of the Plan), it is estimated that the real estate taxes for the second year of operation will total approximately $1,054,968, which represents a 32.24% increase over the real estate taxes estimated for the first year of operation.

SEE NOTES TO SCHEDULE A SET FORTH IN THE OFFERING PLAN

SIXTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

141 FIFTH AVENUE CONDOMINIUM
141 FIFTH AVENUE
NEW YORK, NEW YORK 10010

DATED: SEPTEMBER 19, 2007

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Exhibit

A – SCHEDULE A – PURCHASE PRICES AND RELATED INFORMATION

SIXTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

INTRODUCTION

This Sixth Amendment modifies and supplements the terms of the Condominium Offering Plan for the premises known as 141 Fifth Avenue Condominium ("Condominium") located at 141 Fifth Avenue, New York, New York 10010 ("Building"), dated April 24, 2007 ("Plan"), amended by the First through the Fifth Amendments thereto, and should be read in conjunction with the Plan as amended.

The terms of this Sixth Amendment are as follows:

1. PURCHASE PRICE SCHEDULE

Annexed to this Amendment as Exhibit "A" is a revised Section of the Offering Plan entitled "Schedule A - Purchase Prices and Related Information" which reflects the current purchase prices for the Units being offered for sale.

2. INCORPORATION OF PLAN

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

3. DEFINITIONS

Any term used in this Amendment not otherwise defined herein shall have the same meaning ascribed to it in the Plan.

4. NO MATERIAL CHANGES

Except as set forth in this Amendment, there have been no material changes of facts or circumstances affecting the Property or the offering.

SPONSOR:

141 ACQUISITION ASSOCIATES LLC

EXHIBIT "A"

SCHEDULE A – PURCHASE PRICES AND RELATED INFORMATION

SCHEDULE A

141 FIFTH AVENUE CONDOMINIUM
141 Fifth Avenue, New York, New York 10010

SCHEDULE OF OFFERING PRICES AND OTHER RELATED INFORMATION

Sponsor: 141 Acquisition Associates LLC c/o Savanna Partners, 10 East 53rd St. New York, NY 10022

UNIT	BR/BTH	APPROX UNIT SQUARE FOOTAGE	APPROX TERRACE SQUARE FOOTAGE	OFFERING PRICE	% OF RESIDENTIAL COMMON ELEMENTS	% OF GENERAL COMMON ELEMENTS	PROJECTED MONTHLY REAL ESTATE TAXES	PROJECTED ANNUAL REAL ESTATE TAXES	PROJECTED MONTHLY COMMON CHARGES	PROJECTED TOTAL MONTHLY COMMON CHARGES AND REAL ESTATE TAXES
5	1/2+HO	1,205	489	$ 1,825,000	1.8153%	1.5109%	$ 1,206.82	$ 14,481.82	$ 978.93	$ 2,185.75
6	2/2.5+HO	1,757		$ 2,825,000	2.6468%	2.2030%	$ 1,759.65	$ 21,115.82	$ 1,427.37	$ 3,187.02
7	2/2.5+HO	1,819		$ 3,250,000	2.7402%	2.2808%	$ 1,821.74	$ 21,860.94	$ 1,477.73	$ 3,299.48
8	2/2	1,691		$ 2,500,000	2.5474%	2.1203%	$ 1,693.55	$ 20,322.62	$ 1,373.75	$ 3,067.30
9	1/2+HO	1,205		$ 1,525,000	1.8153%	1.5109%	$ 1,206.82	$ 14,481.62	$ 978.93	$ 2,185.75
10	2/2.5+HO	1,757		$ 2,875,000	2.6468%	2.2030%	$ 1,759.65	$ 21,115.62	$ 1,427.37	$ 3,187.02
11	2/2.5+HO	1,819		$ 3,375,000	2.7402%	2.2808%	$ 1,821.74	$ 21,860.94	$ 1,477.73	$ 3,299.48
12	2/2.5	1,791		$ 2,675,000	2.6981%	2.2457%	$ 1,793.70	$ 21,524.43	$ 1,454.99	$ 3,248.69
14	1/2+HO	1,205		$ 1,850,000	1.8153%	1.5109%	$ 1,206.82	$ 14,481.82	$ 978.93	$ 2,185.75
15	2/2.5+HO	1,720		$ 2,900,000	2.5911%	2.1567%	$ 1,722.60	$ 20,671.15	$ 1,397.31	$ 3,119.90
16	2/2.5+HO	1,766		$ 3,550,000	2.6604%	2.2143%	$ 1,768.66	$ 21,223.98	$ 1,434.68	$ 3,203.34
17	2/2.5	1,759		$ 2,700,000	2.6498%	2.2056%	$ 1,761.65	$ 21,139.85	$ 1,428.99	$ 3,190.64
18	1/2+HO	1,205		$ 1,575,000	1.8153%	1.5109%	$ 1,206.82	$ 14,481.82	$ 978.93	$ 2,185.75
19	2/2.5+HO	1,720		$ 2,950,000	2.5911%	2.1567%	$ 1,722.60	$ 20,671.15	$ 1,397.31	$ 3,119.90
20	2/2.5+HO	1,766		$ 3,700,000	2.6604%	2.2143%	$ 1,768.66	$ 21,223.98	$ 1,434.68	$ 3,203.34
21	2/2.5	1,759		$ 2,750,000	2.6498%	2.2056%	$ 1,761.65	$ 21,139.85	$ 1,428.99	$ 3,190.64
22	1/2+HO	1,203		$ 1,645,000	1.8123%	1.5084%	$ 1,204.82	$ 14,457.78	$ 977.30	$ 2,182.12
23	2/2.5+HO	1,722		$ 3,000,000	2.5941%	2.1592%	$ 1,724.60	$ 20,695.18	$ 1,398.93	$ 3,123.53
24	2/2.5+HO	1,766		$ 3,800,000	2.6604%	2.2143%	$ 1,768.66	$ 21,223.98	$ 1,434.68	$ 3,203.34
25	2/2.5	1,759		$ 2,800,000	2.6498%	2.2056%	$ 1,761.65	$ 21,139.85	$ 1,428.99	$ 3,190.64
26	1/2+HO	1,203		$ 1,695,000	1.8123%	1.5084%	$ 1,204.82	$ 14,457.78	$ 977.30	$ 2,182.12
27	2/2.5+HO	1,722		$ 3,075,000	2.5941%	2.1592%	$ 1,724.60	$ 20,695.18	$ 1,398.93	$ 3,123.53
28	2/2.5+HO	1,766		$ 3,900,000	2.6604%	2.2143%	$ 1,768.66	$ 21,223.98	$ 1,434.68	$ 3,203.34
29	2/2.5	1,759		$ 2,850,000	2.6488%	2.2056%	$ 1,761.65	$ 21,139.85	$ 1,428.99	$ 3,190.64
30	1/2+HO	1,203		$ 1,745,000	1.8123%	1.5084%	$ 1,204.82	$ 14,457.78	$ 977.30	$ 2,182.12
31	2/2.5+HO	1,759		$ 3,225,000	2.6498%	2.2056%	$ 1,761.65	$ 21,139.85	$ 1,428.99	$ 3,190.64
32	2/2.5+HO	1,819		$ 4,000,000	2.7402%	2.2808%	$ 1,821.74	$ 21,860.94	$ 1,477.73	$ 3,299.48
33	2/2.5	1,781		$ 2,900,000	2.6981%	2.2457%	$ 1,793.70	$ 21,524.43	$ 1,454.99	$ 3,248.69
34	1/2+HO	1,203		$ 1,770,000	1.8123%	1.5084%	$ 1,204.82	$ 14,457.78	$ 977.30	$ 2,182.12
35	2/2.5+HO	1,759		$ 3,375,000	2.6498%	2.2056%	$ 1,761.65	$ 21,139.85	$ 1,428.99	$ 3,190.64
36	2/2.5+HO	1,819		$ 4,100,000	2.7402%	2.2808%	$ 1,821.74	$ 21,860.94	$ 1,477.73	$ 3,299.48
37	2/2.5	1,791		$ 3,050,000	2.6981%	2.2457%	$ 1,793.70	$ 21,524.43	$ 1,454.99	$ 3,248.69
38	2/2.5+HO	1,770		$ 4,200,000	2.6664%	2.2193%	$ 1,772.67	$ 21,272.05	$ 1,437.93	$ 3,210.60
39	2/2.5+HO	1,819		$ 3,150,000	2.7312%	2.2733%	$ 1,815.74	$ 21,788.83	$ 1,472.86	$ 3,288.60
Sub Total		55,571		$ 97,105,000	83.7149%	69.6787%	$ 55,654.86	$ 667,858.31	$ 45,145.22	$ 100,800.07
PH East	3/3+library	2,185	362	$ 4,750,000	3.4279%	2.8532%	$ 2,278.93	$ 27,347.21	$ 1,852.74	$ 4,131.67
PH West	3/3.5	2,563	285	$ 6,250,000	3.9684%	3.3030%	$ 2,638.23	$ 31,658.70	$ 2,144.83	$ 4,783.06
CUPOLA	2/3.5+HO	3,200	789	$ 12,000,000	5.1178%	4.2597%	$ 3,402.38	$ 40,828.52	$ 2,766.08	$ 6,168.45
PH North	3/3.5+HO	2,407	385	$ 5,500,000	3.7710%	3.1387%	$ 2,507.03	$ 30,084.33	$ 2,038.17	$ 4,545.20
Sub Total		10,355	1,821	$ 28,500,000	16.2851%	13.5546%	$ 10,826.56	$ 129,918.76	$ 8,801.82	$ 19,628.39
RES TOTAL		65,926	1,821	$ 125,605,000	100.0000%	83.2333%	$ 66,481.42	$ 797,777.07	$ 53,947.04	$ 120,428.46
Office Unit	N/A	6,476	N/A	not offered for sale	N/A	8.1200%	N/A	N/A	$ 3,944.67	N/A
Retail Unit	N/A	6,896	N/A	not offered for sale	N/A	8.6467%	N/A	N/A	$ 1,711.33	N/A
Total	N/A	N/A	N/A	$ 125,605,000	100.0000%	100.0000%	N/A	N/A	$ 59,603.04	N/A

SPECIAL NOTE: The real estate taxes listed above are for the first year of operation, which is lower than the second year of operation because the first year figures include a period of time when the building was taxed as though it were unrenovated. Based on the opinion of Tuchman, Katz, Schwartz, Gelles, Korngold & Weiss, LLP (as more fully set forth in Part I of the Plan), it is estimated that the real estate taxes for the second year of operation will total approximately $1,047,793, which represents a 32.36% increase over the real estate taxes estimated for the first year of operation.

See Notes to Schedule A set forth in the Offering Plan

FIFTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

141 FIFTH AVENUE CONDOMINIUM
141 FIFTH AVENUE
NEW YORK, NEW YORK 10010

DATED: JUNE 25, 2007

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A – ESCROW AND TRUST FUND REQUIREMENTS

B – ESCROW AGREEMENT

FIFTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

INTRODUCTION

This Fifth Amendment modifies and supplements the terms of the Condominium Offering Plan for the premises known as 141 Fifth Avenue Condominium ("Condominium") located at 141 Fifth Avenue, New York, New York 10010 ("Building"), dated April 24, 2007 ("Plan"), amended by the First through the Fourth Amendments thereto, and should be read in conjunction with the Plan as amended.

The terms of this Fifth Amendment are as follows:

1. NEW ATTORNEYS FOR SPONSOR

Starr Associates LLP, having an office at 245 Fifth Avenue, Suite 1102, New York, New York 10016, telephone: (212) 620-2680, fax: (212) 696-5013, are the new Attorneys for Sponsor in connection with the Plan. Starr Associates LLP will serve as Escrow Agent and will represent the Sponsor in connection with the sale of Residential Units and Storage Bins. The section of the Plan entitled "Identity of Parties" and the Purchase Agreement is deemed amended accordingly.

2. ESCROW AND TRUST FUND REQUIREMENTS

The section of the Plan entitled "Escrow and Trust Fund Requirements" is deleted in its entirety and is replaced with the "Escrow and Trust Fund Requirements" annexed hereto as Exhibit "A".

Starr Associates LLP ("Escrow Agent") hereby replaces Mintz Levin Cohn Ferris Glovsky and Popeo P.C. ("Former Escrow Agent") as the Escrow Agent.

All Deposits made by Purchasers after the filing date of the Amendment will be held by Escrow Agent in accordance with the Escrow and Trust Fund Requirements annexed hereto as Exhibit "A". All Deposits , together with any and all interest earned thereon, under the control of the Former Escrow Agent, will be transferred to Escrow Agent and shall be held in accordance with the Escrow and Trust Fund Requirements annexed hereto as Exhibit "A".

Annexed hereto as Exhibit "B" is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations.

3. INCORPORATION OF PLAN

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

4. DEFINITIONS

Any term used in this Amendment not otherwise defined herein shall have the same meaning ascribed to it in the Plan.

5. NO MATERIAL CHANGES

Except as set forth in this Amendment, there have been no material changes of facts or circumstances affecting the Property or the offering.

SPONSOR:

141 ACQUISITION ASSOCIATES LLC

EXHIBIT "A"

ESCROW AND TRUST FUND REQUIREMENTS

ESCROW AND TRUST FUND REQUIREMENTS

All downpayments, advances and payments made by Purchasers prior to the Closing ("Deposits") will be held in escrow in conformity with the disclosure contained herein.

Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto. The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

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

All Deposits made by Purchasers prior to the Closing of each individual transaction will be placed in a segregated special escrow account of Starr Associates LLP, the escrow agent ("Escrow Agent"), whose address is 245 Fifth Avenue, Suite 1102, New York, New York 10016 and whose telephone number is (212) 620-2680. The attorneys who are signatories on these accounts authorized to withdraw funds, acting singly, are: Allan Starr, Esq., Andrea L. Roschelle, Esq., Samantha Sheeber, Esq., Hillary A. Potashnick, Esq., Jane Rosenberg, Esq. and Evan R. Schieber, Esq. Escrow Agent has established a master escrow account entitled "Starr Associates LLP, Escrow Account" ("Master Escrow Account") at Valley National Bank located at 275 Madison Avenue, New York, New York 10016 ("Escrow Bank"). Deposits will be placed in the Master Escrow Account within 5 business days after tender by Purchaser to Sponsor or Selling Agent. Any subsequent Deposit tendered by Purchaser after the initial Deposit will be placed in any one of the Master Escrow Accounts within 10 business days after tender by Purchaser to Sponsor or Selling Agent.

All Deposits will be placed initially in the non-interest bearing portion of the Master Escrow Account (including Deposits for upgrades or extras ordered by Purchasers). Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status) in the forms set forth in Part II of the Plan, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Purchase Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser (except for Deposits for upgrades or extras ordered by Purchasers). If a Purchaser does not deliver the Form W-9 or Form W-8, the Deposit will remain in the non-interest bearing portion of the Master Escrow Account. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow account to the non-interest bearing portion of the Master Escrow Account so that checks may be drawn thereon.

The sub-escrow account number and the initial interest rate, if any, will be disclosed to each Purchaser, as appropriate, in a letter from Escrow Agent to each Purchaser sent within 10 business days after the tender of the Deposit. If Purchaser does not receive notice that the Deposit has been placed in the Master Escrow Account within 15 business days after tender of the Deposit, Purchaser may cancel the Purchase and rescind so long as the right to rescind is exercised within 90 days after tender or crediting of the Deposit or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Attorney General's

regulations. Escrow Agent will not be required to send the letter to each Purchaser referred to above in connection with any additional Deposits tendered by Purchaser (or changes in interest rate) after the initial Deposit.

The Escrow Bank is covered by federal bank Deposit insurance to a maximum of $100,000 per individual Deposit. The following are SPECIAL RISKS of this offer: (i) if a Purchaser makes a Deposit in excess of $100,000 such Deposit will not be federally insured in excess of $100,000; and (ii) while the Deposit is in the non-interest bearing portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $100,000.

The Deposit may be tendered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service or mailed by certified mail, return receipt requested, overnight courier or express mail service. The Deposit shall be deemed tendered by Purchaser on the date it is actually received by Sponsor or Selling Agent.

Acceptance of the Deposit by Sponsor or Selling Agent and the Deposit thereof by Escrow Agent into escrow shall not be deemed a binding agreement by Sponsor to sell to Purchaser unless and until Purchaser executes a Purchase Agreement and Sponsor or Selling Agent executes a duplicate thereof and delivers the Purchase Agreement to Purchaser in accordance with the terms of the Plan.

If a Purchaser tenders a Deposit without an executed Purchase Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within 5 business days after tender, if the Deposit has not been Deposited into escrow, and (ii) within 10 business days, if the Deposit has been deposited into escrow and the Purchase Agreement has not yet been delivered by Purchaser.

The checking account portion of the Master Escrow Account will not be interest-bearing. The sub-escrow account portion of the Master Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement, or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to Sponsor only in the event there is a "consummation of the Plan" (as such term is defined in the Attorney General's regulations) and Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts. Interest will begin to accrue within: (x) 3 business days, if the Deposit is cash or cash equivalent, or (y) 5 business days, if the Deposit is other than cash or cash equivalent, of the transfer of the Deposit from the checking account portion of the Master Escrow Account into the sub-escrow account portion of the Master Escrow Account.

All instruments shall be made payable directly to the order of "Starr Associates LLP, as escrow agent." Endorsed instruments will not be accepted.

If a check delivered by a Purchaser fails for collection, the Purchase Agreement will be deemed void ab initio (as if the Purchase Agreement had never been executed) at the option of Sponsor, who reserves the right to exercise this option in its discretion by written notice to Purchaser given within 10 business days of Sponsor receiving notice from Escrow Agent of such failure for collection.

Escrow Agent will hold the Deposit until otherwise directed in:

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

(ii) a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or

(iii) a judgment or order of a court of competent jurisdiction.

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The Escrow Bank is covered by federal bank Deposit insurance to a maximum of $100,000 per individual Deposit. The following are SPECIAL RISKS of this offer: (i) if a Purchaser makes a Deposit in excess of $100,000 such Deposit will not be federally insured in excess of $100,000; and (ii) while the Deposit is in the non-interest bearing portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $100,000.

The Deposit may be tendered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service or mailed by certified mail, return receipt requested, overnight courier or express mail service. The Deposit shall be deemed tendered by Purchaser on the date it is actually received by Sponsor or Selling Agent.

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Escrow Agent will hold the Deposit until otherwise directed in:

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

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(iii) a judgment or order of a court of competent jurisdiction.

FIFTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

141 FIFTH AVENUE CONDOMINIUM
141 FIFTH AVENUE
NEW YORK, NEW YORK 10010

DATED: JUNE 25, 2007

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B – ESCROW AGREEMENT

FIFTH AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

INTRODUCTION

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Annexed hereto as Exhibit "B" is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations.

3. INCORPORATION OF PLAN

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

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Any term used in this Amendment not otherwise defined herein shall have the same meaning ascribed to it in the Plan.

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SPONSOR:

141 ACQUISITION ASSOCIATES LLC

EXHIBIT "A"

ESCROW AND TRUST FUND REQUIREMENTS

ESCROW AND TRUST FUND REQUIREMENTS

All downpayments, advances and payments made by Purchasers prior to the Closing ("Deposits") will be held in escrow in conformity with the disclosure contained herein.

Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto. The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

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

All Deposits made by Purchasers prior to the Closing of each individual transaction will be placed in a segregated special escrow account of Starr Associates LLP, the escrow agent ("Escrow Agent"), whose address is 245 Fifth Avenue, Suite 1102, New York, New York 10016 and whose telephone number is (212) 620-2680. The attorneys who are signatories on these accounts authorized to withdraw funds, acting singly, are: Allan Starr, Esq., Andrea L. Roschelle, Esq., Samantha Sheeber, Esq., Hillary A. Potashnick, Esq., Jane Rosenberg, Esq. and Evan R. Schieber, Esq. Escrow Agent has established a master escrow account entitled "Starr Associates LLP, Escrow Account" ("Master Escrow Account") at Valley National Bank located at 275 Madison Avenue, New York, New York 10016 ("Escrow Bank"). Deposits will be placed in the Master Escrow Account within 5 business days after tender by Purchaser to Sponsor or Selling Agent. Any subsequent Deposit tendered by Purchaser after the initial Deposit will be placed in any one of the Master Escrow Accounts within 10 business days after tender by Purchaser to Sponsor or Selling Agent.

All Deposits will be placed initially in the non-interest bearing portion of the Master Escrow Account (including Deposits for upgrades or extras ordered by Purchasers). Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status) in the forms set forth in Part II of the Plan, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Purchase Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser (except for Deposits for upgrades or extras ordered by Purchasers). If a Purchaser does not deliver the Form W-9 or Form W-8, the Deposit will remain in the non-interest bearing portion of the Master Escrow Account. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow account to the non-interest bearing portion of the Master Escrow Account so that checks may be drawn thereon.

The sub-escrow account number and the initial interest rate, if any, will be disclosed to each Purchaser, as appropriate, in a letter from Escrow Agent to each Purchaser sent within 10 business days after the tender of the Deposit. If Purchaser does not receive notice that the Deposit has been placed in the Master Escrow Account within 15 business days after tender of the Deposit, Purchaser may cancel the Purchase and rescind so long as the right to rescind is exercised within 90 days after tender or crediting of the Deposit or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Attorney General's

regulations. Escrow Agent will not be required to send the letter to each Purchaser referred to above in connection with any additional Deposits tendered by Purchaser (or changes in interest rate) after the initial Deposit.

The Escrow Bank is covered by federal bank Deposit insurance to a maximum of $100,000 per individual Deposit. The following are SPECIAL RISKS of this offer: (i) if a Purchaser makes a Deposit in excess of $100,000 such Deposit will not be federally insured in excess of $100,000; and (ii) while the Deposit is in the non-interest bearing portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $100,000.

The Deposit may be tendered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service or mailed by certified mail, return receipt requested, overnight courier or express mail service. The Deposit shall be deemed tendered by Purchaser on the date it is actually received by Sponsor or Selling Agent.

Acceptance of the Deposit by Sponsor or Selling Agent and the Deposit thereof by Escrow Agent into escrow shall not be deemed a binding agreement by Sponsor to sell to Purchaser unless and until Purchaser executes a Purchase Agreement and Sponsor or Selling Agent executes a duplicate thereof and delivers the Purchase Agreement to Purchaser in accordance with the terms of the Plan.

If a Purchaser tenders a Deposit without an executed Purchase Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within 5 business days after tender, if the Deposit has not been Deposited into escrow, and (ii) within 10 business days, if the Deposit has been deposited into escrow and the Purchase Agreement has not yet been delivered by Purchaser.

The checking account portion of the Master Escrow Account will not be interest-bearing. The sub-escrow account portion of the Master Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement, or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to Sponsor only in the event there is a "consummation of the Plan" (as such term is defined in the Attorney General's regulations) and Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts. Interest will begin to accrue within: (x) 3 business days, if the Deposit is cash or cash equivalent, or (y) 5 business days, if the Deposit is other than cash or cash equivalent, of the transfer of the Deposit from the checking account portion of the Master Escrow Account into the sub-escrow account portion of the Master Escrow Account.

All instruments shall be made payable directly to the order of "Starr Associates LLP, as escrow agent." Endorsed instruments will not be accepted.

If a check delivered by a Purchaser fails for collection, the Purchase Agreement will be deemed void ab initio (as if the Purchase Agreement had never been executed) at the option of Sponsor, who reserves the right to exercise this option in its discretion by written notice to Purchaser given within 10 business days of Sponsor receiving notice from Escrow Agent of such failure for collection.

Escrow Agent will hold the Deposit until otherwise directed in:

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

(ii) a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or

(iii) a judgment or order of a court of competent jurisdiction.

Under no circumstances shall Sponsor apply for release of the escrowed funds of a defaulting Purchaser until after consummation of the Plan. Consummation of the Plan does not relieve Sponsor of its obligations pursuant to General Business Law Section 352-h.

If there is no written agreement between the parties to release the Deposit, Escrow Agent will not pay the Deposit to Sponsor until Escrow Agent has given Purchaser written notice of not fewer than 10 business days. Thereafter, the Deposit 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 has so notified Escrow Agent in accordance with such provisions and Escrow Agent has received such notice.

Sponsor will not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to:

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

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

The Purchase Agreement provides that Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under the Purchase Agreement.

If Sponsor elects to change the Escrow Bank and/or Escrow Agent, such change will be disclosed in a duly filed amendment to the Plan prior to transferring any Deposits.

Purchasers and Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the Deposit 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 set forth in Part II of the Plan. The party applying for a determination must send to all other parties by certified mail, return receipt requested, a copy of the application.

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

If the application permitting the release of funds is granted, the Deposit and any interest earned thereon shall be disposed of in accordance with the determination of the Attorney General, subject to any court action in which preliminary relief is granted. If the application seeking the release of funds is denied, the Escrow Agent shall continue to hold the Deposit and any interest earned thereon until:

(i) both Sponsor and Purchaser direct payment to a specified party in accordance with a written direction signed by both Sponsor and the Purchaser;

(ii) a judgment or order of a court of competent jurisdiction is served on the Escrow Agent; or

(iii) the Escrow Agent deposits the disputed amount into court.

In no event shall the Escrow Agent release funds in dispute, other than a payment of such funds into court until such dispute is finally resolved either by determination of the Attorney General or by order or judgment of a court competent jurisdiction or by written grant of Sponsor and Purchaser.

Set forth as Exhibit "B" to the Fifth Amendment to the Plan is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations.

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

Escrow Agent is acting merely as a stakeholder. Upon payment of the Deposit pursuant to the Plan, Escrow Agent shall be fully released from all liability and obligation with respect to the Deposit. Escrow Agent shall accept a Deposit made by check, subject to collection.

Sponsor has agreed to indemnify Escrow Agent from all costs, claims, expenses and damages incurred in connection with or arising out of the escrow agreement or the performance or non-performance of Escrow Agent's duties under the escrow agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the escrow agreement or involving gross negligence of Escrow Agent.

Sponsor has agreed to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties under the escrow agreement. Escrow Agent's fees and disbursements will neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

Escrow Agent will maintain all records concerning the Master Escrow Account for 7 years after the release of funds.

EXHIBIT "B"

ESCROW AGREEMENT

ESCROW: AGREEMENT FOR OFFERING PLAN

AGREEMENT made as of June 21, 2007, between 141 Acquisition Associates LLC ("SPONSOR") as SPONSOR of the Offering Plan (defined below) and Starr Associates LLP ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR is the SPONSOR of an offering plan for premises known as 141 Fifth Avenue Condominium and located at 141 Fifth Avenue, New York, New York 10010 ("Offering Plan"); and

WHEREAS, Starr Associates LLP is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers or subscribers, pursuant to the terms of this Agreement and the Offering Plan.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1 ESCROW AGENT will establish a master escrow account for the purpose of holding deposits, downpayments, advances or payments ("Deposits") made by purchasers or subscribers ("Purchasers") pursuant to the Offering Plan at a commercial or savings bank having a branch located in New York City entitled Starr Associates LLP ("Master Escrow Account").

1.2 All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. If ESCROW AGENT receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8 (Certificate of Foreign Status), as applicable, from a Purchaser at the time the Deposit is delivered to ESCROW AGENT, the Deposit of such Purchaser will be promptly transferred from the non-interest bearing checking portion of the Master Escrow Account into an individual interest bearing sub-escrow account in the name of such Purchaser. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account so that checks may be drawn thereon.

1.3 Partners in, or attorneys employed by, ESCROW AGENT are the sole signatories on the Master Escrow Account.

1.4 The Master Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

1.5 All interest will be credited to Purchaser at such time as: (i) there is a closing under the Contract of Sale (defined below), or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to SPONSOR only in the event there is a "consummation of the Offering Plan" (as such term is defined in the Attorney

General's regulations) and Purchaser defaults.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All funds received from Purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the Master Escrow Account. All instruments to be deposited into the Master Escrow Account shall be made payable directly to the order of "Starr Associates LLP, as Escrow Agent". Endorsed instruments will not be accepted. Any instrument payable other than as required hereby, and which cannot be deposited into the Master Escrow Account, shall be returned to the Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within ten (10) business days after tender of the Deposit submitted with the purchase agreement or subscription agreement ("Contract of Sale"), ESCROW AGENT shall notify the Purchaser of the deposit of such funds in the Master Escrow Account, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the Deposit, the Purchaser may cancel the Contract of Sale and rescind within ninety (90) days after tender of the Deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited in accordance with the Attorney General's regulations and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

3.1 ESCROW AGENT shall not release the Deposit of a defaulting Purchaser until after consummation of the Offering Plan. Consummation of the Offering Plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 ESCROW AGENT shall continue to hold the Deposit in escrow until otherwise directed in (a) a writing signed by both SPONSOR and Purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

3.3 SPONSOR shall not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan, or (b) all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

3.4 In the event SPONSOR and a Purchaser close title under the Contract of Sale, ESCROW AGENT shall be entitled to release the Deposit to SPONSOR without the need for a written agreement from Purchaser.

3.5 Except as otherwise set forth above, if there is no written agreement between the parties to release the Deposit, ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the Deposit may be paid to SPONSOR unless the Purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and ESCROW AGENT has received notice from the Purchaser in accordance with such provisions.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the Master Escrow Account for seven (7) years after release of the funds.

4.2 Upon the dissolution of ESCROW AGENT, the former partners of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the Master Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

5.3 ESCROW AGENT shall not be liable to SPONSOR for any error in judgment, mistake of fact or law or for any act or omission on ESCROW AGENT'S part, including, without limitation, any act or omission which permits a Purchaser to rescind a Contract of Sale, unless taken or suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of ESCROW AGENT.

5.4 ESCROW AGENT shall be permitted to act as counsel for SPONSOR in any dispute as to the disbursement of the Deposit or any other dispute between SPONSOR and a Purchaser whether or not ESCROW AGENT is in possession of the Deposit and continues to act as ESCROW AGENT.

5.5 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

5.6 ESCROW AGENT may consult with legal counsel selected by it and the opinion of such counsel shall be full and complete authorization and protection to ESCROW AGENT in respect of any action taken or omitted in good faith by ESCROW

AGENT hereunder in accordance with the opinion of such counsel.

5.7 The provisions of paragraphs 5.5 and 5.6 shall apply only to SPONSOR and nothing contained therein shall be in derogation of the rights of a purchaser under Article 23-A of the General Business Law.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver all Deposits received by them prior to closing of an individual transaction to a designated attorney who is a partner of or attorney or legal assistant employed by ESCROW AGENT within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by ESCROW AGENT from time to time.

6.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and compliance with the Attorney General's regulations.

6.3 SPONSOR shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from each Purchaser and deliver such form to ESCROW AGENT together with the Deposit and Contract of Sale.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is cancelled by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign. Such resignation shall take effect on the date set forth in the notice from ESCROW AGENT, except such resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent with respect to Deposits held in the Master Escrow Account on the date of such resignation; or

(c) All units offered by SPONSOR pursuant to the Offering Plan have been sold and no Deposits of Purchasers from SPONSOR remain in the Master Escrow Account.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1 (a) or (b) above, ESCROW AGENT shall deliver any and all funds held by ESCROW AGENT in escrow and any and all contracts or documents maintained by ESCROW AGENT relating to such funds to the new escrow agent.

8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

SPONSOR agrees to pay ESCROW AGENT for services rendered by its attorneys and paralegals and expenses incurred by ESCROW AGENT in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposit. SPONSOR shall not be charged with any administrative costs for maintenance of the Master Escrow Account. ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

11. SEVERABILITY.

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. INDEMNIFICATION

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

13. ALTERNATE SECURITY

In the event SPONSOR is authorized by the Department of Law to post a Letter of Credit or Surety Bond as alternate security to secure all or a portion of the Deposits, ESCROW AGENT agrees to be the beneficiary of the Letter of Credit or Surety Bond and to act as fiduciary with respect to such Letter of Credit or Surety Bond for the benefit of Purchasers under the Offering Plan whose Deposits were released from escrow in accordance with the "Escrow and Trust Fund" section of the Offering Plan or an amendment to the Offering Plan.

14. ENTIRE AGREEMENT.

This Agreement, read together with GBL Sections 352-e(2-b) and 352-h and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:

STARR ASSOCIATES LLP

By: Allan Starr
Name: Allan Starr, Esq.
Title: Partner

SPONSOR:

141 ACQUISITION ASSOCIATES LLC

By: 141 Fifth Avenue Partners LLC, Managing Member

By: 141 Fifth Avenue Manager LLC, Managing Member

By: Savanna 141 Principals LLC, Managing Member

By: _____
Name: Christopher Schlank
Title: Manager

FOURTH AMENDMENT
TO
CONDOMINIUM OFFERING PLAN
FOR
141 FIFTH AVENUE CONDOMINIUM

This Fourth Amendment (this "Amendment") modifies and supplements the terms of the Condominium Offering Plan for the premises known as 141 Fifth Avenue Condominium, 141 Fifth Avenue, New York, New York, accepted for filing on April 24, 2007 as amended by the First Amendment dated May 11, 2007, and as amended by the Second Amendment dated May 11, 2007 (as amended, the "Plan"), and as amended by the Third Amendment dated May 21, 2007, is incorporated into and should be read in conjunction with the Plan. The terms of this Fourth Amendment are as follows:

1. **Purpose of Amendment**

The purpose of this amendment is to disclose a price change.

2. **Price Changes**

At this time, Sponsor is offering for sale the units at the prices listed on "Exhibit A".

3. **Definitions**

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

4. **Incorporation of the Plan**

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

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

There have been no material changes in the Plan except as set forth in this Amendment.

Dated: June 13, 2007

141 ACQUISITION ASSOCIATES LLC

SPONSOR

480420

EXHIBIT A

PRICE CHANGES

EXHIBIT "A"

UNIT #	OFFERING PLAN PRICE	2ND AMENDMENT PRICE	3RD AMENDMENT PRICE	4th AMENDMENT PRICE
5	$ 1,525,000	$ 1,525,000	$ 1,525,000	$ 1,525,000
6	$ 2,650,000	$ 2,700,000	$ 2,775,000	$ 2,825,000
7	$ 3,000,000	$ 3,050,000	$ 3,200,000	$ 3,250,000
8	$ 2,350,000	$ 2,400,000	$ 2,450,000	$ 2,500,000
9	$ 1,525,000	$ 1,525,000	$ 1,525,000	$ 1,525,000
10	$ 2,700,000	$ 2,750,000	$ 2,825,000	$ 2,875,000
11	$ 3,150,000	$ 3,200,000	$ 3,300,000	$ 3,375,000
12	$ 2,525,000	$ 2,575,000	$ 2,625,000	$ 2,675,000
14	$ 1,550,000	$ 1,550,000	$ 1,550,000	$ 1,550,000
15	$ 2,675,000	$ 2,725,000	$ 2,800,000	$ 2,900,000
16	$ 3,300,000	$ 3,350,000	$ 3,450,000	$ 3,550,000
17	$ 2,525,000	$ 2,575,000	$ 2,625,000	$ 2,700,000
18	$ 1,575,000	$ 1,575,000	$ 1,575,000	$ 1,575,000
19	$ 2,700,000	$ 2,750,000	$ 2,825,000	$ 2,950,000
20	$ 3,400,000	$ 3,450,000	$ 3,550,000	$ 3,700,000
21	$ 2,575,000	$ 2,625,000	$ 2,675,000	$ 2,750,000
22	$ 1,625,000	$ 1,645,000	$ 1,645,000	$ 1,645,000
23	$ 2,775,000	$ 2,825,000	$ 2,900,000	$ 3,000,000
24	$ 3,500,000	$ 3,550,000	$ 3,650,000	$ 3,800,000
25	$ 2,625,000	$ 2,675,000	$ 2,725,000	$ 2,800,000
26	$ 1,675,000	$ 1,695,000	$ 1,695,000	$ 1,695,000
27	$ 2,850,000	$ 2,900,000	$ 2,975,000	$ 3,075,000
28	$ 3,600,000	$ 3,650,000	$ 3,750,000	$ 3,900,000
29	$ 2,675,000	$ 2,725,000	$ 2,775,000	$ 2,850,000
30	$ 1,725,000	$ 1,745,000	$ 1,745,000	$ 1,745,000
31	$ 3,000,000	$ 3,050,000	$ 3,125,000	$ 3,225,000
32	$ 3,700,000	$ 3,750,000	$ 3,850,000	$ 4,000,000
33	$ 2,725,000	$ 2,775,000	$ 2,825,000	$ 2,900,000
34	$ 1,750,000	$ 1,770,000	$ 1,770,000	$ 1,770,000
35	$ 3,100,000	$ 3,150,000	$ 3,225,000	$ 3,375,000
36	$ 3,750,000	$ 3,800,000	$ 3,900,000	$ 4,100,000
37	$ 2,800,000	$ 2,850,000	$ 2,900,000	$ 3,050,000
38	$ 3,850,000	$ 3,900,000	$ 4,000,000	$ 4,200,000
39	$ 2,900,000	$ 2,950,000	$ 3,000,000	$ 3,150,000
PH East	$ 4,750,000	$ 4,750,000	$ 4,750,000	$ 4,750,000
PH West	$ 5,995,000	$ 5,995,000	$ 6,250,000	$ 6,250,000
Cupola	$ 12,000,000	$ 12,000,000	$ 12,000,000	$ 12,000,000
PH North	$ 5,500,000	$ 5,500,000	$ 5,500,000	$ 5,500,000
TOTAL	$ 118,595,000	$ 119,975,000	$ 122,230,000	$ 125,005,000

THIRD AMENDMENT
TO
CONDOMINIUM OFFERING PLAN
FOR
141 FIFTH AVENUE CONDOMINIUM

This Third Amendment (this "Amendment") modifies and supplements the terms of the Condominium Offering Plan for the premises known as 141 Fifth Avenue Condominium, 141 Fifth Avenue, New York, New York, Second accepted for filing on April 24, 2007 as amended by the First Amendment dated May 11, 2007 and as amended by the Second Amendment dated May 11, 2007 (as amended, the "Plan"), and is incorporated into and should be read in conjunction with the Plan. The terms of this Second Amendment are as follows:

1. Purpose of Amendment

The purpose of this amendment is to disclose a price change.

2. Price Changes

At this time, Sponsor is offering for sale the units at the prices listed on "Exhibit A".

The Holder reserves the right to negotiate the terms and conditions of a Contract, including but not limited to (i) cash purchase price, (ii) down payment amount, (iii) financing and other contingencies, (iv) payment of closing costs, (v) renovation and repairs to the apartment, (vi) closing date and (vii) payment of transfer taxes.

3. Definitions

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

4. Incorporation of the Plan

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

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

There have been no material changes in the Plan except as set forth in this Amendment.

Dated: May 21, 2007

141 ACQUISITION ASSOCIATES LLC
SPONSOR

EXHIBIT A

PRICE CHANGES

EXHIBIT "A"

UNIT #	OFFERING PLAN PRICE	2ND AMENDMENT PRICE	3RD AMENDMENT PRICE
5	$ 1,525,000	$ 1,525,000	$ 1,525,000
6	$ 2,650,000	$ 2,700,000	$ 2,775,000
7	$ 3,000,000	$ 3,050,000	$ 3,200,000
8	$ 2,350,000	$ 2,400,000	$ 2,450,000
9	$ 1,525,000	$ 1,525,000	$ 1,525,000
10	$ 2,700,000	$ 2,750,000	$ 2,825,000
11	$ 3,150,000	$ 3,200,000	$ 3,300,000
12	$ 2,525,000	$ 2,575,000	$ 2,625,000
14	$ 1,550,000	$ 1,550,000	$ 1,550,000
15	$ 2,675,000	$ 2,725,000	$ 2,800,000
16	$ 3,300,000	$ 3,350,000	$ 3,450,000
17	$ 2,525,000	$ 2,575,000	$ 2,625,000
18	$ 1,575,000	$ 1,575,000	$ 1,575,000
19	$ 2,700,000	$ 2,750,000	$ 2,825,000
20	$ 3,400,000	$ 3,450,000	$ 3,550,000
21	$ 2,575,000	$ 2,625,000	$ 2,675,000
22	$ 1,625,000	$ 1,645,000	$ 1,645,000
23	$ 2,775,000	$ 2,825,000	$ 2,900,000
24	$ 3,500,000	$ 3,550,000	$ 3,650,000
25	$ 2,625,000	$ 2,675,000	$ 2,725,000
26	$ 1,675,000	$ 1,695,000	$ 1,695,000
27	$ 2,850,000	$ 2,900,000	$ 2,975,000
28	$ 3,600,000	$ 3,650,000	$ 3,750,000
29	$ 2,675,000	$ 2,725,000	$ 2,775,000
30	$ 1,725,000	$ 1,745,000	$ 1,745,000
31	$ 3,000,000	$ 3,050,000	$ 3,125,000
32	$ 3,700,000	$ 3,750,000	$ 3,850,000
33	$ 2,725,000	$ 2,775,000	$ 2,825,000
34	$ 1,750,000	$ 1,770,000	$ 1,770,000
35	$ 3,100,000	$ 3,150,000	$ 3,225,000
36	$ 3,750,000	$ 3,800,000	$ 3,900,000
37	$ 2,800,000	$ 2,850,000	$ 2,900,000
38	$ 3,850,000	$ 3,900,000	$ 4,000,000
39	$ 2,900,000	$ 2,950,000	$ 3,000,000
PH East	$ 4,750,000	$ 4,750,000	$ 4,750,000
PH West	$ 5,995,000	$ 5,995,000	$ 6,250,000
Cupola	$ 12,000,000	$ 12,000,000	$ 12,000,000
PH North	$ 5,500,000	$ 5,500,000	$ 5,500,000
TOTAL	$ 118,595,000	$ 119,975,000	$ 122,230,000

SECOND AMENDMENT
TO
CONDOMINIUM OFFERING PLAN
FOR
141 FIFTH AVENUE CONDOMINIUM

This Second Amendment (this "Amendment") modifies and supplements the terms of the Condominium Offering Plan for the premises known as 141 Fifth Avenue Condominium, 141 Fifth Avenue, New York, New York, Second accepted for filing on April 24, 2007 as amended by First Amendment filed on May 10, 2007 (as amended, the "Plan"), and is incorporated into and should be read in conjunction with the Plan. The terms of this Second Amendment are as follows:

1. **Purpose of Amendment**

The purpose of this amendment is to disclose a price change.

2. **Price Changes**

At this time, Sponsor is offering for sale the units at the prices listed on "Exhibit A".

The Holder reserves the right to negotiate the terms and conditions of a Contract, including but not limited to (i) cash purchase price, (ii) down payment amount, (iii) financing and other contingencies, (iv) payment of closing costs, (v) renovation and repairs to the apartment, (vi) closing date and (vii) payment of transfer taxes.

3. **Definitions**

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

4. **Incorporation of the Plan**

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

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

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

Dated: May 11, 2007

141 ACQUISITION ASSOCIATES LLC
SPONSOR

EXHIBIT A

PRICE CHANGES

EXHIBIT "A"

UNIT #	OFFERING PLAN PRICE	2nd AMMENDMENT PRICE
5	$ 1,525,000	$ 1,525,000
6	$ 2,650,000	$ 2,700,000
7	$ 3,000,000	$ 3,050,000
8	$ 2,350,000	$ 2,400,000
9	$ 1,525,000	$ 1,525,000
10	$ 2,700,000	$ 2,750,000
11	$ 3,150,000	$ 3,200,000
12	$ 2,525,000	$ 2,575,000
14	$ 1,550,000	$ 1,550,000
15	$ 2,675,000	$ 2,725,000
16	$ 3,300,000	$ 3,350,000
17	$ 2,525,000	$ 2,575,000
18	$ 1,575,000	$ 1,575,000
19	$ 2,700,000	$ 2,750,000
20	$ 3,400,000	$ 3,450,000
21	$ 2,575,000	$ 2,625,000
22	$ 1,625,000	$ 1,645,000
23	$ 2,775,000	$ 2,825,000
24	$ 3,500,000	$ 3,550,000
25	$ 2,625,000	$ 2,675,000
26	$ 1,675,000	$ 1,695,000
27	$ 2,850,000	$ 2,900,000
28	$ 3,600,000	$ 3,650,000
29	$ 2,675,000	$ 2,725,000
30	$ 1,725,000	$ 1,745,000
31	$ 3,000,000	$ 3,050,000
32	$ 3,700,000	$ 3,750,000
33	$ 2,725,000	$ 2,775,000
34	$ 1,750,000	$ 1,770,000
35	$ 3,100,000	$ 3,150,000
36	$ 3,750,000	$ 3,800,000
37	$ 2,800,000	$ 2,850,000
38	$ 3,850,000	$ 3,900,000
39	$ 2,900,000	$ 2,950,000
PH East	$ 4,750,000	$ 4,750,000
PH West	$ 5,995,000	$ 5,995,000
Cupola	$ 12,000,000	$ 12,000,000
PH North	$ 5,500,000	$ 5,500,000
TOTAL	**$ 118,595,000**	**$ 119,975,000**

FIRST AMENDMENT
TO
CONDOMINIUM OFFERING PLAN
FOR
141 FIFTH AVENUE CONDOMINIUM

This First Amendment (this "Amendment") modifies and supplements the terms of the Condominium Offering Plan for the premises known as 141 Fifth Avenue Condominium, 141 Fifth Avenue, New York, New York, first accepted for filing on April 24, 2007 (as amended, the "Plan"), and is incorporated into and should be read in conjunction with the Plan. The terms of this First Amendment are as follows:

1. Purpose of Amendment

The purpose of this amendment is to disclose a change of the attorneys representing the Sponsor and the Escrow Agent.

2. Revision to Identity of Parties

a. Sponsor has retained the law firm of Mintz, Levin, Cohn, Ferris Glovsky and Popeo, P.C., having an office at 666 Third Avenue, New York, NY 10017 ("Sponsor's Counsel") in connection with the Plan. Sponsor's Counsel will serve as Escrow Agent under the Purchase Agreements and will represent Sponsor in connection with Unit closings.

b. Wolf Haldenstein Adler Freeman & Herz LLP will no longer represent Sponsor in this transaction.

3. Change in Escrow Agent

The term "Escrow Agent" as used in the Plan shall now mean Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., the Escrow Agent, whose address is 666 Third Avenue, New York, NY 10017, and whose telephone number is 212-935-3000. The signatories on the Escrow Account authorized to withdraw funds are any one of Jeffrey M. Schwartz, Stephen E. Friedberg, Steven B. Callahan and Jeffrey A. Moerdler. The name of the Escrow Account will be "Mintz, Levin, Cohn, Ferris Glovsky and Popeo, P.C. Escrow Account -141 Fifth Avenue Condominium" or similar name, located at Citibank, N.A., 120 Broadway, New York, NY 10271 (the "Bank"). A copy of the Escrow Agreement between Sponsor and the Escrow Agent is attached hereto as Exhibit A.

4. Definitions

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

5. **Incorporation of the Plan**

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

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

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

Dated: May 11, 2007

141 ACQUISITION ASSOCIATES LLC
SPONSOR

EXHIBIT A

ESCROW AGREEMENT

ESCROW AGREEMENT FOR OFFERING PLAN

AGREEMENT made this 25th day of April, 2007, between 141 Acquisition Associates LLC ("SPONSOR"), as sponsor of the Offering Plan (defined below) and Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR is the sponsor of an offering plan for premises known as 141 Fifth Avenue, New York, New York (the "Offering Plan"); and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers or subscribers, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

A ESTABLISHMENT OF THE ESCROW ACCOUNT.

a. ESCROW AGENT has established a master escrow account for the purpose of holding deposits, down payments, advances or payments ("Deposit" or "Deposits") made by purchasers or subscribers ("Purchasers", and individually a "Purchaser") pursuant to the Offering Plan at Citibank, N.A. at its branch located at 120 Broadway, New York, New York 10271 entitled Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Escrow Account (the "Master Escrow Account").

b. All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. At such time as ESCROW AGENT receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8 (Certificate of Foreign Status), as applicable, from a Purchaser, the Deposit of such Purchaser will be promptly transferred from the non-interest bearing checking portion of the Master Escrow Account into an individual interest bearing sub-escrow savings account in the name of such Purchaser. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account so that checks may be drawn thereon.

c. Partners or attorneys employed by ESCROW AGENT are the sole signatories on the Master Escrow Account.

d. The Master Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

e. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Contract of Sale (defined below), or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to SPONSOR only in the event Purchaser defaults.

B DEPOSITS INTO THE ESCROW ACCOUNT.

a. All funds received from Purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the Master Escrow Account. All instruments to be deposited into the Master Escrow Account shall be made payable directly to the order of "Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., as Escrow Agent". Endorsed instruments will not be accepted. Any instrument payable other than as required hereby, and which cannot be deposited into the Master Escrow Account, shall be returned to the Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

b. Within ten (10) business days after tender of the Deposit submitted with the purchase agreement or subscription agreement ("Contract of Sale"), ESCROW AGENT shall notify the Purchaser of the deposit of such funds in the Master Escrow Account, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the Deposit, the Purchaser may cancel the Contract of Sale and rescind within ninety (90) days after tender of the Deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited in accordance with the Attorney General's regulations and requisite notice was timely mailed to the Purchaser.

C RELEASE OF FUNDS.

a. Consummation of the Offering Plan does not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

b. ESCROW AGENT shall continue to hold the Deposit in escrow until otherwise directed in (a) a writing signed by both Sponsor and Purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

c. SPONSOR shall not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan, or (b) all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

d. In the event SPONSOR and a Purchaser close title under the Contract of Sale, ESCROW AGENT shall be entitled to release the Deposit to SPONSOR without the need for a written agreement from Purchaser.

e. Except as otherwise set forth above, if there is no written agreement between the parties to release the Deposit, ESCROW AGENT shall not pay the funds to SPONSOR until

ESCROW AGENT has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the Deposit may be paid to SPONSOR unless the Purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and ESCROW AGENT has received notice from the Purchaser in accordance with such provisions.

D RECORDKEEPING.

a. ESCROW AGENT shall maintain all records concerning the Master Escrow Account for seven years after release of the funds.

b. Upon the dissolution of ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

c. ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

E GENERAL OBLIGATIONS OF ESCROW AGENT.

a. ESCROW AGENT shall maintain the Master Escrow Account under its direct supervision and control.

b. A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

c. ESCROW AGENT shall not be liable to SPONSOR for any error in judgment, mistake of fact or law or for any act or omission on ESCROW AGENT'S part, including, without limitation, any act or omission which permits a Purchaser to rescind a Contract of Sale, unless taken or suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of ESCROW AGENT.

d. ESCROW AGENT shall be permitted to act as counsel for SPONSOR in any dispute as to the disbursement of the Deposit or any other dispute between SPONSOR and a Purchaser whether or not ESCROW AGENT is in possession of the Deposit and continues to act as ESCROW AGENT.

e. ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

f. ESCROW AGENT may consult with legal counsel selected by it and the opinion of such counsel shall be full and complete authorization and protection to ESCROW AGENT in

respect of any action taken or omitted in good faith by ESCROW AGENT hereunder in accordance with the opinion of such counsel.

F RESPONSIBILITIES OF SPONSOR.

a. SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver all Deposits received by them prior to closing of an individual transaction to a designated attorney who is a member of or employed by ESCROW AGENT within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by ESCROW AGENT from time to time.

b. SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and compliance with the Attorney General's regulations.

c. SPONSOR shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from each Purchaser and deliver such form to ESCROW AGENT together with the Deposit and Contract of Sale.

G TERMINATION OF AGREEMENT.

a. This Agreement shall remain in effect unless and until it is canceled by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign. Such resignation shall take effect on the date set forth in the notice from ESCROW AGENT, except such resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent with respect to Deposits held in the Master Escrow Account on the date of such resignation; or

(c) all shares or units offered by SPONSOR pursuant to the Offering Plan have been sold and no Deposits of Purchasers from SPONSOR remain in the Master Escrow Account.

b. Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1(a) or (b) above, ESCROW AGENT shall deliver any and all funds held by ESCROW AGENT in escrow and any and all contracts or documents maintained by ESCROW AGENT relating to such funds to the new escrow agent.

H SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

I GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

J ESCROW AGENT'S COMPENSATION.

SPONSOR agrees to pay ESCROW AGENT for services rendered by its attorneys and paralegals and expenses incurred by ESCROW AGENT in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposit. SPONSOR shall not be charged with any administrative costs for maintenance of the Master Escrow Account. ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

K SEVERABILITY.

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.

L INDEMNIFICATION.

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself

M ENTIRE AGREEMENT.

This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

By: _____
Name: Jeffrey M. Schwartz
Title: Member

SPONSOR:

141 ACQUISITION ASSOCIATES LLC, Sponsor

By: 141 Fifth Avenue Partners LLC, Managing Member

By: 141 Fifth Avenue Manager LLC, Managing Member

By: Savanna 141 Principals LLC, Managing Member

By: _____
Name: Christopher Schlank
Title: Manager

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PART I

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

1.

Sponsor is retaining the unconditional right to rent rather than sell units and thus 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. Since Sponsor is retaining the right to rent rather than sell units Purchasers for their own occupancy may never gain control of the board of managers under the terms of this Plan.

See Section of the Plan entitled "Rights and Obligations of Sponsor" for further detail.

2. The purchase of a condominium unit has many significant legal and financial consequences and may be one of the most important financial transactions of your life. The Attorney General of the State of New York strongly urges you to read this offering plan carefully and to consult with an attorney before signing an agreement to purchase a condominium unit.

3. At the time a Purchase Agreement is executed, a Purchaser is required to make a down payment in an amount equal to ten (10%) percent of the Purchase Price. Purchaser shall be required to deposit an additional five (5%) percent of the Purchase Price within one hundred twenty (120) days from the date the Purchase Agreement is accepted by Sponsor. Purchase Agreements entered into after the construction of the Building has been completed and the Plan has been declared effective will require a down payment that is ten (10%) percent of the Purchase Price, and a Closing Date that is the later of (i) forty-five (45) days after the execution of the Purchase Agreement, or (ii) thirty (30) days from the date of a written notice to Purchaser setting forth the time and place of the Closing to the Unit, unless otherwise negotiated with Sponsor. In the event a Purchaser defaults under his or her Purchase Agreement, including, but not limited to, the obligation to make the additional five (5%) percent deposit (such additional deposit being required only of Purchasers executing Purchase Agreements before the renovation of the Building has been completed and the Plan has been declared effective), time being of the essence with regard to the obligations of the Purchaser thereunder, and does not cure such default within thirty (30) days after Sponsor gives notice to the Purchaser of such default, Sponsor may, at its option, cancel such Purchase Agreement and retain, as liquidated damages, the entire down payment made by the Purchaser, together with interest earned thereon, if any.

Additionally, if a Purchaser fails for any reason to close title to his or her Residential Unit on the originally scheduled Closing Date and Sponsor elects not to cancel the Purchaser's Purchase Agreement as a result of the same, (a) the closing apportionments to be made at the Closing will be made as of midnight of the date preceding the originally scheduled Closing Date, and (b) the Purchaser will be required to pay to Sponsor an amount equal to 0.03% of the purchase price of his or her Residential Unit for each day that the Closing is adjourned.

Purchasers are further advised that if a Purchaser makes a Down Payment in excess of $100,000 for the purchase of a Unit, (i) such Down Payment will not be federally insured in excess of $100,000; and (ii) while the Down Payment is in the interest bearing checking portion of the Master Escrow Account, the Down Payment may not be fully federally insured even if the Down Payment does not exceed $100,000. Funds drawn on out-of-state or foreign banks will

not be accepted as payment of the purchase for a Residential Unit unless otherwise agreed by Sponsor.

(See the Section entitled "Procedure to Purchase" for the further discussion of the foregoing)

4. The Purchase Agreement is not contingent upon the Purchaser obtaining financing. Although a Purchaser may obtain financing from a lending institution of any other source, the Purchaser's obligation to purchase the Residential Unit pursuant to the Purchase Agreement is not contingent upon obtaining financing for such purchase. The inability to obtain a mortgage loan commitment or mortgage loan shall not relieve a Purchaser of Purchaser's obligations under the Purchase Agreement. If a Purchaser needs and fails or is unable to obtain a mortgage loan to purchase a Unit from a lender and thereby is unable to close on the purchase of the Unit, Purchaser will be in default of the Purchase Agreement and Sponsor shall have the right to seek its legal remedies, which include, but are not limited to forfeiture of Purchaser's down payment. Time is of the essence with respect to Purchaser's obligations to perform all of Purchaser's obligations under the Offering Plan. Any and all costs, fees or expenses necessary or required to be paid in connection with any Purchaser's mortgage loan or mortgage loan commitment shall be borne solely by such Purchaser, no matter what the cause, and Sponsor shall not be responsible for paying any such costs, fees or expenses.

(See the Section entitled "Procedure to Purchase" for further details)

5. In the event Purchaser obtains a mortgage loan commitment and (a) does not close on the purchase of the Residential Unit before the expiration of the commitment, even if Sponsor is not ready to close on the Residential Unit because of lack of a temporary certificate of occupancy or otherwise, and (b) incurs any additional fees to extend the commitment (*i.e.*, loan extension fees) or obtain a new commitment from the same or another lender, or incurs any additional fees, costs or expenses in connection with any delay in the anticipated or scheduled closing date (including, but not limited to, increases in interest rates or additional "points" or extension fees levied by the lender), or loses its commitment, Purchaser must pay all such fees or costs incurred by or imposed upon Purchaser. Neither Sponsor, its principals, managers, members, agents, designees, employees, affiliates, selling agents, construction managers, contractors, subcontractors and/or counsel shall be responsible for the payment or reimbursement of any such fees or costs incurred by or imposed up on the Purchaser, or any other such loss.

6. Sponsor acquired title to the Property on August 29, 2005. Sponsor's acquisition of the Building was made jointly with 141 Fifth Avenue LLC ("141 LLC"). Such acquisition was made by Sponsor and 141 LLC, as tenants-in-common, pursuant to a Tenancy-in-Common Agreement dated August 29, 2005 (the "TIC Agreement"). Pursuant to the TIC Agreement, subsequent to the acquisition of the Property, Sponsor and 141 LLC jointly filed an application (the "No Action Application") with the New York State Attorney General's Office for a "No Action Letter" authorizing the conversion of the Building into three separate condominium units. That No Action Application was granted on November 21, 2005 thus authorizing the creation of a three (3) unit Condominium. The three (3) Units consist of the following: (i) the Retail Unit consisting of approximately 9,384 square feet located on the cellar and first floor of the Building; (ii) the Office Unit 2 (the "Office Unit") consisting of approximately 6,821 square feet located on the second floor of the Building; and (iii) the Office Unit 1 (a/k/a "Residential Office Unit") consisting of approximately 79,132 square feet located on floors three through the existing upper

level of the Penthouse of the Building which, pursuant to this Plan, are now being converted into thirty-eight (38) Residential Units.

7. Pursuant to the TIC Agreement, Sponsor has the right to submit an Offering Plan and offer for sale the Residential Units to be created on floors three through the upper level of the Penthouse.

8. The TIC Agreement provides the method by which the Condominium will be governed. The applicable provisions of the TIC Agreement have been incorporated into the Declaration of Condominium and By-Laws which are included in Part II of this Plan. Pursuant to the Declaration of Condominium and By-Laws, the owner of the Retail and Office Units is granted certain rights which affect the operation of the Condominium. The rights are summarized in the portion of this Plan entitled "Retail Unit" and "Office Unit."

9. The lot area of the Property is approximately 8,370 square feet. It is located on the southeast corner of the intersection of Fifth Avenue and East 21st Street in the Borough of Manhattan. It has approximately ninety (90) feet of frontage along East 21st Street and ninety-two (92) feet of frontage along Fifth Avenue. The Property is located entirely within a C6-4M zoning district within the Ladies Mile Historic District (the "Historic District"). As a result of the Building's location in the Historic District, the Condominium and Unit Owners (as set forth in the Declaration of By-Laws) will need special permission from the New York City Landmark's Preservation Commission ("LPC") for any exterior alterations. Such permission may impose additional requirements which could increase the Condominium's cost to maintain the Building's exterior. Sponsor has also entered into a "Restrictive Declaration" with respect to certain improvements to be performed to the façade of the Building and certain ongoing maintenance obligations once these improvements are performed. The Section of this Plan entitled "Restrictive Declaration" contains a summary of the improvements to be performed by the Sponsor and continuing maintenance obligations which will be imposed on the Condominium upon the first Unit Closing. The Restrictive Declaration is included in Part II of this Plan as Exhibit 16.

10. In connection with the obligations of Sponsor pursuant to the Restrictive Declaration discussed above, Sponsor has entered into a "Side-Letter Agreement" with 141 LLC, setting forth the extent to which 141 Acquisition (and subsequently the Condominium) and 141 Fifth shall each be responsible for the cost and expense of any inspection, maintenance or other work required pursuant to the Restrictive Declaration as more fully set forth in Part I of the Plan entitled "Restrictive Declaration – Side Letter Agreement."

11. At the time of submission of the Plan, the Building was used only for retail and office use. The portion of the Building located on floors three through the upper level of the Penthouse can, and will, be converted to residential use as of right pursuant to Article I, Chapter 5 of the Zoning Resolution provided that at least 50% of the floor area of the Building is preserved for conforming manufacturing or commercial uses, or by preserving the same amount of floor area in another comparable building located within any C6-2M, C6-4M, M1-5M or M1-6M district between 13th and 23rd Streets and between Park and Eighth Avenues (either alternative hereinafter referred to as the "Preservation Requirement"). In order to qualify as a comparable building to meet the Preservation Requirement, the space must meet various technical requirements regarding size, floor loads, elevator access, floor to ceiling heights, column spacing, loading facilities and the like. Alternatively, because the Building is located in

an Historic District, the Preservation Requirement may be waived by authorization of the City Planning Commission ("CPC"). The requirements for the CPC authorization (the "CPC Authorization") are set forth in Section 15-20(b) of the Zoning Resolution. It requires that before applying to CPC for such a waiver an application must be made to the LPC for a certificate of appropriateness with respect to any exterior changes that would be required for conversion (the "LPC Proceeding") and a report must be filed (the "LPC Report") evidencing that a program has been established for the continuing maintenance and preservation of the Building. As part of the LPC Proceeding, it will be necessary to bring the Building into what LPC considers first class condition. This usually involves a negotiation with LPC staff regarding what features of the building need repair or restoration. The Sponsor has received the CPC Authorization from the City Planning Commission authorizing residential use on floors three through the Penthouse.

12. Although Sponsor is obligated to complete the Residential Units, the General Common Elements, the Residential Common Elements, the Residential Limited Common Elements and the Residential/Office Common Elements, as described in this Plan, and to obtain a temporary certificate of occupancy and a new permanent Certificate of Occupancy, each Purchaser shall be obligated to close on the purchase notwithstanding that on the Closing Date Sponsor has not obtained a new permanent certificate of occupancy for the Building or completed construction of (a) details of a Residential Unit or the Property, (b) other Residential Units, or (c) the General Common Elements, Residential Common Elements, the Residential Limited Common Elements or the Residential/Office Common Elements which do not prevent Purchaser's legal occupancy of a Residential Unit and a lawful means of access to the Residential Unit, provided that Sponsor has obtained a temporary certificate of occupancy permitting legal occupancy of the Residential Unit, and all services required by law are being reasonably supplied or furnished to the Unit. Sponsor represents that currently its assets and funding sources are sufficient to meet its obligations under the Offering Plan, including, but not limited to, its obligation to complete the renovation of the Building and obtain a new permanent certificate of occupancy for the Building. Except upon issuance of a temporary certificate of occupancy and the closing of the first Residential Unit, in which event a bond or escrow deposit in the amount estimated by the Architect to be necessary for the Sponsor to complete its obligations in order to obtain the new permanent certificate of occupancy will be provided, no bond or other security will be given to secure Sponsor's obligations to complete construction and perform its other obligations, including but not limited to its obligation to pay Common Charges, assessments and real estate taxes with respect to unsold Units under this Plan. See "Rights and Obligations of Sponsor."

13. (a) Sponsor, as the owner of Unsold Units, will have voting control of the Condominium Board during the period which continues until the earlier to occur of: (i) the sale by the Sponsor of a majority both in number (20 Units) and Common Interest of the Residential Units, or (ii) five (5) years after the First Closing (the "Sponsor Board Control Period").

(b) During the period that Sponsor controls the Condominium Board, Sponsor will have control of maintenance, facilities and services to be provided to Unit Owners and will determine the Residential Common Charges to be paid by all Residential Owners.

(c) The Condominium Board shall have five (5) members. The owners of the Residential Units shall have the right to elect three (3) members, the Retail Unit Owner shall

designate one (1) member and the Office Unit Owner shall designate one (1) member. Notwithstanding the previous sentence, the Retail Unit Owner may designate two (2) members in lieu of the Office Unit owner selecting one (1) member.

14. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed due to different reason for purchasing, i.e., purchase as a home as opposed to an investment. Therefore, during the Sponsor Board Control Period, Sponsor will have control of the maintenance and operation of the Condominium and will, as controlling party on the Condominium Board, determine the Common Charges to be paid for all Unit Owners (including Sponsor); provided, however, Sponsor shall vote to authorize the expenditures set forth in Schedule B of this Offering Plan or any other expenditure required: (i) to comply with applicable laws or regulations, (ii) to remedy any notice or violations, or (iii) to remedy any work order by an insurer. Sponsor shall have sole discretion of all design choices and construction means and methods with respect to the completion of all aspects of the Building including, but not limited to, the Common Elements.

15. Sponsor and its designees may exercise veto power over some actions of the Condominium Board. Sponsor may not exercise veto power over expenses in Schedule B, or expenses required to remedy any notice of violation, or to remedy any work ordered by an insurer. Until Sponsor and its designees have conveyed title to all Residential Units, but in no event later than five (5) years after the closing of the first Residential Unit, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Residential Unit, or (b) assess any General Common Charges, Residential Common Charges or Residential/Office Common Charges for the creation of, addition to or replacement of all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, or (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as it required to reflect normal annual increases in operating services, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Residential Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary (and no other alternative is available) to enable the Condominium Board to comply with laws, rules or regulations of any governmental authority having jurisdiction over the Condominium (see the Section entitled "Control By Sponsor" for further details).

16. No amendment, modification, addition or deletion of the Declaration, By-Laws or Rules and Regulations shall be effective in any way, (a) without the prior written consent of either the owner of the affected Retail or Office Unit Owner(s) with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Retail or Office Unit or affecting the rights, privileges, easements, licenses or exemptions granted to the Retail or Office Unit Owner (collectively, "Retail/Office Owner's Rights"), which may be withheld or denied without cause or explanation, in their sole and absolute judgment or (b) without the prior written consent of Sponsor or its designee or the owner of any Unsold Residential Unit, as the case may be, with respect to any amendment, modification, addition or deletion of or to the Declaration, By-Laws,

or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor or its designee or the owner of any Unsold Residential Unit, as the case may be, or otherwise adversely affecting Sponsor or its designee or the owner of any Unsold Residential Unit, as the case may be. (See the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers")

17. Each Purchaser of a Residential Unit will be obligated to enter into a power of attorney at the closing of title to a Residential Unit. The form of power of attorney, set forth in Part II of the Plan, grants broad powers to the Condominium Board to enter into agreements affecting the General Common Elements, Residential Common Elements, Residential Limited Common Elements and Residential/Office Common Elements, as the case may be. The power of attorney also grants to Sponsor the right to amend the Condominium Declaration with respect to any Unsold Residential Unit. Please refer to the form of power of attorney set forth in its entirety in Part II of the Plan.

18. Construction is a complicated process requiring the coordination of numerous tasks and the balancing of complex mechanical, structural and architectural systems. No assurance can be given by Sponsor with regard to the accuracy of any projected completion dates set forth herein. During the first year of Condominium operations, construction workers and related personnel will be at the Property from time to time making adjustments and performing various tasks related to the completion of construction. Various systems, including but not limited to water supply, air conditioning, heating, cooling, ventilating and elevators, may require more than a year after any Unit Closing to complete. Although operable, these systems may need to be shut down temporarily from time to time. Various other adjustments, to windows and elevators and other systems, may require eighteen (18) months or more after the First Closing to complete. Sponsor may not fully complete the decoration of the Lobby or the corridors in the Building, including but not limited to installing light fixtures, hanging wall coverings or laying carpeting, until that particular floor is fully occupied by Residential Unit Owners. Please refer to the Section of the Plan entitled "Description of Property" in Part I of the Plan for further details.

19. Although the estimate of the real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations or taxes, when actually made or determined by the City of New York, may be lesser or greater. Accordingly, these estimates of assessed valuation are to be considered well-founded opinions and are not intended, and should not be construed as warranties as to future assessed valuations. The real estate tax estimates for each Residential Unit, the Retail Unit and the Office Unit were calculated on the assumption that the real estate taxes for the portion of the Building payable with respect to each Unit for the first year of Condominium operation will be allocated in proportion to each Unit's percentage interest in the Common Elements. Upon determination of individual tax lots and individual Residential Unit assessments, the New York City tax authorities may allocate taxes between the Residential Units in proportion to each Residential Unit's purchase price rather than its percentage interest in the Common Elements, and, if so, Residential Units having the same percentage interest may pay different real estate taxes. The real estate taxes payable for the first year of the Condominium's operation is based on an assessment of the Building as complete for only a portion of the year. Once the Building is fully assessed, the real estate taxes will be higher, in accordance with the real estate tax analysis set forth in the opinion of Tuchman, Katz, Schwartz, Gelles, Korngold & Weiss, LLP. Neither the Sponsor nor its

principals, managers, members, agents, designees, employees, affiliates or the Selling Agent make any representation that the Real Estate Taxes set forth in Schedule A will be the actual Real Estate Taxes finally determined by the City of New York. Please refer to the Section of the Plan entitled "Real Estate Taxes" and to the Opinion of Tuchman, Katz, Schwartz, Gelles, Korngold & Weiss, LLP contained in Part I of the Plan for further details.

20. The Retail Unit may be used for any lawful use provided such use is not for (a) a supermarket, delicatessen, grocery store, bar, restaurant and/or the sale of any food and beverages (other than the incidental sale of food and beverages in connection with a permitted use), (b) the business of photographic reproductions and/or offset printing, (c) an employment or travel agency, (d) a check cashing business, (e) a nightclub, (f) a bowling alley and/or pool and/or billiard hall, (g) a school or classroom, (h) a drug store (other than a national drug store chain similar to Walgreens or CVS which shall be permitted, but not a Duane Reade or similar drug store, which shall not be permitted), (i) conduct of an auction, (j) gambling activities, (k) dry cleaning, (l) manufacturing, (m) the conduct of obscene, pornographic or similar disreputable activities, (n) residential use, or (o) any uses or activities generally prohibited in connection with first class residential use, regardless of permitted uses under applicable zoning laws. During the period of time in which all or any portion of the Office Unit has not been converted to retail use, the Office Unit may be used for any lawful business, office, professional or commercial purpose except that the Office Unit may not be used for residential use or any of the following uses: (i) offices of any governmental agency or quasi-governmental agency, including with respect to any foreign government or the United Nations, an embassy or consulate office, or any agency or department of the foregoing; (ii) abortion clinics and other medical offices (other than dental) or other therapeutic or diagnostic services; (ii) travel or employment agencies; (iv) manufacture, distribution or sale of pornography; (v) dry cleaning plants (as opposed to dry cleaning and laundry stores which do not perform, on site, dry cleaning services); (vi) establishments whose primary sales on their premises are alcoholic beverages; (vii) foreign governments and any entity that is entitled to sovereign immunity; (viii) military recruitment office; (ix) manufacturing, and (x) any use that would violate any legal requirement for the building or that is illegal; (xi) use by a religious institution to the extent permitted by applicable law, and (xii) a school or classroom. The Owner of the Office Unit and its tenants, visitors, guests, employees, and contractors will access the Office Unit through the Residential Lobby. Notwithstanding the foregoing, upon the recording of the Declaration, the Office Unit owner shall be permitted to convert the Office Unit to residential use, provided that Office Unit owner shall have received the written consent of the Condominium Board to undergo such conversion, which consent may be granted or withheld in the sole and absolute discretion of the Condominium Board, it being understood and agreed that neither the Condominium Board nor the Sponsor nor the owners of the Residential Units and/or Storage Bins shall have any liability whatsoever for failing to grant such consent and that neither the owner(s) of the Office Unit, nor any other person or entity, shall have any cause of action against or any other right to bring any claim whatsoever against the Condominium Board or the owners of the Residential Units and/or Storage Bins in connection therewith.

21. The Retail and Office Unit Owners each have the right to Freely sell the Retail or Office Unit, or to Freely lease, subdivide or sell all or part of the Retail or Office Unit, as the case may be, without having to obtain the approval or consent of, or offer the same for sale or lease to, the Condominium Board or other Unit Owners. The Residential Unit Owners shall not have control over the uses of the Retail or Office Units, who's uses shall be governed by the Zoning Resolution of the City of New York and the Declaration and By-Laws. (See the sections

of the Plan entitled "Retail Unit" and "Office Unit" for further details). The uses of the Retail and Office Units may generate noise, traffic or other disturbances. Neither the Declaration of Condominium nor the By-Laws may be amended in any matter whatsoever which would affect the uses of the Retail or Office Unit or adversely affect the Retail/Office Owner's Rights without their prior written consent, which may be withheld or denied without cause or explanation, in their sole and absolute judgment.

22. Sponsor reserves the right to sell blocks of two or more Residential Units as more fully described in the "Introduction" of the Plan and to designate the purchaser of such blocks of Units as "Sponsor" under this Plan and the Declaration provided that such purchaser meets the definition of Sponsor under the New York State Attorney General's Regulations Governing Newly Constructed, Vacant, or Non-Residential Condominiums. The party so designated as a "Sponsor" or a purchaser designated as a "Holder of Unsold Units" will have those additional rights and obligations of a "Sponsor" as more fully described in the Plan and such party shall be deemed to be a Sponsor with the obligations of a Sponsor in relation to the Residential Units it owns. Pursuant to the Declaration and By-Laws, the Residential Units may be used for residential purposes or any other lawful purposes subject to conditions set forth in Article 10 of the Declaration and Article 11 of the By-Laws.

23. No bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, special assessments and real estate taxes with respect to the Unsold Residential Units. Sponsor represents that it has the financial resources to meet such obligations with respect to Unsold Residential Units. Please refer to the Section of the Plan entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further details.

24. The exterior surface of all windows of the Residential Units if so determined by the Condominium Board shall be washed and cleaned by the Condominium Board and the cost and expense thereof shall be a Residential Common Expense to be allocated to only the Residential Units. Otherwise, the exterior of all windows of all Units shall be washed or cleaned by and at the cost and expense of each Residential Unit Owner. The interior glass surfaces of all windows located in any Unit shall be washed and cleaned at the sole discretion of the Unit Owner or occupant thereof as such Unit Owner's sole cost and expense. Please refer to the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Board of Managers" under the subsection entitled "Repairs to and Maintenance of Units and Common Elements" in Part I of the Plan for further details.

25. Purchasers of Residential Units shall be obligated to pay the New York City Real Property Transfer Tax and New York State Real Property Transfer Tax (Deed Stamps) which by law are the primary obligation of the Seller. If the purchase price of the Residential Unit is $1,000,000 or more, Purchaser shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax", currently one (1%) percent of the purchase price, which by law is the primary obligation of the Purchaser. For purposes of calculating the taxes payable, the amounts of such taxes (other than the Mansion Tax) will be included in the consideration subject to such tax. Therefore, the purchase price and transfer taxes payable by purchaser are added together to arrive at total consideration. Therefore, a residential unit priced at $985,000, where purchaser pays the transfer taxes, would subject purchaser to liability for Mansion Tax as the aggregate of price plus the transfer taxes would

exceed $1,000,000 (See the Section entitled "Closing Costs and Adjustments" for further details).

26. All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of each Purchaser. In addition, Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Wolf Haldenstein Adler Freeman & Herz LLP, in connection with the closing of title to Purchaser's Unit: (i) the sum of $1,750 to reimburse Sponsor for its legal fees in handling the closing, (ii) if the Purchaser requests the Closing to occur other than at the offices of Wolf Haldenstein Adler Freeman & Herz LLP or such other place as Sponsor may designate in its closing notice and Sponsor consents to such change, an attendance fee of $500 for each Closing held within Manhattan and $750 for each Closing held in any borough outside Manhattan, and (iii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, Purchaser shall pay the reasonable fees of Sponsor's attorneys for preparation of an assignment agreement (but not in excess of $2,000). Please refer to the Section of the Plan entitled "Closing Costs and Adjustments" for further details.

27. The Building will run on actual expenses for the first six (6) months following the First Closing. During this period, each Unit Owner (including Sponsor) shall be required to pay the Common Charges set forth in the First Year's Budget. If during this period actual expenses are less than full Common Charges, the difference between actual expenses and full Common Charges, if any, will be refunded pro-rata to all Unit Owners (including Sponsor) in the form of either: (i) a credit against future Common Charges, or (ii) as a cash reimbursement to the Unit Owner (including Sponsor). The timing of the credit or reimbursement will be determined by the Condominium Board, in its sole discretion. Sponsor does not guarantee that actual expenses during the six (6) month period will be less than Common Charges or that any credit will be available to the Unit Owners. (See the "Notes to Schedule A" for further details.)

28. Purchasers should note that pursuant to existing law and regulation Sponsor may declare the Plan effective after selling a minimum of fifteen (15%) percent of the Units offered for sale in the Building. Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to submit the Property to a condominium regime and convey Units with fewer than a minimum number of sales if purchasers counted towards effectiveness do not ultimately purchase a Unit. Please refer to the Section entitled "Effective Date" in Part I of the Plan for further details.

29. The Contingency provided for in the Projected Budget for the First Year of Condominium Operation (Schedule B) is intended to provide a fund for unanticipated expenses not included in the budget and for increases in operating expenses above the amounts projected. No other reserve fund for capital expenditures has been established. The Contingency is not intended and 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 the Section of the Plan entitled "Working Capital Fund" for further discussion.

30. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall be obligated to correct, repair, or replace any and all defects relating to construction of the Residential Units, the General Common Elements, the Residential

Common Elements, Residential Limited Common Elements and the Residential/Office Common Elements, or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates will warrant the materials or workmanship of any Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (GBL Article 36-B) is not applicable to this offering. To the extent actually received by the Sponsor, it shall assign to Purchaser any assignable manufacturer's warranties obtained with respect to equipment and appliances installed in the Unit, and upon receipt by the Sponsor of the applicable warranty, it shall assign to the Condominium any warranties with respect to equipment and appliances installed in Common Elements. If any warrantor is unable to perform under its warranty due to inability, unwillingness or any other reason whatsoever, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall under any circumstances be considered or deemed a successor warrantor or guarantor under said warranty. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates has obligations or responsibilities with respect to such warranties, or the work or item warrantied, even if the warrantor goes out of business, declares bankruptcy or simply fails to fulfill the conditions of the warranty. Notwithstanding the foregoing, the Sponsor's obligation, regardless of any limitations in the warranty or in this Plan, shall be to rehabilitate the Building in accordance with all applicable codes and filed plans and specifications, and any conflict between the disclaimers in this Plan and the Sponsor's obligation to rehabilitate the Building in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of said codes, filed plans and specifications.

31. In order to meet the possible varying demand for number and type of Residential Units, or to meet particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of any Board, Unit Owner or mortgagee, to (a) change the layout of, or number of rooms in any Unsold Residential Unit, (b) change the size and/or number of Unsold Residential Units by dividing one or more such Units into two or more separate Unsold Residential Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Unsold Residential Units, altering the boundary walls between one or more Unsold Residential Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Residential Unit in such Unsold Residential Unit, (c) designate a Residential Common Element or Residential Limited Common Element as part of a newly created Residential Unit or designate all or part of a Residential Unit as a newly created Residential Common Element, (d) if appropriate, reapportion among the Unsold Residential Units affected by any such change, their aggregate Common Interests, and (e) substitute materials, equipment or appliances with products of equal or greater quality. Please see the Section of the Plan entitled "Changes in Prices and Units" for further details.

32. Each Unit Owner shall notify the Managing Agent in writing when a child or children ten (10) years old or younger live or reside (even temporarily) in the Unit. Each Unit Owner shall, at such Unit Owner's expense, install the required window guards in all windows of the Unit. The Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable law in any event, without full knowledge of the Managing Agent. Please see the Section of the Plan entitled "Rights and Obligations of Unit

Owners and the Boards of Managers" for further details. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall be responsible for supplying Unit Owners with window guards for the windows of the Unit. Each Purchaser hereby agrees that upon acceptance of its deed to the Unit, he or she shall be deemed to expressly ratify this provision.

33. Terraces appurtenant to certain Residential Units, as described in Schedule A and the Floor Plans set forth in Part II of the Plan, will be deemed part of such Residential Units and available for the exclusive use of the Residential Unit Owners of such Residential Units. A Residential Unit Owner who has a Terrace appurtenant to his or her Residential Unit shall have the exclusive use of same, subject to the right of the Condominium Board to regulate its use and to use it for making repairs to the exterior of the Building, and such Residential Unit Owner shall be responsible for all normal maintenance, repairs and replacements thereto, including resurfacing. However, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any Terrace, shall be charged to all Residential Unit Owners as a Residential Common Expense (unless the need for the repair is caused by its Residential Unit Owner, in which case that Residential Unit Owner shall be responsible for the cost). The Condominium Board will be responsible for ensuring that mechanical equipment is operated in accordance with Law, including requirements governing acceptable levels of noise and odor emissions. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates are responsible for or are they making any guarantees regarding the level or noise or odors resulting from the operation of the Building or the Units.

34. There is no provision for a specific reserve fund for the Condominium for the purpose of paying the cost of future capital repairs, replacements or improvements to the Premises (except that each Purchaser of a Residential Unit shall pay into the Working Capital Fund of the Condominium a sum to equal to two (2) months of Common Charges for the Residential Unit being purchased at closing). No payment to the Working Capital Fund will be paid by a purchaser of the Retail Unit or Office Unit. Unit Owners shall be obligated to pay their share of the cost of repair, replacements and improvements to the Common Elements as the need for the same arises, unless there is sufficient Working Capital or other funds available. As the Building will be newly renovated, Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements; however, no assurance or guaranty is given by the Sponsor or any of its principals, managers, members, agents, designees, employees or affiliates that such needs shall not arise in the future. See "Rights and Obligations of Unit Owners and the Board of Managers."

35. Sponsor anticipates that the Condominium will not qualify as a homeowners association. Assuming the Condominium does not qualify as a homeowners association the present state of the law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Attorney's Income Tax Opinion included in Part I of the Plan, the tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the nonmembership, and possibly membership, income described above less expenses related to such income) is subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. The Budget for the First Year of Condominium Operation included as Schedule B in Part I of the Plan does not contemplate any income which might be taxable and accordingly does not budget any amounts

for taxes for nonmembership or membership income. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated. The tax treatment of the Condominium may be affected by regulations relating to entity classification, which were adopted by the United States Treasury Department on December 17, 1996. Please refer to the Attorney's Income Tax Opinion and the Section entitled "Taxes–Deductions to Residential Unit Owners and Tax Status of Condominium" in Part I of the Plan for further discussion.

36. No representation or warranty is made and no assurance is given by Sponsor, its principals, managers, members, agents, designees, employees or affiliates that the security systems and procedures of the Residential Section and of the Condominium will prevent personal injury or damage to or loss of personal property. While Unsold Residential Units are being offered for sale or lease by Sponsor or its designees and deeming the period in which Purchasers are commencing occupancy of Units they purchase there will be a greater number of visitors to the Residential Section than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor, its principals, managers, members, agents, designees, employees, agents nor the Managing Agent or the owners of the Retail and Office Units shall be liable or responsible (unless liability is imposed by reason of any grossly negligent act for which one of the foregoing may be responsible) for any personal injury or for any loss or damage to personal property which may result from the failure of the Residential Section's or the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages. Please refer to the Section of the Plan entitled "Description of Property and Improvements" under the subsection entitled "General" for further details.

37. Sponsor's offer to sell the Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR (i.e., purchase agreements signed by bona fide purchasers for 15% of the Units (6 units) offered under the Plan). Please refer to the Section of the Plan entitled "Effective Date" for further details.

38. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates make any representation or warranty (express or implied) that any noise, odors, fumes or vibrations, if any, emanating from mechanical equipment, mechanical systems or roof elements belonging to the Condominium, the Retail Unit or the Office Unit located on any roof, in the cellar or in other Common Elements of the Condominium will or will not disturb occupants of the Units, and neither Sponsor, its principals, managers, members, agents, designees, employees or affiliates or the owners of the Retail and Office Units shall have any liability whatsoever for any such disturbance to any Unit Owner or occupant.

39. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates make any representations or warranties (express or implied) other than as expressly set forth in this Plan. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall bear any liability with respect to the rights and obligations of Sponsor, its principals, managers or members under this Plan except as specifically set forth in this Plan.

40. All dimensions shown on Unit Floor Plans are approximate, within reasonable tolerances, and subject to square footage and construction variations, including alterations necessitated by structural or mechanical changes performed during renovation, in the Sponsor's

sole and absolute discretion; however, no substantial change to a Unit Floor Plan will be made to a Unit which is the subject of a purchase agreement without the purchaser's consent. Square footage as calculated in Schedule A and on the Unit floor plans in Part II is described in "Footnotes to Schedule A" and is greater than usable square footage.

41. Without the Sponsor's specific prior written consent, which may be withheld for any reason or no reason, a Purchaser may not commence any alteration, addition, or improvement which would require a construction, alteration or building permit issued by the NYC Department of Buildings, including but not limited to, the combination of two or more Units, or the finishing of any space in a Unit, until Sponsor has obtained the permanent Certificate of Occupancy for the Building, nor may any work be undertaken by a Purchaser (as Unit Owner) which will alter the layouts, electrical, structural, mechanical or plumbing systems of a Unit from the original configuration as completed by the Sponsor. Any Purchaser (as Unit Owner) who causes a delay in the issuance of a permanent Certificate of Occupancy will be liable to other Unit Owners, the Sponsor and the Condominium Board for any fines promulgated by the New York City Department of Buildings, as well as for direct and consequential damages. See "Rights and Obligations of the Unit Owners and the Board of Managers."

42. Sponsor is not required to perform any special or custom work, upgrades or extras in Units whatsoever. However, in the event that Sponsor agrees in writing to perform any special work, payments made for such special or custom work, upgrades or extras ordered by Purchasers, if any, must be paid for in full at the time an agreement is entered into by the Sponsor and the Purchaser with respect to any special or custom work, extras or upgrades. This payment must be made directly to Sponsor or as Sponsor directs, is not to be held in escrow and is not refundable under any circumstances, unless the funds have not been spent by the Sponsor in which case the unspent sums shall be refundable if the Purchaser is entitled to rescind the Purchase Agreement. Such work, if agreed to, will be performed based upon the standards set forth in this Plan. As a result, even in the event a Purchaser is entitled to rescission of the Purchase Agreement, the Purchaser will not receive a refund of any funds used for the upgrades or extras.

43. Prior to closing, the Purchase Agreement prohibits a Purchaser from using the Sponsor's marketing materials or listing the Unit with any broker, advertising, publicizing, or otherwise offering the availability of the Unit for sale. In the event a Purchaser violates this provision, they shall be in default under their Purchase Agreement. In addition, Purchasers may not, subsequent to their closing, utilize Sponsor's marketing materials. See the Section entitled "Procedure to Purchase" in Part I of the Plan and the Purchase Agreement for further details.

44. Purchasers shall not be permitted to perform any work in the Unit or arrange for any deliveries to the Unit prior to Closing.

45. As more particularly described in the Description of Property in Part II of the Plan, the approximate floor area of each Unit includes directly adjacent exterior walls and all or part of any wall separating the Unit from another Unit or a Common Element. As a result, the square foot area of the Units which appear in Schedule A in Part I of the Plan exceed the actual interior floor area of each Unit.

46. As set forth in the Description of Property in Part II of the Plan, there are lot line windows on the southern facade of the Building on floors seven and higher of the Building.

These windows are not utilized for required light and air, and are not required for legal occupancy of any Unit or rooms within a Unit. Purchasers should note that if a new Building is constructed on a neighboring parcel, or if an addition is constructed on an adjacent building, these lot line windows may be obstructed and if so will have to be permanently closed and covered from the interior side with sheet rock. The obligation to permanently close the windows and the cost therefore will be borne by each Residential Unit Owner. Sponsor estimates the cost thereof to be approximately $1,750.00 per window. Sponsor has no actual knowledge of any plans by owners of neighboring buildings to either construct a new building or to increase the height of any existing building, although neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates make any representations or guarantees with respect thereto. Please refer to the Description of Property in Part II of the Plan for further details regarding the windows.

47. No representation is made by Sponsor, its principals, managers, members, agents, designees, employees or affiliates with respect to the continued ownership by 141 LLC of all or any portion of the Retail or Office Units or as to who the tenants or occupants of any portion of the Retail or Office Units may be at any time or as to the uses to which any portion of the Retail or Office Units may be put at any time. The Retail or Office Units may be used for any lawful purpose other than specifically prohibited uses (see Sections "Retail Unit" and "Office Unit" below). The use of the Retail or Office Units may generate noise or other disturbances over which the Residential Unit Owners will have no control.

48. Sponsor's liability under this Plan is limited to the proceeds from the sale of the Residential Units provided that such limitation shall not apply to any violation of Article 23-A of the General Business Law.

49. There will be a common laundry room and bike storage in cellar of the Building. Additionally, each Residential Unit will contain a clothes washer and dryer.

50. The Residential Unit Owners and the Owner(s) of the Retail and Office Units each have a right to elect three (3) and two (2) members respectively of the five (5) members of the Condominium Board, notwithstanding the fact that the Residential Units aggregate Common Interest are 83.923% and the Retail and Office Units Common Interests collectively are 16.077%. As a result, the potential exists for the Retail and Office Unit Owner(s) to exert greater influence over the affairs of the Condominium than its Common Interests would otherwise suggest. However, pursuant to the Declaration, matters affecting only the Residential Section are intended to be controlled and determined solely by the members of the Board elected by the owners of the Residential Units and matters affecting only the Retail Unit and Office Units are intended to be controlled and determined solely by the Retail Unit and Office Unit Owner(s) or the Board Members appointed or otherwise designated by them. Those matters affecting both the Retail and Office Units and the Residential Section are expected to be relatively minimal since the Building is being re-constructed so as to separate most portions, services and facilities of the Building appurtenant to the Retail or Office Units or the Residential Section respectively. The portions of the Building comprising the Retail and Office Units shall be the Retail and Office Unit Owner's responsibility (including the Façade appurtenant thereto, which shall be deemed part of the Retail and Office Units). The portions above the 2nd floor, with the exception of the General Common Elements, shall be the Residential Unit Owner's responsibility (including the Façade appurtenant thereto, which shall be a Residential Common Expense). See

"Board of Managers and Residential Board" and copies of the Declaration and By Laws included in Part II of the Plan.

51. The Owner of the Retail and Office Units have the right to Freely sell, lease or mortgage or make alterations and improvements to the Retail and Office Units, or to subdivide the Retail and Office Units, all without first notifying or obtaining the approval of the Condominium Board or the Residential Board or the Residential Unit Owners, but subject to complying with certain work requirements and restrictions contained in the Declaration (See the Residential Conversion Restated Declaration in Part II). The Retail Unit Owner and the Office Unit Owner are unrelated to the Sponsor and not subject to any control by the Sponsor. Each of their respective rights are as set forth in the Declaration and By-Laws. The Sponsor assumes no responsibility for any acts or omissions of the Retail or Office Unit Owners, or its successors and the Retail and Office Unit Owners are not responsible or liable for any of the acts, omissions or obligations of Sponsor under this Plan or for the contents of this Plan. See "Rights and Obligations of Residential Unit Owners, the Condominium Board and the Residential Board".

52. The Retail Unit Owner has the right to install satellite receivers on two designated areas of the Cupola/Mezzanine. The portions of the Cupola/Mezzanine on which the Retail Owner or its tenants may cross over and place satellites is depicted on the Floor Plan labeled "14th Floor" and included in Part II of the Plan.

53. In order that the Sponsor not be hindered, delayed or impaired in obtaining a permanent certificate of occupancy for the entire Residential Section, until such time as such permanent certificate of occupancy is obtained, Residential Unit Owners are not permitted to make any alterations to their Residential Units which would adversely affect Sponsor's ability to obtain such certificate, without Sponsor's prior written consent. Such restriction includes, without limitation, a restriction against any such proposed alterations which would require the filing of a notice or application for a building permit with the New York City Department of Buildings, except upon compliance with such conditions as may be required by the Sponsor in its sole discretion.

54. The Building has two entrances – one on the Fifth Avenue side and one on the East 21st Street side. The Fifth Avenue entrance will be the primary entrance where the Residential lobby will be located. There will be a service entrance located on 21st Street.

55. There will be one Storage Bin reserved for each Purchaser of a Penthouse Unit. All remaining Storage Bins will be available to other Purchasers on a first come first serve basis for the prices listed in Schedule A. Those Purchasers electing to utilize Storage Bins will be given a Storage Bin License Agreement, a copy of which is included as Exhibit 17 in Part II of the Plan. Purchasers should be aware that the Storage Bins will be located in the vault space in the cellar of the Building. Although Sponsor does not anticipate it, the vault area in the cellar is subject to the rights of the City of New York to repossess said area. If it does so, the Storage Bins would have to be moved to a different location in the portion of the cellar comprising the Residential Common Elements. Sponsor cannot guarantee that such substitute location will be available and if no such substitute location is available, the Residential Unit Owners will no longer have use of the Storage Bins.

56. Below grade recreation rooms, if any, may not be used as bedrooms. Unauthorized use of such below grade rooms could result in violations being posted against the building.

INTRODUCTION

141 Acquisition Associates LLC, a Delaware limited liability company ("Sponsor"), hereby presents this offering plan (the "Plan") for the conversion of the Residential Office Unit to thirty-eight (38) Residential Units in the Condominium known as 141 Fifth Avenue Condominium and for the establishment of a condominium regime consisting of one (1) Retail Unit, one (1) Office Unit and thirty-eight (38) residential units. The Property is comprised of a parcel of real estate consisting of approximately 8,460 square feet on Fifth Avenue between 20th Street and 21st Street in the City, County and State of New York (the "Land") and a twelve (12) story building plus the upper portions of each Penthouse unit located on the thirteenth and fourteenth floors (the "Building"). There will be two common area roof decks located on the roof of the Building for use by Residential Unit Owners. The thirty-eight (38) Residential Units in the Building are referred to collectively as the "Residential Units". The Retail Unit will be referred to as the "Retail Unit." The Office Unit will be referred to as the "Office Unit." The "Retail Unit" and the "Office Unit" will be collectively referred to herein as the "Commercial Units." The Land and the Building are collectively referred to herein as the "Property". The Condominium will be known as "141 Fifth Avenue Condominium" and is called the "Condominium" in this Plan.

The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor of the thirty-eight (38) Residential Units. The Retail Unit and the Office Unit, which are owned by 141 LLC, and not by Sponsor, are not being offered for sale under this Plan. See the sections of the Plan called the "Retail Unit" and the "Office Unit" for a more complete description of the Retail Unit and the Office Unit. The owner of the Commercial Units reserves the right to alter or divide the Commercial Units and may do so without the consent of the Condominium's Board. Sponsor may from time to time amend or supplement the Plan by filing an amendment with the New York State Department of Law (the "Department of Law") and serving such amendment on Purchasers and Unit Owners.

The Plan is presented in two parts (in one volume) which together constitute the entire Plan. Part I sets forth a general description of the Plan and Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed physical description of the Property, a sample Purchase Agreement, certifications of Sponsor and Sponsor's architect, certifications of an expert selected by Sponsor concerning the adequacy of the budget for the first year of Condominium operation and certain agreements to which the Condominium will be bound. In addition, Sponsor has filed exhibits to the Plan with the Department of Law, which are presented as Parts A (Certifications), B (General), C (Engineering) and D (Other Information). The Plan, including all Schedules set forth herein and Parts A, B, C and D of the exhibits, constitutes the entire offer of Sponsor. 141 LLC is not responsible for the contents of this Plan or the offering or sale of the Residential Units and licensing of Storage Bins made under this Plan, and has no liability hereunder. Copies of the Plan and the exhibits may be borrowed upon payment of a two hundred ($200) dollar deposit, which amount will be fully refunded after either (i) the prompt return of all borrowed materials in good condition or (ii) the execution by the purchaser of a Purchase Agreement subsequently accepted by Sponsor. Copies of the Plan and exhibits will also be available for inspection and copying at a reasonable fee at the Department of Law, 120 Broadway, 23rd Floor,

New York, New York. All of these documents are important and should be carefully read by prospective purchaser. Prospective Purchasers are also advised to consult with their own attorneys or other advisers before agreeing to purchase. All capitalized terms used in the Plan shall have the meanings ascribed thereto in the Section entitled "Certain Definitions", unless otherwise indicated.

The Condominium

On August 29, 2005, the Sponsor and 141 LLC, as tenants-in-common, acquired fee title to the Land and related structures thereon. Thereafter, Sponsor and 141 LLC filed the No Action Application with the New York State Attorney General's Office for a "No Action Letter" authorizing the conversion of the Building into three separate condominium units. The No Action Application was granted on November 21, 2005 authorizing the establishment of a three (3) unit condominium. The three (3) units consist of the following: (i) the Retail Unit consisting of approximately 9,384 square feet located on the cellar and first floor of the Building, (ii) the Office Unit consisting of approximately 6,821 square feet located on the second floor of the Building; and (iii) the Residential Office Unit consisting of approximately 79,132 square feet located on floors three through twelve and the upper portion of the Penthouse of the Building which, pursuant to this Plan is now being created into thirty eight (38) Residential Units. Sponsor is the sole owner of the Residential Office Unit located on floors three through the roof of the Building which is now being converted to thirty-eight (38) Residential Units. 141 LLC owns the Retail Unit located on the Cellar and first floors and the Office Unit located on the second floor.

The Sponsor is rehabilitating the portions of the Building on the Land which will be converted into the residential portions of the Building on floors one (lobby) and three through the Penthouse and will obtain a new Certificate of Occupancy. The Building will contain 12 stories above grade plus the upper portion of each penthouse apartment. The floors in the Building are named (from bottom to top): Cellar, First Floor, Floors 2-12 and a thirteenth and fourteenth floor located above a portion of the Twelfth Floor which will contain the upper floors of two penthouse duplex apartments. There will also be two common area roof decks located on the southerly portion of the roof of the Building above the twelfth and thirteenth floor.

As more particularly described herein, the Building will include (a) a Retail Unit located in a portion of the cellar and first floor, (b) an Office Unit on floor 2, and (c) a Residential Section containing the Residential Units, (d) forty-eight (48) Storage Bins to be located in a portion of the vault space in the cellar, (e) the General Common Elements, (f) the Residential Common Elements, (g) the Residential Limited Common Elements, and (h) the Residential/Office Common Elements.

There will be available to occupants of the Residential Section, certain first class residential services, including, but not limited to, a 24-hour doorman (attendant), automatic elevators, cable television service and internet service at an additional charge.

Storage Bins and Related License Agreements

The Storage bins are located in approximately six hundred sixty (660) square feet of the vault space in the cellar of the Building. There will be one Storage Bin for each Purchaser of a Penthouse Unit, for which such Purchaser of a Penthouse may purchase a Storage Bin License

for the prices listed in Schedule A. All remaining Storage Bins will be available to other Purchasers on a first come first serve basis for the prices listed in Schedule A. Those Purchasers electing to utilize Storage Bins will be given Storage Bin License Agreements. A copy of the Storage Bin License Agreement is included as Exhibit 17 of Part II of this Plan. Storage Bins may only be used for the uses set forth in the Plan and cannot be licensed independently of the ownership of a Residential Unit. See the Section of this Plan entitled "Storage Bins."

Features of Condominium Ownership

The ownership of a Residential Unit is similar in many respects to the ownership of a private home. Each Residential Unit Owner owns fee title to his or her Residential Unit and is entitled to the exclusive possession thereof and the exclusive use of the Residential Limited Common Elements, if any, appurtenant to his or her Unit. He or she also owns, in common with the owners of all other Residential Units, an undivided interest in (and right to use) the Residential Common Elements, and, in common with the owners of all other units, an undivided interest in (and right to use) the General Common Elements.

Certain Residential Unit Owners have the exclusive use of Terraces or Balconies appurtenant to their Residential Units, and such Unit Owners are responsible for all normal maintenance, repairs and replacements thereto. Terraces appurtenant to Residential Units are shown on the Residential Unit Floor Plans included in Part II of the Plan. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Terrace (unless caused by a Residential Unit Owner in which case that Residential Owner shall be responsible for such repairs) shall be charged to all Residential Unit Owners as a Residential Common Expense. The type, size, weight and quantity of plantings and other installations to be placed on Terraces and the rights of Unit Owners to paint and decorate Terraces shall be subject to the prior written approval of the Condominium Board. Any planting or other installations to be placed on Terraces shall be subject to the rules and regulations promulgated by any New York City and Department of Buildings regulations, including, but not limited to, any applicable weight restrictions. The Condominium Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants. Notwithstanding the foregoing, the Condominium Board may not establish, amend or modify rules and regulations affecting the Retail or Office Unit without first obtaining the written consent of the Owner of such Retail and/or Office Unit affected thereby, which may be withheld or denied without cause or explanation, in their sole and absolute judgment.

Each Unit Owner is obligated to comply with the Declaration and By-Laws, rules and regulations, and any other requirements of the Condominium Board. The Condominium Board has the authority to manage the Condominium and the Residential Section. The Residential Unit Owners have the right to vote for Residential Board Members of the Condominium Board.

Subject to certain conditions contained in the By-Laws, each Residential Unit Owner may mortgage his or her Residential Unit(s) with such lender and in such amount as he or she chooses. However, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates make any representations about whether a Purchaser will be able to finance the purchase of any Residential Unit. Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

A Residential Unit Owner may decorate the interior of his or her Residential Unit in any way desired except as otherwise provided in the By-Laws and Rules and Regulations and law, and will be solely responsible for the cost of maintenance and interior repairs to his Residential Unit after Closing.

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. Please refer to the opinion of Wolf Haldenstein Adler Freeman & Herz LLP, counsel to Sponsor, set forth in full in Part I of the Plan, for a discussion regarding the deductibility for United States, New York State and New York City income tax purposes, of real estate taxes and the interest paid on a mortgage, if any, on a Residential Unit.

With certain exceptions (for example, neither Sponsor, 141 LLC nor their respective designees are required to give the Condominium Board a right of first refusal with respect to any Unsold Residential Units or the Commercial Units), any sale or lease of a Residential Unit will be subject to a right by the Condominium Board to acquire or lease such Residential Unit or to produce a third party to acquire or lease such Residential Unit on the same terms as were offered to the owner of such Residential Unit. The Commercial Unit Owners may Freely sell or lease all or any portion of the Commercial Units, without any restriction or limitation imposed pursuant to the Declaration or the By-Laws. For a more complete discussion of the foregoing, see the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers – Sales and Leases of Units".

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known, and hereinafter referred to as the "Condominium Act". The Property, pursuant to the No-Action Letter referenced above, has been submitted to the provisions of the Condominium Act by Sponsor's recording of the Declaration in the City Register's Office on October 26, 2006, creating a three (3) unit Condominium, which Condominium will be further subdivided pursuant to this Offering Plan into one (1) Retail Unit, one (1) Office Unit and thirty-eight (38) Residential Units and an Amended and Restated Declaration will be filed thereon in the City Register's Office. From and after the date of recording the Declaration, Sponsor will be the owner of the Residential Units until each is sold and conveyed. The Condominium will comply with all statutes and regulations applicable to condominiums in the State of New York.

Generally, the cost of operating the Residential Common Elements will be borne by the Residential Units Owners in proportion to their respective Residential Common Interest and the cost of operating the Retail and Office Units will be borne entirely by the owner of the Retail and Office Units. Residential Unit Owners, as such, will have no interest in any rents, profits or revenues derived from the rental or use of any space in the Retail or Office Units and the Retail and Office Unit Owner, as such, will have no interest in any rents, profits or revenues derived from the rental or use of any space in the Residential Section. The costs and expenses of operating and maintaining the General Common Elements including, but not limited to, the cost of snow removal, will generally be shared by all Unit Owners in proportion to their respective Common Interests except as otherwise provided in Schedule B "Projected Budget for First Year of Condominium Operation" in Part I of the Plan or in the Declaration and By-Laws. The

Condominium Board shall make allocations of General Common Expenses and Residential Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with the Declaration and By-Laws. The Condominium Board can not change the method of allocation of Common Expenses or increase the number of building employees servicing the General Common Elements or Residential/Office Common and Limited Common Elements as set forth in Schedule B, without the consent of the Commercial Unit Owners, which consent may be withheld or denied without cause or explanation, in their sole and absolute judgment.

As more particularly set forth in the Declaration and By-Laws, the Condominium Board will determine the amount of General Common Expenses, Residential Common Expenses and Residential/Office Common Expenses. On a monthly basis or at such other times as the Condominium Board determines, the Condominium Board will assess (i) Residential Unit Owners for General Common Charges, Residential Common Charges and Residential/Office Common Charges; (ii) the Retail Unit Owner with its share of the General Common Charges and (iii) the Office Unit Owner with its share of General Common Charges and Residential/Office Common Charges. Such charges will be assessed against Residential Unit Owners in proportion to their respective Common Interests except as otherwise determined by the Condominium Board in accordance with the Condominium Act, Sections 339-(i) and (m). As set forth in, the Declaration, By-laws and Schedule B – "Projected Budget for First Year of Condominium Operation" all Unit Owners share the costs of the General Common Expenses, which includes: certain labor; electricity for the General Common Elements; certain charges to operate utilities serving the General Common Elements; certain service contracts applicable to the General Common Elements; insurance; certain repairs; maintenance supplies applicable to the General Common Elements; certain management fees; certain legal fees; certain audit fees; certain administrative contingencies and other miscellaneous expenses based upon their respective Common Interests and shares the costs of a portion of other expenses such as the cost for labor and related expenses, electricity, and other miscellaneous office expenses based upon estimated usage. Other costs, such as the costs for steam for heating and hot water, gas, the passenger elevator contract, the Residential Staff (to the extent said staff does not perform work for or on behalf of the Commercial Unit Owners) and other Residential Common Expenses are not borne at all by the Commercial Unit Owners because such utilities and/or services are either separately metered or submetered or not used by the Commercial Unit Owners.

The cost of operations of, and improvements, repairs, alterations and additions to, the Residential Section will be determined by the Residential members of the Board and assessed against only all Residential Unit Owners in proportion to their respective Common Interests. The estimated Residential Common Charges for each Residential Unit for the first year of condominium operation are set forth in Schedule A.

The Condominium Board will also be responsible for collecting the General Common Charges from the Retail and Office Units in order to pay the General Common Expenses required hereunder and in accordance with the "Special Allocation and Apportionment Rule" (See the Declaration included in Part II of the Plan). After the closing of title to a Residential Unit, a Residential Unit Owner will be solely responsible for maintaining casualty insurance with respect to the fixtures, equipment and personal property situated within his Residential Unit, as well as liability insurance with respect to occurrences in or about his Residential Unit. The By-

Laws require that each Unit Owner maintain such insurance coverage. The Condominium Board will be solely responsible for maintaining casualty and liability insurance with respect to the Common Elements, in accordance with the provisions of the By-Laws. See the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers" for a more complete discussion of the foregoing.

There are no limitations on who may purchase Residential Units. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, an association, a trust or any other entity which is permitted to take title pursuant to New York law. Notwithstanding the foregoing, Sponsor is not obligated to offer or sell any Residential Units and may, if it chooses (i) withhold one or more Residential Units for future sale for any reason whatsoever, without the consent of the Board, any Residential Unit Owner, or mortgagee, or (ii) refuse to approve and execute a Purchase Agreement for any Residential Unit, or refuse to approve and execute Purchase Agreements, as the case may be, for more than one Residential Unit to any one person or entity; provided, however, that, in either event, Sponsor shall not discriminate against any person because of his or her race, creed, color, sex, disability, material status, age, ancestry, national origin or other ground proscribed by law. No binding obligation will arise for the sale of a Residential Unit unless and until a Purchase Agreement executed by both Purchaser and Sponsor, has been exchanged and Sponsor has collected the funds constituting Purchaser's required Down Payment thereunder (see the Section entitled "Procedure to Purchase" for more details). Sponsor will not accept an offer of purchase from an individual younger than eighteen (18) years of age or an incompetent under law.

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

Offering of Residential Units for Sale

Sponsor hereby offers thirty-eight (38) Residential Units to Purchasers for sale under the Plan. The prices for each of the Residential Units offered under the Plan are listed in Schedule A entitled "Purchase Prices and Related Information for the Projected First Year of Condominium Operation." The Retail Unit and the Office Unit owned by 141 LLC are not being offered under this Plan. **THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY ANY GOVERNMENT AGENCY.**

The estimated Residential Common Charges for each Residential Unit for the first year of operation of the Property as a condominium are set forth in Schedule A.

The Sponsor's construction financing contains minimum release prices set by lender and a required minimum payment per sale which must be made to the lender in order for the lender to release its lien from the unit being sold.

Sponsor is retaining the unconditional right to rent rather than sell Units and thus 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. Since Sponsor is retaining the unconditional right to rent rather than sell Units Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of this Plan.

Sponsor, at the end of the Sponsor Board Control Period, will have the right to cast votes for the units it owns and, therefore, may be able to elect one member of the seats on the Condominium Board allocated to the Residential Units. If Sponsor has enough votes to elect one member on the Condominium Board allocated to the Residential Units, it will (in conjunction with the two (2) Commercial Board Members designated by the Owners of the Retail Unit and Office Unit) maintain voting control the Condominium Board despite the fact that the Sponsor Board Control Period has ended.

See Section of the Plan entitled "Rights and Obligations of Sponsor" for further detail.

Each Purchaser of a Residential Unit will be required to make a contribution to the Working Capital Fund. Such contribution by a Residential Unit, to be made at the time of Closing of the Residential Unit, shall be in an amount equal to two (2) months' Residential Common Charges in effect at the time of closing for each Residential Unit purchased. (See the Section entitled "Working Capital Fund and Apportionments").

In addition to the payment of Residential Common Charges, each Residential Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against his or her Residential Unit, interest and amortization payments on the mortgage, if any, which such Purchaser may, at his or her option, obtain, and charges for electricity consumed in his Residential Unit.

The charges for electricity consumed by each Residential Unit Owner individually will be separately metered or submetered and billed to each Unit Owner by Con Ed. Water charges and sewer rents, assessed by The City of New York, will be billed to the Residential Section as a Residential Common Expense. The costs and expenses of central heat and gas with respect to the Residential Section will be included in Residential Common Charges; Residential Unit Owners will be required to pay charges for electricity consumed by the incremental HVAC Units for each Residential Unit which provides air conditioning and heating to each Residential Unit. Electricity, gas and water and sewer provided to the Retail Unit and Office Unit will be separately metered or submetered. Schedule A sets forth estimates of the amounts of real estate taxes which will be payable with respect to each Residential Unit. See the Notes to Schedule A with respect to the bases of such estimates.

CERTAIN DEFINITIONS

For convenience of presentation, general definitions of certain of the terms used in the Plan are set forth below, which definitions are subject in most cases to the more particular definitions of such terms set forth in the Declaration and the By-Laws:

"Adversely affect", or "adverse effect", as used in the Condominium Documents, shall mean, with respect to any action or proposed change and with respect to any Unit Owner or Owners, that such action or change could, if realized, (i) increase the Common Charges payable by such Unit Owner or Owners, (ii) materially interfere with such Unit Owner's access to its Unit or Units, (iii) obstruct or degrade the view from the windows of such Unit Owner's Unit or (iv) otherwise materially diminish such Unit Owner's use and enjoyment of its Unit or Units.

"Balcony" or "Balconies" mean any balcony appurtenant to a Residential Unit.

"Building" refers to the structures and improvements including above and below grade segments, known as "141 Fifth Avenue Condominium" located at 141 Fifth Avenue, New York, New York in which the Units of the Condominiums are located.

"By-Laws" refers to the Residential Conversion Restated By-Laws governing the operations of the Condominium, the form of which is set forth in Part II of the Plan.

"City Register's Office" refers to the New York County office of the Register of The City of New York.

"Closing" refers to the time, place and procedure by which fee title to the Unit in question is conveyed to a Purchaser pursuant to a fully executed Purchase Agreement.

"Closing Date" refers to the date on which a Closing of a Residential Unit occurs.

"Commercial Board" refers to those members of the Condominium Board of Managers designated by and representing the Commercial Unit Owners in those matters solely affecting the Commercial Section and not affecting the Residential Section in any way.

"Commercial Board Members" refers to those members of the Condominium Board of Managers that are designated by the Commercial Unit Owners.

"Commercial Section" refers to the portion of the Building in which the Retail Unit and Office Unit are located.

"Commercial Units" refers to the Retail Unit located on the Cellar and First Floor of the Building and the Office Unit located on the second floor of the Building, and, to the extent either the Retail Unit or Office Unit is divided, the Commercial Units shall refer to all of the Commercial Units resulting from the subdivision of the Retail or Office Unit.

"Commercial Unit Owner" refers to the owner or owners of the Commercial Unit. In the event either the Retail Unit or Office Unit is sold or subdivided, Commercial Unit Owner shall refer to all of the owners of the Commercial Units resulting from the sale or subdivision of the Commercial Unit.

"Common Charges" refers to the aggregate of General Common Charges, Residential Common Charges and Residential/Office Common Charges.

"Common Elements" refers to the General Common Elements, the Residential Common Elements, the Residential Limited Common Elements, and the Residential/Office Common Elements. The exterior portions of all windows shall not be deemed Common Elements and shall be part of the Unit such window is appurtenant thereto and shall therefore be the Unit Owners responsibility to maintain and replace.

"Common Expenses" refers to the costs and expenses attributable to the General Common Elements, the Residential Common Elements, the Residential Limited Common Elements and the Residential/Office Common Elements.

"Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements pertaining to each Unit determined in accordance with the Declaration. The Common Interest is the basis of determining, among other things, a Unit Owner's share of any distributions upon termination of the Condominium.

"Condominium" refers to 141 Fifth Avenue Condominium.

"Condominium Act" refers to the New York Condominium Act, as amended from time to time and presently found in the New York Real Property Law, Article 9B.

"Condominium Board" refers to the board of managers representing the Residential Unit Owners, the Retail Unit Owner and the Office Unit Owner.

"CPC" refers to the New York City Planning Commission.

"CPC Authorization" refers to the authorization Sponsor must obtain from the City Planning Commission waiving the Preservation Requirement.

"Declaration" refers to the Residential Conversion Restated Declaration of Condominium, as the same may be amended from time to time, the form of which is set forth in Part II of the Plan.

"Department of Law" refers to the New York State Department of Law.

"First Closing", or words of similar import, refers to the date fee title to the first Residential Unit is conveyed to a Purchaser pursuant to the Plan.

"Floor Plans" refers to the floor plans of the Building, as the same may be amended from time to time, which are approved by the Real Property Assessment Bureau of The City of New York and filed with the City Register's Office.

"Freely" shall have the same definition as "Freely and Without Consent, Payment or Restriction."

"Freely and Without Consent, Payment or Restriction" means and includes, unless otherwise expressly provided: (a) unfettered and unconditional; (b) without consent or approval of the Condominium Board or other Unit Owners or mortgagees of Units; (c) without paying any

kind of fee, rental, charge, imposition, security deposit or other sum to the Condominium Board or its Managing Agent, attorneys, architects, engineers or other professionals or consultants, or to Unit Owners; and (d) without complying with any kind of work rule, restriction, requirement or limitation, other than the requirement to comply with applicable Laws, the applicable Work Requirements set forth in Article 15, Section 15.2 of the Declaration, the restriction against Prohibited Uses and any other expressly stated restriction, requirement or limitation.

"General Common Charges" refers to assessments payable to the Condominium Board for the purpose of meeting General Common Expenses.

"General Common Elements" refers to the Common Elements that are for the use, service and/or benefit in common by all Units or both the Retail Unit and the Residential Units.

"General Common Expenses" refers to costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements.

"Land" refers to the Property, other than the Buildings and the appurtenances thereto.

"LPC" refers to the New York Landmarks Preservation Commission.

"Managing Agent" refers to the managing agent or manager of the Building at the time in question.

"No Action Letter" refers to the letter dated November 21, 2005 granting Sponsor and 141 LLC the right to divide the Building up into three (3) condominium units without the necessity of filing an Offering Plan.

"Offeree" refers to (a) Purchasers who have executed and delivered Purchase Agreements for Residential Units and are not in default thereunder, (b) Unit Owners, and (c) any other person or entity who, pursuant to law, is an offeree of the Plan.

"Office Unit" refers to the Office Unit located on the second floor of the Building (a/k/a "Office Unit 2").

"141 LLC" means 141 Fifth Avenue LLC.

"PCO" refers to a permanent Certificate of Occupancy.

"Permitted Encumbrances" refers to those title encumbrances on a Unit subject to which a Purchaser agrees to take title, as more particularly itemized on Schedule A annexed to the form of Purchase Agreement set forth in Part II of the Plan.

"Permitted Mortgage" refers to a mortgage permitted to be placed upon a Unit or Units pursuant to the provisions of the By-Laws.

"Permitted Mortgagee" refers to the holder of any Permitted Mortgage and shall include, without limitation, such banks and financial institutions as constitute the holders of the construction loan mortgages given by Sponsor to acquire and construct the Property.

"Plan" refers to this offering plan for the establishment of condominium ownership, as the same may be amended from time to time.

"Plans and Specifications" refers to the plans and specifications for the Building which (to the extent required by law) are filed with, and approved by, the Department of Buildings of The City of New York, which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of the Plan.

"Preservation Requirement" means the provision contained in the New York City Zoning Resolution which requires that at least 50% of the floor area of the Building is preserved for conforming manufacturing or commercial uses, or by preserving the same amount of floor area in another comparable building located within any C6-2M, C6-4-M, M1-5M or M1-6M district between 13th and 23rd Streets and between Park and Eighth Avenues.

"Property" refers to the Land, the Building and the appurtenances thereto.

"Property Deed" refers to the deed dated August 29, 2005 pursuant to which the Sponsor acquired fee title to Property.

"Purchase Agreement" refers to the agreement to purchase a Residential Unit pursuant to the Plan, the form of which is set forth in Part II of the Plan.

"Purchaser" refers to person(s) or entity(ies) named as Purchaser(s) in a Purchase Agreement which has been duly executed by such person(s) or entity(ies) and accepted by Sponsor.

"Residential Board" refers to those members of the Condominium Board of Managers elected by and representing the Residential Unit Owners in those matters solely affecting the Residential Section and not affecting the Commercial Section in any way.

"Residential Board Members" refers to those members of the Condominium Board of Managers that are elected by the Residential Unit Owners.

"Residential Common Charges" refers to assessments payable to the Condominium Board by Residential Unit Owners for the purpose of meeting the cost of the Residential Common Expenses.

"Residential/Office Common Charges" refers to assessments for Residential/Office Common Expenses payable to the Condominium Board by the Residential Unit Owners and the Office Unit Owner.

"Residential Common Elements" refers to those Common Elements which serve or benefit exclusively the Residential Units and/or the Residential Unit Owners.

"Residential/Office Common Elements" refers to those Common Elements which are for the exclusive use, service and/or benefit, in common, by the Residential Units and the Office Unit.

"Residential Common Expenses" refers to the costs and expenses incurred or projected in connection with the operation, repair, maintenance, replacement, restoration, improvement, alteration and addition of and to the Residential Common Elements or Residential Limited Common Elements or in connection with any services or facilities exclusively benefiting the Residential Section or the Residential Unit Owners.

"Residential/Office Common Expenses" refers to the costs and expenses incurred or projected in connection with repair, maintenance, replacement, restoration, improvement, alteration, and addition of and to the Residential/Office Common Elements or in connection with any services or facilities exclusively benefiting the Residential Units and Office Unit.

"Residential Limited Common Elements" refers to those Residential Common Elements which serve or benefit exclusively one or more but not all the Residential Units and/or the Residential Unit Owners.

"Residential Office Unit" refers to floors three through the existing upper level of the Penthouse, which are being converted to the Residential Units.

"Residential Rules and Regulations" refers to the rules and regulations applicable to only the Residential Units, made in accordance with the By-Laws and attached thereto.

"Residential Section" refers to the thirty-eight (38) Residential Units, the Storage Bins, the Residential Common Elements and the Residential Limited Common Elements.

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

"Residential Unit Owner" refers to any owner of a sold or unsold Residential Unit, and all such owners are, collectively, referred to as "Residential Unit Owners".

"Residents" refers to the people residing in the Building regardless of whether they are Unit Owners, renters, or other occupants of the Residential Units.

"Restrictive Declaration" means the Declaration to be entered into by Sponsor with respect to improvements and continuing maintenance of the Building's façade.

"Retail/Office Owner's Rights" as defined in Special Risk #16.

"Retail Unit" refers to the Unit located on the cellar and first floor of the Building.

"Schedule A" refers to Schedule A, "Purchase Price and Related Information for the Projected First Year of Condominium Operation" set forth in Part I of the Plan.

"Schedule B" refers to Schedule B, "Projected Budget for the First Year of Condominium Operation" set forth in Part I of the Plan.

"Selling Agent" refers to Core Group Marketing or any successor selling agent at the time in question.

"Side Letter Agreement" refers to the agreement dated November, 2006, entered into by and between the Sponsor and 141 Fifth with respect to the Restrictive Declaration.

"Sponsor" refers to 141 Acquisition Associates LLC, a Delaware limited liability company, and its successors and assigns.

"Sponsor and/or its designee(s)", "Sponsor or a designee of Sponsor" or similar terms refers to Sponsor and any designee of Sponsor.

"Sponsor Board Control Period" refers to the period during which members of the Condominium Board designated by Sponsor constitute a majority of the members of the Board.

"Storage Bins" refers to the forty-eight (48) storage bins to be located in the cellar of the Building which will be used for storage by Residential Unit Owners.

"Storage Bin License Agreement" refers to the license agreement to be signed by Residential Unit Owners in connection with their use of the storage Bins. A copy of the Storage Bin License Agreement is included in Part II of the Plan as Exhibit 17.

"TCO" refers to a temporary certificate of occupancy.

"Terrace(s)" refers to terraces and/or balconies (if any) appurtenant to certain Residential Units which are deemed part of such Residential Units.

"TIC Agreement" refers to the tenancy-in-common agreement dated August 29, 2005 between Sponsor and 141 LLC.

"Unavoidable Delays" refers to delays due to strike, lockout, or other labor or industrial disturbance (whether or not on the part of employees or contractors of Sponsor), civil disturbance, future order of any government, court or regulatory body claiming jurisdiction, war, act of the public enemy, riot, sabotage, blockade, embargo, terrorist acts, shortage of or failure or inability to secure materials or labor by reason of priority or similar regulation or order of any government or regulatory body or lightning, earthquake, fire, storm, hurricane, flood, explosion, act of God, any delays in governmental approvals in connection with the construction or any cause similar to any of the causes hereinabove state; provided, however, that for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause similar to the causes stated above.

"Unit" or "Condominium Unit" refers to space designated as a Residential Unit, a Retail Unit or an Office Unit in the Declaration, consisting, generally, of either a specific residence or a portion of the Retail or Office space in the Building, together with an appurtenant proportionate undivided interest in the Common Elements. Each Unit's windows, including the exterior portions thereof, shall be deemed part of such Unit. All of such Units are collectively referred to as "Units".

"Unit Owner" refers to any Residential Unit Owner or Commercial Owner, and all of such Residential Unit Owners and Commercial Unit Owner are collectively referred to as the "Unit Owners".

"Unsold Residential Unit" refers to (a) any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor, its designee, successor or assigns or a Residential Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor, or one or more of their principals, is a member or (b) any Residential Unit for which there is a signed Purchase Agreement but for which Closing has not yet occurred.

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

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Construction of the Building

The Building will contain: one (1) Retail Unit; one (1) Office Unit; a Residential Section consisting of the thirty-eight (38) Residential Units, the Storage Bins, the Residential Common Elements and the Residential Limited Common Elements; the General Common Elements; and the Residential/Office Common Elements. There will be two (2) residential common area roof decks located on the roof of the Building and a residential common area bicycle storage in the cellar.

The Building, including the individual Residential Units therein, is being substantially rehabilitated and will be completed substantially in accordance with the Plan and Specifications and all applicable zoning and building laws, regulations, codes and other government requirements. Following completion of the Building, Temporary Certificates of Occupancy for individual Residential Units and the Building and/or a permanent Certificate of Occupancy for the Residential Units and the Building will be issued by the Department of Buildings of the City of New York and copies of the Plans and Specifications for the Building will be filed with the Department of Buildings of the City of New York.

Under the present construction schedule it is anticipated that, except for finishing work to stairways, hallways, and other areas of the Building which are not intended for the exclusive use of any particular Unit Owner and work, if any, which Sponsor performs in individual Residential Units, including but not limited to work performed by Sponsor pursuant to a "punch list" for an individual Residential Unit executed at Closing, certain Residential Units will be substantially completed by November 1, 2007 and a first Temporary Certificate of Occupancy with respect to portions of the Building will be obtained on or about January 1, 2008, both subject to Unavoidable Delays. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates, however, warrant or guarantee the foregoing completion or occupancy dates for the Building. The first Temporary Certificate of Occupancy may be issued for some but not all of the Residential Units and Sponsor may complete construction of certain Residential Units before others.

Sponsor has engaged Centra/Ruddy Incorporated ("Sponsor's Architect") as architects for the Building, MGJ Associates Inc. as the mechanical engineer for the Building, and Goldstein Associates as the structural engineer for the Building. The rehabilitation of the Building is being financed by Wells Fargo (the "Construction Lender"), which financing is secured, among other things, by certain mortgages and security agreements.

Sponsor and its principals, managers, members, agents, designees, employees and affiliates reserve the right to amend or modify the Plans and Specifications in any way not material to this offering or in a manner disclosed in this offering, including, without limitation, changing materials, appliances, equipment, fixtures and other construction and design details set forth therein or in the "Description of Property" set forth in Part II of the Plan and to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal or better quality, provided that any necessary approval of any governmental authority having jurisdiction thereof is timely obtained. Any or all of the foregoing shall give rise to no right of rescission on the part of any Purchaser and may be made without prior notice or amendment to the Plan.

The Property was acquired by the Sponsor and 141 LLC as tenants-in-common by Bargain and Sale deed dated August 29, 2005. Prior to the First Closing, Sponsor and 141 LLC will convey (i) the portion of the Property comprising the Residential Section to Sponsor by deed, and (ii) the portion of the Property comprising the Retail and Office Units to 141 LLC.

Residential Units

Subject to the rights of Sponsor and its designee to change the number of Residential Units, there will be a total of thirty-eight (38) Residential Units situated in the Building. Detailed descriptions of the Residential Units including a finish schedule are set forth in the "Description of Property" in Part II of the Plan. See also the Section entitled "Changes in Prices and Units." Please refer to Schedule A, "Prices of Units and Related Information" for further details.

Except as otherwise agreed by the parties, the Residential Units will be delivered to Purchasers with a primer plus one finish coat of paint. Each Purchaser will be obligated to do all other painting and decorating of his or her Residential Unit at his or her own cost and expense.

Included in the sale of each Residential Unit are the following: refrigerator/freezer, kitchen cabinets, and microwave, gas range, automatic dishwasher, washing machine and dryer and individually controlled heating and cooling units. The manufacturer, model number and specifications for the foregoing appliances and equipment are set forth in the "Description of Property." As more fully set forth under the Section entitled "Description of Property and Improvement – Construction of the Building," these fixtures, appliances and equipment are subject to change by Sponsor. Sponsor may negotiate to make modifications or changes in any Residential Unit or to do special work therein to provide different or additional appliances, equipment furnishings or decorations, provided that Sponsor shall not be bound to do so unless agreed to by Sponsor in a written instrument which is incorporated as an addendum to the Purchase Agreement.

Sponsor and its designee or successor reserve the right, without prior notice or amendments to the Plan, to use Unsold Residential Units on any floor of the Building as sales and leasing offices and model apartments. In the event Sponsor or its designee or successor, thereafter, elects to sell such Unsold Residential Units, Sponsor or its designee or successor may offer the purchaser the right to purchase all or any of the furniture, furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Unsold Residential Unit, such amounts as Sponsor determines.

A Residential Unit Owner may only use his or her Residential Unit for a purpose consistent with the local zoning ordinance, as amended from time to time, any other applicable ordinance or statute, and any regulation of a governmental authority with jurisdiction over the Condominium, including, but not limited to, local building codes and the Multiple Dwelling Law, as such statutes, ordinances and regulations may be amended from time to time, nor may a Residential Unit Owner use his Residential Unit for a use violative of the By Laws.

Each Unit's windows, including the exterior portions thereof, shall be deemed part of such Unit. Notwithstanding the foregoing, Sponsor may, in its sole discretion, elect to arrange for the cleaning of said windows and charge each Residential Unit Owner the cost thereof as a Residential Common Expense.

Storage Bins

There will be forty-eight (48) Storage Bins, located in the cellar of the Building for which license agreements will be made available to Purchasers wishing to purchase them. The purchase price for each license of a Storage Bin includes the right to the use of one (1) Storage Bin, for which such Purchaser of a Penthouse may purchase a Storage Bin License for the prices listed in Schedule A. Storage Bins will be allocated by Sponsor to each Purchaser in its sole discretion. In the event that Sponsor constructs more than forty-eight (48) Storage Bins in the Building, any additional Storage Bins will be allocated to the Condominium Board and shall be Residential Common Elements. The Storage Bins may be used only for storage purposes only by Unit Owners, provided that no materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein. Except for Sponsor, no Unit Owner may own a Storage Bin independently of a Residential Unit.

The Storage Bins will be located in the Cellar in an area commonly referred to as a vault. Purchasers of Storage Bin licenses should be aware that, although the Sponsor does not anticipate it, the City of New York could repossess the vault area. If it does so, the Storage Bins would have to be moved to a different location in the portion of the Cellar comprising the Residential Common Elements. Sponsor cannot guarantee that such a substitute location will be available and if no such substitute location is available, Residential Unit Owners will no longer have use of a Storage Bin.

Terraces and Balconies

As indicated in Schedule A, Terraces and Balconies are appurtenant to certain Residential Units (and are deemed part of such Units) and are included in the purchase prices therefor. A Residential Unit Owner who has a Terrace or Balcony appurtenant to his or her Residential Unit shall have the exclusive use of same, subject to the right of the Condominium Board to regulate its use, and shall be responsible for all normal maintenance, repairs and replacements thereto. However, the costs and expenses of any structural repairs or repairs or replacements to any Terrace or Balcony, unless caused by its Residential Unit Owner, shall be charged to all Residential Unit Owners as a Common Expense.

Any plantings, structures or other improvements installed by Unit Owners on the Terraces or Balconies must be approved by the Condominium Board, and shall be subject to any applicable New York City and Department of Buildings rules and regulations, including, but not limited to, any applicable weight restrictions. The Condominium Board shall have the right, even if same was previously approved, to require a Unit Owner to remove plantings and other installations which have been placed on the Terraces or the Balconies if the Condominium Board determines, in its reasonable discretion, that such plantings or other installations adversely affect the integrity of the roof or structural or mechanical systems. The Condominium Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Units and to insure the integrity of the Building and the health and safety of the occupants. Neither the Sponsor nor its principals, managers, members, agents, designees, employees, or affiliates make any representation as to what may or may not be legally placed on the Terraces or the Balconies by any Unit Owner.

Retail Unit

As more particularly described in the Sections of the Plan entitled "Retail Unit", in the Declaration and the "Description of Property," the Retail Unit will be situated in portions of the Cellar and First Floor of the Building. There is one Retail Unit.

The Retail Unit may be used for any lawful purpose under the zoning resolution, subject to certain limitations more fully discussed in the Section of the Plan entitled "Retail Unit".

No rules or regulations affecting the operation, use, maintenance, repair, alteration, mortgaging, leasing, alienation or other disposition of the Retail Unit may be adopted or modified by the Condominium Board without the written consent of the Retail Unit Owner, which may be withheld or denied without cause or explanation, in its sole and absolute judgment. No changes to the Declaration of Condominium or the By-Laws which affect the Retail Unit may be enacted without the consent of the Retail Unit Owner. All or any part of the Retail Unit may be leased or subleased by the Retail Unit Owner, as more fully set forth in the Declaration. The Retail Unit may be sold freely without prior notice. The Retail Unit may be divided by the Retail Unit Owner. The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of any space in the Retail Unit.

Although the Retail Unit Owner may make alterations to the Retail Unit without the consent of the Condominium Board or the Residential Unit Owners, the alterations must be performed in compliance with certain restrictions and Work Requirements as provided in the Declaration (See the Declaration, in Part II of the Plan for further detail).

No representation is made by Sponsor, its principals, managers, members, agents, designees, employees or affiliates with respect to the continued ownership by 141 LLC of all or any portion of the Retail Unit or as to who the tenants or occupants of any portion of the Retail Unit may be at any time or as to the uses to which any portion of the Retail Unit may be put at any time (except that the Retail Unit may be used for any lawful purpose or as otherwise limited by the Declaration as summarized in the Section of the Plan entitled "Retail Unit"). The use of the Retail Unit may generate noise or other disturbances over which the Residential Unit Owners will have no control.

Office Unit

As more particularly described in the Sections of the Plan entitled "Office Unit", in the Declaration and the "Description of Property," the Office Unit will be situated in portions of the Second Floor of the Building. There is one Office Unit.

The Office Unit may be used for any lawful purpose under the zoning resolution, subject to certain limitations more fully discussed in the Section of the Plan entitled "Office Unit".

No rules or regulations affecting the operation, use, maintenance, repair, alteration, mortgaging, leasing, alienation or other disposition of the Office Unit may be adopted or modified by the Condominium Board without the written consent of the Office Unit Owner, which may be withheld or denied without cause or explanation, in its sole and absolute judgment. No changes to the Declaration of Condominium or the By-Laws which affect the Office Unit may be enacted without the consent of the Office Unit Owner. All or any part of the

Office Unit may be leased or subleased by the Office Unit Owner, as more fully set forth in the Declaration. The Office Unit may be sold freely without prior notice. The Office Unit may be divided by the Office Unit Owner. The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of any space in the Office Unit.

Although the Office Unit Owner may make alterations to the Office Unit without the consent of the Condominium Board or the Residential Unit Owners, the alterations must be performed in compliance with certain restrictions and Work Requirements as provided in the Declaration (See the Declaration, in Part II of the Plan for further detail).

No representation is made by Sponsor, its principals, managers, members, agents, designees, employees or affiliates with respect to the continued ownership by 141 LLC of all or any portion of the Office Unit or as to who the tenants or occupants of any portion of the Office Unit may be at any time or as to the uses to which any portion of the Office Unit may be put at any time (except that the Office Unit may be used for any lawful purpose or as otherwise limited by the Declaration as summarized in the Section of the Plan entitled "Office Unit"). The use of the Office Unit may generate noise or other disturbances over which the Residential Unit Owners will have no control.

Common Elements

The Common Elements are the portions of the Property owned in common by all Unit Owners (Residential and Commercial) and generally consist of the following: (a) the portions of the air space comprising Land occupied by the Common Elements; and (b) all spaces or areas of the Property, and the equipment and installations in, on, above, under or adjacent thereto, which serve or benefit the Residential and Commercial Units or the Common Elements or are necessary or convenient to their existence, unless expressly stated to be part of a Unit. The Unit Owners own, in common, a proportionate undivided interest in the Common Elements in fee simple absolute.

Those Common Elements that are for the use, service and/or benefit in common by all Units or both the Retail Unit and Residential Units are herein called the "General Common Elements".

Those Common Elements that are limited or restricted completely or primarily for the exclusive or substantially exclusive use, service and/or benefit in common by only the Residential Units are designated "Residential Common Elements" (see below for a list thereof).

Those Common Elements which serve or benefit exclusively one or more but not all of the Residential Units and/or the Residential Unit Owners, but not including Terraces or Balconies (which shall be deemed part of such Residential Unit), appurtenant to certain Residential Units are designated "Residential Limited Common Elements".

Those Common Elements that serve or benefit, directly or indirectly, exclusively both the Residential Units and the Office Unit are designated "Residential/Office Common Elements" and shall be limited or restricted completely or primarily for the exclusive or substantially exclusive use, service and/or benefit, in common, by only the respective owners of the Residential Units and Office Unit.

Such exclusive or substantially exclusive use in common of all Residential Common Elements or Residential Limited Common Elements or Residential/Office Common Elements, and the common use of the General Common Elements, are subject and subordinate to: (a) compliance with the Declaration and the By-Laws, (b) the exclusive right of the Condominium Board, subject to the Retail/Office Owner's Rights, to determine the use and disposition of the Common Elements and to establish new and additional Rules and Regulations and to amend the Rules and Regulations from time to time governing the use and disposition of the Common Elements by the applicable Owners and permitted tenants/occupants/invitees of Units (the initial Rules and Regulations are attached to, and part of, the By-Laws); and (c) certain restrictions, as well as certain rights and easements reserved to the Sponsor and 141 LLC and granted to the Condominium Board, the Retail Unit Owner, the Office Unit Owner, and their respective permitted tenants/occupants/invitees, and other persons, all as and to the extent set forth elsewhere in this Declaration, the By-Laws and the Condominium Act.

The Common Elements do not include the windows of each unit, which are part of the said unit appurtenant thereto.

General Common Elements

Generally, the General Common Elements consist of all Common Elements other than the Residential Common Elements, Residential Limited Common Elements and Residential/Office Common Elements. The General Common Elements are those Common Elements that are for the use, service and/or benefit in common by all Units or both the Residential Unit and Retail Unit. They include, among other things, the following:

(a) The Land, other than portions of air space comprising part of Land occupied by the Units, which are included in and part of the Units;

(b) Certain Structural Components (if and to the extent existing): the foundation, the foundation walls, the footings, the pilings, the structural columns, beams, supports, girders and similar structural members, but exclude those structural members expressly included in the Residential Common Elements;

(c) Cellar: the corridors throughout the cellar, egress stair C, the restroom, the elevator machine room serving service elevator number 1, service elevator number 1 shaft and the pit, buffers and the right or license to use a General Vault (i.e., not one designated solely for Residential or Retail use);

(d) Floor 1: the East 21st Street service entrance, corridor and service elevator number 1 shaft, the landing of egress stair C;

(e) Walls, Floors and Ceilings: (i) the walls enclosing or within the rooms or areas comprising the General Common Elements, but exclude the half portion of a Party Wall that also encloses and is nearest to a Residential Common Element or a Unit (which half portion is part of the Residential Common Elements or such Unit, respectively); and (ii) the Base Floors and Base Ceilings enclosing the General Common Elements, but exclude the half portion of a Base Floor or Base Ceiling that also encloses and is nearest to a Residential Common Element or a Unit, which half portion is part of the Residential Common Elements or such Unit, respectively);

(f) Equipment, Installations and Systems: (i) the lighting and ventilation systems, doors (including their frames and hardware) and signage serving the rooms, areas and egress stairs included in the General Common Elements; (ii) the main feeder lines for utilities serving all or a portion of both the Retail Unit or the Office Unit and the Residential Section (unless serving all or a portion of just both the Office Unit and Residential Section, which are part of the Residential/Office Common Elements) (e.g., if and only to the extent applicable, water, gas, electric, sewer, storm, drainage and telephone); (iii) the sprinkler alarm System; (iv) the portions of the sprinkler system (e.g., if and to the extent applicable, sprinkler and drain risers, sectional valves, tamper switches, water flow alarms, drain/test connections and sprinkler heads) serving the General Common Elements or all or a portion of the Retail Unit, the Office Unit and the Residential Units, but exclude the portions of the sprinkler System (e.g., sprinkler heads, branch or distribution piping and risers) that serve exclusively the Residential Common Elements or a Unit, which are part of the Residential Common Elements or such Unit, respectively; (v) the siamese connection and the portions of the standpipe System serving the General Common Elements or all or a portion of both the Retail Unit or the Office Unit and the Residential Section (unless serving all or a portion of just both the Office Unit and Residential Section, which are part of the Residential/Office Common Elements), but exclude those portions of the standpipe system (e.g., hoses, nozzles, racks and risers) that serve exclusively the Retail Unit or the Office Unit or the Residential/Office Common Elements, or the Residential Section, which are part of the Retail Unit, the Office Unit, the Residential/Office Common Elements or the Residential Common Elements, respectively; (vi) the electric switch gear Equipment (if any) serving all or a portion of both the Retail Unit or the Office Unit and the Residential Section (unless serving all or a portion of just both the Office and Residential Units, which are part of the Residential/Office Common Elements) and the electric meter serving the General and Residential/Office Common Elements; (vii) the ground water pumps serving the General Common Elements, if any; (viii) the service elevator number 2; (ix) Intentionally Omitted; (x) all tanks servicing the General Common Elements and the Residential and Commercial Units, and (xi) generally, the portions of any HVAC Equipment and any other utility Equipment and Installations that serve the General Common Elements or all or a portion of both the Retail Unit or Office Unit and the Residential Section, but exclude those portions thereof that serve exclusively the Residential/Office Common Elements or a Unit, which are part of the Residential/Office Common Elements or such Unit, respectively;

(g) Shafts, Ducts, Conduits and Chases: (if and to the extent applicable) those shafts, ducts, conduits and chases that house Equipment or installations comprising or serving the General Common Elements or all or a portion of both the Retail Unit or the Office Unit and the Residential Section (unless serving all or a portion of just both the Office Unit and Residential Section, which are part of the Residential/Office Common Elements);

(h) Decorations and Systems: all decorations and systems or portions of systems (including HVAC/Mechanical/Utility Building Systems), wherever located, if and to the extent same serve exclusively or primarily the rooms, areas and Equipment comprising the General Common Elements or all or a portion of both the Retail Unit or the Office Unit and the Residential Section (unless serving all or a portion of just both the Office and Residential Units, which are part of the Residential/Office Common Elements); and

(i) Omnibus: all portions of the Building and its systems in, under, above or adjacent to the Building or the Land (other than those portions expressly stated to be part of a Unit or the

Residential Common Elements) that are either: (i) for the common use, service or benefit of all or a portion of the Retail Unit, the Office Unit and the Residential Units (unless serving all or a portion of just both the Office Unit and Residential Section, which are part of the Residential/Office Common Elements); or (ii) necessary or convenient for the use and enjoyment of the Property as a whole or all or a portion of the Retail Unit, the Office Unit and the Residential Units, and are not expressly stated to be part of a Unit or the Residential Common Elements or the Residential/Office Common Elements;

(j) Egress Stair B; and

(k) Mechanical Room on the Cupola/Upper Roof and the portion of the Elevator Machine room servicing Service Elevator 1.

Residential Common Elements

The Residential Common Elements are those Common Elements that are for the use, service and/or benefit in common by all Residential Units. Generally, the Residential Common Elements include, among other things, the following:

(a) Certain Structural Components. The following portions of the Building's Structural Components, among others: (i) those portions of the Building Walls and any shear walls that enclose the Residential Space, but exclude: (a) those portions of the Building Walls (from street level to a horizontal plane immediately below the floor 2 Unit windows or window sills) that enclose the Retail Unit, which are part of such Unit; (b) the windows of the Residential Units and Office Unit (which are part of such Units); and (c) the Storefronts of the Retail Unit and the entrances to the Retail Unit (which are part of such Unit); (ii) the Base Floors and Base Ceilings enclosing the Residential Common Elements, but exclude: (a) the half portion of such Base Floor or Base Ceiling that also encloses and is nearest to a General Common Element or a Unit, which half portion is part of the General Common Elements or such Unit, respectively; and (b) the paint, plaster, flooring, covering and Decorations on the Unit side of a Base Floor or Base Ceiling, which are part of such Unit;

(b) Party Walls, Base Floors and Base Ceilings: (i) the half portion of a Party Wall separating a Residential Common Element from a Unit or General Common Element that is nearest to such Residential Common Element; (ii) the partitions within rooms and areas comprising part of the Residential Common Elements; (iii) the Base Floors and Base Ceilings enclosing the Residential Common Elements, but exclude the half portion of these elements that also enclose and are nearest to a General Common Element or a Unit (which half portion is part of such General Common Element or Unit, respectively);

(c) Cellar: portions for exclusive use in common of owners of the Residential Units including, but not limited to, the right or license to use a specified Vault, and the bicycle storage room both of which are part of the Residential Common Elements;

(d) Roof: the Cupola/Upper Roof, Cupola/Mezzanine and the Cupola Roof;

(e) PH: the risers to and from the cooling tower;

(f) PH Mezzanine: equipment servicing only the Residential Units;

(g) Cupola/Upper Roof and Cupola/Mezzanine: equipment servicing only on Residential Units but exclude the Equipment and Installations serving all Units (which are part of the General Common Elements) or only the Retail Unit or Office Unit (which are part of the Retail and Office Unit respectively);

(h) Equipment, Installations and Systems: (i) the portions of the sprinkler and standpipe Systems (e.g., sprinkler and drain risers, sectional valves, tamper switches, water flow alarms, drain/test connections, sprinkler heads, hoses, nozzle, racks and risers) serving exclusively the Residential Common Elements or the Residential Units, but exclude branch and distribution lines and sprinkler heads serving exclusively one (1) such Unit (which are part of such Unit); and (ii) generally, all Equipment, Installations and Systems, and the portions of all Building-wide Equipment, Installations and Systems, serving exclusively or primarily the Residential Units, regardless of their location within or bordering a Unit or elsewhere in, on, under or adjacent to the Building, including those portions of the HVAC/Mechanical/Utility Building Systems, public area lighting, egress doors, Signage and other items serving exclusively the Residential Units, but excluding those portions thereof that serve exclusively one (1) Unit (such as bathroom and kitchen fixtures, individual Unit meters or sub-meters (if any), sprinkler heads, branch piping, electric wiring, receptacles and other individual electrical devices and plumbing fixtures exclusively serving one (1) Unit, which are part of such Unit) or are expressly stated to be part of a Unit or the General Common Elements;

(i) Shafts, Ducts, Conduits and Chases: those shafts, ducts, conduits and chases that house only Equipment or Installations comprising the Residential Common Elements or serving only the Residential Space;

(j) Decorations and Systems: all Decorations and those Systems or portions of Systems (including HVAC/Mechanical/Utility Building Systems), wherever located, serving exclusively or primarily the rooms, areas and equipment comprising the Residential Common Elements; and

(k) Omnibus: overall the Residential Common Elements include all other portions of the Building and its Systems in, under, above or adjacent to the Building or Land (other than those expressly stated herein to be part of a Unit, the General Common Elements, the Residential/Office Common Elements or the Residential Limited Common Elements) that are either: (i) for the exclusive or substantially exclusive use and enjoyment of only the Residential Units; or (k-2) necessary or convenient for the use and enjoyment of only the Residential Section.

Residential Limited Common Elements

The Residential Limited Common Elements include those portions of the Building available for the exclusive use of some but not all Residential Unit Owners, unless otherwise indicated pursuant to the Residential Conversion Restated Declaration of Condominium.

Residential/Office Common Elements

Generally, the Residential/Office Common Elements include, among other things, all apparatus, installations, systems, equipment and facilities in the Building (including shafts, pipes, wires, ducts, vents, cables, conduits, and lines) which serve or benefit exclusively the Residential

Units and the Office Unit. The Residential/Office Common Elements, include, among others, the following:

(a) Cellar: the elevator machine room serving the two passenger elevators numbered 1 and 2;

(b) First Floor: the 141 Fifth Avenue Building Entrance, lobby and lobby desk (collectively "141 Fifth Avenue Public Areas") and the passenger elevator shafts;

(c) Floors 2 – Penthouse: the passenger elevator shafts and the egress stairs on Floor 2 only;

(d) Cupola/Mezzanine Level: the elevator machine room and all equipment servicing the Residential and Office Unit.

Services and Facilities

Under present plans, all of the services and facilities described herein will initially be provided and made available to Residential Unit Owners immediately following the First Closing, except as otherwise indicated.

a. Entrance

There are two entrances to the Building. The main entrance to the Building where the Residential lobby will be will be located on Fifth Avenue. There is a service entrance on 21st Street which leads to the service elevator.

b. Attendant and Concierge

It is anticipated that there will be a concierge station with a doorman on duty at the lobby of the Building twenty-four (24) hours a day, seven (7) days a week. The Condominium will also contract with JD Concierge Services, which will provide one of their employees to assist the Condominium's residents with various types of activities, including, but not limited to, tickets, reservations and directions.

c. Elevator Service

Two (2) automatic passenger elevators will be in service, twenty-four (24) hours a day, seven (7) days a week, for the exclusive use of Residential Unit Owners residing in the Building and the Office Unit Owner, Office Unit tenants, occupants, licensees, visitors and the contractors, agents and employees of the foregoing, which serve floors one through thirteen. There is a third passenger elevator in the Building which will service floors thirteen and fourteen. Only one (1) passenger elevator services the Cellar of the Building. The Building will also contain one (1) service elevator which can be reached from the 21st Street service entrance of the Building, which will only serve the cellar, first, second and third floors..

d. Cable Television Service

A cable television system installed by Time Warner will be available for the use of the Residential Unit Owners. The charges for primary connections and subsequent monthly fees

related to the service will be determined by, and payable directly to the cable company. Additional cable service i.e., Home Box Office or Showtime) will also be available from the cable company for an additional charge on the same basis. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates make any representation that cable television service will be available to any Residential Unit Owner upon their initial occupancy of a Residential Unit. The Condominium will own and maintain the internal conduit system in which all cable facilities are located.

e. Electrical Systems Telephone Service and Internet Access

Electrical service will be metered and separately billed to each Unit Owner by Con Edison. Local and long distance telephone service will be offered by Verizon and other telephone service providers. In each case, such services will be separately billed to each Unit Owner. Each Residential Unit Owner is responsible for arranging for telephone service in his individual Residential Unit. Each Residential Unit will be pre-wired for telephone service. Hi-speed Internet service will be available for all Residential Units via a T-1 line (or alternate means). All charges for hi-speed internet service (including activation, installation and subscription charges) will be paid by each Unit Owner who subscribes directly to the hi-speed internet service provider. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates make any representation as to when or if the local service provider will connect such telephone or internet services.

f. Mail

All incoming mail will be delivered by the United States Postal Service to the mail boxes of each Residential Unit Owner located in the mail room off the main lobby. No mail delivery will commence until at least twenty-five (25%) of Unit Owners are residing in the Building. Until such time, all mail will be delivered to the local post office. Unit Owners will have to arrange for their own respective mail pickup. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates make any representation as to the timeliness of mail deliveries or whether mail delivery services will be available to any Residential Unit Owner upon their initial occupancy.

g. Laundry

Each Residential Unit will contain a washer and dryer. There will be a public laundry room facility in the cellar of the Building.

h. Refuse Disposal

There will be one refuse chute on each floor serving the Residential Units leading directly to the compactor room.

i. Storage Bins in the Basement

There will be Storage Bins located in the vault area of the cellar of the Building, which will be available for the exclusive use of Residents pursuant to a license agreement which may be purchased by Purchasers simultaneously with the purchase or a Residential Unit subject to availability. The Condominium Board will establish rules for the use of the storage bins. The

vault area is subject to recapture by the City of New York. If that right were to be exercised, which the Sponsor does not anticipate, but cannot guarantee, the Storage Bins would have to be relocated to another location in the portion of the Cellar comprising the Residential Common Elements. Sponsor cannot guarantee that another location will be available. Neither Sponsor nor its principals, managers, members, agent, designees, employees or affiliates make any representations that the Storage Bins will be available to any Residential Unit Owner upon their initial occupancy of a Residential Unit.

j. Bicycle Storage

There will be a designated area located in the cellar of the Building, which will be available for the exclusive use of Residents to store their bicycles.

General

All determinations with respect to the continuance of any of the foregoing services, if initially made available, will be made by the Condominium Board, which will be controlled by Sponsor for so long as the Residential Units owned by Sponsor have appurtenant thereto a majority of the Common Interests of the Condominium. (See the Section entitled "Control by Sponsor"). Please refer to the Description of the Property set forth in its entirety in Part II of the Plan for further details regarding services and facilities at the Property.

Neither Sponsor, its principals, managers, members, agents, designees, employees, affiliates, the Managing Agent nor the Board will in any event be liable for the availability, interruption, discontinuance or quality of any of the foregoing services, including, but not limited to, any services provided by any outside company or person other than Building personnel, or for any injury to person or damage to property resulting from any act or omission of such company or persons or their employees or agents, except to the extent that any such injury to person or damage to property occurs as a result of the gross negligence of Sponsor, the Managing Agent or the Board, as the case may be.

No contracts or agreements have been entered into and no deposits or advances of funds have been accepted as of the date the plan is accepted for filing.

Security Procedures

The Condominium Board is vested with the responsibility of devising and carrying out security procedures with respect to the Residential Section. Such procedures may be adopted and from time to time changed by the Condominium Board as such Condominium Board, in its discretion, determines to be appropriate to secure the Residential Section. It is anticipated that the security procedures will be as follows:

a. Entrances and Elevators

A doorman will supervise admissions to the Residential Lobby to be located on Fifth Avenue. The service entrance on the 21st Street side of the Building will have a security camera but there will be no attendant at that entrance. All elevators in the Residential Section will be equipped with a two-way communication facility connected to the communication facility service company and an alarm signal.

b. Intercom System

All Residential Units will be wired with an audio intercom facility providing direct communication from the Residential Unit to the coverage stations in the lobby.

c. Smoke Detectors and Carbon Monoxide Detectors

Smoke detectors and carbon monoxide detectors shall be provided in each Residential Unit in compliance with applicable codes. It will be responsibility of each individual Residential Unit Owner to test and maintain the smoke detectors and carbon monoxide detectors located in such Unit Owner's Unit.

No representation or warranty is made and no assurance is given by Sponsor or its principals, managers, members, agents, designees, employees or affiliates that the security systems and procedures of the Residential Section and of the Condominium will prevent personal injury or damage to or loss of personal property. While Unsold Residential Units are being offered for sale or lease by Sponsor or its designees there will be a greater number of visitors to the Residential Section than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor or its designee, members or principals nor the Managing Agent shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Residential Section's or the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages. Please refer to the Description of Property set forth in its entirety in Part II of the Plan for further details regarding security procedures.

LOCATION AND AREA INFORMATION

Location and Services

The Condominium is located in Manhattan in the City of New York, on Fifth Avenue between 20th Street and 21st Streets.

Within a few blocks of the Building are houses of worship, banks, schools, medical facilities, public transportation and a large variety of retail establishments, including food markets, pharmacies and restaurants, making it a valued residential neighborhood. The Condominium is surrounded on its North, South, East and West sides with mixed-use buildings.

Police, fire, medical, water and sanitation services will be provided by the City of New York. The public sidewalks surrounding the Building will be maintained and cleaned of snow by the first floor Commercial Unit Owner, except for those portions of the sidewalks directly in front of the Fifth Avenue entrance to the Building.

Transportation within close proximity to the Condominium:

The surrounding area is well serviced by transportation facilities. Taxi and limousine services are readily available for travel throughout Manhattan and its surrounding area. There are numerous bus lines which provide uptown service on Madison Avenue (beginning at 23rd Street) and downtown service on 5th Avenue. Crosstown bus service is provided on 23rd Street. The #6 subway line has stops on 23rd Street and 28th Street on Park Avenue, and the N, R and W subway lines are located at 23rd Street and Broadway, all providing both uptown and downtown service. The subway offers a direct connection to Grand Central Station and many of the City's other subway and passenger train lines. There is a PATH station located at 23rd Street and Sixth Avenue. The Building is also accessible to the FDR Drive, which is a major highway running north and south. Three major airports, Kennedy International and La Guardia in New York and Newark International in New Jersey, are located within 15 miles, providing domestic and international air service.

Education within close proximity to the Condominium:

Public Elementary and Secondary Schools: Ballet Tech School; Jacqueline Kennedy-Onassis High School; School for the Physical City; School of the Future; Baruch College Campus High School; Coalition School for Social Change; Community High School; Landmark High School; Manhattan Village Academy; Norman Thomas High School; Public School Repertory Company; Satellite Academy High School; and Borough Academies.

Private and Parochial Elementary and Secondary Schools: John A. Coleman School; NYSARC, Inc. – New York City Charter School; Saint Thomas Choir School; Daytop Preparatory School; Xavier High School; Association in Manhattan for Autistic Children, Inc.; and Learning Spring Elementary School.

Colleges and Other Post-Secondary Institutions: Fashion Institute of Technology; NYS College of Optometry (SUNY); CUNY Graduate School &

University; American Academy of Dramatic Arts; King's College; New York Theological Seminary; Touro College; Berkeley College; Katherine Gibbs School; Laboratory Institute of Merchandising; Pacific College of Oriental Medicine; Taylor Business Institute; and Wood/Tobecoburn School.

Houses of Worship within close proximity to the Condominium:

Protestant: St. Peter's Episcopal Church; St. Thomas Church; St. Bartholomew's Church; Fifth Avenue Presbyterian Church; Marble Collegiate Church; Little Church Around the Corner; Madison Avenue Baptist Church; Calvary Baptist Church; French Evangelical Church; Korean Soh Myung Church; Religious Society of Friends (Quakers) Community Church of New York; Lutheran Church of Gustavus Adolphus; and Saint Peters Lutheran Church.

Roman Catholic: St. Patrick's Cathedral; Church of Our Savior; Saint Agnes Church; St. Francis of Assisi; St. Francis Xavier Church; St. John The Baptist Roman Catholic Church; St. Malachi's Church; St. Stephens Church; and St. Vincent De Paul Church.

Jewish: Central Synagogue; Congregation Aderth El Talmud Torah; Congregation Bnai Abraham Mordechai; Congregation Emunath Israel; Chabad Lubavitch of Midtown; Chabad of Gramercy Park; Murray Hill Synagogue; and Metropolitan Synagogue of New York.

Medical facilities within close proximity to the Condominium:

New York University Medical Center (Tisch Hospital, Rusk Institute); Bellevue Hospital; Beth Israel Medical Center; Cabrini Medical Center; New York Eye and Ear Infirmary; and New York Foundling Hospital Center.

New York City is the largest city in the United States, as well as one of the principal urban centers of the world. Manhattan is the center of New York City, containing numerous business and financial centers, excellent regional transportation, cultural activities, recreational and open-space park areas, educational facilities, superb medical centers and a vast array of restaurants.

New York is the nation's principal financial center. It is the home of the New York Stock Exchange, the American Stock Exchange and the National Over-the-Counter Stock Market. Manhattan is the corporate headquarters for six of the eight largest banks in the United States with combined assets of approximately four hundred billion dollars. Over seventy of the country's "Fortune 500" industrial corporations have their principal corporate headquarters in Manhattan; almost a quarter of the nation's 400 major law firms, and the "big four" accounting firms maintain offices in Manhattan. Manhattan is also recognized as the national center of the advertising, communications, broadcasting, publishing and garment industries.

Zoning and Use

The Property is located in a C6-4M zoning district, which permits residential and commercial and community facility uses.

SCHEDULE A
PRICES OF UNITS AND RELATED INFORMATION

SCHEDULE A

141 FIFTH AVENUE CONDOMINIUM
141 Fifth Avenue, New York, New York 10010

SCHEDULE OF OFFERING PRICES AND OTHER RELATED INFORMATION

Sponsor: 141 Acquisition Associates LLC c/o Savanna Partners, 10 East 53rd St. New York, NY 10022

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDMINIUM OPERATION JANUARY 1, 2008 TO DECEMBER 31, 2008

UNIT	BR/BTH	APPROX UNIT SQUARE FOOTAGE	APPROX TERRACE SQUARE FOOTAGE	OFFERING PRICE	% OF RESIDENTIAL COMMON ELEMENTS	% OF GENERAL COMMON ELEMENTS	PROJECTED MONTHLY REAL ESTATE TAXES	PROJECTED ANNUAL REAL ESTATE TAXES	PROJECTED MONTHLY COMMON CHARGES	PROJECTED TOTAL MONTHLY COMMON CHARGES AND REAL ESTATE TAXES
5	1/2+HO	1,205	489	$ 1,525,000	1.9958%	1.6749%	$ 1,205.75	$ 14,469.06	$ 1,079.81	$ 2,285.56
6	2/2.5+HO	1,757		$ 2,650,000	2.6420%	2.2172%	$ 1,758.10	$ 21,097.21	$ 1,429.44	$ 3,187.54
7	2/2.5+HO	1,819		$ 3,000,000	2.7352%	2.2955%	$ 1,820.14	$ 21,841.67	$ 1,479.88	$ 3,300.02
8	2/2	1,691		$ 2,350,000	2.5427%	2.1339%	$ 1,692.06	$ 20,304.71	$ 1,375.74	$ 3,067.80
9	1/2+HO	1,205		$ 1,525,000	1.8119%	1.5206%	$ 1,205.75	$ 14,469.06	$ 980.35	$ 2,186.10
10	2/2.5+HO	1,757		$ 2,700,000	2.6420%	2.2172%	$ 1,758.10	$ 21,097.21	$ 1,429.44	$ 3,187.54
11	2/2.5+HO	1,819		$ 3,150,000	2.7352%	2.2955%	$ 1,820.14	$ 21,841.67	$ 1,479.88	$ 3,300.02
12	2/2.5	1,791		$ 2,525,000	2.6931%	2.2601%	$ 1,792.12	$ 21,505.46	$ 1,457.10	$ 3,249.22
14	1/2+HO	1,205		$ 1,550,000	1.8119%	1.5206%	$ 1,205.75	$ 14,469.06	$ 980.35	$ 2,186.10
15	2/2.5+HO	1,720		$ 2,675,000	2.5863%	2.1705%	$ 1,721.08	$ 20,652.93	$ 1,399.33	$ 3,120.41
16	2/2.5+HO	1,766		$ 3,300,000	2.6555%	2.2286%	$ 1,767.11	$ 21,205.28	$ 1,436.76	$ 3,203.86
17	2/2.5	1,759		$ 2,525,000	2.6450%	2.2197%	$ 1,760.10	$ 21,121.22	$ 1,431.06	$ 3,191.16
18	1/2+HO	1,205		$ 1,575,000	1.8119%	1.5206%	$ 1,205.75	$ 14,469.06	$ 980.35	$ 2,186.10
19	2/2.5+HO	1,720		$ 2,700,000	2.5863%	2.1705%	$ 1,721.08	$ 20,652.93	$ 1,399.33	$ 3,120.41
20	2/2.5+HO	1,766		$ 3,400,000	2.6555%	2.2286%	$ 1,767.11	$ 21,205.28	$ 1,436.76	$ 3,203.86
21	2/2.5	1,759		$ 2,575,000	2.6450%	2.2197%	$ 1,760.10	$ 21,121.22	$ 1,431.06	$ 3,191.16
22	1/2+HO	1,203		$ 1,625,000	1.8089%	1.5181%	$ 1,203.75	$ 14,445.04	$ 978.72	$ 2,182.47
23	2/2.5+HO	1,722		$ 2,775,000	2.5893%	2.1730%	$ 1,723.08	$ 20,676.94	$ 1,400.96	$ 3,124.04
24	2/2.5+HO	1,766		$ 3,500,000	2.6555%	2.2286%	$ 1,767.11	$ 21,205.28	$ 1,436.76	$ 3,203.86
25	2/2.5	1,759		$ 2,625,000	2.6450%	2.2197%	$ 1,760.10	$ 21,121.22	$ 1,431.06	$ 3,191.16
26	1/2+HO	1,203		$ 1,675,000	1.8089%	1.5181%	$ 1,203.75	$ 14,445.04	$ 978.72	$ 2,182.47
27	2/2.5+HO	1,722		$ 2,850,000	2.5893%	2.1730%	$ 1,723.08	$ 20,676.94	$ 1,400.96	$ 3,124.04
28	2/2.5+HO	1,766		$ 3,600,000	2.6555%	2.2286%	$ 1,767.11	$ 21,205.28	$ 1,436.76	$ 3,203.86
29	2/2.5	1,759		$ 2,675,000	2.6450%	2.2197%	$ 1,760.10	$ 21,121.22	$ 1,431.06	$ 3,191.16
30	1/2+HO	1,203		$ 1,725,000	1.8089%	1.5181%	$ 1,203.75	$ 14,445.04	$ 978.72	$ 2,182.47
31	2/2.5+HO	1,759		$ 3,000,000	2.6450%	2.2197%	$ 1,760.10	$ 21,121.22	$ 1,431.06	$ 3,191.16
32	2/2.5+HO	1,819		$ 3,700,000	2.7352%	2.2955%	$ 1,820.14	$ 21,841.67	$ 1,479.88	$ 3,300.02
33	2/2.5	1,791		$ 2,725,000	2.6931%	2.2601%	$ 1,792.12	$ 21,505.46	$ 1,457.10	$ 3,249.22
34	1/2+HO	1,203		$ 1,750,000	1.8089%	1.5181%	$ 1,203.75	$ 14,445.04	$ 978.72	$ 2,182.47
35	2/2.5+HO	1,759		$ 3,100,000	2.6450%	2.2197%	$ 1,760.10	$ 21,121.22	$ 1,431.06	$ 3,191.16
36	2/2.5+HO	1,819		$ 3,750,000	2.7352%	2.2955%	$ 1,820.14	$ 21,841.67	$ 1,479.88	$ 3,300.02
37	2/2.5	1,791		$ 2,800,000	2.6931%	2.2601%	$ 1,792.12	$ 21,505.46	$ 1,457.10	$ 3,249.22
38	2/2.5+HO	1,770		$ 3,850,000	2.6615%	2.2336%	$ 1,771.11	$ 21,253.31	$ 1,440.01	$ 3,211.12
39	2/2.5+HO	1,813		$ 2,900,000	2.7262%	2.2879%	$ 1,814.14	$ 21,769.63	$ 1,475.00	$ 3,289.13
Sub Total		55,571		$ 90,350,000	83.7448%	70.2812%	$ 55,605.81	$ 667,269.75	$ 45,310.15	$ 100,915.96
PH East	3/3+library	2,185	362	$ 4,750,000	3.4216%	2.8715%	$ 2,276.93	$ 27,323.11	$ 1,851.27	$ 4,128.20
PH West	3/3.5	2,563	285	$ 5,995,000	3.9611%	3.3242%	$ 2,635.90	$ 31,630.80	$ 2,143.14	$ 4,779.04
CUPOLA	2/3.5+HO	3,200	789	$ 12,000,000	5.1084%	4.2871%	$ 3,399.38	$ 40,792.54	$ 2,763.89	$ 6,163.27
PH North	3/3.5+HO	2,407	385	$ 5,500,000	3.7641%	3.1589%	$ 2,504.82	$ 30,057.82	$ 2,036.56	$ 4,541.38
Sub Total		10,355	2,310	$ 28,245,000	16.2552%	13.6418%	$ 10,817.02	$ 129,804.26	$ 8,794.85	$ 19,611.88
RES TOTAL		65,926	2,310	$ 118,595,000	100.0000%	83.9230%	$ 66,422.83	$ 797,074.01	$ 54,105.00	$ 120,527.83
Office Unit	N/A	6,822	N/A	not offered for sale	N/A	8.0240%	N/A	N/A	$ 3,739.17	N/A
Retail Unit	N/A	7,273	N/A	not offered for sale	N/A	8.0530%	N/A	N/A	$ 1,739.17	N/A
Total	N/A	N/A	N/A	$ 118,595,000	100.0000%	100.0000%	N/A	N/A	$ 59,583.33	N/A

SPECIAL NOTE: The real estate taxes listed above are for the first year of operation, which is lower than the second year of operation because the first year figures include a period of time when the building was taxed as though it were unrenovated. Based on the opinion of Tuchman, Katz, Schwartz, Gelles, Korngold & Weiss, LLP (as more fully set forth in Part I of the Plan), it is estimated that the real estate taxes for the second year of operation will total approximately $1,054,968, which represents a 32.24% increase over the real estate taxes estimated for the first year of operation.

SCHEDULE A

141 FIFTH AVENUE CONDOMINIUM
141 Fifth Avenue, New York, New York 10010

SCHEDULE OF OFFERING PRICES AND OTHER RELATED INFORMATION

Sponsor: 141 Acquisition Associates LLC
c/o Savanna Partners, 10 East 53rd St. New York, NY 10022

UNIT STORAGE	APPROXIMATE UNIT SQUARE FOOTAGE	OFFERING PRICE	PROJECTED MONTHLY COMMON CHARGES
1	19	$ 15,000	NA
2	19	$ 15,000	NA
3	19	$ 15,000	NA
4	19	$ 15,000	NA
5	19	$ 15,000	NA
6	19	$ 15,000	NA
7	19	$ 15,000	NA
8	19	$ 15,000	NA
9	19	$ 15,000	NA
10	19	$ 15,000	NA
11	19	$ 15,000	NA
12	19	$ 15,000	NA
13	19	$ 15,000	NA
14	19	$ 15,000	NA
15	19	$ 15,000	NA
16	19	$ 15,000	NA
17	19	$ 15,000	NA
18	19	$ 15,000	NA
19	19	$ 15,000	NA
20	19	$ 15,000	NA
21	19	$ 15,000	NA
22	19	$ 15,000	NA
23	42	$ 30,000	NA
24	19	$ 15,000	NA
25	19	$ 15,000	NA
26	19	$ 15,000	NA
27	19	$ 15,000	NA
28	19	$ 15,000	NA
29	19	$ 15,000	NA
30	19	$ 15,000	NA
31	19	$ 15,000	NA
32	19	$ 15,000	NA
33	19	$ 15,000	NA
34	19	$ 15,000	NA
35	19	$ 15,000	NA
36	19	$ 15,000	NA
37	19	$ 15,000	NA
38	19	$ 15,000	NA
39	19	$ 15,000	NA
40	19	$ 15,000	NA
41	19	$ 15,000	NA
42	19	$ 15,000	NA
43	19	$ 15,000	NA
44	19	$ 15,000	NA
45	19	$ 15,000	NA
46	19	$ 15,000	NA
47	19	$ 15,000	NA
48	19	$ 15,000	NA
Grand Total	935	$ 735,000	

Notes to Schedule A

1. The Floor Plans depicting layouts of Residential Units in this Schedule A appear in Part II of the Plan. Purchasers should note that the square footage of each Residential Unit as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan is approximate within reasonable tolerances. The room count for each Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

2. The purchase prices and other terms of sale of Residential Units may be negotiated by Sponsor and, therefore, may be changed. No such change will be made other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease purchase prices or modify other terms of sale without filing an amendment to the Plan at any time during the offering period if such a decrease in the purchase price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction (see the section of the Plan entitled "Changes in Prices and Units"). In addition to the purchase price, Purchaser will be responsible at Closing for certain closing costs as explained in the Section entitled "Closing Costs and Adjustments" in Part I of the Plan including, without limitation, the obligation to contribute one month's common charges to the working capital fund of the Condominium. Purchasers are advised to consult with their attorneys as to the exact closing costs they will incur in purchasing their Units.

3. (a) The respective Percentage Interest of each Unit in the Common Elements, in accordance with the provisions of Section 339-i(l)(iv) of the New York Condominium Act, is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. In the event that Sponsor negotiates with individual purchasers to change the layout or dimensions of their respective Residential Units and such changes involves the inclusion, in the Residential Unit, of areas formerly designated as Common Elements, or involves adding to the Common Elements, space that was previously incorporated in the Residential Units, the Common Elements of all of the Residential Units may change slightly. Any such change in the Common Elements prior to the recording of the Declaration shall not be deemed a material change and shall not give rise to a right of rescission on the part of any purchaser.

   (b) The percent interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that the Common Interest of such Residential Unit bears to the aggregate Common Interests of all Residential Units.

4. The estimates contained in this schedule were computed by Sponsor's Condominium Budget Expert on the assumption that the first year of Condominium operation will be the year from January 1, 2008 through December 31, 2008, and are based on such Condominium Budget Expert's estimate of the receipts and expenses of the Residential

Section for the projected year. The actual first year of Condominium operation may be earlier or later than such year. If the actual or anticipated date of commencement of condominium operation is delayed by more than six (6) months from the commencement of the projected first year of condominium operation, Sponsor will amend the Plan to include a revised budget disclosing current projections. If such amended projections in the aggregate exceed original projections by twenty-five (25%) percent or more, Sponsor will offer all purchasers the right to rescind for a period of fifteen (15) days after the date of the presentation of the amendment setting forth the right to rescind.

The estimated monthly Residential Common Charges for each Residential Unit are based on the Schedule B - Projected Budget for First Year of Condominium Operation prepared by Sponsor's Condominium Budget Expert. The estimated monthly Residential Common Charges include the cost of central heating for the Units. Each individual Residential Unit is provided with incremental HVAC heating/air conditioning units. The maintenance and operating cost of the HVAC units are borne by the individual Residential Unit Owners. Please refer to Schedule B-i "Energy Costs Projection" from MGJ Associates, Inc., the Sponsor's mechanical engineer, for further information regarding estimated energy costs. In addition to these estimated payments, each Residential Unit Owner will be responsible for real estate taxes for such Residential Unit, mortgage payments under a loan or loans, if any, obtained to finance the purchase of the Residential Unit, the cost of electricity supplied to the Residential Unit which will be separately submetered and payable by the Unit Owner to the Condominium Board, the insurance which must be carried by each Residential Unit Owner with respect to liability and casualty to the contents of the Unit and the Storage Bins and the cost of interior repairs and decorations to the Residential Unit. Until the Residential Units are separately assessed, real estate taxes shall be part of Common Expenses, as provided in the Condominium By-Laws. In addition, capital repairs, additions, improvements, alterations and restorations to Residential Section are Residential Common Expenses which will be borne solely by the Residential Unit Owners. The first year of operation may include a portion of the year in which the Buildings are not fully occupied or all services are not provided. Accordingly, the first year of operation may not be indicative of subsequent years.

5. Assuming the Property does not receive any abatement from real estate taxes, it is estimated that the aggregate real estate taxes attributable to all Residential Unit Owners for the first year of the Condominium's projected operation will total approximately $797,074, based on an opinion prepared by Tuchman, Katz, Schwartz, Gelles, Korngold & Weiss, LLP, 6 East 45th Street, New York, NY 10017, dated November 17, 2006 which assumes (a) an estimated average projected taxable assessed valuation attributable to the residential portion of the Property of $6,059,787 for the 2007/2008 and 2008/2009 fiscal years, and (b) an average projected residential tax rate of 13.1535% per $100 of assessed valuation for fiscal years 2007/2008 and 2008/2009. Purchasers should note that the real estate taxes for the first year of the Condominium's projected operation are less than the taxes will be for the second year of Condominium operation since the first year's tax estimate includes six (6) months of assessed valuation of the Property prior to the completion of the Building which is a substantially lower valuation. Assuming the Property does not receive any abatement from real estate taxes, the projected taxes for the fiscal period July 1, 2008-June 30, 2009 (which comprise the last six months of the

Condominium's first year of projected operations and the first six months of Condominium's second year of operations) will be approximately $1,047,793. The estimates for taxes in the second year of operation are set forth in the opinion of Tuchman, Katz, Schwartz, Gelles, Korngold & Weiss, LLP included in Part I of the Plan.

NEITHER SPONSOR, ITS PRINCIPALS, MANAGERS, MEMBERS, AGENTS, DESIGNEES, EMPLOYEES OR AFFILIATES NOR THE SELLING AGENT OR ITS PRINCIPALS, MANAGERS, MEMBERS, AGENTS, DESIGNEES, EMPLOYEES OR AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE, OR THE ACTUAL ASSESSED TAXES WILL NOT BE CHANGED.

Prior to the issuance of separate tax lots, the real estate tax estimates for each Residential Unit will be determined by multiplying the total taxes due with respect to the Residential Units by a percentage derived by dividing the Common Interest of each Residential Unit by the total Common Interests of all Residential Units. Upon determination of individual tax lots and individual Residential Unit assessments, the New York City tax authorities may allocate taxes between the Residential Units in proportion to each Residential Unit's percentage interest in the Common Elements rather than purchase price, or some combination of the two, and if so, Residential Units having the same percentage interest may pay different real estate taxes.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY (i) that the New York City tax assessor will allocate individual Residential Unit assessments on the basis of each Residential Unit's percentage interest in the Common Elements; (ii) that the taxable assessed value of the residential portion of the Property during the fiscal tax years 2007/2008 and 2008/2009 will be $4,274,780 and $7,844,793 for fiscal years 2007/2008 and 2008/2009 respectively, or (iii) that the residential tax rates will be 12.959% and 13.348% per $100 of assessed value for fiscal years 2007/2008 and 2008/2009 respectively.

See the Section entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium" and the Tax Opinion of Wolf Haldenstein Adler Freeman & Herz LLP in Part I of the Plan for a discussion concerning the deductibility of real estate taxes paid with respect to a Residential Unit.

SCHEDULE B

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

141 5TH AVENUE CONDOMINIUM

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

JANUARY 1, 2008 - DECEMBER 31, 2008

Income:

	TYPE OF INCOME	PROJECTED RESIDENTIAL	PROJECTED OFFICE	PROJECTED RETAIL	PROJECTED TOTAL
(1)	Residential Common Charges	649,260	0	0	649,260
(2)	Office Unit Common Charges	0	44,870	0	44,870
(3)	Retail Unit Common Charges	0	0	20,870	20,870
(4)	**General Common Charges - Total Income**	**649,260**	**44,870**	**20,870**	**715,000**

Expenses:

	TYPE OF EXPENSE	PROJECTED RESIDENTIAL	PROJECTED OFFICE	PROJECTED RETAIL	PROJECTED TOTAL
(5)	Labor	137,281	13,126	4,048	154,455
(6)	Steam - Heating & Hot Water	74,739	0	0	74,739
(7)	Gas - Heating & Cooling	20,515	1,962	0	22,477
(8)	Gas - Cooking	2,771	0	0	2,771
(9)	Electricity	91,603	8,043	649	100,295
(10)	Water Charges & Sewer Rents	20,465	1,957	0	22,422
(11)	Service Contracts	165,226	6,714	3,060	175,000
(12)	Repairs, Maintenance & Supplies	25,177	2,407	2,416	30,000
(13)	Insurance	40,244	3,848	3,862	47,954
(14)	Management Fees	28,702	2,744	2,754	34,200
(15)	Legal Fees & Audit Fees	9,231	883	886	11,000
(16)	Administrative Expenses	8,392	803	805	10,000
(17)	Miscellaneous Expenses (Permits, Fees, Taxes)	6,714	642	644	8,000
(18)	Contingency	18,200	1,741	1,746	21,687
	Total Expense:	**649,260**	**44,870**	**20,870**	**715,000**
	Net Difference:	0	0	0	0

4/16/07

Footnotes to 141 Fifth Condominium Budget

(1) Residential Common Charges **$649,260**

The Common Charges levied upon the Residential Units shall be based on the portion of each item comprising the projected General Common Expenses and Services that is fairly and properly attributable to the Residential Units, Residential Common Elements, Residential/Office Common Elements, and Residential Limited Common Elements associated with the Residential Units. The Residential Common Charges for individual units are derived by evaluating the relative size, layout and amenities of each unit and assigning a proportionate percentage to that unit relative to the rest of the residential units in the Condominium. Based on the project information provided by the Sponsor, the residential component of the Building will be comprised of 83.923% of the overall condominium. Any dispute regarding one or more of the items comprising the General Common Charges levied on the Residential Units shall be resolved by arbitration pursuant to the By-Laws.

(2) Office Unit Common Charges **$ 44,870**

The Common Charges levied upon the Office Unit shall be based on the portion and pro-rata share of each item comprising the projected Common Expenses and Services that is fairly and properly attributable to the Office Unit and Residential/Office Common Elements associated with the Office Unit. The Office Unit Common Charges are derived by evaluating the relative size, layout and amenities of each unit and assigning a proportionate percentage to that unit relative to the rest of the Condominium, as well as those services that are actually furnished by the Condominium to the Office Unit. These include payroll expenses for the superintendent & concierge, service contracts, repairs, maintenance & supplies, insurance, management, legal & audit fees, administrative, miscellaneous & contingency expenses. The cost of the concierge service to be provided by JD Concierge Services will be prorated for the Office Unit at the rate of the general concierge labor cost. Proportional electric expense is based on services & systems usage by the Office Unit. There will be no Steam - Heating/Hot Water Expense as this service will be sub-metered directly by the by the Building to the Office Unit. Based on the project information provided by the Sponsor, the Office Component of the Building will be comprised of 8.024% of

Footnotes to 141 Fifth Condominium Budget

the overall condominium. Any dispute regarding one or more of the items comprising the General Common Charges levied on the Office Units shall be resolved by arbitration pursuant to the By-Laws.

(3) Retail Unit Common Charges **$ 20,870**

The Common Charges levied upon the Retail Unit shall be based on the portion and pro-rata share of each item comprising the projected General Common Expenses and Services that is fairly and properly attributable to the Retail Unit. The Retail Unit Common Charges are derived by evaluating the relative size, layout and amenities of each unit and assigning a proportionate percentage to that unit relative to the rest of the Condominium, as well as those services that are actually furnished by the Condominium to the Retail Unit. These include payroll expenses for the superintendent (not the Concierge), service contracts (excluding elevator & compactor), repairs, maintenance & supplies, insurance, management, legal & audit fees, administrative, miscellaneous & contingency expenses. Proportional electric expense is based on services & systems usage by the Retail Unit. There will be no Steam - Heat/Hot Water or Water/Sewer expense as these services will be sub-metered with the cost borne by the Retail Unit. Based on the project information provided by the Sponsor, the Retail Component of the building will be comprised of 8.053% of the overall condominium. Any dispute regarding one or more of the items comprising the Common Charges levied on the Retail Unit shall be resolved by arbitration pursuant to the By-Laws.

(4) General Common Charges - Total Income **$715,000**

The General Common Charges shall be used solely to pay the projected General Common Expenses, which are the projected Costs and Expenses: (a) to Maintain, Repair, Alter, lease, license, sell, mortgage, manage and otherwise Operate and make any Disposition of the General Common Elements and the Association's General Properties; (b) to provide services to all Unit Owners; (c) to conduct the affairs affecting or benefitting the entire Property or all Unit Owners (including the collection of the General Common Charges and the commencement or defense of Lawsuits relating to the non-payment of the General Common

Footnotes to 141 Fifth Condominium Budget

Charges). The General Common Expenses allocated to all Units shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount of a projected General Common Expense item fairly and properly attributable to a Commercial Unit or to a Residential Units would otherwise require, in which case such fair and proper apportionment shall be used in accordance with the Special Allocation and Apportionment Rule and Section 339-m of the Condominium Act. Pursuant thereto, the items comprising the Specially Apportioned General Common Expense (viz. Gas, Electric, Water and Sewer Charges, Insurance, Management Fee, Legal, Audit, Administrative & Miscellaneous expenses, Contingencies and real estate Taxes) shall be apportioned and assessed among all Units as provided in Article 9, Section 9.1.3 of the Declaration, and the Offering Plan. Any dispute regarding one or more items comprising the General Common Charges shall be resolved by arbitration pursuant to the Condominium's By-Laws.

(5) Labor **$154,455**

The figure shown includes wages, workers' compensation and disability insurance, payroll taxes and payroll processing. It also includes pay for five (5) paid sick days. The Condominium staff will consist of one full-time Superintendent, working forty (40) hours per week at a salaried rate of $20.00 per hour and two weeks vacation and a concierge staff on duty 7 days a week, 16 hours a day, Monday through Friday and 24 hours a day, Saturday and Sunday (128 hours total) at a salaried rate of $13.00 per hour and one week vacation. The figures below assume non-unionized employees. Additional cost associated with the first year of operation are provided for in the labor cost.

Wage and Payroll Tax Details:

SUPERINTENDENT

Total annual wages	$ 44,000
FICA	$ 3,366
FUTA	$ 56
SUI	$ 342
Disability	$ 39
Workers' compensation	$ 1,760
Payroll Processing	$ 700

Footnotes to 141 Fifth Condominium Budget

TOTALS FOR SUPERINTENDENT	$ 50,263
CONCIERGE	
Total annual wages	$ 87,728
FICA	$ 9,006
FUTA	$ 224
SUI	$ 1,369
Disability	$ 156
Workers' compensation	$ 4,709
Payroll Processing	$ 1,000
TOTALS FOR CONCIERGE	$104,192
GRAND TOTAL COST FOR ALL LABOR:	$154,455

(6) Steam - Heating & Hot Water **$ 74,739**

Space heating will be provided by Consolidated Edison via a PRV station located in the cellar. The high pressure steam station will reduce the incoming high pressure to a low pressure. A steam to water converter will provide the heating by maintaining the temperature of the condenser loop water. Heat will be provided to dwelling units through the condenser water heat pump circulating loop. Heating capacities of heat pumps for dwelling units are based on 75 degree water and 70 degree ENT air temperature. The system is designed to meet the New York City and State Energy Code.

An additional steam to water converter and pumping system will provide hot water which is to be distributed to the various areas of the common lobbies and entrances to the building. Low-pressure Steam will be provided for the Retail and Office Units, via a Steam sub-meter(s)which shall be installed and which the Retail and Office Units shall bear the proportionate share of the utility expense. Actual consumption estimates for steam - heating & hot water usage on the above described components have been provided by Marino Gerazounis & Jaffe Associates, Inc in affiliation with MG Engineering P.C., 116 West 32nd Street, New York, NY 10001, in a report dated January 12, 2006.

Footnotes to 141 Fifth Condominium Budget

(7) Gas - Heating & Cooling **$ 22,477**

Corridor and Home Office heating/cooling units will utilize natural gas. The package unit servicing the apartments will be water cooled units with hot water heating coils or gas-fired, air cooled, rooftop air conditioning units.

Natural gas is supplied by the local utility company to the building via a 2" gas main entering the Building on East 21st Street supplying a meter located in the cellar. The unit cost for gas utilized in the calculations provided is $1.04/therm with estimated total of 18,948.25 therms usage. Actual consumption estimates for heating & cooling gas usage on the above described components have been provided by Marino Gerazounis & Jaffe Associates, Inc. in affiliation with MG Engineering, P.C., 116 West 32nd Street, New York, NY 10001, in a report dated January 12, 2006.

(8) Gas - Domestic Cooking **$ 2,771**

Natural gas for cooking is supplied by the local utility company to the building via a meter located in the cellar. Gas service for domestic cooking will be provided solely to the Residential Units, with no domestic cooking gas provided to the Office and Retail Units. Actual consumption estimates for domestic cooking gas usage for the residential units has been provided by Marino Gerazounis & Jaffe Associates, Inc. in affiliation with MG Engineering, P.C., 116 West 32nd Street, New York, NY 10001, in a report dated January 12, 2006.

(9) Electricity **$100,295**

Electricity covers electric services to the elevators, HVAC equipment, pumps for water, sprinkler, heat & hot water distribution and fans, as well as usage in halls, stairwells, entrances and other common spaces. Electrical costs are projected based on a cost of $.15/KWH, with an estimated total of 668,634 KWH of usage. Actual consumption estimates for electricity usage on the above described common systems and components have been provided by Marino Gerazounis & Jaffe Associates, Inc. in affiliation with MG Engineering, P.C., 116

Footnotes to 141 Fifth Condominium Budget

West 32nd Street, New York, NY 10001, in a report dated January 12, 2006.

(10) Water Charges & Sewer Rents **$ 22,422**

Water and sewer charges for a metered building are assessed by the City of New York based on the actual amount of usage. The city of New York currently charges $1.60 per hundred cubic feet of water (approximately 748 gallons). Charges for waste water and storm sewer services are billed at 159% of water charges. Water usage in the office and retail units will be sub-metered by the Condominium and charged-back to these units for reimbursement to the Condominium. Actual consumption estimates for water usage and associated water / sewer charges on the above described common systems and components have been provided by Marino Gerazounis & Jaffe Associates, Inc. in affiliation with MG Engineering, P.C., 116 West 32nd Street, New York, NY 10001, in a report dated January 12, 2006.

(11) Service Contracts **$175,000**

This figure is intended to cover service contracts for repair and maintenance of the following systems in the Condominium:

Central Station Sprinkler Alarm:	$ 2,579
Sprinkler System:	$ 500
Exterminating:	$ 1,150
Compactor	$ 1,200
Elevator - Passenger	$ 11,000
Elevator - Freight	$ 5,500
HVAC Cooling Tower	$ 10,000
Concierge Services	$125,000

The Residential, Office and Retail Units will be responsible for the payment of their percentage share of service contracts relating to common building systems that address all of these areas. These include but are not limited to the central station sprinkler alarm, sprinkler system, exterminating and freight elevator. The residential and office units shall be responsible for the payment of their proportional percentage interest for the service of the passenger elevators, compactor and HVAC system

Footnotes to 141 Fifth Condominium Budget

cooling tower. The Residential Unit will be responsible for the Concierge Service, with the Office Unit only responsible for their proportional responsibility of the Concierge Service, to the extent of the equivalent standard concierge labor cost, provided by the Condominium staff. The Concierge Service engaged by the Condominium shall be for enhanced services, 40 hours per week and is in lieu of building staffing during their hours of operation. Service to be provided by the concierge Service include reservation services, personal shopping, travel and entertainment reservations.

Estimates on the service contracts above were provided by the following sources:

Fire Alarm Monitoring estimate provided by AFA Protective Systems, 519 Eighth Avenue, New York, NY 10018.

Sprinkler Systems inspection service estimate provided by VIP Sprinklers, Inc., Building 301A, 700 Columbia Street, Brooklyn, NY 11231.

Exterminating estimate provided by Evins Pest Control Co. Inc., 22 Roosevelt Avenue, Roslyn, NY 11576.

HVAC Cooling Tower service estimate provided by Lazar Mechanical Inc., 49 Market Street, New York, NY 10002.

Elevator service estimate provided by Dynamic Elevator Corp., 137 East 25th Street, New York, NY 10010.

Concierge Services estimate provided by JD Concierge Services, 118 East 25th Street, 8th Floor, New York, NY 10010.

(12) Repairs, Maintenance & Supplies $ 30,000

Repairs & maintenance cover general repairs to the building structures as a whole, and in particular to the buildings' equipment and machinery. This includes but is not limited to repairs to carpentry, doors & windows, electrical systems, floors, intercom, ironworks, masonry, paint & plaster, plumbing and roofing. This figure only covers the cost of maintaining the common elements, as each residential unit owner shall be

Footnotes to 141 Fifth Condominium Budget

responsible for the cost of interior maintenance, repairs, decoration and painting of their respective residential units, including the appliances. During the first year of operation major repairs are not expected to be necessary, as all materials and systems listed above will be completely new, and many will be covered by warranties during the first year of Condominium operation. The cost of repairs is expected to rise substantially as the building ages.

Supplies consist of all materials necessary for the building staff to maintain the building in proper, presentable order, as directed by the Board of Managers.

(13) Insurance **$ 47,954**

POLICY PROPOSAL REQUIRED TO AMEND NOTES

This projection is based on the estimates of the annual premiums which were provided by The Dewitt Stern Group on November 10, 2005, and payable on the coverage listed below:

BUILDING	$40,000,000
Special Form	Included
Co-Insurance	Waived
Replacement Cost	Included
Agreed Amount	Included
Terrorism	Included
PERSONAL PROPERTY	$ 50,000
Personal Property of Others	$ 25,000
Valuable Papers	$ 1,000,000
LOSS OF INCOME (MAINTENANCE FEES)	Actual Loss Sustained with 12 month cap
EARTHQUAKE	$ 5,000,000
FLOOD (RISING WATERS)	$ 5,000,000
BACKUP OF SEWERS AND DRAINS (AND SEEPAGE)	Included
SPECIAL PROPERTY PROVISIONS	
Canopies / Awnings	$ 10,000
Glass	Included

Footnotes to 141 Fifth Condominium Budget

Debris Removal	$ 500,000
Loss to Undamaged Portion of Building	Included in Building limit
Demolition and Increased Cost of Construction	$ 5,000,000

DEDUCTIBLES

Flood	$ 10,000
Earthquake	$ 10,000
Seepage	$ 10,000
Backup of Sewers and Drains	$ 2,500
Canopies	$ 500
All Other	$ 2,500

COMMERCIAL GENERAL LIABILITY COVERAGES

General Aggregate Limit per Location	$ 2,000,000
Products & Completed Operations	$ 2,000,000
Each Occurrence Limit	$ 1,000,000
Personal & Advertising Injury Liability	$ 1,000,000
Non-Owned & Hired Automobile Liability	$ 1,000,000
Fire Damage Legal Liability	$ 100,000
Medical Payments	$ 5,000

SPECIAL GENERAL LIABILITY PROVISIONS

Volunteers as Additional Insureds	Included
Unit Owners & Families as Additional Insureds (Excluding their own unit)	Included
Employees as Additional Insureds	Included
Host Liquor Law Liability	Included

CRIME COVERAGES

Employee Dishonesty	$ 250,000
Depository Forgery	$ 250,000
Optional Coverages:	
Managing Agent Rider	$ 250,000
Deductible	$ 1,000

BOILER & MACHINERY COVERAGES

Footnotes to 141 Fifth Condominium Budget

"Comprehensive Form"

Property Damage Limit	Up to Property Limit
Loss of Income	Included
Deductible - Property Damage	$ 2,500
Deductible - Loss of Income	12 Hrs

UMBRELLA LIABILITY COVERAGE

Excess Liability Limit	$200,000,000
Directors and Officers	Included
Mold	Excluded

DIRECTORS & OFFICERS LIABILITY

Limit	$ 1,000,000
Retention	$ 2,500

Managing Agent Rider Included

The above mentioned coverage and the annual premium therefore are based on estimates made by Dewitt Stern Group, Inc., 420 Lexington Avenue, New York, NY 10170. The breakdown of premiums is as follows:

Package Policy	$ 41,723
Umbrella Liability	$ 3,731
Directors & Officers	$ 2,500
Total Premium	$ 47,954

The proposal will provide "replacement cost coverage" for the building. In the opinion of the above named insurance broker, the foregoing insurance is sufficient to restore the buildings in the event of a covered loss, however, it is not intended to take the place of a professional appraiser's estimate in determining the actual replacement cost.

The insurance policy will also be on terms that provide: (a) that each Unit Owner is an insured party as to common areas only; and (b) that there will be no cancellation of the policy without notice to the Board and the Unit Owners.

Footnotes to 141 Fifth Condominium Budget

The quotation is an indication of insurance premiums at current rates. It is not possible to predict wether future coverage will continue to be available at the same premium. Generally, the projected premium contemplates a rise in rates.

Section 339-bb of the New York Real Property Law provides that in charging insurance premiums to Unit Owners, consideration may be given to the higher premium rates on some units than others.

The insurance scheduled for the Condominium does not cover fire and casualty losses to the contents of individual Units, nor does it cover replacements of or additions to the fixtures and improvements in individual Units, or liability coverage for occurrences within units. Unit owners will be responsible for purchasing such insurance at their own cost and expense. It is recommended that Unit Owners consult with an insurance broker as to the necessity for, and the desirability of obtaining coverage for one or more of such risks and as to the amount of such coverage.

(14) Management Fees **$ 34,200**

The Condominium will be managed by Andrews Building Corp., having principal offices at 666 Broadway, New York, NY 10012. The period of the initial management agreement shall be for one (1) year at an annual fee of $34,200, payable in equal monthly installments of $2,850.

(15) Legal Fees & Audit Fees **$ 11,000**

A certified public accountant will be responsible for auditing the Condominium's books and records and preparing the requisite audited financial statements. In addition the accountant will be responsible for filing federal, state and city income tax returns. A written quote for these services has been obtained from Anthony M. Buzzeo, CPA. The amount set aside for these services is $5,400.

Legal fees of $5,600 will also be set aside, both to engage counsel on retainer and to cover miscellaneous legal matters which may arise during the first year of operation.

(16) Administrative Expenses **$ 10,000**

Footnotes to 141 Fifth Condominium Budget

Administrative costs cover photocopying, faxing and postage, as well as messenger services as required. Bank fees and charges are also included.

(17) Miscellaneous (Permits, Fees, Taxes, Licenses) $ 8,000

Various permits and/or inspections by city and state agencies may be required throughout the year. In addition, there may be unforeseeable fees, corporate and other taxes, or licensing expenses which the Condominium may be required to pay.

(18) Contingency $ 21,687

The contingency provides a fund for possible expenses not included in the projected budget, or possible increases in one or more categories of operating expense beyond the projected amounts. There can be no assurance that such fund will be sufficient to pay for major capital repairs or replacement items which may be needed within the first five years of the Condominium's operation. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all unit owners.

SCHEDULE B-1
INDIVIDUAL UNIT ENERGY COSTS PROJECTIONS

MGJ MARINO GERAZOUNIS & JAFFE ASSOCIATES

Schedule B-1: Individual Apartment Electrical Costs

Apt	Apt. type	Square Feet per apt.	Ltg/Pwr (KW)	Annual Ltg/Pwr (KWHrs)	Electric Dryer Load (KW)	Annual Dryer Useage (KWHrs)	Electric Oven Load (KW)	Annual Oven Usage (KWHrs)	Estimated Heating/ Cooling (Watts)	Annual Cooling Power (KWHrs)	Total Bathrm Electric Heater (KW)	Annual Htg Power (KWHrs)	Total Annual Usage (KWHRs)	Estim. Annual Elec. Cost (based on $.15/ KWHR)
A	1BR	1200	4.785	3,493	5.00	780	5.00	1,825	7,500	22,367		-	28,465	$4,270
B	2BR	1500	5.100	3,723	5.00	780	5.00	1,825	7,500	22,367		-	28,695	$4,304
C	2BR	1800	5.415	3,953	5.00	780	5.00	1,825	10,500	31,314		-	37,872	$5,681
D	2BR	1666	5.274	3,850	5.00	780	5.00	1,825	6,000	17,894		-	24,349	$3,652
A	3BR	2200	5.835	4,260	5.00	780	5.00	1,825	10,500	31,314		-	38,179	$5,727
B	3BR	2605	6.260	4,570	5.00	780	5.00	1,825	10,500	31,314		-	38,489	$5,773
C	3BR TRI	3209	6.894	5,033	5.00	780	5.00	1,825	10,500	31,314		-	38,952	$5,843
D	2BR DUP	2200	5.835	4,260	5.00	780	5.00	1,825	10,500	31,314		-	38,179	$5,727

Annual Ltg/pwr useage based on occupancy of 8 hrs per day and 25% demand factor

Annual Dryer useage based on 2 times a week at 1.5 hour per useage

Annual Oven Useage based on daily use at 60 minutes a day

Electric Cost based on $.15 per KWHR

Electric Dryer Load Generally 5.0 KW

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-(i)

OPINION OF COUNSEL – SECTION 339(i)

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ALSO ADMITTED
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ONLY ADMITTED
▽CA, ‡IL, ○VA

March 15, 2007

141 Acquisition Associates LLC
c/o Savanna Partners
10 East 53rd Street
New York, NY 10022

Re: 141 Fifth Avenue Condominium
141 Fifth Avenue, New York, New York (the "Condominium")

Gentlemen:

You have requested our opinion regarding the allocation of common interests to the Units at the above referenced Condominium as required by NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Offering Plan for the referenced project (the "Plan").

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on the Schedule A of the Plan and the declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations made by Core Group Marketing ("Core"), as set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Core.

Based upon our review of the foregoing, we have determined that Common Interests were allocated pursuant to the method set forth in Real Property Law Section ("RPL") 339-i (1)(iv), i.e., based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

Accordingly, based on the foregoing it is our opinion that Real Property Law Section 339-i has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to purchasers. In no event will the Sponsor, Wolf Haldenstein Adler Freeman & Herz LLP, the Selling Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable law.

The opinion expressed herein is based solely on New York law.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan and references to our name in the Plan.

Very truly yours,

WOLF HALDENSTEIN ADLER
FREEMAN & HERZ, LLP

By: _____
Jeffrey M. Schwartz

416895

RETAIL UNIT

The Condominium will contain one Retail Unit. The Retail Unit consists of approximately 9,004 square feet on the Cellar and First Floor of the Building. The Retail Unit is not owned by the Sponsor and is not being offered for sale at this time.

The Retail Unit can be used for any lawful purpose under the New York City Zoning Resolution provided such use is not (a) a supermarket, delicatessen, grocery store, bar, restaurant and/or the sale of any food and beverages (other than the incidental sale of food and beverage in connection with a permitted use), (b) the business of photographic reproductions and/or offset printing, (c) an employment or travel agency, (d) a check cashing business, (e) a nightclub, (f) a bowling alley and/or pool and/or billiard hall, (g) a school or classroom, (h) a drug store (other than a national drug store chain similar to Walgreens or CVS which shall be permitted, but not a Duane Reade or similar drug store, which shall not be permitted), (i) conduct of an auction, (j) gambling activities, (k) dry cleaning, (l) manufacturing, (m) the conduct of obscene, pornographic or similar disreputable activities, (n) residential use, or (o) any uses or activities generally prohibited in a building containing mixed retail and first class residential use, regardless of permitted uses under applicable zoning laws.

No rules or regulations affecting the operation, use, maintenance, repair, alteration, mortgaging, leasing, alienation or other disposition of the Retail Unit may be adopted or modified by the Condominium Board without the written consent of the Retail Unit Owner, which may be withheld or denied without cause or explanation, in its sole and absolute judgment. The Retail Unit may be leased or subleased by the Retail Unit Owner subject to the restrictions set forth in the Declaration as summarized in the preceding paragraph. The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of the Retail Unit.

No representation is made with respect to who the tenants or occupants of any portion of the Retail Unit may be at any time or as to the uses to which any portion of the Retail Unit may be put at any time and no assurance is given that such tenants, occupants or uses will not be objectionable to Residential Unit Owners or other parties.

As of the date of filing this Plan, the occupants of the Retail Unit were as follows:

1. It is anticipated that HSBC Bank USA, National Association ("HSBC") will occupy a portion of the Retail Unit. It is anticipated that this Lease will commence on or about May 2007. HSBC will use this portion of the Retail Unit for operation of a Commercial Bank.

2. Bath & Body Works, Ins. ("Bath & Body") occupies a portion of the Retail Unit pursuant to a lease dated January 31, 2006. Bath & Body is a retail seller of miscellaneous health care and bath products.

The basis for projecting the share of General Common Expenses attributable to the Retail Unit is the Common Interest of such Retail Unit except that, as described below, in Schedule B, "Projected Budget for First Year of Condominium Operation" and the Declaration, the Retail Unit Owner shares the costs for insurance; repairs; supplies and maintenance of the General Common Elements, management; certain legal fees as to the General Common Elements or the

affairs of the entire Condominium; audit fees, administrative, miscellaneous expenses and contingencies all only as applicable to the General Common Elements or the affairs of the entire Condominium, based upon its Common Interests and shares the costs of a portion of other expenses such as the cost for labor and related expenses, electricity, service contracts and other miscellaneous expenses based upon estimated usage fairly allocable to the General Common Elements. Other costs such as the costs for steam for heat and hot water, gas, certain service contracts, and the passenger elevator contract, are not borne at all by the Retail Unit Owner because such utilities and/or services are either separately metered or submetered or not used by the Retail Unit Owner.

The Condominium Board may not assess the Retail and/or Office Unit Owner(s) for capital repairs, alterations or improvements to the General Common Elements if the share thereof to be paid by one or both of the Commercial Unit Owners is $50,000 or more in the aggregate without obtaining the prior written consent of the affected Commercial Unit Owner, whose consent shall not be unreasonably withheld. The Retail and Office Unit Owner(s) are obligated to consent to any such assessment if its share is not in excess of $50,000. The Retail and Office Units may not be assessed for repairs, alterations or improvements (capital or non-capital) to the Residential Common Elements or the Residential Limited Common Elements.

As set forth in the opinion of Andrews Building Corp. the Common Charges projected to be payable by the owner of the Retail Unit are sufficient to cover the Common Expenses fairly attributable to the Retail Unit. The Declaration and By-Laws authorize the special allocation and apportionment of profit and expenses or specific expense item based on special or exclusive use or availability or exclusive control of particular Units or Common Elements. Any dispute regarding such allocation or apportionment shall be resolved by arbitration in accordance with the By-Laws.

The Retail Unit Owner has the right to Freely sell the Retail Unit, if offered, or to Freely lease all or part of the Retail Unit, as the case may be, without having to first offer the same for sale or lease to the Board.

The Retail Unit Owner has the right to cross over and place satellite dishes on that portion of the roof of the Building reserved exclusively for the Retail Unit Owner. Those areas are depicted on the floor plan entitled "14th floor" which are included in Part II of this Plan.

Certain easements have been reserved to the Retail Unit Owner and the Sponsor in the Declaration. The Retail Unit Owner and the Sponsor and their successors and assigns to the extent permitted by law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the exterior and interior sides of its storefronts and the Property, including but not limited to signs on the facade of the Building and on any awnings, canopies or other protrusions from the facade of the Building, for the purposes of advertising (i) the sale or lease of any of the Unsold Residential Units and all or any portion of the Retail Unit, and (ii) the operation of any business of a tenant or occupant of all or any portion of any Retail Unit, provided, that such signs are contained within the areas designated for retail signs pursuant to the Declaration (including but not limited to Section 12.10 thereof) and in accordance with law. The Retail Unit Owner and its successors and assigns shall have an easement to erect, maintain, repair and replace from time to time, lights and lighting fixtures on the Common Elements of the Condominium.

OFFICE UNIT

The Condominium will contain one Office Unit. The Office Unit consists of approximately 6,987 square feet on the Second Floor of the Building. The Office Unit is not owned by the Sponsor and is not being offered for sale at this time.

During the period of time in which all or any portion of the Office Unit has not been converted to retail use, the Office Unit may be used for any lawful business, office, professional or commercial purpose except that the Office Unit may not be used for residential use or any of the following uses: (i) offices of any governmental agency or quasi-governmental agency, including with respect to any foreign government or the United Nations, an embassy or consulate office, or any agency or department of the foregoing; (ii) abortion clinics and other medical offices (other than dental) or other therapeutic or diagnostic services; (ii) travel or employment agencies; (iv) manufacture, distribution or sale of pornography; (v) dry cleaning plants (as opposed to dry cleaning and laundry stores which do not perform, on site, dry cleaning services); (vi) establishments whose primary sales on their premises are alcoholic beverages; (vii) foreign governments and any entity that is entitled to sovereign immunity; (viii) military recruitment office; (ix) manufacturing, and (x) any use that would violate any legal requirement for the building or that is illegal; (xi) use by a religious institution to the extent permitted by applicable law, and (xii) a school or classroom. The owner of the Office Unit and its tenants, visitors, guests, employees and contractors will access the Office Unit through the Residential Lobby. Notwithstanding the foregoing, upon the recording of the Declaration, the Office Unit owner shall be permitted to convert the Office Unit to residential use, provided that Office Unit owner shall have received the written consent of the Board of Managers to undergo such conversion, which consent may be granted or withheld in the sole and absolute discretion of the Board of Managers, it being understood and agreed that neither the Board of Managers of nor the Sponsor nor the owners of the Residential Units and/or Storage Bins shall have any liability whatsoever for failing to grant such consent and that neither the owner(s) of the Office Unit, nor any other person or entity shall have any cause of action against or any other right to bring any claim whatsoever against the Board of Managers of or the owners of the Residential units and/or Storage Bins in connection therewith.

No rules or regulations affecting the operation, use, maintenance, repair, alteration, mortgaging, leasing, alienation or other disposition of the Office Unit may be adopted or modified by the Condominium Board without the written consent of the Office Unit Owner, which may be withheld or denied without cause or explanation, in its sole and absolute judgment. The Office Unit may be leased or subleased by the Office Unit Owner, subject to the restrictions set forth in the Declaration as summarized in the preceding paragraph. The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of the Office Unit.

No representation is made with respect to who the tenants or occupants of any portion of the Office Unit may be at any time or as to the uses to which any portion of the Office Unit may be put at any time and no assurance is given that such tenants, occupants or uses will not be objectionable to Residential Unit Owners or other parties.

As of the date of filing this Plan, the occupants of the Office Unit were as follows:

	Name of Tenant	Floor	Date of Lease	Use
1.	Breck Media, Inc.	2	July 25, 2003	Office
2.	Robert K. Gale, M.D.	2	September 13, 2002	Office

There are additional office tenants occupying various floors in the Building who will be vacating the Building prior to the First Unit Closing.

The basis for projecting the share of General Common Expenses attributable to the Office Unit is the Common Interest of such Office Unit except that, as described below, Schedule B, "Projected Budget for First Year of Condominium Operation" and the Declaration, the Office Unit Owner shares the costs for certain labor; certain electricity; insurance, certain service contracts, management, certain legal fees as to the General Common Elements or the affairs of the entire Condominium and audit fees, administrative, miscellaneous and contingency fees all only as applicable to the General Common Elements or the affairs of the entire Condominium, based upon its Common Interests. Other costs such as the costs for steam for heat and hot water, water and gas are not borne at all by the Office Unit Owner because such utilities and/or services are either separately metered or submetered or not used by the Office Unit Owner.

As set forth in the opinion of Andrews Building Corp. the Common Charges projected to be payable by the owner of the Office Unit are sufficient to cover the Common Expenses fairly attributable to the Office Unit. The Declaration and By-Laws authorize the special allocation and apportionment of profit and expenses or specific expense item based on special or exclusive use or availability or exclusive control of particular Units or Common Elements. Any dispute regarding such allocation or apportionment shall be resolved by arbitration in accordance with the By-Laws.

The Office Unit Owner has the right to Freely sell the Office Unit, if offered, or to Freely lease all or part of the Office Unit, as the case may be, without having to first offer the same for sale or lease to the Board.

RESTRICTIVE DECLARATION

Prior to the First Unit Closing, Sponsor will enter into a Restrictive Declaration, pursuant to which Sponsor will agree to perform certain improvements to the façade of the Building. Those improvements will be as follows:

1. A new aluminum storefront will be installed at the corner bay to recreate the historic condition. The storefront will be rounded with a central entrance and will be framed by new half-round rusticated limestone columns. Bands of limestone will also be installed on the second-floor pilasters above the corner storefront to recreate their historic rustication. All of the storefronts along Fifth Avenue and East Twenty-first Street will have new metal fascia aluminum canopies in the spandrel panels to create a profile similar to the historic condition of the projecting storefronts. The spandrel panels will continue to act as areas for signage. Casts of the existing limestone capitals at the entrance bay on Fifth Avenue will be taken for molds of the new capitals to be installed on all of the pilasters at the base. New granite veneers will be installed at all the bulkheads of those storefronts. Installation will occur over time in coordination with tenants vacating the Premises and will be completed within six (6) months of each current tenancy's expiration or by March 31, 2008, whichever date is earlier, subject to certain "Force Majeure" events as defined in the Restrictive Declaration.

2. Install new wood, one-over-one windows where they exist on the Fifth Avenue and East Twenty-First Street elevations on the third through twelfth floors to match the original in configuration and profile.

3. Install new wood one-over-one windows on the second floor to match the original in configuration profile. Installation will occur over time in coordination with tenants vacating thePremises and will be completed within six (6) months of each current tenancy's expiration or by March 31, 2008, whichever date is earlier, whichever date is earlier, subject to certain "Force Majeure" events as defined in the Restrictive Declaration.

4. Install new one-over-one aluminum windows in the bays of the rear and side elevations.

5. Prepare and paint wood windows and center mullions.

6. Repair the skylights on the eleventh and twelfth stories as necessary.

7. Prepare and paint remaining cast-iron shutter hinges on the secondary elevations.

8. Install new sheet-metal fire shutters on the south elevation to match the historic configuration.

9. Remove the failing, cementitious patch on the fourth floor (the former location of the corner balcony) and replace with a cast stone balcony and wrought iron railing. The balcony will continue the line of the fourth floor cornice and recreate the historic condition.

10. Perform probes at the eighth-story cornice to determine the condition of the terra-cotta masonry underneath the sheet metal. Determine the most appropriate method for removing

the sheet metal and repairing the terra-cotta cornice. Undertake paint analysis to determine original and subsequent paint colors and paint composition of cornice and paint same.

11. Recreate the original profile of the tenth-floor cornice, using the existing original section and install a new cornice to match the original profile. Undertake paint analysis to determine original and subsequent paint colors and paint composition of cornice and paint same.

12. Recreate the balustrade and finials with galvanized sheet metal at the twelfth-floor cornice to match the historic configuration. Undertake paint analysis to determine original and subsequent paint colors and paint composition of cornice and paint same.

13. Recreate the standing seam copper roof and dormers at the dome of the cupola to match the historic configuration.

14. Remove cladding from the ornamentation of the cupola. Repair in-kind damaged ornamentation to match the historic configuration and profile.

15. Undertake paint analysis to determine original and subsequent paint colors and paint composition of the cupola. Prepare and paint select areas of failing paint to match the existing in color and profile.

16. Install new corrugated sheet metal at the twelfth and eleventh stories. Remove metal cladding from masonry coping. Repair or replace the masonry coping as needed with cast stone coping.

17. Remove all metal embeds from the brick and terra cotta masonry and patch with restoration patching mortar to match existing brick in color, strength, texture and finish.

18. Repair cracked and spalled brick, limestone and terra cotta with restoration patching mortar that match the existing in color, strength, and texture.

19. Replace all significantly spalled brick on the south elevation in kind.

20. Undertake tests to determine the original composition and color of the mortar of the brick, terra cotta and limestone. Rake and repoint select open joints with mortar based on tests. Create true joints in patches/coating at 11th and 12th stories.

21. Determine the structural efficacy of severely cracked limestone sills. Any sill that is replaced will be replaced in kind.

22. Investigate cracks in the terra-cotta and brick masonry joints filled with sealant at Bay 2 on the Fifth Avenue elevation. Repair to be based on investigations of source and activity of cracks. Investigate brick of the columns at Bay 2 and Bay 3 on the East Twenty-first Street elevation. Investigate structural efficacy of brick chimney on the south elevation. Repairs and/or replacement to be based on investigation.

23. Remove non-matching, failing terra-cotta patches and patch the resulting voids with restoration patching mortar that matches the existing in strength, texture, and finish.

24. Clean limestone cornice based on tests to determine the most efficacious method to remove the soiling.

25. Undertake tests to determine the composition of the coatings on the brick and terra-cotta masonry (The brick masonry is painted and the terra cotta is both painted and has a possibly cementitious coating.) Remove sample areas to determine the color and composition of the masonry and joints. The coatings will have to be removed in areas of brick and terra-cotta replacement, patching or repointing prior to work beginning. The finishes of all new masonry, patches, and repointed joints will match the existing finish, the coating.

Pursuant to the Restrictive Declaration, the Condominium shall be required to comply with the obligations and restrictions of the Restrictive Declaration, including, but not limited to, compliance with, a continuing maintenance program (the "Continuing Maintenance Program") as follows:

(i) At the Condominium's expense, an inspection (the "Periodic Inspection") shall be made every five years, on or within two weeks of the anniversary of the issuance by the LPC of the Notice of Compliance pursuant to the Certificate of Appropriateness, and thereafter, shall be made on or within every five years from the date of such initial inspection. In the event that the Condominium has accepted a TCO or a PCO that permits residential use without having first received the Notice of Compliance, the first periodic inspection shall be made on or within the fifth anniversary date of the issuance of such TCO or PCO and every five years thereafter. The Periodic Inspection shall be done by a preservation architect, engineer or other qualified person knowledgeable about the preservation of historic structures (the "Preservation Architect") selected by the Condominium from a list prepared by Sponsor and approved by the Chairperson of the LPC as to their credentials, which approval shall not be unreasonably withheld or delayed. The Condominium shall update such listing upon the request of the Chairperson of the LPC. In addition, the Condominium may periodically supplement the list of Preservation Architects, subject to the approval of the Chairperson of the LPC as to their credentials. The Preservation Architect shall make a thorough inspection of the exterior of the Building and those portions of the interior, as well as those portions of the mechanical systems that are accessible to and under the control of building management, which, if not properly maintained, could affect the condition of the exterior. The Periodic Inspection shall include (but not be limited to) the following portions of the Building: all brick, limestone and terra cotta masonry; all wood windows; all wrought-iron features of facades; all sheet metal cornices and domes.

(ii) The Preservation Architect shall, at the expense of the Condominium, submit a report on each Periodic Inspection (the "Periodic Report") to the Condominium and the LPC within 45 days after each Periodic Inspection. The Periodic Report shall outline the existing conditions of the Building and detail the work which should be performed in order to maintain the Building, including all architectural features and elements, in a sound first-class condition, including but not limited to caulking, painting, cleaning, repair of architectural features and elements, checking for rust and repointing of masonry.

(iii) All Local Law 10 and 11 Reports shall also be provided at the same time to the LPC. In the event that the building is found to be unsafe pursuant to such inspection, the Condominium shall notify the LPC simultaneously with the owner and the Department of Buildings, pursuant to Title 1 RCNY §32-03(b)(2)(vii).

(iv) Except as set forth below, the Condominium shall perform all work which a Periodic Report, a Local Law 10 or 11 Report or Emergency Incident Report (as defined below) identifies as necessary to maintain the Building, including architectural features and elements, in sound first-class condition. No work shall be performed except pursuant to a permit from the LPC if a permit is required under the Landmarks Preservation Law. If the LPC determines that a specific item of work or method of work as set forth in a Periodic Report, Local Law 10 or 11 Report or Emergency Incident Report would be inappropriate or inadequate, the determination of the LPC shall control and the Condominium need not and shall not have such specific item performed. The Condominium shall have the right to contest in a hearing before the LPC any work called for in a Periodic Report or Emergency Incident Report. The Condominium's obligation to perform such contested work or to perform it by a method acceptable to the LPC shall be stayed pending a decision in any such proceeding at the LPC. The Condominium shall not have such specific work performed or be entitled to have the Building demolished unless it is obligated to perform such work or demolish the Building in accordance with an "unsafe building notice" issued by the Department of Buildings. The Condominium shall proceed with all work which is uncontested during the stay pursuant to a permit.

(v) Unless the Condominium has notified the LPC in writing that it contests any work as set forth in the preceding paragraph, the Condominium shall apply for all necessary permits or certificates from the LPC within 45 days of receiving the completed report from the Preservation Architect. The Condominium shall use its best efforts to assure that all repairs, rehabilitation, repainting and restoration work detailed in the Periodic Report or Emergency Incident Report shall be completed at the earliest possible date, but no later than within nine months of the date of issue of the certificate or permit from the LPC, or, if no such certificate or permit is required, within nine months of the date of the Periodic Report or Emergency Incident Report. If for reasons beyond the Condominium's control, as determined by the Chairperson of the LPC, such work cannot be completed within nine months, the Condominium shall apply to the LPC for an extension of time within which to complete such work. Such extensions shall be for a stated additional period of time to be related to the period of delay and shall not be unreasonably withheld.

Pursuant to the Restrictive Declaration, the Condominium shall also be required to establish and be prepared to carry out an emergency protection program (the "Emergency Protection Program") for the Building which shall include at the minimum, the following:

(i) If a fire, the elements or any other cause whatsoever damages or destroys the Building or any part thereof (the "Emergency Incident"), the Condominium shall use all reasonable means to save, protect and preserve the Building at the time of and following the Emergency Incident, including, but not limited to, acting with an approval from the Chairperson of the LPC or his or her designated representatives to stabilize and prevent further damage to or deterioration of the structure, and to secure the Building from unauthorized access. The Condominium shall not remove from the Building any debris consisting of exterior features of the Building without an approval from the Chairperson of the LPC or his or her designated representative. Unless necessitated as a safety precaution as ordered by the Departments of Buildings, Health, Fire or Police, or as an action taken in response to a life-threatening situation, the Condominium shall not remove any other debris or otherwise clear the Building without the approval of the LPC or its Chairperson. The Condominium shall not have such specific work

performed or be entitled to have the Building demolished unless it is obligated to perform such work or demolish the Building in accordance with an "unsafe building notice" issued by the Department of Buildings.

(ii) The Condominium shall give immediate written notice of such Emergency Incident to the LPC. The Condominium shall also give timely notice to the LPC of the time or times when the New York City Departments of Buildings, Health and Fire will inspect the Subject Premises following the Emergency Incident, in order that the LPC may have a representative present during such inspections.

(iii) Within sixty days of such Emergency Incident, a Preservation Architect shall, at the expense of the Condominium, make a thorough inspection of the Building and submit a report (an "Emergency Incident Report") to the Condominium and to the LPC outlining the condition of the structure, assessing the extent of damage, and recommending (A) work, if any, which must be undertaken immediately, upon receipt of proper permits, in order to stabilize and prevent further damage to the Building, and (B) work that should be performed to repair and restore the Building to a sound, first-class condition or, alternatively to (A) and (B), that the Condominium make an application to the LPC for permission to demolish the remaining portions of the Building.

(iv) With regard to the work to be performed pursuant to subparagraph (iii)(A) above, the Condominium shall immediately upon receipt of the Emergency Incident Report request and vigorously pursue all necessary permits and upon their issuance, shall undertake all such work with alacrity. If no permits are required, work shall be undertaken as soon as possible after receipt of the Emergency Incident Report.

(v) With regard to the work to be performed pursuant to subparagraph (iii)(B), within ninety days of receiving the report of the Preservation Architect, the Condominium shall apply for all necessary permits and certificates from the LPC to repair and restore or to demolish. No work on the exterior of the Building, and no work on the interior of the Building which would affect the exterior or which would require the issuance of a permit from the Department of Buildings shall be performed except pursuant to a permit from the LPC. If the LPC determines that a recommendation to demolish or to perform a specific item of work or method of work set forth in the report would be inappropriate, using the criteria set forth in the Landmarks Preservation Law, the determination of the LPC shall control and the Condominium shall not have such specific work performed or be entitled to have the Building demolished unless the Condominium is obligated to perform such work or demolish the structure in accordance with an "Unsafe Building Notice" issued by the Department of Buildings. All repair, restoration, rehabilitation, repainting, and other work provided for in a certificate or permit shall be completed within nine months of the date of issue of such certificate or permit by the LPC. If such work cannot be completed within nine months for reasons beyond the Condominium's control, as determined by the Chairperson of the LPC, the Condominium shall apply in writing to the LPC for an extension of time within which to complete such work. Such extensions shall be for a stated additional period of time which is related to the period of the delay and shall not be unreasonably withheld.

The Condominium must provide access to the Building to the LPC and its designated representatives at reasonable times and upon reasonable written notice, except in cases of emergency, in which event the LPC or its representatives shall have access, if feasible,

immediately and without notice, in order to insure that the preservation, repair and maintenance of the Building is carried out in accordance with this Declaration.

In the event that the preservation, repair, or maintenance of the Building is not performed in accordance with the provisions of this Article, the LPC shall give written notice of such failure to perform to the Condominium. In the event that the Condominium, its successors or assigns, fails after sixty days from receipt of written notice from the LPC to perform or shall commence to perform but fail diligently to prosecute to completion, any such repair and/or maintenance, or any obligations of the Condominium set forth in this Declaration, the City of New York may perform all of the necessary work at the sole cost and expense of the Condominium and shall have the right to enter onto the Building and to charge said the Condominium for all the actual cost of such work, together with actual administrative and legal fees incurred in the collection thereof. Such actual costs shall include, but not be limited to, payments by the City of New York to any lawyers, consultants, contractors, painters, engineers, architects and skilled artisans required to be hired to perform or supervise such work. To the extent such actual costs are expended by the City of New York, the LPC shall have a lien on the Subject Premises as if a lien had been filed, perfected and enforced for materials and labor under Article 2 of the Lien Law of the State of New York.

At the First Unit Closing, the Condominium will execute an agreement pursuant to which it will assume the obligations under the Restrictive Declaration and upon agreeing to assume such obligations, the Sponsor shall be released from liability under the Restrictive Declaration. The power of attorney included in Part II of this Plan provides the Condominium Board with authority to act on each Unit Owner's behalf to modify, amend or cancel the Restrictive Declaration. The Declaration of Condominium included in Part II of this Plan requires the Condominium Board to comply with the terms of the Restrictive Declaration. A complete copy of the Restrictive Declaration is included in Part II of this Plan as Exhibit 16.

Side-Letter Agreement

As a result of the need to enter into the Restrictive Declaration, Sponsor and 141 LLC entered into a side-letter agreement with respect to all costs and expenses for periodic inspections and continuing maintenance to the façade. The Side-Letter Agreement provides that the costs for periodic inspections and continuing maintenance will be a specially apportioned General Common Expense and shall be charged 10% to the Retail and Office Units and 90% to the Residential Section. All costs and expenses of maintenance work shall be borne solely by: (i) the Retail and Office Units if attributable to the portions of the Building occupied by or enclosing such units (including portions of the Building walls and storefronts enclosing such units); or (ii) the Residential Units if attributable to the portions of the Building (including portions of the Building walls enclosing such units) occupied or enclosing the Residential Section. The foregoing are specially apportioned General Common Expenses and are as such in the Declaration.

As a result of the conversion of the Property to condominium ownership, the Side-Letter Agreement provides as follows: (a) the owner or owners of the Residential Units shall be deemed successors in interest to Sponsor, and the owner or owners of the Retail Unit and Office Unit shall be deemed successors in interest to 141 Fifth; and (b) the performance of the Inspection and Maintenance Work and other obligations under the Restrictive Declaration or the Side-Letter Agreement shall be assumed, undertaken and performed by the Condominium Board

on behalf of the Residential Units, and the Condominium Board shall be deemed a successor to Sponsor with respect thereto.

THE STORAGE BINS

The forty-eight (48) Storage Bins will be located in approximately six hundred sixty (660) square feet of the vault space in the cellar of the Building to be used exclusively by the owners of Residential Units. There will be one Storage Bin reserved for each Purchaser of a Penthouse Unit. All remaining Storage Bins will be available to the Purchasers on a first come first serve basis for the prices listed in Schedule A. Those Purchasers electing to utilize Storage Bins will be given a Storage Bin license agreement. A copy of the Storage Bin License Agreement is included as Exhibit 17 in Part II of this Plan. Except for the Sponsor, only Residential Units Owners can own the Storage Bins as a part of their respective Unit. All of the Storage Bins are not the same size (see Schedule A for the specifications of each Storage Bin and the prices for the license agreements). Although Sponsor does not anticipate it, the vault area in the Cellar is subject to the rights of the City of New York to repossess said area. If it does so, the Storage Bins would have to be moved to a different location in the Cellar. Sponsor cannot guarantee that such a substitute location will be available and if no such substitute location is available, the Residential Unit Owners will no longer have use of Storage Bins. The allocation of the Storage Bins to Residential Unit Owners shall be in Sponsor's sole discretion.

CHANGES IN PRICES AND UNITS

Changes in the Residential Section

Purchase prices for all Residential Units are negotiable and Sponsor reserves the right, at any time and from time to time before and after the recording of the Declaration, without giving prior notice (except as otherwise provided herein) and without the consent of the Board, Unit Owner or mortgagee, to change the price, including, without limitation, the manner of payment thereof and other terms of sale of any Residential Unit, except that no such change with respect to any Residential Unit for which a Purchase Agreement is then in effect may be made without the consent of the Purchaser. No such change will be made other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease purchase prices or modify other terms of sale without filing an amendment to the Plan at any time during the offering period if such a decrease in the purchase price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction. If any such change is made, a Purchaser of a Residential Unit affected thereby may pay more or less than other Purchasers under the Plan for similar Residential Units, but this will not affect any prior or subsequent sale of Residential Units which are not the subject of such change.

Sponsor reserves the right to negotiate with each Purchaser, the terms and conditions of the Purchase Agreement, including but not limited to: purchase price; the amount of the Down Payment; financing and other contingencies; the availability of financing; the payment of Purchaser's financing fees and other closing costs; work to be performed in the Unit (including, but not limited to, punchlist items) or the revision of floor plans and the allocation and payment of costs therefor; the availability of Common Charge rebates, Purchase Price rebates and subsidies payable as a credit against the Purchase Price or on a periodic basis; and extensions of time periods within which to perform obligations under the Purchase Agreement. Sponsor also reserves the right to substitute any punchlist item for a credit or cash payment based on a bid from Sponsor's own vendor to fix said punchlist item. Sponsor reserves the right from time to time to add and/or delete negotiable terms from the list set forth above for all or some Purchasers without further amendment to this Offering Plan. No Purchaser will benefit from any terms and conditions negotiated with any other Purchaser, and a Purchaser's failure to so benefit will not give rise to any rights of rescission under a Purchase Agreement.

In order to meet the possible varying demand for number and type of Residential Units, or to meet particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Board, Unit Owner or mortgagee, to (a) change the layout of, or number of rooms in, any Unsold Residential Unit, (b) change the size and/or number of Unsold Residential Units by dividing one or more such Units into two or more separate Unsold Residential Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Unsold Residential Units, altering any boundary walls between one or more Unsold Residential Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Residential Unit into such Unsold Residential Unit, (c) designate a Residential Common Element or General Common

Element as part of a newly created Residential Unit, Commercial Unit or Residential Limited Common Element or designate all or part of a Residential Unit as a newly created Commercial Unit, Residential Common Element, Residential Limited Common Element, Commercial Common Element or Commercial Limited Common Element and (d) if appropriate, reapportion among the Unsold Residential Units affected by any such change, their aggregate Common Interests. In the event of any change pursuant to either (b) - (d) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Residential Unit, will be made with respect to any Unsold Residential Unit for which a Purchase Agreement is then in effect and the Purchaser thereunder is not in default unless (i) the Purchaser consents to such change or (ii) such change is not a material change in the size, common interest, dimension, floor space or layout of such Unsold Residential Unit. The Common Interest of a Unit may change if there is a change in the floor space or 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. No material change will be made in the size or quality of the Common Elements except by amendment to the Plan and, when applicable, by amendment to the Declaration. Unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of the Common Elements.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Residential Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid or otherwise, nor may the Common Interest of any Unit be changed, unless, in each such event, the Declaration and Floor Plans and this Plan are amended with the consent of each Unit Owner whose Unit is so changed. Sponsor will have the right to amend or to cause the Condominium Board to amend the Declaration to reflect any such change and to file such amendment and any necessary plans and specifications in connection therewith.

It should be noted that as long as the layout and dimensions of a Residential Unit conform substantially to the Residential Unit Plans, a Purchaser will not be excused from purchasing his Residential Unit and will not have any claim against Sponsor as a result of any insubstantial change.

PROCEDURE TO PURCHASE

A person desiring to purchase a Residential Unit will be required to execute a Purchase Agreement in quadruplicate (i.e., four (4) original copies), which will be in the form set forth in Part II of the Plan. Purchasers will also have the ability to purchase a license agreement for a Storage Bin.

Prospective Purchasers shall be afforded not less than three (3) business days to review the Plan and all amendments thereto prior to executing a Purchase Agreement. If a Purchaser has not received the Plan at least three (3) full business days prior to executing a Purchase Agreement or not fewer than seven (7) days after delivering an executed Purchase Agreement with the required deposit, a Purchaser shall have the right to rescind the Purchase Agreement within seven (7) days after the date of the Purchase Agreement. The Purchase Agreement sets forth in detail the terms of sale with respect to each Unit and should be read carefully by each prospective Purchaser. Prospective Purchasers should be aware that if any conflict exists between the Plan and the Purchase Agreement, the provisions of the Plan shall in all events control except where such provisions were requested by Purchaser and agreed to by Sponsor.

Although a Purchaser may obtain financing from a lending institution or any other source, Purchaser's obligation to purchase a Unit pursuant to the Purchase Agreement shall not be contingent on Purchaser obtaining financing for such purchase. Although a Purchaser is free to apply to any lender Purchaser chooses for any financing, either directly or through a mortgage broker, the inability to obtain a mortgage loan commitment or mortgage loan shall not relieve a Purchaser of Purchaser's obligations under the Purchase Agreement unless the conditions set forth in the Purchase Agreement are met. If a Purchaser needs and fails or is unable to obtain a mortgage loan to purchase a Unit from a lender and thereby is unable to close on the purchase of the Unit, Purchaser will be in default of the Purchase Agreement and Sponsor shall have the right to seek its legal remedies, which include, but are not limited to forfeiture of Purchaser's down payment. Time is of the essence with respect to Purchaser's obligations to perform all of Purchaser's obligations under the Offering Plan. Any and all costs, fees or expenses necessary or required to be paid in connection with any Purchaser's mortgage loan or mortgage loan commitment and any extensions thereof shall be borne solely by such Purchaser, no matter what the cause, and neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall be responsible for paying any such costs, fees or expenses.

In the event Purchaser obtains a mortgage loan commitment and (a) does not close on the purchase of the Unit before the expiration of the commitment, even if Sponsor is not ready to close on the Unit because of lack of a temporary certificate of occupancy or otherwise, and (b) incurs any additional fees to extend the commitment or obtain a new commitment from the same or another lender, or incurs any additional fees, costs or expenses in connection with any delay in the anticipated or scheduled closing date (including, but not limited to, increases in interest rates or additional "points" or extension fees levied by the lender), or loses its commitment, Purchaser must pay all such fees or costs incurred by or imposed upon Purchaser. Neither Sponsor, its principals, managers, members, agents, designees, employees, affiliates, selling agents, construction managers, contractors, subcontractors and/or counsel shall be responsible for the payment or reimbursement of any such fees or costs incurred by or imposed up on the Purchaser, or any other such loss. Purchase Agreements will not be binding on Sponsor until approved and executed by it, and delivered by Sponsor to the prospective Purchaser. Sponsor will have thirty

(30) days after delivery by Purchaser of an executed Purchase Agreement and the down payment required thereby, within which to accept or reject such Purchase Agreement. Sponsor reserves the right to request thorough identification and financial information concerning any prospective Purchaser, subject to any limitations and requirements imposed by law.

If a Purchase Agreement is not accepted by Sponsor within the aforesaid thirty (30) day period, the Purchase Agreement shall be deemed to have been rejected and canceled and all sums theretofore deposited thereunder, without interest, shall be promptly returned to the prospective Purchaser. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without prior notice or prior amendment to the Plan and without the consent of any Board, to refuse to approve and execute (a) a Purchase Agreement for any Unit, except as prohibited by law, and (b) a Purchase Agreement(s) for more than one Unit to any one person or entity.

The Purchase Agreement shall not contain, and shall in no event be modified to contain, a provision waiving the Purchaser's rights or abrogating Sponsor's obligations under the Plan or under Article 23A of the General Business Law of the State of New York.

At the time of execution of a Purchase Agreement, a Purchaser is required to make a payment in an amount equal to the sum of ten (10%) of the purchase price (the "Down Payment"). Within one hundred twenty (120) days after the date Sponsor accepts a Purchase Agreement, Purchasers shall be required to deposit with the Escrow Agent an additional deposit equal to five (5%) percent of the Purchase Price (such additional deposit being required only of Purchasers executing Purchase Agreements before the renovation of the Building has been completed and the Plan has been declared effective). In the event the Purchaser defaults, the Sponsor shall have the right to retain the entire Down Payment. Purchase Agreements entered into after the construction of the building has been completed and the Plan has been declared effective will require a Down Payment that is ten (10%) percent of the Purchase Price and a Closing Date that is the later of (i) forty-five (45) days after the execution of the Purchase Agreement or (ii) thirty (30) days from the date of a written notice to Purchaser setting forth the time and place of the Closing to the Unit, unless otherwise negotiated with Sponsor. All Down Payment checks must be made payable to the direct order of "WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP, ESCROW AGENT". All checks delivered in payment of the Down Payment shall be accepted by Sponsor subject to collection, and if any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, among other things, to deem such Purchase Agreement to be canceled and of no further force or effect.

Each prospective Purchaser should note that Sponsor is only obligated to provide the equipment, fixtures and furnishings described in the "Description of Property" set forth in Part II of this Plan. If a person desiring to purchase a Unit requests that Sponsor perform special work on such Unit or provide extra furnishings, including, but not limited to, any deviation from the materials or specifications described in the "Description of Property", and Sponsor agrees to perform such special work and/or provide such furnishings, then a description of such work or furnishings shall be inserted as an addition to the Purchase Agreement and Sponsor may require such person to pay for said special work or furnishings in advance together with the cost of removing the special work if the Purchaser fails to close. However, Sponsor shall be under no obligation whatsoever to agree to perform any special work or provide extra furnishings for a Purchaser, nor shall Sponsor have any obligation to allow a Purchaser or its agents to perform

any special work or install extra furnishings prior to Closing. Any and all special or additional work which a Purchaser desires to be performed with regard to a Unit shall be done only upon Sponsor's written consent thereto and Sponsor's approval of all contractors and suppliers in connection therewith, which consent and approval are within the sole discretion of Sponsor. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment imply or represent that any Residential Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Residential Unit to Purchaser unless Purchaser agrees to pay Sponsor an amount determined by Sponsor in addition to the purchase price for such Residential Unit.

The balance of the purchase price shall be payable simultaneously with the delivery of the deed to the Residential Unit by an official bank check or an unendorsed certified check drawn on or issued by a New York bank or trust company which is a member of The New York Clearinghouse Association and shall be payable to the direct order of Sponsor, or otherwise if Sponsor should so notify Purchaser. The deed will be substantially in the form set forth in Part II of the Plan. Interest, if any, on Purchaser's Down Payment will be credited or paid to Purchaser at Closing.

TIME IS OF THE ESSENCE TO PURCHASER AS TO PURCHASER'S OBLIGATIONS PURSUANT TO THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR THE PAYMENT OF THE BALANCE OF THE PURCHASE PRICE. FUNDS DRAWN ON OUT-OF-STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE FOR A RESIDENTIAL UNIT UNLESS OTHERWISE AGREED BY SPONSOR.

After the Plan is declared effective, Purchasers will receive at least thirty (30) days' prior notice of the originally scheduled Closing Date and, in the event Purchaser fails to close on the designated date, then Purchaser will have a thirty (30) day period after notice within which to cure, time being of the essence, such default, following which Sponsor shall have the remedies set forth below. A Purchaser may waive notice of such Purchaser's Closing Date. In the event of any default by Purchaser under his or her Purchase Agreement, and if Purchaser does not cure such default within thirty (30) days after Sponsor gives written notice to the Purchaser of default, Sponsor may, at its option, cancel such Purchase Agreement and retain the Down Payment made by Purchaser, together with any interest earned thereon, as liquidated damages, in which event all rights, obligations and liabilities of Sponsor and Purchaser shall wholly cease and terminate. In addition, Sponsor shall also be entitled to retain (i) any amount spent by Sponsor for special work requested by Purchaser and (ii) the reasonable cost to restore the Unit to its condition prior to such special work being performed. Sponsor will fix dates for closing title to all Unsold Residential Units for which Purchase Agreements have been executed by serving notice upon each Purchaser stating the date of the First Closing and setting such Purchaser's Closing Date.

If a Purchaser fails for any reason to close title to his or her Unit on the originally scheduled Closing Date (a) the closing apportionments described in the Section entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and this Plan, an amount equal to 0.03% of the purchase price of his Unit

for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date.

If a Purchaser has entered into Purchase Agreements to purchase more than one Unit, a default by Purchaser in the payment or performance of any obligations under any of such Purchase Agreements, beyond any applicable grace periods, shall be deemed a default under the other Purchase Agreement(s). In the event of a such a default, Sponsor may, at its option, cancel each such Purchase Agreement(s) and retain, as liquidated damages, all Deposit(s) made by Purchaser, together with any interest earned thereon, if any, under each of such Purchase Agreement(s).

Prior to the closing of title to a Unit, the Purchase Agreement prohibits a Purchaser from listing the Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease.

It is anticipated that the First Closing will occur by the date set forth in Schedule B as the commencement date for the first year of Condominium operation. In the event the projected commencement date of Condominium operation is the later of (i) twelve (12) months or later than the anticipated date of the First Closing, or (ii) twelve (12) months or later than the date of a Purchaser's Purchase Agreement, Sponsor will offer applicable Purchasers the right to rescind their Purchase Agreements and have their Down Payments refunded to them. In the event that the projected first year of Condominium operation is six (6) months later than the anticipated date of the First Closing, the Plan will be amended to include a revised budget disclosing the then current budget projections. If the Common Charges in the revised budget increase by twenty-five (25%) percent or more, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements and have their Down Payments refunded to them. Any Purchaser electing rescission will have their Down Payments and any interest earned thereon returned; provided however, that 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 Unit to its condition prior to such work having been performed. Rescission need not be offered to any Purchaser who is in default under such Purchaser's Purchase Agreement, beyond the expiration of any applicable grace period, provided that Sponsor shall only retain the Down Payment of a Purchaser in accordance with the escrow and trust fund requirements of General Business Law Sections 352-e(2b) 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.

If the Plan is withdrawn or abandoned, the Down Payment previously paid to and actually collected by Sponsor, together with any interest earned thereon, shall be returned to Purchaser within ten (10) days of the date of such withdrawal or abandonment, in accordance with the provisions herein set forth.

From and after the Closing of each Unit, Purchaser will become obligated for the payment of Residential Common Charges in proportion to the Purchaser's Residential Common Interest, real estate taxes and assessments (including water charges and sewer rents, if separately assessed) and all other expenses with respect to his Unit, whether or not he has taken possession of his Unit, and whether or not all work required to be performed by Sponsor or anyone else in or to his Unit or the Building has been completed.

The risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit, at which time such risk shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Residential Unit. In the event of damage or destruction of a Residential Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Residential Unit, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price for the subject Unit. In such event Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the respective Boards and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Residential Unit, or, if the casualty occurs after the first closing and the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of Unit Owners and Boards of Managers"), the Purchase Agreement shall be deemed canceled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited thereunder, together with interest earned thereon, if any, whereupon the parties to the Purchase Agreement shall be released and discharged from all obligations and liability thereunder and under this Plan; provided, however, notwithstanding anything to the contrary herein, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

Purchase Agreements are not assignable without the prior written consent of Sponsor, which consent may be granted or denied by Sponsor in its sole discretion.

Escrow and Trust Fund Requirements

All Down Payments received by Sponsor under a Purchase Agreement will be held in escrow in conformity with the provisions set forth below.

All Down Payments made pursuant to a Purchase Agreement are subject to the escrow and trust fund requirements the State of New York Lien Law Section 71a(3), the General Business Law of the State of New York Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto.

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

All Down Payments made by Purchasers prior to the closing of each individual transaction, will be placed, within five (5) business days after the Purchase Agreement has been signed by all necessary parties, in a segregated special escrow account of Wolf Haldenstein

Adler Freeman & Herz LLP, the escrow agent (the "Escrow Agent"), whose address is 270 Madison Avenue, New York, New York 10016 and whose telephone number is (212) 545-4600. The attorneys who are signatories on this account authorized to withdraw funds are: Charles H. Baller and Jeffrey M. Schwartz. Escrow Agent has established a master escrow account at JP Morgan Chase Bank at its branch located at 60 East 42nd Street, New York, New York 10165, entitled Wolf Haldenstein Adler Freeman & Herz LLP Trust Account (the "Master Escrow Account"). All Down Payments will be placed initially in an interest bearing checking portion of the Master Escrow Account. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form set forth in Part II of the Plan or a Form W-8 (Certificate of Foreign Status) in the form set forth in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Down Payment and the Purchase Agreement. If a Down Payment is accompanied by a completed and signed Form W-9 or Form W8, the Down Payment will thereafter be promptly transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser. If a Purchaser does not deliver the Form W-9 or Form W-8, the Down Payment will remain in the non-interest bearing checking portion of the Master Escrow Account. At such time as the Down Payment is released, the Down Payment will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account so that checks may be drawn thereon. JP Morgan Chase Bank is covered by federal bank Down Payment insurance to a maximum of $100,000 per individual deposit. The following are special risks of this offer: (i) if a Purchaser makes a Down Payment in excess of $100,000 for the purchase of a unit, such Down Payment will not be federally insured in excess of $100,000; and (ii) while the Down Payment is in the non-interest bearing checking portion of the Master Escrow Account, the Down Payment may not be fully federally insured even if the Down Payment does not exceed $100,000.

The Down Payment may be tendered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service or mailed by certified mail, return receipt requested, overnight courier or express mail service. The Down Payment shall be deemed tendered by Purchaser on the date it is actually received by Sponsor or Selling Agent.

Acceptance of the Down Payment by Sponsor or Selling Agent and the Down Payment thereof by Escrow Agent into escrow shall not be deemed a binding agreement by Sponsor to sell to Purchaser unless and until Purchaser executes a Purchase Agreement and Sponsor or Selling Agent executes a duplicate thereof and delivers the Purchase Agreement to Purchaser in accordance with the terms of the Plan.

If a Purchaser tenders all or a portion of the Down Payment without an executed Purchase Agreement, Sponsor shall have the right to reject the Down Payment and return it to Purchaser: (i) within five (5) business days after tender, if the Down Payment has not been deposited into escrow, and (ii) at any time, if the Down Payment has been deposited into escrow.

The checking account portion of the Master Escrow Account will not be interest-bearing. The sub-escrow savings account portion of the Master Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement, or (ii) Purchaser is entitled to a return of the Down Payment. All interest will be credited to Sponsor only in the event Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts which varies. Currently the rate is approximately 1.0%. Interest will begin to accrue after deposit within: (i) one (1) business day, if the Down Payment

is cash or cash equivalent, or (ii) three (3) business days, if the Down Payment is other than cash or cash equivalent, of the transfer of the Down Payment from the checking account portion of the Master Escrow Account into the sub-escrow savings account portion of the Master Escrow Account.

All instruments shall be made payable directly to the order of "Wolf Haldenstein Adler Freeman & Herz LLP, as Escrow Agent." Endorsed instruments will not be accepted.

In the event a check delivered by a Purchaser fails of collection, the Purchase Agreement will be deemed void ab initio (as if the Purchase Agreement had never been executed) at the option of Sponsor, who reserves the right to exercise this option in its discretion by written notice to Purchaser given within five (5) business days of Sponsor receiving notice from Escrow Agent of such failure of collection.

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

Escrow Agent will hold the Down Payment in escrow until otherwise directed in:

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

(ii) a determination of the Attorney General pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or

(iii) a judgment or order of a court of competent jurisdiction.

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

Sponsor will not object to the release of the Down Payment after an amendment abandoning the Plan is accepted for filing by the Department of Law.

Sponsor will not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Down Payment to Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan.

Purchaser will not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Down Payment to Sponsor in the event Sponsor and Purchaser close title under the Purchase Agreement.

Purchasers and 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 set forth in Part II of the Plan. The party applying for a determination must send to all other parties by certified mail, return receipt requested, a copy of the application.

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

Set forth in Part II of the Plan is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations.

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

Sponsor has agreed to indemnify Escrow Agent from all costs, claims, expenses and damages incurred in connection with or arising out of the escrow agreement or the performance or non-performance of Escrow Agent's duties under the escrow agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the escrow agreement or involving gross negligence of Escrow Agent.

Sponsor has agreed to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties under the escrow agreement, if any. Escrow Agent's fees and disbursements will neither be paid by Sponsor from the Down Payment nor deducted from the Down Payment by any financial institution under any circumstance.

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

Sponsor may agree to modify the floor plans and finishes of certain Residential Units or to do special work or provide extras to the Residential Units as requested by individual Purchasers as negotiated by Sponsor and Purchaser. Purchaser shall bear the cost of such modification to floor plans and finishes in advance together with the cost of removing the special work if the Purchaser fails to close. All funds received by Sponsor from Purchasers for such modified or additional work in Units, as aforesaid, shall be initially placed in escrow and shall be paid to Sponsor by the escrow agent to be used by Sponsor to pay for such work. Accordingly, in the event a Purchaser becomes entitled to rescission after the release of such funds, the Purchaser shall not receive a refund of any funds used for special work or extras.

EFFECTIVE DATE

Sponsor's offer to sell the Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR (i.e., purchase agreements signed by bona fide purchasers for 15% (6 units) of the Residential Units offered under the Plan). The Plan must be declared effective when Purchase Agreements have been executed by prospective purchasers and accepted by Sponsor with respect to eighty (80%) percent of the Residential Units offered for sale. The Plan may be declared effective at an earlier date, at Sponsor's sole election, when bona fide Purchase Agreements (including those executed by investors) have been executed and accepted by Sponsor with respect to fifteen (15%) percent of the Residential Units being offered for sale under the Plan.

The Plan will not be declared effective based on Purchase Agreements: (i) signed by purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) signed by purchasers who have not been afforded at least three (3) business days to review this Plan and all filed amendments prior to executing a Purchase Agreement or at least seven (7) days to rescind; or (iii) signed by any purchaser who is Sponsor, the Selling Agent, the Managing Agent, or a principal of either, or is related by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner of Sponsor, the Selling Agent, the Managing Agent or a principal of either (except that such a purchaser other than Sponsor or a principal thereof may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that the purchaser is bona fide).

This Plan will be declared effective either by: (a) personal service of written notice to all purchasers and, within five (5) business days following such notice, an amendment to this Plan confirming that this Plan was declared effective as of the date of such notice will be submitted to the Department of Law, which amendment, upon acceptance for filing, will be delivered to all purchasers; or (b) by duly filed amendment to this Plan. The closing of title with respect to any Unit shall in no event take place prior to the acceptance for filing of such amendment to this Plan.

The Plan may, at the option of Sponsor, be abandoned in the event of: (1) the existence of one or more title defects (including violations of record or work orders of a mortgagee or insurance carrier) affecting any one or more Units or the Property that cannot be removed, cured or complied with without litigation or for less than $500,000; (2) a substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty that cannot be repaired prior to the date set for the First Closing for less than $2,000,000; or (3) a taking of all or part of the Property in condemnation proceedings or by eminent domain.

In the event the Plan is withdrawn or abandoned, the Plan will be abandoned by duly filed amendment and all Down Payments, together with interest earned thereon, if any, will be returned to Purchasers within ten (10) days following such withdrawal or abandonment. Upon the return of the Down Payments, together with any interest earned thereon, the Purchase Agreements will be null and void and Sponsor will have no further obligation or liability to Purchasers under the Plan or the Purchase Agreements. Sponsor shall promptly submit an amendment to the Department of Law confirming such abandonment or withdrawal and, in the case of an abandonment, shall file a notice of abandonment on form RS-3 or such other form as the Department of Law may require and explain the reason for the abandonment and disposition of all funds received.

TERMS OF SALE

The term "Closing" as used herein refers to the conveyance of title to a Unit from Sponsor to Purchaser by the delivery to Purchaser of a deed upon payment by Purchaser to Sponsor of the balance of the purchase price for such Unit. After the Plan has been declared effective, Sponsor shall provide Purchasers with at least thirty (30) days notice of the scheduled Closing Date. The Closing to each Unit shall be held at the offices of Sponsor's attorneys, Wolf Haldenstein Adler Freeman & Herz LLP, 270 Madison Avenue, New York, New York 10016 or at such other place as Sponsor may designate on not less than two (2) business days' notice prior to the Closing. The Closing to each Residential Unit shall take place only after or concurrently with the following events:

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

b. the recording or filing of the Declaration, By-Laws, Floor Plans and engineer's and tax authority certifications required by Section 339-p of the New York Condominium Act or other applicable law and such other documents as may be required by law;

c. The Sponsor has obtained the required CPC Authorization and shall have performed the work set forth in paragraph 2.1(a) of the Restrictive Declaration;

d. either (i) the release of the Unit and its appurtenant interest in the Common Elements from the lien of all mortgages, if any, or (ii) if the Purchaser is obtaining financing on such Unit, the assignment to the Purchaser's mortgagee of any existing mortgage(s) encumbering such Unit and its appurtenant interest in the Common Elements;

e. the delivery to Purchaser of written notice of the time and place of the Closing to the Unit at least thirty (30) days prior to the Closing Date specified therein, including a reasonable opportunity, upon written request of Purchaser, for Purchaser to examine the Unit and the Property, during normal business hours and in the company of Sponsor's agent, prior to Closing;

f. the execution and delivery by Sponsor of a bargain and sale deed without covenants against grantor's acts (which deed shall be substantially in the form set forth in Part II of the Plan) conveying title to the Unit and its appurtenant Common Interest, free and clear of all liens, encumbrances and other title exceptions other than the Permitted Encumbrances;

g. the assignment by Sponsor to Purchaser of the right to proceed under any existing assignable warranties actually received by Sponsor, its agents, affiliates, employees or contractors, covering appliances, equipment or fixtures installed in his Unit, and the assignment by Sponsor to the Condominium Board of the right to proceed under any existing assignable warranties covering appliances, equipment or fixtures installed in the General Common Elements, Residential Common Elements or Residential Limited Common Elements, as the case may be. (Purchasers should be aware that warranties vary in length, depending partly on when the appliances, equipment and fixtures covered by

such warranties are first installed. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates make any representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit. If any warrantor is unable to perform under its warranty due to inability, unwillingness or any other reason, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall under any circumstances be considered or deemed a successor warrantor. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates have any obligations or responsibilities with respect to such warranties, or the work or item warrantied, even if the warrantor goes out of business, declares bankruptcy or simply fails to fulfill the conditions of the warranty. Recourse is only to the warrantor and not to Sponsor, its principals, managers, members, agents, designees, employees or affiliates;

h. the execution and delivery by Purchaser of the Residential Unit Power of Attorney, the form of which is set forth in Part II of the Plan;

i. if Purchaser has requested title insurance, the issuance to Purchaser (at Purchaser's sole expense) of a policy of title insurance in at least the amount of the purchase price of the Unit, insuring that (i) Purchaser has fee title to his or her Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions, (2) liens and encumbrances (other than Permitted Encumbrances) to which his Unit's title is subject, which have been expressly accepted by Purchaser, and (3) any mortgage and related security documents that Purchaser executes in connection with the financing of the purchase price of his Unit and (ii) the Condominium has been validly created pursuant to the Condominium Act.

Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates are obligated to repair any damage from a casualty or other cause that occurs before the closing of a Purchaser's Unit. If Sponsor, its principals, managers, members, agents, designees, employees or affiliates elect to repair any such damage, Purchaser's Purchase Agreement will remain in full force and effect, Purchaser shall not have the right to reject title or receive a credit against or an abatement in, the Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. If Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, the Purchase Agreement shall be deemed canceled and Sponsor shall return to Purchaser all sums deposited by Purchaser under the Purchase Agreement, together with interest earned thereon, if any, except if Purchaser is in default under the Purchase Agreement, Sponsor shall retain any such sums as and for liquidated damages.

A Closing will take place only concurrently with the issuance of a temporary certificate of occupancy for a specific unit until the issuance of a temporary or permanent certificate of occupancy for the entire Building or, issuance of a partial, temporary or permanent certificate of occupancy for the Unit.

All personal property located within the Unit as of the date the Purchase Agreement is executed or located within the Common Elements on the date the Declaration is filed, that is owned by the Sponsor is included in the conveyance.

If the construction loan on the Building is not satisfied at or prior to the Closing of the first unit, at the time of the conveyance of any Residential Unit, the Mortgagee will release its lien on the Residential Unit being conveyed and its interest in the Common Elements.

The acceptance of a deed by a Purchaser (regardless of any "punch list" work to be completed after Closing) shall be deemed an acknowledgment that Sponsor and its principals, managers, members, agents, designees, employees or affiliates have performed and discharged every agreement and obligation on the part of Sponsor and its principals, managers, members, agents, designees, employees and affiliates to be performed under the Plan except those (if any) which may be expressly stated in the Plan, in the Purchase Agreement, in 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of this Plan) and in General Business Law Section 352-e to survive delivery of the deed. The Purchaser of a Residential Unit shall inspect such Residential Unit prior to the Closing Date and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Residential Unit in good condition and in accordance with the terms of the Plan, provided that if Purchaser finds that Sponsor's improvements have not been completed as described in the Plan then Sponsor and the Purchaser in question will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Residential Unit by Sponsor following the Closing Date. Sponsor shall have no obligation to complete any work described herein which is not specifically designated by the Purchaser on the inspection statement. Sponsor shall not place into escrow any funds for the completion of the work designated on the inspection statement. A Purchaser shall receive notice that a Residential Unit is available for inspection pursuant to this Paragraph. A Purchaser who fails to inspect such Residential Unit within five (5) business days of receipt of such notice shall be deemed to have accepted the Residential Unit in good condition and in accordance with the terms of the Plan, and neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall have any obligation to complete any work described therein, including but not limited to any work set forth in an inspection statement. Any work items added by Purchaser to the inspection statement after the closing of title shall not be considered part of the inspection statement and neither Sponsor nor its contractors, subcontractors, principals, managers or members shall have any obligation to perform such work.

Notwithstanding anything to the contrary set forth above, in no event shall the Sponsor, its principals, managers, members, agents, designees, employees or affiliates or the Selling Agent 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 on sheet rock walls, lumber shrinkage, door sticking or window sticking due to weather, door warpage, cracks in any grouting, scratches in formica or porcelain surfaces, bath and kitchen title grouting, adjustment of any bi-fold 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 payers, or concrete cracks which do not impair the structural soundness of the Building, (iv) variations in or sloping of any floor levels or gapping, (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, mars, 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, marble floors, 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, stone or tile used in bathrooms or cracks, variations in tone, finish or color of vanity tops or other marble aggregate surfaces, (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 shall be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair shall be made by filling the stone or formica or refinishing the porcelain, but neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall be obligated to replace such stone, formica or porcelain surfaces. Sponsor's agreement to perform any punchlist work shall not expand its liability under this Plan. Sponsor reserves the right to substitute any punchlist item for a credit or cash payment based on a bid from Sponsor's own vendor to fix said punchlist item. Sponsor shall have no responsibility for any condition in any Unit that is resold by a Purchaser from the Sponsor.

No Unit Owner may make any structural alterations, addition, improvement or repair to such Unit Owner's Unit or the Building without the prior written approval of the Condominium Board.

STATUS OF TITLE AT CLOSING

The ownership of the conveying Unit to the Purchaser will contain the provisions set forth in subdivision 5 of Section 13 of the Lien Law, and will convey title free and clear of all liens, encumbrances and title exceptions other than those described in the proposed Unit deed and the title exceptions and other matters set forth below (collectively the "Permitted Encumbrances"):

1. State of facts shown on survey made by Earl B. Lovell dated June 12, 1912 and a line survey made by Earl B. Lovell – S.P. Belcher, Inc. dated September 8, 1952 both redated by visual examination of Earl B. Lovell – S.P. Belcher, Inc. on May 28, 1996 and both last redated by Earl B. Lovell – S.P. Belcher, Inc. on July 25, 2005, and any additional state of facts which an accurate survey would show since that date.

2. Zoning and building laws, ordinances, resolutions, restrictions and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the Building.

3. The Declaration and By-Laws, Maps and Floor Plans to be recorded and filed in the New York County office of the Register of the City of New York, as the same may be amended from time to time and the terms, covenants and conditions of the Offering Plan and amendments thereto.

4. Power of Attorney from Purchaser to the Condominium Board of Managers, the Sponsor and the Commercial Unit Owners.

5. Easement in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, existing as a result of construction or renovation of the Building, or which may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements made by or with the consent of the Sponsor or the Board of Managers after damage or destruction by fire or other casualty after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements, made by or with the consent of the Sponsor or the Board of Managers, so that any such encroachments may remain so long as the Building shall stand and so long as same does not affect the use of the Unit for its intended purpose.

6. Any easement or right of use required by Sponsor, its designees and their assigns, invitees, licensees, contractors and employees in, over, above and across all areas of the Property for construction, installation, maintenance, ingress to and egress from and the right to use all areas and facilities in, on, appurtenant to or servicing the Property, and to obtain temporary, permanent or amended certificate(s) of occupancy for the Building or any part thereof and to erect and maintain signs on the Property for the purpose of advertising the sale and/or leasing of Units (see also "Rights and Obligations of Sponsor").

7. Encroachments of trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or premises abutting the Property, and the rights of governmental authorities to

require the removal of any such projections, and variations between record lines of the Property and retaining walls and the like, if any, so long as same do not interfere with the use and occupancy of the Unit.

8. Leases and service, maintenance, employment, concessionaire and license agreements contemplated by this Plan.

9. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided that apportionment of same is adjusted as provided in this Plan.

10. Easements in favor of the other Unit Owners to access and use the pipes, wires, ducts, conduits, cables, public utilities and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units, easements in favor of the Board of Managers and Sponsor for access to Units and Common Elements, and any other easements described in the Offering Plan, as it may be amended.

11. Any easement or right of use created in favor of any public utility company for electricity, steam, gas, telephone, water or other service, and the right to use, maintain and repair wires, cables, terminal boxes, lines, service connections, poles, mains, facilities and the like upon, under and across the Property.

12. Franchise taxes, if any, provided the Title Company will insure that such taxes cannot be collected from the Unit.

13. Standard printed exceptions to the NYBTU or ALTA policies of title insurance.

14. Any Certificate of Occupancy for the Building, so long as the same permits or does not prohibit the use of the Unit for its stated purposes.

15. Any lease or other occupancy agreement for the Unit made by Sponsor and Purchaser.

16. Any violations against the Property which are not specific to only the Unit.

17. Variations between tax map and premises.

18. Any other covenants, restrictions, easements, or other encumbrances (other than for the payment of money) provided same do not prohibit the existence and use of the Unit for residential or commercial purposes, as the case may be.

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

20. Any lien, encumbrance, or condition not included in the liens and encumbrances listed above either (i) for which the instrument required to remove it of record has been delivered to the Title Company for recording in the proper office, together with the requisite recording or filing fees or delivered to the representative of Purchaser's title insurance company (or, if none, to Purchaser's attorney); or (ii) as to which the Title Company will to insure (without additional premium) that such lien or encumbrance will not be collected out of or enforced against the Unit; or (iii) as to which the Sponsor, at its sole option, pays and discharges from monies paid by Purchaser at closing.

21. The Restrictive Declaration and Side-Letter Agreement to be recorded prior to the First Unit Closing.

22. Designation of the Premises as a Landmark Site and Landmark Designation recorded October 13, 1989 in Reel 1628, Page 1160.

Sponsor shall be entitled to adjourn the closing to remove or correct any title exception that cannot be dealt with as set forth above.

If requested by the Purchaser, the Title Company will agree to insure upon Purchaser's payment of the premium for such insurance (see estimate of such cost described in "Closing Costs and Adjustments"), (i) that Purchaser has fee title to the Unit, free and clear of liens and encumbrances except those set forth in the Plan, as amended, and subject to the terms of the Declaration and By-Laws, and any mortgage or other encumbrance created by the Purchaser and (ii) that the Unit is part of a validly created condominium. As a result, Sponsor is not obligated to cause Purchaser's title company to omit any exception if the Title Company is willing to insure, without additional premium, Purchaser's title with such exception. Purchaser will be responsible to pay to the title company the entire premium for Purchaser's title insurance. Purchaser may obtain title insurance from any title insurance company or abstract company or not obtain any title insurance at all, at Purchaser's sole discretion (unless Purchaser's lender shall require Purchaser to purchase title insurance covering such lender).

CLOSING COSTS AND ADJUSTMENTS

As more particularly set forth in the Purchase Agreement, in addition to Purchaser's own legal fees, Purchaser will pay the closing costs set forth below at the time of the closing of title of the Purchaser's Units. Recording charges, fees and taxes are based on rates in effect on the date of the Plan and are subject to change without notice:

(a) A contribution to the working capital fund of the Residential Section in an amount equal to two (2) months' Residential Common Charges then applicable to each Unit being purchased.

(b) Purchaser will pay the premium for title insurance, which will vary depending upon the purchase price of the Residential Unit. If Purchaser elects to obtain fee title insurance from Royal Abstract of New York LLC ("Royal"), having an office at 500 Fifth Avenue, Suite 1540, New York, New York 10110, Tel: (212) 376-0900; Fax: (212) 376-0911, the premiums as of the date of this Plan will be reduced by reason of the reissue credit arising from the initial sale of the Unit by Sponsor. As of February, 2006, the discounted premium for owner's title insurance is the sum of $281 for the first $35,000 of fee insurance plus from $4.67 for each $1,000 of additional fee insurance up to $50,000. For additional rates, please refer to the schedule below.

FEE AMOUNT	PREMIUM				
$ 50,000.00	$ 351	+	3.80	per thousand up to	100,000.00
100,000.00	541	+	3.05	per thousand up to	500,000.00
500,000.00	1762	+	2.79	per thousand up to	1,000,000.00
1,000,000.00	3157	+	2.57	per thousand up to	5,000,000.00

(c) If a purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance from Royal, the premium for the mortgage title insurance will be at a simultaneous rate. The premium for mortgage title insurance will be computed using the "Basic Rate" schedule as described below. The premium on the amount of the loan policy that does not exceed the owner's policy shall be calculated at thirty percent (30%) of the regular scheduled rate for loan policies as outlined on the schedule below.

LOAN AMOUNT	PREMIUM				
$ 35,000.00	$73	+	1.17	per thousand up to	50,000.00
50,000.00	90	+	.95	per thousand up to	100,000.00
100,000.00	137	+	.77	per thousand up to	500,000.00
500,000.00	445	+	.70	per thousand up to	1,000,000.00
1,000,000.00	795	+	.64	per thousand up to	5,000,000.00

(d) A fee for recording the Residential Unit Deed and Residential Unit Power of Attorney. Royal charges $32.00 as a base recording charge plus $5 per page plus $30.00 documents service charge and charges a mortgage recording fee (if any) at a rate

of $32.00 per instrument plus $5 per page and a $30.00 document service charge. Each title company establishes its own additional service and surcharges in this regard;

(e) If Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s);

(f) The New York City Real Property Transfer Tax ("RPT Tax"), which currently, for the purchase of a single Unit is one (1%) percent of the purchase price of a Unit $500,000 or less (1.425% of the purchase price if over $500,000), and the New York State Documentary Stamp Tax ("NYS Tax"), presently $2.00 for each $500.00 (or part thereof) of the purchase price of a Unit. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the consideration subject to tax. Therefore, the steps to compute the tax are:

(i) Multiply the purchase price by the RPT Tax rate to compute the City tentative tax.

(ii) Multiply the purchase price by the NYS Tax rate to compute the tentative NYS Tax.

(iii) Add the tentative taxes to the purchase price.

(iv) Multiply (iii) by the RPT Tax rate to determine the RPT Tax payable.

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

Example:

Purchase price = $1,500,000.00

(1)	$1,500,000.00 x 1.425%	= $	21,375.00
(2)	$1,500,000.00 x .4%	= $	6,000.00
(3)	$1,500,000.00 + $27,375	= $	1,527,375.00 ("Adjusted Purchase Price")
(4)	$1,527,375.00 x 1.425%	= $	21,790.09 (inc. $25.00 filing fee for RPT)
(5)	$1,527,375.00 x .4% (rounded up to nearest $500)	= $	6,110.50
(6)	$1,527,375.00 x 1%	= $	15,273.75 (the "Mansion Tax" – see below)

Where a purchaser purchases two or more Units the NYC RPT Tax rate where the consideration is $500,000 or less will be 1.425%, while the tax rate where the consideration is in excess of $500,000 will be 2.625%. The City of New York Department of Finance has recently taken the position that the consideration for the transfer of each Unit is not

aggregated for purposes of determining total consideration. There is no guarantee that The City of New York will not change its positions with respect to the purchase of multiple Units by the same purchaser.

(g) If the purchase price of the Residential Unit is $1,000,000 or more, the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax", currently one (1%) percent of the purchase price. Purchase price and transfer taxes payable by purchaser are added together by NYS Department to arrive at total consideration. Therefore, a residential unit priced at $985,000, where purchaser pays transfer tax, would subject purchaser to liability for Mansion Tax as the aggregate of price plus tax would exceed $1,000,000.

(h) The legal fees of Sponsor's attorneys in the amount of $1,750 will be payable by a purchaser to Wolf Haldenstein Adler Freeman & Herz LLP. All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of each Purchaser. In addition, Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Wolf Haldenstein Adler Freeman & Herz LLP, in connection with the closing of title to Purchaser's Unit: If the Purchaser requests the Closing to occur other than at the offices of Wolf Haldenstein Adler Freeman & Herz LLP or such other place as Sponsor may designate in its closing notice and Sponsor consents to such change, an attendance fee of $500 for each Closing held within Manhattan and $750 for each Closing held in any borough outside Manhattan. In addition, if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, the reasonable fee of Sponsor's counsel, payable in advance, for preparation of an assignment agreement. Purchaser may pay more than one fee pursuant to this paragraph with respect to a single Unit (but not in excess of $2,000). In addition to an attendance fee in connection with a completed Unit transfer, Sponsor's attorneys shall also be entitled to an attendance fee if they attend a scheduled closing but the closing is adjourned due to Purchaser's failure to comply with its closing obligations, the determination of which shall be within the sole discretion of Sponsor's attorneys. In addition, more than one assignment fee shall be payable if Sponsor consents to more than one request.

(i) If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording tax, origination, appraisal and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and such lender. Currently, the mortgage recording tax for mortgages under $500,000 is $2.05 for each $100 of principal and such tax for mortgages in the amount of $500,000 or greater is $2.175 for each $100 of principal. This tax is reduced for Residential Units in both instances by $25.00 if the mortgage principal exceeds $10,000. No representation or warranty is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage loans from any sources. As previously stated in paragraph (e) above, if a mortgage tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, such credit will inure solely to the benefit of Sponsor. Accordingly, at Closing, each Purchaser utilizing mortgage financing will pay the full amount (but not in excess thereof) of the mortgage

recording tax chargeable on the entire amount being financed and Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

In addition to the above-specified costs and expenses, a mortgage on a Unit may provide that the Unit Owner deposit monthly with the lender one-twelfth (1/12) of the estimated annual real estate taxes and tax assessments which are assessed or to be assessed against the Unit, together with one-twelfth (1/12) of the annual fire and casualty insurance policy premiums for the Unit, or other amounts, and, at Closing, Purchaser may be required to deposit with the lender a multiple of the aggregate of such one month's real estate taxes, tax assessments and insurance premiums, or other amounts, in order that sufficient funds will be available for the lender to pay the same when due.

In the event Purchaser obtains a mortgage loan commitment to purchase a Unit, and (a) does not close on the purchase of the Unit before the expiration of the commitment, even if Sponsor is not ready to close on the Unit because of lack of a temporary certificate of occupancy or otherwise, and (b) incurs any additional fees to extend the commitment or obtain a new commitment from the same or another lender, or incurs any additional fees, costs or expenses in connection with any delay in the anticipated or scheduled closing date (including, but not limited to, increases in interest rates or additional "points" or extension fees levied by the lender), or loses its commitment, Purchaser must pay all such fees or costs incurred by or imposed upon Purchaser. Neither Sponsor, its principals, managers or members, agents, selling agents, construction managers, contractors, subcontractors and/or counsel shall be responsible for the payment or reimbursement of any such fees or costs incurred by or imposed up on the Purchaser, or any other such loss.

Example: Mandatory Closing Costs

Purchaser will pay the following mandatory Closing costs based on rates in effect in January, 2006 and assuming the Purchase Price is $1,500,000 and the form of documents in the Part II of this Plan are used (all amounts are approximate and rounded to the nearest whole dollar).

(1) Fee to record Unit deed (assuming 8 pages + 1 cover page) and Unit Owner's Power of Attorney (assuming 7 pages + 1 cover page) at a rate of $30 for each instrument plus $5 per page, plus an additional $32 for recording each instrument.	$209.00
(2) Title insurer's service charge and recording fee to record the Unit deed and Unit Owner's Power of Attorney	60.00 (estimated & approximate)
(3) New York State transfer tax (also called the documentary stamps) at the rate equal to the Adjusted Purchase Price (see Example above) x .4% (rounded up to the nearest $500) plus a "Mansion Tax" of 1% of the Adjusted Purchase Price (if the Adjusted Purchase Price is $1,000,000 or more)	21,384.00
(4) New York City transfer tax (at the rate of 1% of an Adjusted Purchase Price of $500,000 or less, or at the rate of 1.425% of an Adjusted Purchase Price of more than $500,000)	21,790.00

Total projected mandatory Closing costs:	$43,443.00* (estimated & approximate)

* Note: This figure does not include the required Working Capital Fund payment equal to two (2) month's projected Common Charges and the legal fee due Sponsor's attorneys. In addition, governmental recording fees may vary from time to time. Title company service charges (if any) may also be imposed depending on the title agent or insurer.

Example: Elective Closing Costs

Assuming the purchase of the Unit is financed with a mortgage loan for 80% of the Purchase Price (or $1,200,000) and both fee and mortgage title insurance are obtained simultaneously for Purchaser and Purchaser's mortgage lender, Purchaser would pay the following projected elective Closing costs based upon rates in effect as of October, 2004 (all amounts are approximate and rounded to the nearest whole dollar):

(1)	Mortgage recording tax (at a rate of 2.05% of the mortgage – if less than $500,000 – or 2.175% of the mortgage – if $500,000 or more), minus $25 and minus .25% payable by the mortgage lender before deducting the statutory credit against the mortgage tax credit payable to Sponsor.	$23,075.00
(2)	Mortgage recording fee (assuming 20 pages) at the rate of $32 per instrument, $5 per page.	132.00
(3)	Municipal charge to record the mortgage tax credit affidavit.	25.00
(4)	Premium for simultaneous fee ($4,436) and mortgage ($919) title insurance	5,355.00
(5)	Other projected potential mortgage loan costs (assuming: "points" of 1% of mortgage amount, appraisal of $250, lender's legal fee of $750, UCC-1 filing fee of $70 and $200 allowance for miscellaneous expenses)	13,370.00*
(6)	Allowance for title closer gratuity and contingencies.	250.00
	Total projected elective closing costs:	$42,207.00 (estimated and approximate)

* Note: This projection does not include: (a) escrows for real estate taxes, Common Charges or other sums that might be required by Purchaser's mortgage lender, (b) a travel fee to Sponsor's attorneys in the event the Purchaser's lender or its counsel refuses to close at the office of Sponsor's attorneys or (c) a fee to any attorney Purchaser may engage.

Purchaser's actual Closing costs will be based upon the applicable governmental and title company rates in effect on the Unit Closing Date.

The foregoing projection of mandatory and elective Closing costs are not guaranteed. Although the projections are believed to be reasonable, there are a number of unknown factors (such as the mortgage loan Closing costs, which may vary widely amongst different lenders). As a result, the actual Closing costs may be higher or lower, perhaps substantially, than those projected.

All legal costs, fees and expenses of Sponsor's attorneys, other than those specifically set forth above, will be the sole responsibility of Sponsor.

At Closing, adjustments will be made as of midnight of the day preceding the Closing Date between Sponsor and each Purchaser with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed) on the basis of the period for which assessed, (b) Residential Common Charges for the month in which title closes and (c) accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering Purchaser's Residential Unit. In the event the Units have not been separately assessed for real estate tax purposes prior to the First Closing, each Unit Owner will pay a pro rata share (in the proportion that such Unit's Residential Common Interest bears to the aggregate Residential Common Interest of all Residential Units) of all real estate taxes with respect to the Property to the Condominium Board as Common Charges (please refer to Schedule A for an estimate of real estate taxes payable during the first year of Condominium operation). The Condominium Board will pay such taxes either to the Finance Administration of The City of New York or directly to Sponsor if Sponsor has already paid such real estate taxes. If any Unit Owner fails to pay his pro rata share as set forth above, the Condominium Board will have a lien on such Unit for non-payment of Common Charges. (See the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers--Common Charges: Collection and Lien for Non-Payment" for further discussion.) At such time as a Unit is separately assessed and separately billed, its Unit Owner will pay such taxes directly to the taxing authority.

If a Purchaser fails for any reason to close title to his or her Residential Unit on the originally scheduled Closing Date, (a) the closing apportionments described above will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and this Plan, an amount equal to 0.03% of the purchase price of his or her Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date.

Except as specifically set out in this Plan, Sponsor must pay all costs and expenses incurred in connection with the promulgation and consummation of this Plan, the creation of the Condominium and the initial sale of Residential Units, including, but not limited to, all selling expenses and commissions payable to Selling Agent for the initial sale of Residential Units pursuant to this Plan, advertising, printing and architects' fees, the fees of Sponsor's attorneys, engineering and appraisal costs and governmental filing fees, whether incurred prior or subsequent to the effective date of the Plan, in connection with the obligations of Sponsor (see the Section entitled "Rights and Obligations of Sponsor").

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor's Obligations with Respect to the Building

Subject to the terms and conditions of the Plan, Sponsor shall have the following obligations and all Purchasers upon execution of their respective Purchase Agreements will be deemed to have accepted, approved and agreed to abide and be bound by the following:

(a) Sponsor will diligently, expeditiously and at its sole cost and expense, perform or cause to be performed such work, and will supply or cause to be supplied all materials, necessary to complete construction of the Building substantially in accordance with the Plans and Specifications. Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of any insubstantial variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Plan. Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details), provided, however, that:

(i) any materials, appliances, equipment and fixtures which Sponsor may substitute shall be similar products of substantially equal or better quality or design; and

(ii) Sponsor shall not substantially (1) change the size or location of the Units, other improvements or Common Elements or (2) make any changes that affect the percentage of common interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect, unless all affected Unit Owners and contract vendees consent in writing to such change.

Under the present construction schedule, it is anticipated that, except for finishing work to stairways, hallways and other areas of the Building which are not intended for the exclusive use of any one Unit Owner and specialized work, if any, which Sponsor agrees to perform in individual Units at the request of Residential Unit Owners, a first temporary certificate of occupancy could be issued on or about January 1, 2008 and the Building will be substantially completed on or about January 1, 2008, subject to Unavoidable Delays. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates, however, make any warranty or representation as to the date of substantial completion or the issuance of the first temporary certificate of occupancy.

(b) Sponsor will obtain a temporary or permanent certificate of occupancy for the Building. A permanent Certificate of Occupancy is required for permanent residential use of the Building and the Residential Units. Temporary residential use of the Building is permitted upon the issuance of a temporary Certificate of Occupancy, but if a temporary Certificate of Occupancy, which may be extended up to a total of two years, expires prior to obtaining a permanent Certificate of Occupancy, residential occupancy of the condominium will be in violation of the Multiple Dwelling Law, subjecting the occupants of the Building, the Residential Unit Owners and the Condominium Board to penalties under the Multiple Dwelling Law, including, possibly, the eviction of residential occupants in the event there exists a dangerous condition. Neither Sponsor nor

its principals, managers, members, agents, designees, employees or affiliates make any representation or guarantee that the Department of Buildings will issue a permanent certificate of occupancy within two (2) years after issuance of the first temporary certificate of occupancy. No Unit Owner may perform any work or obtain any permits for his Unit which may affect Sponsor's ability to obtain a temporary or permanent certificate of occupancy for the Building.

(c) Sponsor will obtain the CPC Authorization and perform the work set forth in paragraph 2.1(a) of the Restrictive Declaration.

(d) In the event that a closing takes place prior to the issuance of a permanent Certificate of Occupancy for the Unit, Sponsor shall maintain all deposits and funds in the special escrow account required by Section 352-e(2)(b) of the New York General Business Law unless the Sponsor's engineer or architect certifies that a lesser amount will be necessary to complete the work necessary to obtain a permanent Certificate of Occupancy for the Unit, in which case the sum exceeding the amount so certified by the Sponsor's engineer or architect may be released from escrow. Alternatively, Sponsor may deposit with the escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount so certified, in which event same will be reflected by duly filed amendment to the Plan. Any amount held in escrow, in excess of the amount certified as reasonably necessary to complete the work needed to obtain the permanent Certificate of Occupancy, can be released from escrow from time to time upon the receipt by Escrow Agent of a request by Sponsor. In the event that the Condominium Board or a Unit Owner causes Sponsor to be delayed in obtaining a permanent Certificate of Occupancy, the funds in escrow shall be released.

(e) Each Residential Unit and the fixtures and personal property contained therein are being sold and delivered as described in the Plan, at the time of transfer of title to such Residential Unit, unless Sponsor and Purchaser otherwise agree. Sponsor will maintain each Residential Unit, and the fixtures and personally contained therein, up to the time of the transfer of title to the Unit in question. The Purchaser of a Residential Unit shall inspect such Unit prior to the Closing Date and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if the Purchaser finds that Sponsor's improvements have not been completed, although such improvements have been substantially completed, then Sponsor and the Purchaser in question will immediately thereafter agree to include on the inspection statement a list of incomplete work of a nature to be completed in the Unit by Sponsor following the Closing for the Unit in question. The failure of Sponsor to complete such work shall not be a ground for Purchaser delaying the Closing. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall have any obligation to complete any work described herein which is not specifically designated in writing on the inspection statement by the Purchaser and provided to Sponsor or its designated representative, except for work necessary to cure violations and to obtain a temporary or permanent Certificate of Occupancy. Sponsor shall not under any circumstances place into escrow any funds for the completion of the work designated on the inspection statement. Purchasers who close during construction or renovation of other Units and Common Elements acknowledge that their enjoyment of their Units may be interrupted by

construction, noise, vibrations, odors, dust or debris and possible interruption in services, as is common in construction or renovation projects, and neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall be responsible for any claims relating thereto.

(f) Following the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Condominium Board, on behalf of all Unit Owners the right to proceed under any assignable warranties and other undertakings received by Sponsor from contractors, materialmen or others in connection with the construction and equipping of the Building, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit of a Purchaser shall be assigned to such Purchaser on the date of closing of title to his Unit. Purchasers should be aware that warranties vary in length, depending partly on when the appliances, equipment and fixtures covered by such warranties are first installed. Neither Sponsor nor its principals, members or managers make any representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit.

(g) Sponsor shall not be obligated to correct, repair, or replace any and all defects relating to construction of the Residential Units, the General Common Elements, the Residential Common Elements and the Residential Limited Common Elements, or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates will warrant the materials or workmanship of any Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (GBL Article 36-B) is not applicable to this offering because such law is applicable to units in buildings of five stories or less. If any warrantor is unable to perform under its warranty due to inability, unwillingness or any other reason, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall under any circumstances be considered or deemed a successor warrantor. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates has any obligations or responsibilities with respect to such warranties, or the work or item warrantied, even if the warrantor goes out of business, declares bankruptcy or simply fails to fulfill the conditions of the warranty. Notwithstanding the foregoing, the Sponsor's obligation, regardless of any limitations in the warranty or in this Plan, shall be to rehabilitate the Building in accordance with all applicable codes and filed plans and specifications, and any conflict between the disclaimers in this Plan and the Sponsor's obligation to rehabilitate the Building in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of said codes, filed plans and specifications.

Nothing contained herein shall be construed to render Sponsor, its principals, managers, members, agents, designees, employees or affiliates liable for any damages, including but not limited to, consequential damages (whether based on negligence, or breach of contract, warranty or otherwise), it being intended that Sponsor's sole obligations pursuant to this section of the Plan shall be to repair or replace, at Sponsor's sole option, any defective item of construction (arising as a result of substantial and material defects or as a result of improper workmanship) subject to the terms and conditions (and within the time limits) set forth in this section of the Plan. The execution

by Sponsor's principals, managers, members, agents, designees, employees or affiliates of any certifications made in connection with this Plan shall not make Sponsor's principals, managers, members, agents, designees, employees or affiliates liable or responsible for any obligations of Sponsor as contained herein.

Notwithstanding any provision to the contrary herein, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall be obligated to correct, and shall not be liable to any Purchaser as a result of any insubstantial variations from the Plans and Specifications or the descriptions of the Building or a Unit set forth in the Plan or variations from the Plans and Specifications or description of the building or a Unit set forth in the Plan which are not in violation of applicable law.

The Condominium is required to maintain and manage the Building, to keep the Common Elements therein clean and properly lighted, to keep structural and mechanical equipment in good working order, and to repair those portions of the Building which are not required to be maintained by particular Unit Owners. Sponsor's warranty as set forth in the Plan will not be applicable to any defects caused by the negligence or lack of maintenance of the Units or Common Elements by the Unit Owners or the Condominium.

(h) Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following:

1. any condition resulting from normal wear and tear or natural deterioration from the normal movement, settlement and shrinkage or expansion of the Building and/or building materials;

2. defects of an insubstantial nature such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile, porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment of bi-fold doors, walls not square, electrical plates or signs not straight, discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of stone tiles in gardens or kitchens;

3. 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;

4. deviations in the level of ceilings and imperfections in ceiling finishes;

5. imperfections in painting finishes including, but not limited to, variances in color or texture;

6. deviations in the levelness of floors, or buckling, gapping or sinking due to expansion or shrinkage;

7. alignment of bathroom finishes and variation in grouting or tile thickness;

8. air infiltration and water infiltration from windows in accordance with the Architectural Aluminum Manufacturers Condominium Standard A-Z;

9. noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including cellar boilers, cooling tower compressors, exhaust fans, elevator machine rooms and other equipment;

10. floor noises and creaking;

11. carpet or floor discoloring or stretching;

12. variations in width, length, thickness, finish, gaps or color range of wood flooring;

13. minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other defects in windows, window glass, frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and counter tops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;

14. after the Unit closing, paint touch-ups, repair dented appliances, or replace light bulbs;

15. variations in tone or color of marble or stone or variations in tone or color of vanity tops or countertops or other marble, stone or tile surfaces;

16. leaching or color variation in exterior color mortar and colored brick, and dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;

17. ponding and/or controlled drainage on the roof or terrace surfaces;

18. television, radio or other telecommunications reception;

19. discoloration to hardware and plumbing finishes;

20. stains, runs, lumps, shags or imperfections in weave in fabric panels;

21. terrace tiles or pavers not laid flat, or color variation in tiles, pavers or mortar, or stained tiles or pavers; or

22. any other imperfection or defect, except as expressly warranted pursuant to this Plan.

Sponsor shall have discharged its obligation to repair abnormal scratches in tile, stone, wood, metal, plastic, glass, vitreous china, porcelain, stainless steel or other surfaces by filling or refinishing and neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall be obligated to replace any surfaces. Notwithstanding the foregoing, the Sponsor's obligation, regardless of any limitations in the warranty or in this Plan, shall be to rehabilitate the Building in accordance with all applicable codes and filed plans and specifications, and any conflict between the disclaimers in this Plan and the Sponsor's obligation to rehabilitate the Building in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of said codes, filed plans and specifications.

(i) Prior to the Closing of title for each Unit, Sponsor will cause such Unit and its appurtenant Common Interest, benefits, rights and easements as described in the Declaration and By-Laws to be released from the lien of any mortgages or security agreements encumbering the Unit (other than any mortgage or security agreements obtained by the Purchaser).

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

(k) Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction and equipping of the Building in accordance with the New York Lien Law, for work performed and fixtures, material and equipment supplied or installed during construction thereof and will cause any and all mechanics' liens arising out of such construction and equipping, if any, to be discharged by bonding, or otherwise, promptly after the filing of any such liens.

(l) Following the issuance of a permanent Certificate of Occupancy for the Building, Sponsor will deliver to the Condominium Board a complete set of mechanical, electrical and plumbing drawings for the entire Building.

(m) Sponsor will pay all Common Charges, special assessments and real estate taxes allocated to any Unsold Residential Units in accordance with the provisions of the By-Laws. Sponsor represents that it has the financial resources to meet such obligations with respect to Unsold Residential Units. Sponsor will fund its financial obligations from proceeds from the sales of offered Residential Units, rental income from Unsold

Residential Units, and financing. No bond or other security will be posted by Sponsor with respect to this obligation.

(n) Sponsor will initially procure on behalf of the Condominium Board the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-Laws (see the Section entitled "Rights and Obligations of Boards of Managers") the cost of which insurance has been reflected in the Projected Budget set forth in Schedule B.

(o) Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection, by prospective Purchasers and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six years from the date of the recording of the Declaration. In addition, a set of Floor Plans showing the layout, location and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

(p) Sponsor may dissolve or liquidate at any time. In the event of such an occurrence or the transfer to an investor of ten (10) or more Units or twenty (20%) percent of the Units in the Condominium, whichever is less, in connection with Sponsor's liquidation of its interest in the Residential Units, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Units under this Plan, applicable law or regulations. Neither the members nor principals of Sponsor shall be held liable in the event that Sponsor dissolves or liquidates.

(q) All representations under the Plan, all obligations pursuant to the GBL and such additional obligations under the Plan which are to be performed subsequent to the closing of each Unit will survive delivery of the deed.

(r) Until Sponsor has sold its last Unit in the Premises, Sponsor may, at its sole discretion, post, hang and affix "For Sale" signs on the building façade enclosing the Residential Section or entrance thereof, of a type, size and quality determined by Sponsor.

(s) Real Property Law Section 339-kk is intended to provide financial protection for a condominium if a non-occupying Owner fails to make required monthly payments for a dwelling unit which is sublet.

The law provides in pertinent part, as follows:

1. If a Unit Owner who does not occupy the Unit rents any dwelling unit 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 following the earliest date payment

is due, then, upon notice from the Board of Managers as described below, all rental payments due from the tenant shall be payable directly to the Condominium.

2. If 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 following the earliest date they were due, 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 and/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. Where a majority of the Board of Managers has been elected by and from among the Unit Owners who are in occupancy of their Units, the Board may elect not to require that rental payments be made payable to the Condominium.

3. 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 by the Board of Managers 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 said non-occupying Owner's designated agent.

4. A non-occupying Owner who disputes the Board of Manager's claim to a rental payment pursuant to this law 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.

5. Payment by a rental tenant to the Condominium made in connection with said section shall relieve the tenant from the obligation to pay such rent to the non-occupying Owner, and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying Owner against such tenant for such rent.

6. Nothing in the statute shall limit any rights of Unit Owners or the Board of Managers existing under any other law or agreement.

(t) Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates make any express or implied representations or express or implied warranties except as provided in this Offering Plan. Any claim based upon Sponsor's representations of the condition of the Building, the Units and their equipment or appliances or the Common Elements or upon Sponsor's obligations referred to in the Offering Plan in "Rights and Obligations of Sponsor" must be presented by written notice by the Condominium Board only, and to Sponsor: (a) in the event of a defect concerning

the Common Elements, one (1) year from the date earlier to occur of the issuance of a temporary Certificate of Occupancy for the Building or the date of substantial completion of the portion(s) of Common Elements which is claimed to be defective; or (b) in the event of a patent defect concerning the Unit, within six (6) months from the earlier of the date of closing of the Unit or the date of the execution and delivery of an interim lease or license for the Unit; and in the event of a latent defect concerning the Unit, within six (6) months from the earlier of the date upon which the defect was discovered or should have been discovered.. Notwithstanding the foregoing, the statute of limitations for lawsuits regarding breach of contract is six years, and the Sponsor is contractually obligated to construct the building in accordance with all applicable codes and filed plans. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall be liable to the Condominium Board or the Purchaser for any matter as to which an assignable warranty, guarantee or bond has been assigned to the Board or to Purchaser and, in such case, the sole recourse of the Board or Purchaser, as the case may be, shall be against the warrantor, guarantor or obligor, as the case may be, except that in the event that a contractor or subcontractor shall not be excused from its obligations enumerated in this section of the Offering Plan. Nevertheless, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall, under any circumstances, be liable with respect to equipment as to which assignable warranties or guarantees are transferred to the Purchaser even if such warranties or guarantees become or remain unenforceable for any reason whatsoever. Purchaser agrees: (i) to purchase the Unit, without offset or any claim against, or liability of Sponsor, whether or not any layout or dimension of the Unit or any part thereof or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and filed in the City Register's Office, is accurate or correct provided the layouts and dimensions conform substantially to such Floor Plans; and (ii) that Purchaser shall not be relieved of any of Purchaser's obligations by reason of any minor inaccuracy or error in such Floor Plans. Sponsor will endeavor in good faith to sell all of the Residential Units in a timely manner however, there is no certainty as to the period of time required to sell all of the Residential Units.. If Sponsor makes a bulk sale of all or some of its unsold units, the transferee successor sponsor shall be bound by Sponsor's representations regarding its commitment to sell Residential Units and shall assume all of Sponsor's obligations and responsibilities under the Plan. Sponsor's construction financing does not contain a minimum number of units to be sold before the Plan can be declared effective or provisions relating to the renting of Units. Sponsor is retaining the unconditional right to rent rather than sell Units and thus 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. Since Sponsor is retaining the unconditional right to rent rather than sell Units, Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of this Plan.

Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Residential Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Unsold Residential Units. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Residential Unit for its permitted purposes, however, Sponsor will have no obligation to move a Unit Owner's personal property or to pay for the cost of moving same. If reasonable care under the circumstances is

exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor, its principals, managers, members, agents, designees, employees or affiliates liable for any damage to the Unit or to the personality or fixtures contained therein. In the event that a Purchaser does not permit access to that Purchaser's Unit by Sponsor or its contractors, subcontractors, agents and employees after written request, Sponsor shall have no obligation to perform any alterations or repairs in that Purchaser's Unit. Notwithstanding the foregoing, a Unit Owner must provide immediate access to Sponsor's contractors to complete punchlist work. In the event that access to the Unit is repeatedly denied by Unit Owner, Sponsor has the option, in its sole discretion, to credit Unit Owner with the cost of the remaining punchlist work as determined by Sponsor's architect, and Sponsor shall have no further obligation to complete any punchlist work in the Unit.

The foregoing sets forth the entire obligations of Sponsor, its principals, managers, members, agents, designees, employees or affiliates hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Residential Unit Owners under their respective Purchase Agreements. Obligations of Sponsor hereunder with respect to the Residential Section and the Common Elements shall be enforceable by the Condominium Board on behalf of all Unit Owners. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall have any obligation to any Purchaser of a Unit other than the Purchasers to whom Sponsor sold Units.

Except as set forth above or as required by law or governmental regulation, Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. The ability of Sponsor to perform its obligations hereunder will partly depend upon its financial condition at the time it is called upon to perform. No representation can be made that it will be financially able to perform any or all of such obligations. In the event Sponsor is not financially able to perform its obligations under the Plan, sales will cease and the Plan will be amended to offer rescission to purchasers, if any.

Sponsor has obtained construction financing for the project as more fully set forth in the Section of the Plan entitled "Description of the Property and Improvements" and anticipates (but cannot guarantee) obtaining a permanent certificate of occupancy for the Building within two (2) years after the First Closing. No Unit Owner may perform any work or obtain any permits for his Unit which may affect Sponsor's ability to obtain a temporary or permanent certificate of occupancy for the Building. Sponsor's construction financing does not contain a minimum number or percentage of units which must be under contract before the Plan can be declared effective. The construction financing contains minimum release prices set by lender and a required minimum payment per sale which must be made to the lender in order for the lender to release its lien from the unit being sold.

Leasing and Use of Unsold Units

Sponsor reserves the right to unconditionally lease unsold Residential Units. Sponsor or its designee further reserves the right to use or occupy itself or to rent or lease to a tenant who is not a Purchaser (for such rent and term and on such other conditions as may be agreed to between such parties) any Residential Unit not conveyed or with respect to which a Purchase Agreement is not then outstanding and residents of the Condominium may be comprised of both Unit Owners and tenants. Accordingly, a Purchaser may be acquiring a Unit that has been

previously occupied, but such Unit will be delivered at Closing free and clear of all leases, tenancies and rights of occupancy.

Sponsor and its designee reserve the right, without prior notice or amendment to the Plan, to use Unsold Residential Units on any floor of the Building as sales and rental offices and model apartments for the Building. In the event Sponsor or its designee thereafter elects to sell any such Unsold Residential Units, Sponsor or its designee may require the purchaser thereof to purchase all or any of the equipment or decorations therein and pay, in addition to the purchase price for such Unit, such amounts as Sponsor may determine. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment imply or represent that any Residential Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Residential Unit to the Purchaser of the Residential Unit unless such Purchaser agrees to pay Sponsor an amount as determined by Sponsor in addition to the purchase price for such Residential Unit.

No Liability As To Retail or Office Units

Neither the Retail Unit nor the Office Unit is owned by Sponsor and neither is being offered for sale under this Plan. Sponsor has no liability for the condition of either the Retail or Office Unit nor is it responsible for the actions taken by the Owner of either. The Retail and Office Unit Owners shall not be responsible or liable for the acts, omissions or obligations of Sponsor, including (without limitation) the construction and rehabilitation of the Common Elements and the Residential Section.

CONTROL BY SPONSOR

Sponsor as the owner of Residential Unsold Units will, at its option, have voting control of the Condominium Board during the period which continues until the earlier to occur of: (i) the Sponsor and its designees as Holders of Unsold Units own less than fifty percent (50%) in number (20 units) and Common Interest of all Residential Units or (ii) five (5) years after the First Closing (the "Sponsor Board Control Period"). During the Sponsor Board Control Period of the Condominium Board, Sponsor would be able to control maintenance, facilities and services to be provided to Unit Owners, the Commercial Unit Owner and/or Residential Unit Owners as the case may be and would determine the Common Charges to be paid by all Unit Owners and the enforcement of Sponsor's obligations by the Board.

After the end of the Sponsor Board Control Period, a majority of the Condominium Board must be Residential Unit Owners who are unrelated to Sponsor and its principals; however, Sponsor, after the end of the Sponsor Board Control Period, may vote its interests for Unit Owners of its choice who are not affiliated with Sponsor. As a result, because Sponsor is not obligating itself to sell Units, it may, by virtue of its continuing right to vote, effectively control the Board of Managers for an indefinite period. Within thirty (30) days after the end of the Sponsor Board Control Period, the Sponsor will call a special meeting of the Unit Owners at which time the Unit Owners will elect members to the Condominium Board to replace the positions the Sponsor is relinquishing.

The Condominium Board shall initially consist of five (5) persons. Of those five (5) persons, three (3) will be designated by the Sponsor, one (1) will be designated by the owner of the Retail Unit and one (1) will be designated by the owner of the Office Unit. Notwithstanding the foregoing, the owner of the Retail Unit, at its sole election, shall have the right to appoint both individuals to the Condominium Board on behalf of the owners of the Retail and Office Units, unless that right is expressly waived in writing by the owner of the Retail Unit.

The Condominium Board will call for a special meeting of the Unit Owners to elect a new Condominium Board (the "First Annual Meeting") no later than one hundred and eighty (180) days after the First Closing. The First Annual Meeting shall be held not less than 10 days nor more than 40 days after such date.

Commencing with the First Annual Meeting, the Condominium Board shall consist of five (5) persons: three (3) members elected by the Residential Unit Owners, one (1) member designated by the Retail Unit Owner and one (1) member designated by the Office Unit Owner subject to the Retail Unit Owner's right to elect two members as described above. The number of Condominium Board members may not be changed except in accordance with the procedures described in the By-Laws.

At the First Annual Meeting and at all times thereafter, Sponsor may be able to elect members of the Condominium Board as a result of its ownership of or interest in Unsold Units. Sponsor shall retain voting control of the Condominium Board if Sponsor and its designees are able to cast sufficient votes at such meetings to establish such control. In addition, Sponsor, for so long as Sponsor owns at least two (2) Residential Units, shall have the right, at its option, to designate at least one member of the Condominium Board.

Until Sponsor or its designee has conveyed title to all the Units, but in no event later than five (5) years after the First Closing, whichever shall first occur, the Condominium Board may not take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Residential Unit, (b) assess any General Common Charges or Residential Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, (e) borrow money on behalf of the Condominium or on behalf of the Residential Section, or (f) exercise a right of first refusal to lease or purchase a Residential Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Condominium Board to comply with laws, rules or regulations of any governmental authority having jurisdiction over the Condominium.

Notwithstanding the foregoing, for as long as Sponsor has the voting power to elect a majority of the members of the Condominium Board, the Condominium Board shall have five (5) members.

CONDOMINIUM BOARD

The affairs of the Condominium shall be governed by the Condominium Board, which shall initially be comprised of five (5) persons, three (3) of which shall be chosen by the Sponsor, one (1) of which shall be chosen by the Retail Unit Owner and one (1) of which shall be chosen by the Office Unit Owner, subject to the Retail Owner's right to designate two members on behalf of it and the Office Unit Owner. On or before the date which is no later than one hundred and eighty (180) days after the First Closing, the Condominium Board will call for the First Annual Meeting of Residential Unit Owners, such meeting to be held not less than 10 days nor more than 40 days after such date. At the First Annual Meeting, the incumbent Condominium Board shall resign and the Unit Owners shall elect a new Condominium Board consisting of five (5) members: three (3) persons elected by Residential Unit Owners, one (1) person designated by the Retail Unit Owner and one (1) person designated by the Office Unit Owner, subject to the Retail Unit Owner's right to designate two members on behalf of it and the Office Unit Owner. In addition, Sponsor, for so long as Sponsor owns at least two (2) Residential Units, shall have the right at its option, to designate at least one (1) member of the Condominium Board. (See the Section entitled "Control by Sponsor.") Thereafter, at each annual meeting, members of the Condominium Board shall be elected and shall serve until the next annual meeting thereof and until a successor has been elected and qualified.

Except for Board members designated by Sponsor or its designee, all members of the Condominium Board who are elected by the Residential Unit Owners must be either Residential Unit Owners or certain interested parties (e.g. directors, shareholders of Residential Unit Owners) as described in the By-Laws. No member of the Condominium Board elected by the Residential Unit Owners shall continue to serve on the Condominium Board if, during his term of office, said member shall cease to be a Residential Unit Owner or an interested party. All Board members shall serve without compensation.

The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. All determinations with respect to the administration of the affairs of the Condominium including those which (i) relate to the Residential Section and do not adversely affect the Commercial Section, and vice versa, or (ii) relate to or affect the General Common Elements, shall be made by the Condominium Board.

As more fully set forth in the By-Laws, all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present.

Annual meetings of Unit Owners shall be held within approximately thirty (30) days of each anniversary of the First Annual Meeting. At such meetings, the Residential Unit Owners shall elect three (3) members of the Condominium Board, the Retail Unit Owner shall designate one (1) member of the Condominium Board and the Office Unit Owner shall designate one (1) member of the Condominium Board, subject to any rights of Sponsor to designate Board members and the Retail Unit Owner to designate two (2) members as described above, and there shall also be transacted such other business as may properly come before such meetings. In addition, special meetings may be held from time to time pursuant to the By-Laws. The Secretary of the Condominium Board shall mail a notice of each annual or special meeting of the Condominium to all Unit Owners of record. The notice, which will generally be given at least ten (10) days prior to any such meeting, shall state the purpose of the meeting as well as the time and

place where it is to be held. Except as otherwise provided in the By-Laws or Declaration, at all meetings of Unit Owners, the presence in person or by proxy of Unit Owners owning more than fifty (50%) percent of the Common Interests attributable to all Units shall constitute a quorum and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners.

At all meetings, each Unit Owner (or his proxy) entitled to vote thereat (including Sponsor or its designees with respect to Unsold Units) shall be entitled to cast a vote based upon the percentage of Common Interests that he or she owns.

The principal officers of the Condominium Board shall be a President, a Co-President, two Vice Presidents, Secretary, Assistant Secretary and Treasurer, each of whom shall be elected by the following Board Members at a duly constituted meeting or by written notice to the other Unit Owner(s) in lieu of a Board meeting: (a) the Residential Board Members shall elect a President, a Vice President, a Secretary and a Treasurer; and (b) the Commercial Board Members shall elect a Co-President, a Vice President, and an Assistant Secretary. The initial members of the Condominium Board shall be Christopher Schlank, Steven Shulman, Jamie Anthony, Jeffrey Sutton, and Andrew Levine. Messrs. Schlank, Shulman and Anthony, who are designees of the Sponsor, shall serve as President, Vice President, and Secretary/Treasurer of the Condominium Board respectively. Messrs. Sutton and Levine, who are designees of the Commercial Unit Owners, shall serve as Co-President and Vice-President/Assistant Secretary, respectively. Notwithstanding anything to the contrary contained herein, the foregoing individuals shall have no personal liability whatsoever for any action taken by them as members of the Condominium. Each of these individuals is a principal of or is affiliated with the Sponsor or its principals and the Retail Unit Owner. The Condominium Board may appoint additional officers. Except as otherwise provided by the Board, no officer shall receive any compensation for acting as such. The By-Laws provide that all instruments of the Condominium Board are to be executed by any officer thereof or by such other person or persons as may be designated by the Board. However, any significant expenditure by the Condominium Board must be countersigned by two members of the Condominium Board.

The term of office of the members of the Condominium Board shall be for one year or until their successors are elected. Members of the Condominium Board shall serve without compensation. Any member of the Condominium Board may resign at any time by written notice hand delivered or sent by certified mail, return receipt requested, to the President or Secretary of the Condominium Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

A Residential member of the Condominium Board elected by the Residential Unit Owners may be removed with or without cause by an affirmative vote of a majority of Residential Unit Owners (as defined in the By-Laws) who are present at a meeting containing a quorum of Residential Unit Owners; Board members designated by Sponsor or its designee, or designated by a Commercial Unit Owner, may only be removed and replaced by Sponsor or Commercial Unit Owner who designated such Board Member , respectively. No Residential member of the Condominium Board shall continue to serve on the Condominium Board if, during his term of office, said member shall cease to be a Unit Owner or an interested party as described in Section 2.1 of the By-Laws; provided, however, that this provision respecting Unit

ownership and Condominium Board membership shall not apply to members of the Condominium Board designated by Sponsor or its designee or by a Commercial Unit Owner.

Upon the affirmative vote of a majority of the members of the Condominium Board, any officer elected by the Residential Board Members may be removed with or without cause. A successor officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose. Notwithstanding the foregoing, any officer elected by the Sponsor Board Member or by a Commercial Board Member shall only be removed and replaced by said Sponsor Board Member or Commercial Board Member, respectively.

All officers, Board members and employees of the Condominium will be bonded at all times from and after the First Closing under fidelity bonds in favor of the Condominium. The amount and cost of the bonds has been provided for in the projected budget for the first year of Condominium operation contained in Schedule B.

Generally, subject to certain exceptions concerning, among other things, Sponsor, the Retail Unit Owner and the Office Unit Owner, and provided that required consents of the Residential Mortgage Representatives, if any, are obtained, any provision of the Declaration, By-Laws or Rules and Regulations may be amended, modified, added to or deleted by affirmative vote of at least 66 2/3% in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

Notwithstanding any provision contained in the By-Laws to the contrary, no amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations shall be effective in any way (a) without the prior written consent of the affected Retail or Office Unit Owner(s), which consent may be withheld or denied without cause or explanation, in their sole and absolute judgment, with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of any Retail or Office Unit or affecting the rights, privileges, easements, licenses or exemptions granted to the Retail or Office Unit Owner, (b) without the prior written consent of Sponsor or its designee or the owner of any Unsold Residential Unit, which consent may be withheld or denied without cause or explanation, in their sole and absolute judgment, with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor or its designee or the owner of any Unsold Residential Unit, or otherwise adversely affecting Sponsor or its designee or the owner of any Unsold Residential Unit or (c) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Residential Unit with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unsold Residential Unit or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Residential Unit.

It is possible that amendments, modifications, additions or deletions of or to the Declaration, By-Laws and Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Commercial Section, the subdivision of any Retail or Office Unit into individual Retail or Office condominium units and/or the offering for sale or lease of

all or any portion of the Retail or Office Unit. In connection therewith, the Retail and Office Unit Owners may, subject to compliance with all applicable laws and governmental regulations and the Declaration, if any, cause the Declaration, By-Laws and Rules and Regulations to be amended, modified, added to or deleted from and the resulting provisions thereof may be similar or dissimilar to those affecting the Residential Section and Residential Unit Owners.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sales and Leases of Units

Each Residential Unit Owner may sell or lease his or her Residential Unit provided such Unit Owner (the "Transferor") first gives the Condominium Board, on behalf of all Unit Owners, notice of his or her intention to sell or lease such Unit and an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered in good faith by a prospective purchaser or lessee, as more specifically provided in Article 8 of the By-Laws. If the Condominium Board does not elect to purchase or lease the Residential Unit within twenty days after receipt of the offering Residential Unit Owner's notice, the Transferor will have an additional sixty days to enter into a written agreement with the prospective purchaser or lessee, as the case may be, embodying the terms set forth in said notice. In the event such written agreement is not executed by the Transferor within said sixty-day period or such sale or lease is not consummated within an additional sixty days following the expiration of said sixty-day period, the Transferor will be required to again first offer the same to the Condominium Board, provided that the Condominium Board shall be entitled to waive, or to permit an extension of, either or both of such sixty day periods. The Condominium Board may not exercise its option to purchase or lease any Residential Unit without prior approval of a majority in interest of Residential Unit Owners present in person or by proxy and voting at a meeting at which a quorum is present. In any vote of all the Residential Unit Owners, the Transferor shall have the right to vote in any vote conducted by the Condominium Board for the purpose of determining whether the Condominium Board shall exercise its right of first refusal to purchase or lease the Transferor's Unit. Any such deed given by a Transferor shall provide that the 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 the By-Laws and shall provide that it may not be materially modified, amended, or extended without the prior consent in writing of the Condominium Board, that the tenant shall not assign the lease or sublet the demised premises or any part thereof without the prior consent in writing of the Condominium Board, and that the Condominium Board, if permitted by applicable law, shall have the 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. The form of any such lease shall be a printed, reasonably applicable form of residential lease which is generally accepted in New York City such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, except for such changes therein as provided in the By-Laws.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Condominium Board.

A Residential Unit Owner may lease, sell or convey the Residential Unit to a spouse, adult child or grandchild, parent, grandparent or adult sibling, may convey his Residential Unit by gift, may devise his Residential Unit by will, or have it pass by intestacy, without complying with the foregoing restrictions; provided, however, that each succeeding Residential Unit Owner shall be bound by, and his Residential Unit shall be subject to, the preceding restrictions. In addition, any Residential Unit Owner may lease, sell or convey the Unit to a related or controlled individual or entity, as more particularly set forth in the By-Laws.

The restrictions upon the sale and lease of Residential Units shall not apply to Sponsor or its designee with respect to any Unsold Residential Units or to Residential Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, and they shall be free to sell or lease without first offering to sell or lease to the Condominium Board. Such restrictions shall also be inapplicable to the Retail and Office Units, whether owned by 141 LLC or its designee or by any subsequent owner or by any mortgagee, and each Commercial Unit Owner shall have the right to Freely sell, lease, mortgage or otherwise transfer or hypothecate all or any part of its Commercial Unit.

A Residential Unit Owner may only sell or lease such Unit Owner's entire Unit. In addition, each conveyance of a Unit by a Residential Unit Owner shall include, as part of the property to be conveyed, such Residential Unit Owner's undivided interest in (a) the Residential Common Elements, the Residential Common Elements, Residential Limited Common Elements and the General Common Elements, (b) any Unit or Units acquired by the Condominium Board on behalf of all Unit Owners, or any proceeds of the sale or lease thereof and (c) any other assets of the Residential Section and the Condominium. No part of the Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit or as part of a sale, transfer or other disposition of the specific interest in the Common Elements by all affected Unit Owners.

A Residential Unit may not be conveyed unless all unpaid Residential Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and/or satisfied at or prior to closing. In addition, the Condominium Board may establish reasonable fees for the processing of sale and lease notices, which shall be payable by the selling or leasing Residential Unit Owner, as the case may be, to the Managing Agent.

Notwithstanding anything contained herein to the contrary, prior to the closing of title to a Residential Unit, the Purchase Agreement prohibits a Purchaser from listing such Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior written consent.

Use of Units

Residential Units may be used as a residence or for any lawful purpose, provided such use is permitted by law, does not violate the then existing Certificate of Occupancy or the Deed Restrictions covering such Residential Unit and complies with all applicable governmental regulations.

Each Residential Unit Owner shall notify the Managing Agent in writing when a child or children ten (10) years old or younger live or reside (even temporarily) in the Unit. The Condominium shall install at such Unit Owner's expense, the required window guards in all windows of the Unit. The Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable law and in any event, without full knowledge of the Managing Agent. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates shall be responsible for supplying Unit Owners with window guards for the windows of the Unit. Each Purchaser hereby agrees that upon acceptance of its deed to the Unit, he or she shall be deemed to expressly ratify this provision. The portion of all curtains, drapes, blinds or other window treatments visible from the exterior of the Building must be white to give the Building a uniform exterior appearance.

Sponsor or its designee may, without the permission of the Condominium Board (a) use or grant permission for the use of any Unsold Residential Unit as a professional office or for any other purpose, provided such use is permitted by law, does not violate the then existing Certificate of Occupancy covering such Residential Unit and the user of such Unit complies with all applicable governmental regulations and (b) retain ownership of one or more Residential Units for use as models and sales, rental and/or promotion offices in connection with the sale or rental of other Residential Units in the Condominium.

The current zoning law permits a person who resides in a Residential Unit to use up to 25% of the floor area of his Unit (but in no event to exceed 500 square feet) for certain home occupations including a fine arts studio, professional offices (e.g., lawyer, doctor or dentist) and teaching of not more than four persons. No transient tenant may be accommodated in a Residential Unit, except in Unsold Residential Units, as permitted by law.

No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Residential Section or any portion thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof relating to any portion of the Property shall be complied with at the sole expense of the respective Unit Owners or the Board, whoever or whichever shall have the obligation to maintain or repair such portion of the Property.

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 in any Residential Unit, except that these sign restrictions shall not apply with respect to Unsold Residential Units.

No awnings, air conditioning equipment or ventilators shall be installed or modified in the Residential Section without prior written approval of the Condominium Board. No radio or television aerial, satellites or other similar device shall be erected by Residential Unit Owners on the roof or exterior walls, windows or terraces of the Building or on the Property, without obtaining in each instance the written consent of the Condominium Board.

No more than two (2) pets may be kept in a Residential Unit without the consent of the Condominium Board or the Managing Agent. Each Residential Unit Owner who keeps any type of pet in his or her Residential Unit will be required to: (a) indemnify and hold harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all reasonable Rules and Regulations of the Condominium Board adopted with respect thereto; and, (c) clean up after their pet.

Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair his or her own Unit in accordance with the provisions of the By-Laws and the rules and regulations of municipal departments or agencies having jurisdiction thereof. The Rules and Regulations concerning the use of Residential Units may be amended from time to time by the Condominium Board provided that copies thereof are furnished to each Residential Unit Owner prior to the time that they become effective (except that no amendment thereof affecting the Commercial Units or Unsold Residential Units may be made unless agreed to in writing by the affected Commercial Unit Owner or Sponsor or its designee, as the case may be). Further restrictions on the use and leasing of Residential Units are set forth in the By-Laws and Rules and Regulations.

Mortgage of Units by Unit Owners

Each Residential Unit Owner may mortgage his or her Unit, provided that the conditions with respect thereto set forth in the By-Laws are first complied with by him. As more fully set forth in the By-Laws, these conditions include the requirements that (a) the mortgage be substantially in the form of the New York Board of Title Underwriters form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan, (b) the Condominium Board is notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage and (c) the owner making such mortgage first satisfies all unpaid liens against his Unit, other than Permitted Mortgages. The foregoing requirements and restrictions do not apply to the Commercial Units and each Commercial Unit Owner shall have the right to Freely mortgage its Commercial Unit without any restriction or limitation.

As more particularly set forth in the Section of the Declaration entitled "Restrictions", in certain instances the consent of the Commercial Mortgage Representative and/or the Residential Mortgage Representative is necessary in order to amend the Declaration, By-Laws or Rules and Regulations.

Common Charges: Determination and Assessment

Residential Common Expenses, which are payable only by Residential Unit Owners and are included in their Residential Common Charges, are allocated among Unit Owners in proportion to their respective Common Interests. Residential Common Charges include the Residential Unit Owner's allocable portion of the General Common Expenses. The respective Common Interests of each Unit, as estimated by Sponsor, are 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. Residential Common Expenses include, among other things, all costs and expenses (including the payment of wages and legal fees) in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Common Elements and Residential Limited Common Elements and the affairs of the Condominium affecting only the Residential Section or the Residential Unit Owners. Residential Common Expenses may include amounts for certain other items as the Condominium Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Condominium Board of any Residential Unit.

General Common Expenses which include, among other things, the costs and expenses (including the payment of certain wages) in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements and certain other expenses common to all Unit Owners, such as premiums for insurance covering the Building, certain managing agent fees and certain legal and accounting fees applicable to only the operation of the General Common Elements or the affairs of the Condominium affecting all Unit Owners will be determined by the Condominium Board. The Condominium Board will allocate the pro rata share of such expenses among the Residential Unit Owners in accordance with their respective Residential Common Interests.

In the event that the annual receipts levied against Unit Owners during the first year of condominium operation commencing on the date of First Closing exceed the actual expenses less

income from sources other than Unit Owners for that period accounted for on an accrual basis, the receipts from Unit Owners over and above such amount may be rebated to the Unit Owners by the Condominium Board in proportion to each Unit's percentage of Common Interest. Rebates, if any, attributable to Units purchased from Sponsor during the first year of condominium operation will be distributed by the Condominium Board to Sponsor and the Residential Unit Owner(s) in proportion to the amount of time Sponsor and each Residential Unit Owner owned such Unit. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates make any representations that there will be any excess receipts for rebate to Residential Units Owners or, if rebates are made, what the tax consequences of such rebates would be to Residential Unit Owners. See the Attorney's Tax Opinion in Part I of the Plan for further discussion regarding the income tax consequences of the ownership of Residential Units by individual Unit Owners.

The Budget of Condominium Operation for each Budget Year shall consist of the projected General Common Expenses (the Budget items relating thereto are hereafter called the "**Budget of General Operation**") and the projected Residential Common Expenses (the Budget items relating thereto are hereafter called the "**Budget of Residential Operation**"), and the projected Residential/Office Common Expenses (the Budget items relating thereto are hereinafter referred to as the "**Budget of Residential/Office Operations.**" The Budget of General Operation, the Budget of Residential Operations and the Budget of Residential/Office Operation shall be determined and adopted in accordance with the Declaration and By-laws, which shall be appropriately adapted to the areas, Equipment, Installations and Facilities comprising the General Common Elements, the Residential Common and Limited Common Elements and the Residential/Office Common and Limited Common Elements.

The Condominium Board will furnish copies of each budget on which Residential Common Charges are based to all Residential Unit Owners and advise such Residential Unit Owners of the amount of Common Charges payable by them. Unless otherwise determined by the Board to which they are payable, Common Charges will be payable monthly in advance on the first day of each month.

Common Charges: Collection and Lien for Non-Payment

Under the provisions of the By-Laws, the Condominium Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges together with interest thereon, assessed against such Unit All such liens, however, to the extent permitted by applicable law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Any lien for unpaid Common Charges against a Unit will be effective from and after filing of a verified notice thereof in the City Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall occur sooner. The By-Laws provide that such liens may be foreclosed by a suit brought in the name of the appropriate Board (acting on behalf of all Unit Owners or all Residential Unit Owners, as the case may be) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing such lien.

The Condominium Board may make any lien against a Unit Owner effective pursuant to Real Property Law §339-aa. The Sponsor will cause the Board to file a lien as provided in RPL

§339-aa on a Unit owned by Sponsor if the Sponsor is more than thirty (30) days in arrears in paying Common Charges while Sponsor controls the Board.

No Unit Owner may exempt himself or herself from liability for his or her Common Charges by waiving use of any of Common Elements or by abandonment of his or her Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a permissible sale, transfer or other conveyance by him or her of such Unit. In addition, as more specifically set forth in the By-Laws, (a) a Residential Unit Owner may, by conveying his Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, exempt himself from Common Charges and Common Charges thereafter accruing, and (b) the Commercial Unit Owner of any Commercial Unit may, by conveying the Commercial Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, be exempt from Common Charges thereafter accruing.

On a resale of a Residential Unit, the seller thereof will be liable for the payment of Common Charges accrued and unpaid against such Unit prior to his or her acquisition. Prior to the permissible sale, transfer or other conveyance of a Residential Unit, any seller or purchaser of a Residential Unit shall be entitled to a statement (an "Estoppel Letter") from the Condominium Board, setting forth the amount of the unpaid Common Charges accrued against the Unit and neither such seller nor purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement. In the event of a foreclosure by the Board of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the Unit Owner will remain liable for the unpaid balance. Neither (a) a Permitted Mortgagee (as defined in the Condominium Declaration) acquiring title to a Unit at foreclosure sale nor (b) a purchaser at a foreclosure sale shall be liable, and the Unit shall not be subject to a lien, for the payment of the Common Charges assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee or purchaser. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title to such Unit. The Condominium Board will have the right to assess such unpaid balance as a Residential Common Charge among all Residential Unit Owners.

Repairs to and Maintenance of Units and Common Elements

Generally, all painting, decorating, and routine maintenance, repairs and replacements, (a) in or to any Unit (other than to the General Common Elements or Residential Common Elements included therein), including the individual heating and cooling systems and the interior side of entrance doors thereto, will be made by the owner of such Unit at such Unit Owner's sole cost and expense (however, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any Terrace/Balcony, shall be charged to all Residential Unit Owners as a Residential Common Expense (unless the need for the repair is caused by its Residential Unit Owner, in which case that Residential Unit Owner shall be responsible for the cost), (b) in or to the General Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to the Condominium Board as a General Common Expense, (c) in or to the Residential Common Elements, and the

Residential Limited Common Elements be made by the Condominium Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense and (d) in or to the Residential/Office Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to only the owners of the Residential Units and Office Unit. Notwithstanding the foregoing, any repairs by Residential Unit Owners to the incremental heating and air conditioning units within each Residential Unit shall only be made by contractors or servicemen who have been previously approved by the Condominium Board.

The Declaration further provides that if a Residential Limited Common Element benefits only certain Residential Unit Owners, then the Residential Section's costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Residential Unit Owners who benefit from the Residential Limited Common Element in the proportion that the Common Interest of each benefiting Residential Unit Owner bears to the Common Interest of all benefiting Residential Unit Owners. In addition, except as otherwise provided in the By-Laws, such Residential Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Commercial Limited Common Element at their sole cost and expense.

Notwithstanding the above, all normal maintenance, repairs and replacements of any Terrace shall be made by the Residential Unit Owner having access to same, at his or her own cost and expense, but any structural repairs to such Terrace (including any leaks which are not caused by the negligence of the Residential Unit Owner having access to the same) will be made by the Condominium Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense. Any Residential Unit having access to a Terrace shall keep it free of snow, ice and accumulation of water. In accordance with the By-Laws, the Condominium Board may require a Residential Unit Owner to remove plantings and other installations on such Unit Owner's Terrace, if the Condominium Board, in its reasonable discretion determines that such plantings and other installments adversely affects the integrity of the roof. Any planting or other installations to be placed on Terraces shall be subject to New York City and the Department of Buildings weight restrictions.

The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be colored or painted and are to be washed and cleaned by the Residential Unit Owner at such Residential Unit Owner's sole cost and expense. The exterior glass surfaces of all Residential Section windows may, at the option of the Condominium Board, be washed and cleaned by the Condominium Board and the cost thereof shall be a Residential Common Expense allocated to only the Residential Unit Owners; otherwise Residential Unit Owners shall be obligated to clean such windows at their own cost and expense. Any replacement of glass windows in any Residential Unit because of breakage or otherwise shall be made by the Condominium Board at the sole cost and expense of the owner of such Residential Unit (unless such breakage is caused by the Condominium Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board (as a Residential Common Expense) or such Unit Owner).

The By-Laws provide that each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any roof or other part of the Property exposed to

the elements, free of snow, ice and accumulation of water) by the Unit Owner or by the Board, whichever is responsible for the maintenance thereof. In the event any Unit Owner fails to keep his Unit in such condition, the Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such default. (See the Section entitled "Rights of Access.")

The By-Laws further require that those public or other areas of the Building exposed to public view that are required to be maintained by each Unit Owner or each Board, be kept in good appearance in conformity with the dignity and character of the Building by such Unit Owner or the Board.

In addition, the Rules and Regulations require that at least eighty (80%) percent of the floor area of Residential Units (except for kitchens, bathrooms, closets and foyers) be covered with rugs, carpeting or equally effective noise-reducing material.

Alterations and Improvements of Units and Common Elements

No Residential Unit Owner may make any structural alteration, addition, improvement or repair in or to his or her Residential Unit without the prior written approval of the Condominium Board and until Sponsor has obtained a permanent certificate of occupancy for the Building, but, as more fully set forth in the By-Laws, this provision does not apply to an Unsold Residential Unit. Except as otherwise permitted in the By-Laws, no Unit Owner may make any alteration, addition, improvement or repair in or to the Common Elements without the prior written approval of the Board. The Condominium Board may impose fees upon such Unit Owner to reimburse the Condominium for costs incurred in connection with the review or supervision of such Unit Owner's work.

Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Residential Unit, the Condominium Board shall have the right to reasonably approve the Unit Owner's contractors and suppliers and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done.

Any contractor performing work in the Residential Common Elements shall not employ any personnel or means that may cause labor disturbances or stoppage in the work of Building employees or other contractors or subcontractors employed in the Building.

No application or other document shall be filed with any governmental authority for a permit covering any addition, alteration or improvement to be made in a Residential Unit, unless approved and executed, if necessary, by the Condominium Board. Notwithstanding the previous sentence, until a permanent Certificate of Occupancy is obtained, the Condominium shall not consent to the filing of an application for a permit for any addition, alteration or improvement by any Residential Unit Owner (except for the Sponsor for which no consent is required). The Condominium Board will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved structural alterations, additions, improvements or repairs, provided that the Condominium Board and the Unit Owners shall not be subject to any expense or liability by reason of such approval and

execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to any contractor, subcontractor, materialman, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Residential Unit or a Commercial Unit, however, any alteration to such Unit shall be in accordance and compliance with the Condominium Act and all applicable governmental regulations. Under the terms of the Declaration and By-Laws, Sponsor and the Commercial Unit Owners are authorized on behalf of the Board to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the Unsold Units, Commercial Units and Common Elements as Sponsor or the applicable Commercial Unit Owner is entitled to perform in accordance with the terms of the Declaration and the By-Laws and to obtain such certificates of completion as may then be required by Law (collectively the "Required Documentation") and, the Board, if requested by Sponsor or a Commercial Unit Owner is obligated to execute the Required Documentation. In addition, the power of attorney to be executed by each Residential Unit Owner upon acquisition of the Residential Unit further grants to Sponsor and the Commercial Unit Owners a power of attorney to execute the Required Documentation.

In the event that any alterations, additions, improvements or repairs made by any Residential Unit Owner materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance of a temporary or permanent certificate of occupancy for such Unit, other Units or the Building, then upon the written request of Sponsor or the Condominium Board, the applicable Residential Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously restoring the Unit within fifteen (15) days of receipt of the written request, then the party requesting such restoration shall be entitled to enter and restore the Unit at the expense of the applicable Residential Unit Owner and to exercise any remedies provided in the By-Laws.

Generally, all alterations or improvements in or to the General Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged as a General Common Expense. Repairs, maintenance replacements, restorations, improvements, alterations and additions in or to the Residential Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to only all Residential Unit Owners as a Residential Common Expense; and alterations, additions or improvements in or to the Residential/Office Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to only the Residential and Office Unit Owners.

The Retail and Office Unit Owner(s), without the consent of the Condominium Board or the Residential Unit Owners, may Freely make any alteration, addition, improvement or repair in or to any Retail or Office Unit provided that the work is performed by the Retail or Office Unit Owner in compliance with governmental laws and regulations and in accordance with all work requirements described in the Declaration.

Sponsor, without the consent of the Condominium Board, may make any alteration, addition, improvement or repair in or to any Unsold Residential Unit or the Common Elements provided that the work is performed by Sponsor in compliance with governmental laws and regulations and in accordance with all conditions described in the Declaration.

In addition, Sponsor, with respect to the Residential Section and the entrances therein, the Retail Unit Owner and the Office Unit Owner, with respect to the Commercial Section and the entrances therein, may erect, maintain, repair and replace, or permit their tenants to erect, maintain, repair or replace, from time to time, one or more signs on the Residential Section and Commercial Section of the Property, respectively, for the purpose of advertising the availability of Units for sale or rental any Unsold Residential Unit or the Retail Unit or operation of any business of a tenant or occupant of the Retail Unit including, but not limited to, signs on the storefronts of the Retail Unit by the Retail Unit Owner and on the façade of the Building appurtenant to the Residential Section and Commercial Section, respectively, and on any awnings, canopies or other protrusions from the facade of the Building appurtenant to the Residential Section and Commercial Section, respectively.

Rights of Access

As more fully set forth in the Declaration and By-Laws and subject to compliance with certain requirements and conditions contained therein, the Board and any managing agents, managers, superintendents and other persons authorized by the Board, will have a right of access to any Unit for the purposes of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building, to remove violations, cure defaults by a Unit Owner, correct any condition originating in any Unit and threatening another Unit or any Common Element, and for any other purposes provided in the Plan, Declaration or as may be required by law or governmental regulation, provided that (among other requirements) requests for entry (except in emergency situations) are made in advance and that any such entry (except in emergency situations) is at a time reasonably convenient to the Unit Owner and the tenants of any Unit. Sponsor will have a right of access to any Residential Unit to further purposes set forth in the Plan. In case of an emergency, such right of entry shall be immediate, whether the Residential Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Residential Unit Owner's property, any entry described herein shall not render the Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. Sponsor shall have a right of access to any Residential Unit for the purpose of performing punch-list work or for the purpose of performing or completing construction in the Building.

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

Each Unit Owner must strictly comply with the provisions of the Declaration, the By-Laws, and (in the case of the Residential Unit Owners, unless otherwise required by applicable law) the Rules and Regulations. Pursuant to Section 339(j) of the Condominium Act, failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief shall not be exclusive of other remedies provided by law. The By-Laws, together with the Rules and Regulations, will be recorded with the Declaration in the City Register's Office.

Examination of Books and Records

Each Unit Owner and each mortgagee of a Unit shall be permitted, upon prior request, to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium.

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 Condominium Board will, except as set forth below, arrange for the prompt repair and restoration thereof (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit).

If only the Commercial Section is destroyed or damaged by fire or other casualty and if the net insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the Commercial Unit Owner will bear the entire amount of the deficit, or shall receive all of the surplus, as the case may be. Similarly, if only the Residential Section is damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared entirely by all Residential Unit Owners in proportion to their respective Common Interests. If said damage or destruction by fire or other casualty affects the Commercial Section, the Residential Section and the General Common Elements, or any combination thereof, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests in the proportion that the cost of repairing the damage or destruction to the Residential Section, Commercial Section and General Common Elements bears to the total cost of repairing all damage or destruction. However, the Commercial Unit Owner shall still have the right to make all arrangements for the prompt repair and restoration of the Commercial Unit to the extent they are affected by such damage or destruction. If said damage or destruction, however, affects only the General Common Elements or Residential Common Elements, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners or only all Residential Unit Owners, respectively, in proportion to their respective Common Interests. Notwithstanding anything in this paragraph 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 share of such funds such amounts as may be necessary to reduce unpaid liens on his Unit, other than mortgages which are not Permitted Mortgages, in the order of priority of such liens. The provisions of this paragraph are subject to the next paragraph.

As more fully set forth in the By-laws, if three-fourths or more of the Building is destroyed or substantially damaged and if 75% or more in number 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 his share of such funds such amounts as may be necessary to discharge all unpaid liens on his Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. A Unit Owner shall have the right to retain fee ownership of its Unit in exchange for such Owner's share of the net proceeds of partition, unless at least 95% in number and Common Interest of all Unit Owners elect to withdraw the Property from the Condominium Act. Such Unit Owner will be responsible for the repair and restoration of its Unit and all Common Elements serving its Unit. If more than one (1) Unit Owner similarly elects to repair and restore its Unit pursuant to the By-Laws, the Condominium Board will make all determinations with respect to the repair and restoration of said Common Elements.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable to the Board in the event of a loss amounting to $1,000,000 or less. In the event that such proceeds are in excess of $1,000,000, such proceeds, at the option of the Condominium Board, shall be payable to a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

Insurance

The Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-Laws, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit), together with all service machinery contained therein and covering the interests of the Condominium, each of the Boards and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings); (b) rent insurance in an amount equal to Residential and Commercial Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board; (f) water damage insurance to the extent, if any, determined by the Condominium Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering all Boards and all officers, directors and employees of the Condominium, the Residential Section and the Commercial Section; (i) directors and officers liability coverage; and (j) such other insurance as the Condominium Board may determine. Each Unit Owner shall be an additional insured.

The fire insurance policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions described in the By-Laws.

The amount of fire insurance and all risk extended coverage to be maintained until the first Condominium Board meeting following the First Annual Meeting of the Residential Unit Owners shall be in at least the sum set forth in Schedule B.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees at least ten days prior to the expiration of the then current policies.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or

property damage occurring upon, in or about the Property, in such limits as the Board may from time to time determine, covering (1) the Board, the Managing Agent or agents thereof, each Board member and each officer and employee of the Condominium and Residential and Commercial Sections, (2) the Commercial Unit Owners, and all officers, directors and employees thereof, and (3) each Residential Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within his or her own Unit or within the Residential Limited Common Elements, if any, exclusive to his or her Unit. The Condominium Board shall review such limits not less than once each year. Until the first meeting of the Condominium Board following the First Annual Meeting of Residential Unit Owners, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, combined single limit. The insurance discussed above shall also include cross-liability claims of one insured against another.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as such Board determines. The premiums for all insurance referred to above shall be a General Common Expense and shall be borne by the Condominium Board, with due consideration to their respective risks, liabilities and replacement values, as are equitable (as determined by the respective insurance carriers thereof or their agents, brokers or such other parties designated by the Condominium Board). If any such insurance carrier, agent, broker or other party fails to make such determination and the Condominium Board fails to agree on a determination or disagrees with any such determination made by such insurance carrier, agent, broker or other party, the matter shall be determined by arbitration pursuant to the By-Laws.

The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum coverage as established by the Condominium Board from time to time and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the apartment or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage). The limits of liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) days' written notice from the Condominium Board or the Managing Agent, the Unit Owner shall deliver to the Condominium Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. The Condominium Board and the Managing Agent shall not be responsible for ensuring that Unit Owners as insured and shall have no liability for the failure of a Unit Owner to have insurance. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery.

Liability of Boards of Managers and Unit Owners

As more fully set forth in Sections 4.12 and 2.19 of the By-laws, every contract made by the Condominium Board or by any managing agent or manager thereof shall state that (a) it is

made only as agent for all Unit Owners or Residential Unit Owners, respectively, and the Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any such Unit Owners or Residential Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners or Residential Unit Owners, as the case may be, and (ii), such Unit Owner's interest in his Unit and its appurtenant Common Interest. Board members shall have no liability to Unit Owners except that a Board member shall be liable for his own bad faith, self-dealing or willful misconduct. Subject to the limitation of liability stated in such sections of the By-Laws, all Residential Unit Owners shall jointly (pro rated based on common interests in accordance with the By-Laws), to the extent of their respective interests in their Units and their appurtenant Common Interests, and subject to the limitation of liability in the By-laws, indemnify each Condominium Board member against any liability or claim except those arising out of such member's own bad faith, self-dealing or willful misconduct. The Board may contract or effect any transaction with any Board member, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

Reports to Unit Owners

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Board to all Unit Owners within four months after the end of each fiscal year.

Termination of Condominium

As more fully set forth in Article 19 of the Declaration, the Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least ninety-five (95%) percent in number and in Common Interest of all Unit Owners. Such vote of Unit Owners shall not be effective, however, unless written consents (if so required) are obtained from (a) the Residential Mortgage Representatives (in the case only of a Residential Unit) or the holder of a mortgage on a Commercial Unit (in the case only of a Commercial Unit), if any, and (b) Sponsor, until such time as Sponsor and its designees have conveyed title to all Residential Units, provided that in no event shall Sponsor's consent be required more than five (5) years after the First Closing. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on his or her Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

Procedure to Review Real Estate Tax Assessments

The Condominium Board, on behalf of and as agent for all Residential Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units. All Residential Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective

Common Interests. In the event any Residential Unit Owner individually seeks to have the assessed valuation of his Unit reduced by bringing a separate certiorari proceeding, the Condominium Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings. The Commercial Unit Owners will have the right to commence certiorari proceedings on their own, with respect to the Commercial Units, at their sole cost and expense.

Mechanics' Liens

Under the provisions of the Condominium Act, no lien of any nature may arise or be created against the General or Limited Common Elements except with the unanimous consent of all Unit Owners affected thereby. Liens may arise or be created against only the several Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the General or Limited Common Elements shall be the basis for a lien thereon but (a) all Residential Common Charges received by the Condominium Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of the Condominium Board or the Managing Agent for the Residential Common Elements and the Residential Limited Common Elements and (b) all General Common Charges received by the Condominium Board shall constitute trust funds for the purposes of paying the cost of labor performed or materials furnished at the request or with the consent of the Condominium Board or the Managing Agent for the General Common Elements.

Easements and Name of Condominium

As more fully set forth in the Declaration, in order to facilitate the operation and maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements including easements in favor of Sponsor, other Unit Owners and the Boards and the adjacent property owners. These easements, which are more particularly set forth in the Declaration, include an easement of support and necessity in favor of all other Units and the Common Elements, and an easement in favor of each Commercial Unit Owner and Unsold Residential Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace the Commercial Units and Unsold Residential Units and Limited Common Elements relating thereto and the equipment and installations serving either or both of the Commercial Units or Unsold Residential Units respectively, as the case may be, provided that such easements shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of a Commercial Unit or with the use of the Residential Units for their permitted purposes. Pursuant to and subject to the restrictions and requirements contained in Article 11 of the Declaration, Sponsor, the Retail Unit Owner and the Office Unit Owner shall have an easement to erect, maintain, repair and replace utility and other lines through the Residential Units and the Residential Units shall have an easement to erect, maintain, repair and replace utility and other lines through certain portions of the Retail and Office Units.

As set forth in the Declaration, the Condominium and the Building shall be designated and known as "141 Fifth Avenue Condominium". Any and all rights and interests appurtenant to

such name, if same exist, are owned and controlled by Sponsor and 141 LLC. Notwithstanding, Sponsor and 141 LLC each hereby reserves for itself as to any Unit owned by the Sponsor or 141 LLC and grants to each Owner of a Unit (including an Unsold Unit and a Commercial Unit) and to those tenants and occupants of each such Unit who are so expressly authorized in writing by its Owner (including the Sponsor or an Unsold Unit Owner or a Commercial Unit Owner), the right, Freely and Without Consent, Payment or Restriction, to use the name of the Condominium in connection with the Use and Enjoyment of their respective Units. Similarly, any and all obligations and liabilities appurtenant to such name shall be the sole responsibility and obligation of Sponsor. For so long as Sponsor owns any Units in the Building only Sponsor shall have the right to change the name of the Condominium and/or the Building, and such right may be exercised by Sponsor at any time without the vote or consent of the Board or Unit Owner.

The Declaration and By-Laws

A copy of the Declaration and a copy of the By-Laws are set forth in Part II of the Plan. A prospective purchaser should read the Plan in its entirety including the Declaration and By-Laws.

REAL ESTATE TAXES

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. Generally, Units may not be separately assessed until the tax year following the tax year in which the Declaration of Condominium is recorded. Until the Units are separately assessed and billed, each Unit Owner shall pay his pro rata share (in the proportion that his Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property to the Condominium Board as Common Charges.

Assuming the Property does not receive any abatement from real estate taxes, it is estimated that the aggregate real estate taxes attributable to all Residential Unit Owners for the first year of the Condominium's projected operation will total approximately $797,074, based on an opinion prepared by Tuchman, Katz, Schwartz, Gelles, Korngold & Weiss, LLP, 6 East 45th Street, New York, NY 10017, dated November 17, 2006 which assumes (a) an estimated average projected taxable assessed valuation attributable to the residential portion of the Property of $6,059,787 for the 2007/2008 and 2008/2009 fiscal years, and (b) an average projected residential tax rate of 13.1535% per $100 of assessed valuation respectively for fiscal years 2007/2008 and 2008/2009. Purchasers should note that the real estate taxes for the first year of the Condominium's projected operation are less than the taxes will be for the second year of Condominium operation since the first year's tax estimate includes six (6) months of assessed valuation of the Property prior to the completion of the Building which is a substantially lower valuation. Assuming the Property does not receive any abatement from real estate taxes, the projected taxes for the fiscal period July 1, 2008-June 30, 2009 (which comprise the last six months of the Condominium's first year of projected operations and the first six months of Condominium's second year of operations) will be approximately $1,047,793. The estimates for taxes in the second year of operation are set forth in the opinion of Tuchman, Katz, Schwartz, Gelles, Korngold & Weiss, LLP included in Part I of the Plan.

NEITHER SPONSOR, ITS PRINCIPALS, MANAGERS, MEMBERS, AGENTS, DESIGNEES, EMPLOYEES, OR AFFILIATES NOR SELLING AGENT, ITS PRINCIPALS, MANAGERS, MEMBERS, AGENTS, DESIGNEES, EMPLOYEES, OR AFFILIATES MAKE ANY REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE OR THE ACTUAL ASSESSED TAXES WILL NOT BE CHANGED.

Prior to the issuance of separate tax lots, the real estate tax estimates for each Residential Unit will be determined by multiplying the total taxes due with respect to the Residential Units by a percentage derived by dividing the Common Interest of each Residential Unit by the total Common Interests of all Residential Units. Prior to the issuance of separate tax lots, the real estate taxes for the Commercial Unit will be determined by multiplying the total taxes due by the Common Interest for the Commercial Unit. Upon determination of individual tax lots and individual Residential Unit assessments, the New York City tax authorities may allocate taxes between the Residential Units in proportion to each Residential Unit's percentage interest in the Common Elements rather than purchase price, or some combination of the two, and if so, Residential Units having the same percentage interest may pay different real estate taxes.

The By-Laws provide that the Condominium Board is entitled to execute and deliver documents necessary in connection with proceedings to obtain reduced real estate tax assessments with respect to Unit Owners, for the benefit and on behalf of (i) all Residential Unit Owners, or (ii) for individual Residential Unit Owners, provided that each such Residential Unit Owner indemnifies the Condominium Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

Prospective purchasers should note that increases in a property's assessed valuation resulting from changes in its market value (other than changes resulting from new construction or alteration of an existing improvement) are phased in over five fiscal tax years in annual increments of twenty percent each. Any further increase in assessed valuation during such five-year period resulting from a still higher market value is similarly phased in over an additional five-year period from the date of such increase. The full increased assessed valuation targeted to be in effect after the end of the five-year period is called the "actual" assessed valuation, and the amount of the incremental assessed valuation upon which taxes are actually computed for each fiscal tax year during such five-year period is called the "transitional" assessed valuation.

TAXES -- DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of Residential Units by purchasers who use such Residential Units as a personal residence was prepared by Sponsor based, in part, upon the income tax opinion of Wolf Haldenstein Adler Freeman & Herz LLP, counsel to Sponsor, a copy of which is set forth in Part I of this Plan.

WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP IS COUNSEL TO SPONSOR AND NOT THE UNIT OWNERS. EACH PURCHASER SHOULD CONSULT HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF UNIT OWNERSHIP UNDER THIS PLAN.

Deductibility of Mortgage Interest and Real Estate Taxes

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

It is the opinion of Wolf Haldenstein Adler Freeman & Herz LLP that a Residential Unit Owner who uses his or her Residential Unit as a personal residence and itemizes his or her deductions will, under present law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should note that mortgage interest is deductible generally only with respect to (1) secured debt used to acquire or substantially improve a principal or second residence (up to a total indebtedness of $1 million), plus (2) other debt (not in excess of $100,000) secured by a principal or second residence. Interest on home mortgage debt in excess of those limitations would not be deductible. Special limitations also apply with respect to the deductibility of points and other prepaid interest, if any, on the mortgage debt and to the overall allowance of itemized deductions.

Taxation of the Condominium

If the Condominium meets the requirements for qualification as a "homeowners association," which requirements are discussed in the Attorney's Income Tax Opinion, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Residential Unit Owners. If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as income from assessments from the Commercial Unit Owner, and interest earned on any reserve funds (less expenses directly connected with the production of such income).

Sponsor anticipates that the Condominium will not qualify as a homeowners association. Assuming the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the election noted above, the present state of the law is uncertain as to the

tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Attorney's Income Tax Opinion, the tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the nonmembership, and possibly membership, income described above less expenses related to such income) is subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. Schedule B, Budget for the First Year of Condominium Operation, does not contemplate any income which might be taxable and accordingly does not budget any amounts for taxes for nonmembership or membership income. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated The tax treatment of the Condominium may be affected by regulations relating to entity classification, which were adopted by the United States Treasury Department on December 17, 1996.

The qualification of an organization as a homeowners association is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in one year it may nevertheless qualify in one or more future years.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of the City of New York will allow the aforementioned deductions for mortgage interest and real estate taxes. There is also no assurance that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Wolf Haldenstein Adler Freeman & Herz LLP, as counsel to Sponsor, bases its opinion, will not change. In no event will Sponsor, Wolf Haldenstein Adler Freeman & Herz LLP, the Selling Agent, the Managing Agent or any other person connected with this offering be liable if at any time it is held that the Residential Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid give any warranties with respect to the tax consequences of this Plan or the tax consequences of ownership of any Units offered under this Plan, and no one has been authorized to give any warranties.

TAX OPINION OF WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP

SPONSOR'S INCOME TAX OPINION

WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP

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ONLY ADMITTED
▽CA, ‡IL, □VA

March 15, 2007

141 Acquisition Associates LLC
c/o Savanna Partners
10 East 53rd Street
New York, NY 10022

Re: 141 Fifth Avenue Condominium (the "Condominium")
a/k/a 141-147 Fifth Avenue and 2-8 East 21st Street, New York, New York

Ladies and Gentlemen:

You have requested our opinion concerning (i) the deductibility, for Federal, New York State and New York City income tax purposes, of mortgage interest and real estate taxes paid by residents of New York who purchase the Residential Units for residential use pursuant to the above-referenced Condominium Offering Plan (the "Plan"), and (ii) the qualification of the Condominium as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended (the "Code"). This opinion does not address the tax consequences of the ownership of Residential Units by corporations, other entities or foreign persons. Furthermore, this opinion does not address the tax consequences (i) of ownership of the Unsold Residential Units, any Residential Unit that is used for mixed residential/commercial purposes, or any Units other than the Residential Units (such as the Commercial Unit), or (ii) of any rebates or other payments that may be made, or benefits provided, to owners of Residential Units. Except where otherwise indicated, the terms used in this opinion have the same meanings as in the Plan.

BACKGROUND

Factual Matters/Plan Documents

In connection with rendering this opinion, we have reviewed the Plan and have examined the schedules, exhibits and documents accompanying the Plan, including the declaration establishing, and the By-Laws governing, the operations of the Condominium (the "Plan Documents"). We have also considered the relevant sections of the Code, the New York State Tax Law, the New York City Administrative Code, the regulations promulgated thereunder and such other materials as we deemed relevant.

Pursuant to the Plan, the purchaser of a Residential Unit will receive legal title in fee simple to his or her Residential Unit, coupled with ownership of an undivided interest in the appurtenant Common Elements held in common with other Unit Owners. Such purchaser will have the right to place an individual mortgage on his or her separate Residential Unit and will be liable to the local tax authority for the tax assessment with respect to his or her interest in the Property.

Assumptions

In rendering this opinion, we have assumed that the Plan is the document pursuant to which owners of the Residential Units will acquire their Residential Units and that the relevant facts are as set forth therein. More specifically, as discussed below, in considering whether the Condominium qualifies as a homeowners association, we have assumed that (i) the Residential Units are used by individuals for residential purposes, (ii) the actual gross income and expenditures of the Condominium for its taxable year ending December 31, 2006 (the "2006 Taxable Year") are the same (or, are in the same proportions) as the estimated gross income and expenditures for the Condominium's first year of operations, as set forth in Schedule B to the Plan, (iii) the Condominium otherwise operates in accordance with the terms of the Plan and the Plan Documents, and (iv) there are no changes in the facts and/or the relevant provisions of current law.

DEDUCTIBILITY OF REAL ESTATE TAXES AND MORTGAGE INTEREST

Federal Income Tax

Under the circumstances described, the Internal Revenue Service (the "IRS") has ruled that the owner of a residential condominium unit may deduct interest paid on his or her mortgage indebtedness and the real estate taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.

Accordingly, it is our opinion that an owner of a Residential Unit who itemizes his or her deductions will be entitled under current law to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as set forth in

Section 68 of the Code, real estate taxes assessed against his or her Residential Unit and (assuming a cash basis taxpayer) paid to the local tax authority. However, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax. Owners of the Residential Units should consult with their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes.

A taxpayer generally is entitled to a deduction for Federal income tax purposes for interest paid with respect to a principal and one secondary residence (a "qualified residence") to the extent that the interest is attributable to indebtedness which is secured by the qualified residence and which (i) is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt) ("acquisition indebtedness"), up to a maximum of $1,000,000 for any period ($500,000 in the case of a married individual filing a separate return), or (ii) is any indebtedness other than acquisition indebtedness, up to the excess of the fair market value of any one qualified residence over the amount of acquisition indebtedness with respect to such residence ("home equity indebtedness"), but not to exceed $100,000 ($50,000 in the case of a married individual filing a separate return) in the aggregate for all qualified residences of the taxpayer in any period.

Accordingly, it is our opinion that an owner of a Residential Unit who itemizes deductions and uses his or her Residential Unit as a qualified residence will be entitled under current law to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as set forth in Section 68 of the Code, interest paid (assuming a cash basis taxpayer) by him or her on (i) acquisition indebtedness incurred with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return) and (ii) home equity indebtedness with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of home equity indebtedness incurred with respect to a second qualified residence (if any), does not exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Since the rules and limitations regarding the deductibility of home mortgage interest are complex, purchasers are urged to consult their tax advisers regarding the application of such rules and limitations to them, as well as regarding the deductibility of interest with respect to their Residential Units for Federal alternative minimum tax purposes (which at present is subject to rules different than those described above for regular tax purposes). In addition, owners of Residential Units should consult with their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and on the overall limitation on the allowance of itemized deductions.

New York State and City Income Tax

Each owner of a Residential Unit who uses his or her Residential Unit as a residence will generally be entitled to the same deduction for mortgage interest and real estate taxes paid or accrued with respect to his or her Residential Unit for New York State and New York City

income tax purposes as is allowed for Federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as interest and real estate tax deductions, are subject to reduction by as much as 50% in the case of individuals having income exceeding certain prescribed levels. Furthermore, purchasers should consult with their tax advisers to determine the application, if any, of the New York State and New York City minimum taxes to the deduction for mortgage interest and real estate taxes with respect to their Residential Units.

Exemption

With respect to the real property taxes payable by a Residential Unit Owner that gives rise to an entitlement to a deduction, section 458 of the Real Property Tax Law of the State of New York provides that certain Residential Unit Owners who are veterans of the United States armed forces, or certain relatives of such veterans, may be entitled to exemptions with respect to part of such real property taxes otherwise assessed against their Residential Units.

QUALIFICATION AS A HOMEOWNERS ASSOCIATION

Application of Section 528 of the Code

It is our opinion that under present circumstances the Board of Managers will not be eligible to elect to be exempt from Federal income tax on Common Charges collected from the Unit Owners pursuant to Code Section 528, an exemption that would exist for a condominium association that qualifies as a "homeowners association" under such Section.

To qualify as a homeowners association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least 60% of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from Residential Unit Owners, (3) 90% or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must elect to be treated as a homeowners association, and (6) at least 85% of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation § 1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year and it is possible, therefore, that, if the Condominium does not qualify in one year, it may nevertheless qualify in one or more future years.

Based on the information contained in Schedule A to the Plan, the square footage allocated to the Commercial Units exceeds fifteen (15%) percent of the total square footage of all Units. Accordingly, the Condominium cannot qualify as a homeowners association.

Alternatives to Section 528 of the Code

Absent the application of Code Section 528, the present state of federal law is unclear as to the precise tax status of the Condominium. An entity classification regime was adopted in regulations issued by the United States Treasury Department on December 17, 1996 and there is no authority addressing the application of those entity classification regulations to condominiums. Because the By-Laws of the Condominium provide that the Condominium Board, the Residential Board and the Commercial Board (the "Boards") will each act as the agent of the Unit Owners represented by each such Board, the Condominium Board may take the position that the Condominium is not a separate entity and accordingly is not subject to the classification regime. In such case, the Unit Owners would, in the aggregate, include in their gross income and be taxed on all income earned by the Condominium (which income may include interest or similar income earned from interim investments of the amounts assessed and collected from the Unit Owners), reduced by the expenses incurred in earning such income. For this purpose, the Common Charges would not be considered income earned by the Condominium through the Board collecting such charges. If, however, the Condominium is considered a separate entity it is unclear whether the Condominium would be taxable as a corporation or treated as a partnership for Federal income tax purposes. If the Condominium is taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions and return filing requirements and would be subject to Federal corporate income tax. If the Condominium is treated as a partnership, the partnership would not be subject to an entity level tax, the items of income and deduction of the partnership would generally be passed through to the Unit Owners in accordance with the provisions of Subchapter K of the Code, and the partnership would be required to file information returns.

Status for New York State and New York City Tax Purposes

The precise tax status of the Condominium for New York State and New York City tax purposes is also unclear. The relevant New York State and New York City laws incorporate by reference federal entity classification provisions which, as discussed above, do not specifically address the treatment of condominiums. If the Condominium is properly treated as a separate entity that is an association taxable as a corporation for Federal income tax purposes, it appears likely that the Condominium would be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium does not constitute an association that is taxable as a corporation for Federal income tax purposes, it is still possible, although not certain, that the Condominium might be subject to the New York State Franchise Tax. Further, in such event, it likely would be subject to the New York City Unincorporated Business Tax, unless the Condominium were eligible for and elected treatment under Code Section 528 as a homeowners association.

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We express no views as to any Federal, New York State or New York City tax consequences other than those explicitly discussed in this opinion, or as to the tax status or tax

consequences of the Plan under the laws of any other U.S. or foreign jurisdiction. Moreover, this opinion, while based on existing rules of law applied to the facts and documents referred to above, is not binding on the IRS or any court. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event will the Sponsor, Wolf Haldenstein Adler Freeman & Herz LLP, the Boards, the Selling Agent or any other person be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or IRS rulings on which we have relied which cause the owners of Residential Units not to be entitled to the income tax deductions described herein, or which would affect the tax treatment of the Condominium as described herein.

This opinion was written to support the promotion or marketing of the transaction(s) or matter(s) addressed in this opinion. Each purchaser should seek advice based on his or her particular circumstances from an independent tax advisor.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan and references to our name in the Plan.

Very truly yours,

WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP

By: _____
Jeffrey M. Schwartz, Partner

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REAL ESTATE TAX OPINION OF
TUCHMAN, KATZ, SCHWARTZ, GELLES, KORNGOLD & WEISS, LLP

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COUNSEL

November 17, 2006

141 Acquisition Associates LLC
c/o Savanna Partners
10 East 53rd Street
New York, New York 10022

Re: 141-47 Fifth Avenue
Block: 849 Lot: 75
Borough: Manhattan

Dear Sirs:

Pursuant to your request, we have reviewed the information you have furnished us regarding the conversion of the above-referenced property to a condominium. THIS LETTER IS BEING SENT TO YOU WITH EXPRESS UNDERSTANDING THAT OUR FIRM ASSUMES NO LIABILITY FOR OUR OPINIONS PRESENTED HEREIN. THESE OPINIONS ARE PRESENTED ONLY FOR YOUR ASSISTANCE IN PREPARATION OF YOUR OFFERING PLAN.

You have advised us that the purpose of this analysis is to furnish you with a projection of the assessed valuation and an estimate of real estate taxes which would be applicable to the residential units of the property upon completion of rehabilitation and renovation.

In arriving at our estimate of real estate taxes, we have considered all facts influencing market value and thus the eventual assessed valuation. Included in these factors are location, neighborhood and economic trends. In addition, we have researched and analyzed the assessed valuations of similar residential rental buildings and condominium buildings in the borough of Manhattan.

Assessments in New York City are made on a fiscal year basis running from July 1st of any one year to the next succeeding June 30th. The status of the property on January 5th of any one year is the basis for the assessment for the fiscal year beginning July 1st of the same calendar year. The Real Property Tax Law in effect for New York City provides that when there is an increase in actual assessed valuation between one year and the next year, that increase will be phased in over a five year period. However, in the event of an increase due to new construction

or physical improvement, there is no phase in and the amount attributable to such construction or improvement is added in its entirety to the assessment in the succeeding tax year.

The current standard of assessment utilized by the property division of the New York City Department of Finance is to assess at 45% of fair market value. The relevant statutes which are set forth in the New York State Real Property Tax Law provide that the sale prices of residential units of a cooperative apartment building and the sale prices of condominium units are not the measure of value for assessment purposes. Therefore, the selling price of the individual condominium units will not be the standard of value for assessment purposes with respect to the subject property.

The projections made herein and to be contained in the condominium offering plan for the subject property are based upon information received and reviewed by us from the sponsor of the plan. We have been advised that the original property was a commercial property that consisted of fifteen stories. We have been advised further that upon completion of construction the property will contain 38 residential units consisting of approximately 64,833 square feet, excluding terraces, a retail commercial unit on the ground floor consisting of approximately 9,555 square feet and an office commercial unit on the second floor consisting of approximately 7,699 square feet. Prior to the residential conversion, the building was divided into three separate tax lots. There is one for the proposed residential space, one for the office commercial unit and one for the retail commercial unit. This opinion is for the conversion of the residential tax lot into residential condominium units and renders no opinion as to the retail and office tax lots.

The projected first year of the condominium's operation from January 1, 2008 through December 31, 2008 will encompass two tax years. As previously discussed, assessments in New York City are made on a fiscal year basis running from July 1st of any one year to the next succeeding June 30th. The projections made herein are based on our estimates of the assessments for the second half of tax year 2007/08 and on our estimates of the assessments for the first half of tax year 2008/09. Based upon information provided and the presumptions made by us, we project the real estate taxes for the entire residential portion premises for the projected first year of the condominium's operation from January 1, 2008 through December 31, 2008 to be an estimated $797,074 (estimated average of $6,059,787 x estimated average of 13.1535%, see computations below). This projection is based upon *averaging* our projections of the estimated assessed valuations and estimated tax rates for tax years 2007/08 and 2008/09. The projections are based upon the following estimates:

	Tax Year 2007/08	Tax Year 2008/09
Projected Actual Assessed Valuation:	$4,274,780 (Estimated)	$7,844,793 (Estimated)
Projected Transitional Assessment:	$4,274,780 (Estimated)	$7,844,793 (Estimated)
Projected Taxable Assessed Valuation:	$4,274,780 (Estimated)	$7,844,793 (Estimated)

Projected Transitional Assessment:	$4,274,780 (Estimated)	$7,844,793 (Estimated)
Projected Taxable Assessed Valuation:	$4,274,780 (Estimated)	$7,844,793 (Estimated)

Please note that real estate taxes are based upon the lower of the actual assessed valuation and the transitional assessed valuation.

	Tax Year 2007/08	Tax Year 2008/09
Projected Residential Tax Rates[1]	12.959% (Estimated)	13.348% (Estimated)
Projected Commercial Tax Rates[2]	11.993% (Estimated)	12.353% (Estimated)
Projected Taxes:	$512,674 (Estimated)	$1,047,123(Estimated)

The *averaging* of the foregoing projected real estate tax assessments and projected tax rates for the premises for the projected first year of the condominium's operation from January 1, 2008 through December 31, 2008 are computed as follows:

Average Projected Actual Assessed Valuation for Tax Years 2007/08 and 2008/09
$6,059,787 ($4,274,780 + $7,844,793 = $12,119,573 ÷ 2)

Average Projected Transitional Assessed Valuation for Tax Years 2007/08 and 2008/09
$6,059,787 ($4,274,780 + $7,844,793 = $12,119,573 ÷ 2)

Average Projected Taxable Assessed Valuation for Tax Years 2007/08 and 2008/09
$6,059,787 ($4,274,780 + $7,844,793 = $12,119,573 ÷ 2)

Average Projected Residential Tax Rate for Tax Years 2007/08 and 2008/09
13.1535% (12.959% + 13.348% = 26.307% ÷ 2)

Average Projected Commercial Tax Rate for Tax Years 2007/08 and 2008/09
12.173% (11.993% + 12.353% = 24.346% ÷ 2)

It should be noted that for the full tax year of July 1, 2008 to June 30, 2009, which is the first full tax year after the projected date of commencement of condominium operation, the projected taxable value for the entire residential premises is $7,844,793 and the projected taxes for the entire residential premises are estimated to be $1,047,793 ($7,844,793 x 13.348%).

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[1]Per $100 of assessed valuation, expressed herein as a percentage.

[2]Per $100 of assessed valuation, expressed herein as a percentage.

We have also been asked to project the assessed valuation and real estate taxes for the residential condominium's second year of operation. The projected second year of the condominium's operation from January 1, 2009 through December 31, 2009 will encompass two tax years. The projections made herein are based on our estimates of the assessments for the second half of tax year 2008/09 and the first half of tax year 2009/10. This projection is based upon *averaging* our projections of the estimated assessed valuations and estimated tax rates for tax years 2008/09 and 2009/10. Our projections for tax year 2008/09 are outlined above. Our projections for tax year 2009/10 are as follows:

	Tax Year 2009/10
Projected Actual Assessed Valuation:	$7,844,793 (Estimated)
Projected Transitional Assessment:	$7,844,793 (Estimated)
Projected Taxable Assessed Valuation:	$7,844,793 (Estimated)
Projected Residential Tax Rates[3]	13.548% (Estimated)
Projected Commercial Tax Rates[4]	12.600% (Estimated)
Projected Taxes	$1,062,813

The *averaging* of the foregoing projected real estate tax assessments and projected tax rates for the premises for the projected second year of the condominium's operation from January 1, 2009 through December 31, 2009 are computed as follows:

Average Projected Actual Assessed Valuation for Tax Years 2008/09 and 2009/10
$7,844,793 ($7,844,793 + $7,844,793 = $15,689,586 ÷ 2)

Average Projected Transitional Assessed Valuation for Tax Years 2008/09 and 2009/10
$7,844,793 ($7,844,793 + $7,844,793 = $15,689,586 ÷ 2)

Average Projected Taxable Assessed Valuation for Tax Years 2008/09 and 2009/10
$7,844,793 ($7,844,793 + $7,844,793 = $15,689,586 ÷ 2)

[3]Per $100 of assessed valuation, expressed herein as a percentage.

[4]Per $100 of assessed valuation, expressed herein as a percentage.

Average Projected Residential Tax Rate for Tax Years 2008/09 and 2009/10
13.448% (13.348% + 13.548% = 26.896% ÷ 2)

Average Projected Commercial Tax Rate for Tax Years 2008/09 and 2009/10
12.477% (12.353% + 12.600% = 24.953% ÷ 2)

Based on the above computed average projections for tax years 2008/09 and 2009/10, the taxes for the entire residential premises for the second year of condominium operation from January 1, 2009 through December 31, 2009 are estimated to be $1,054,968 ($7,844,793 x 13.448%).

The foregoing projection does not take into consideration two (2) potential partial tax abatement and exemption benefits currently available to qualified unit owners who meet the eligibility requirements of sections 425 and 467-a of the Real Property Tax Law of the State of New York ("RPTL").

RPTL section 467-a provides a partial tax abatement to owners of residential units held in a cooperative or condominium form of ownership. Eligible dwelling units with an average assessed valuation of greater than $15,000[5], after deduction of any abatement received pursuant to RPTL 489 ("J-51" benefits),[6] are entitled to a 17.5% abatement of the net property taxes due. In order to qualify for these benefits under the current law, the following requirements must be met: (1) eligible units must be used primarily for residential purposes and may not be owned by sponsor or any unit owner who owns three or more units; and (2) the Board of Managers must file a complete application for the entire premises in a timely manner. **The foregoing is only for informational purposes since this statute contains a "sunset provision" which presently provides benefits through June 30, 2008. On such date, the statute and benefits expire, unless otherwise extended.** No representation is made that the statute will be extended or if it is extended, the benefits will remain the same. **Prospective purchasers of residential units should not rely upon the continuation of the benefits.**

RPTL section 425 (school tax relief (STAR) exemption) provides a partial exemption from the school tax portion of a property's assessed valuation. This exemption presently amounts to $1,710 for an eligible condominium unit located within the City of New York, assuming the unit owner is less than 65 years of age. An enhanced benefit, presently amounting to $2,850, is available to senior citizens who have a combined household income (adjusted gross income as

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[5] Eligible dwelling units in a property whose average unit assessed value is less than or equal to $15,000 shall receive a partial abatement of real property taxes of 25% of the net property taxes. It is projected that the average post-construction assessed valuation per unit at the subject premises will exceed $15,000 per unit.

[6] A property receiving J-51 exemption benefits may not receive benefits under RPTL 467-a. We have been advised that the Sponsor shall not be applying for any such benefits.

reported on applicant's latest available federal or state income tax return) which does not exceed $60,000. The benefit is only available to units which serve as the primary residence of one or more of the owners thereof. A qualified unit owner must file an application on or before the applicable tax status date.(i.e, the January 5th preceding the fiscal tax year beginning July 1st). Only those qualified purchasers who close title and timely file said application by no later than January 5, 2008 will be eligible for this benefit for the tax year beginning July 1, 2008. Those purchasers who qualify for this benefit who apply after January 5, 2008 and on or before January 5, 2009 will be eligible to receive this benefit for the July 1, 2008 to June 30, 2009 tax year.

We believe that the above projections and estimates reflect the current assessment policies of the City of New York. However, it is possible that the tax assessor may determine the assessment on a basis that differs from the assessments contained herein. The assessor may use rents substantially greater than the estimated rents we used in arriving at an assessed value or may ascribe a different value to the construction costs. In addition, the assessor may use different expenses and or different capitalization rates resulting in a higher assessed value and substantially higher real estate taxes.

WE MAKE NO REPRESENTATIONS OR GUARANTEES THAT THE ASSESSED VALUE WILL BE FIXED AT ANY AMOUNT. THIS LETTER IS BEING SENT TO YOU WITH THE EXPRESS UNDERSTANDING THAT OUR FIRM ASSUMES NO LIABILITY TO YOU OR TO ANY PURCHASER OF THE CONDOMINIUM UNITS OR TO ANY LENDER FOR OUR OPINIONS PRESENTED HEREIN. NEITHER WE NOR ANY PERSON CAN GUARANTEE WHAT REAL ESTATE TAXES WILL BE AT ANY FUTURE DATE. CHANGES IN LAW OR POLICIES OF GOVERNMENT AGENCIES MAY RADICALLY CHANGE THE OPINIONS EXPRESSED HEREIN AND INTERESTED PARTIES SHOULD BE AWARE THAT THE ESTIMATES OF THE 2007/08, 2008/09 AND 2009/10 TAX ASSESSMENTS COVER A PERIOD IN THE FUTURE. WE ASSUME NO RESPONSIBILITY OR LIABILITY FOR ANY VARIATIONS IN THE TAXES OR ASSESSED VALUES FROM THE PROJECTIONS MADE HEREIN.

We consent to the use of the foregoing projections in, and the incorporation of this opinion as an exhibit to, the condominium offering plan for the subject premises.

Very truly yours,
TUCHMAN, KATZ, SCHWARTZ, GELLES, KORNGOLD & WEISS, LLP

Michael R. Lippman, Counsel

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WORKING CAPITAL FUND AND APPORTIONMENTS

The Purchaser of each Residential Unit shall be required to make a contribution at the Closing of his Unit(s) to the working capital fund of the Residential Section (the "Working Capital Fund"). Such contribution shall be in an amount equal to two (2) month's Residential Common Charges in effect for such Unit(s). No reserve fund is being established for the Condominium.

At the First Closing, Sponsor will apportion with the Board the following items as of midnight of the date preceding said Closing:

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

(2) deposits with utility companies, if any, and fees for assignable permits and licenses, if any;

(3) charges for electricity and other utilities for the General and Limited Common Elements;

(4) cost of fuel on hand (plus sales tax), if any;

(5) charges and receipts in connection with service, maintenance and concession contracts;

(6) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

(7) cost of Building supplies on hand at Sponsor's cost (including sales tax);

(8) premiums for transferable insurance policies, if any;

(9) management fees; and

(10) other customary adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned.

The Working Capital Fund will be held and used for working capital, or for such other appropriate purposes as will be determined by the Condominium Board and may be augmented by allocations from the monthly Residential Common Charges collected from each Residential Unit. While Sponsor controls the Condominium Board (see the Section entitled "Control By Sponsor"), the Working Capital Fund will not be used to reduce estimated Residential Common Charges.

The Condominium Board will be able to utilize the money in the Working Capital Fund at any time and, accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time. However, in no event shall any portion of the Working Capital Fund be used to pay any Residential Common Charges or Residential Common Charges attributable to Unsold Residential Units.

In the event that capital expenditures for renewal or replacement of building components or systems or to remedy major building defects are needed, it may be necessary to increase Common Charges or make special assessments payable by Unit Owners who are responsible for the repair and replacement of the Common Element in need of such renewal, replacement or remedy. Alternatively, the Board may determine to seek financing from a bank or other lending institution for such expenditures in accordance with the terms of the By-Laws and subject, in certain instances, to Unit Owner approval. In addition, pursuant to the By-Laws each Board is entitled to determine amounts for a reserve for replacements in establishing the annual budgets. No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium operation. Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

MANAGEMENT AGREEMENT

The Condominium Board will enter into a management agreement with Andrews Building Corp. having an address at 666 Broadway, New York, New York 10012 as the Managing Agent, with respect to the Building at or prior to the First Closing. The principals of the Managing Agent are not affiliated with Sponsor or its principals.

The management agreement provides for a term of one (1) year commencing on the First Closing and thereafter, if not otherwise terminated by the either Condominium Board or the Managing Agent on thirty (30) days written notice.

The Managing Agent will receive an annual fee of $34,200, paid in installments of $2,850 due and payable on the first day of each month. The Condominium Board will also be required to reimburse the Managing Agent for its reasonable and customary out-of-pocket expenses incurred in managing the Building. In addition, for services rendered to Residential Unit Owners (other than Sponsor or its designee) in connection with processing applications to sell or otherwise transfer Units and obtaining necessary waivers of the right of first refusal by any Boards, the Managing Agent shall receive the following fees from Residential Unit Owners (i) $300.00 in connection with the processing of a lease application for a Residential Unit Owner, (ii) $350.00 in connection with a Residential Unit Owner's application for an appraisal or mortgage refinancing and (iii) $150.00 in connection with the alteration or renovation of a Residential Unit where an alteration does not entail in excess of $20,000 of work. In the event such alterations exceed $20,000 the Managing Agent shall be entitled to further reasonable fees to reimburse Managing Agent for its services rendered. In addition, refundable fees for move-in may be required of each purchaser. Such fees may be retained by the Condominium in the event a Purchaser or its agents damages the Common Elements during the move in. The fees charged by the Managing Agent are consistent with fees charged with other managing agents managing buildings in Manhattan.

The duties and services to be rendered by the Managing Agent include, among others:

(1) billing and collecting Residential Common Charges and Commercial Common Charges payable by Unit Owners and General Common Charges payable by the Condominium Board;

(2) causing the Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Condominium Board. The approval of the Condominium Board is necessary for any expenditure of over $1,500 for any one item of ordinary repairs or alterations (other than emergency repairs or repairs to comply with a governmental notice or order);

(3) contracting for necessary services and purchasing all supplies necessary to properly maintain and operate the Building and its Common Elements subject to the approval of the Condominium Board; provided, however that any contract having a term longer than one (1) year or for an amount in excess of $1,000 must be authorized by the Condominium Board;

(4) checking all bills received in connection with the maintenance and operation of the Common Elements and causing all such bills and other expenses to be paid;

(5) supervising, hiring and discharging employees necessary for the proper maintenance and operation of the Building;

(6) rendering monthly statements of receipts and disbursements to the Condominium Board or other designated entity, upon request;

(7) maintaining payroll records and filing withholding tax statements for employees;

(8) maintaining accurate sets of books for the Condominium Board;

(9) cooperating with the Board's accountants in preparing and submitting annually to the Condominium Board an operating budget of the anticipated income and expenses for the ensuing year;

(10) attending meetings of the Board and Unit Owners, and preparing agendas and sending notices relating to such meetings; and

(11) generally, doing all things deemed reasonably necessary or desirable by the Boards for the proper management of the Building.

The Managing Agent, at the expense of the Condominium, will be bonded during the term of the Management Agreement under fidelity or general surety bonds in the amount of $250,000 for any loss resulting from fraudulent or dishonest acts committed by the Managing Agent, its directors, officers or employees. The Condominium Board is also required to indemnify the Managing Agent against liability for claims arising from the Managing Agent's management of the Building provided the Managing Agent was acting pursuant to the terms of the Management Agreement and was not guilty of gross negligence or willful misconduct. The Management Agreement is assignable by the Managing Agent only with the prior written consent of the Condominium Board.

IDENTITY OF PARTIES

Sponsor

Sponsor is 141 Acquisition Associates LLC, a Delaware limited liability company, formed on July 8, 2005, with an office c/o Savanna Properties, 10 East 53rd Street, New York, New York 10022. The members of Sponsor are 141 Fifth Avenue Partners LLC as to a 15.5% interest, CIF 141 Fifth LLC ("CIF 141") as to a 62% interest and 141 Fifth Participation, LLC ("144 Fifth Participation") as to a 22.5% interest.

141 Fifth Avenue Partners LLC ("141 Partners") is a member of and the administrative manager of Sponsor, 141 Fifth Avenue Manager LLC ("141 Manager") is the managing member of 141 Partners and Savanna 141 Principals LLC ("Savanna Principals") is the manager of 141 Manager. The individual principals of the Sponsor are Christopher Schlank and Nicholas Bienstock. Messrs. Schlank and Bienstock are the managers of Savanna Properties which is a private real estate investment firm based in New York City that focuses on investing in and redeveloping properties in the northeast. Both Messrs. Schlank and Bienstock have been in the real estate business for over twenty (20) years and have been principals in cooperative and condominium offerings at the following properties: 704 Broadway Condominium – 704 Broadway, New York, N.Y.; 50 Warren Street Condominium – 50 Warren Street, New York, N.Y., and the Spears Building Condominium – 525 West 22nd Street, New York, N.Y.

There have been no prior felony convictions of Sponsor, or any principals of Sponsor, and no prior convictions, injunctions and judgments against Sponsor, or any principals of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within 15 years prior to the submission of the Plan.

Neither Sponsor nor its principals have entered into contracts or agreements, written or oral, or accepted deposits or advances of funds for the purchase of Residential Units as of the Filing Date of the Plan.

Selling Agent

Core Group Marketing ("Core") with offices at 417 Fifth Avenue, New York, New York 10016, is the Selling Agent retained by the Sponsor in connection with the offering of Residential Units. Core is engaged in the brokerage and sale of residential properties in the New York metropolitan area. The firm has no financial relationship, past or present, to the Sponsor. Shaun Osher and Steven Ganz are the principals of Core.

There have been no prior felony convictions of Selling Agent or any principals of Selling Agent and no prior convictions, injunctions and judgments against Selling Agent, or any principals of Selling Agent that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Managing Agent

Andrews Building Corp. ("Andrews"), a New York corporation, having an office at 666 Broadway, New York, New York 10012 will be the managing agent for the Building. (See the

Section entitled "Management Agreement" in Part I of the Plan). The Managing Agent is not affiliated with Sponsor.

Andrews has been in the management business for over twenty (20) years in the New York metropolitan area and is experienced in the management of residential properties. The company currently manages approximately two hundred (200) condominium or cooperative apartment buildings in New York City. Eugene Andrews, the principal of Andrews, has experience in many phases of real estate including, specifically, management of residential apartment buildings in New York City, among them the following: 30 Crosby Street, New York, New York; 136 East 56th Street, New York, New York; 149 Ludlow Street, New York, New York; 50 West 96th Street, New York, New York; the Atlanta Condominium at 25 North Moore Street, New York, New York; and the Juilliard Condominium at 14-22 Leonard Street, New York, New York. Andrews has no relationship with or to the Sponsor.

There have been no prior felony convictions of the Managing Agent or any principals of the Managing Agent and no prior convictions, injunctions and judgments against the Managing Agent, or any principals of the Managing Agent that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Attorneys for Sponsor

Sponsor has retained the law firm of Wolf Haldenstein Adler Freeman & Herz LLP, having an office at 270 Madison Avenue, New York, New York 10016 to represent it in connection with the Plan. Wolf Haldenstein Adler Freeman & Herz LLP prepared the Plan, the Declaration, the By-Laws and the forms of Purchase Agreement, Residential Unit Deed and Residential Unit Power of Attorney and has also rendered an opinion with respect to the availability of income tax deductions to purchasers of Residential Units and compliance with Section 339-i of the Real Property Law. Jeffrey M. Schwartz, Esq. had principal responsibility for the preparation of the Plan. Wolf Haldenstein Adler Freeman & Herz LLP will serve as Escrow Agent and will represent Sponsor in connection with matters relating to Unit Closings.

Sponsor's Architects/Engineers

The architect who prepared the Description of Property set forth in Part II of the Plan is Cetra/Ruddy Incorporated, having an office at 584 Broadway, New York, New York 10012, which has had extensive experience in residential design and overall planning.

MGJ Associates Inc., Consulting Engineers, having an office at 116 West 32nd Street, New York, New York 10001, is the mechanical engineer for the Building.

Goldstein Associates, having an office at 31 West 27th Street, New York, New York 10001 is the structural engineers for the Building.

Sponsor's Condominium Expert

Andrews Building Corp., having an address at 666 Broadway, New York, New York 10012, estimated all amounts of income and expenses in Schedule B, "Projected Budget For First Year of Condominium Operation", in consultation with Sponsor and provided its opinions

regarding the adequacy of the Budget, the adequacy of the Common Charges payable by the Commercial Unit Owner and Sponsor's compliance with Section 339-i of the Real Property Law.

REPORT TO UNIT OWNERS

It is the obligation of the Condominium Board to give all Unit Owners annually:

(1) A certified financial statement of the Condominium prepared by a certified public accountant within 120 days after the end of the Condominium's fiscal year;

(2) Prior written notice of the Annual Meeting of Unit Owners; and

(3) A copy of the proposed annual budget for the Condominium at least 10 days prior to the date set for adoption by the Condominium Board and while the Sponsor is in control of the Condominium Board, such budget shall be certified pursuant to 13 NYCRR §20.4(d).

RECORDATION, INSPECTION AND DELIVERY OF DOCUMENTS

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection by prospective Purchasers, and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six years all without charge and for copying for a reasonable charge. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's Office following the recording of the Declaration, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-Laws will be recorded in advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be in the City Register's Office.

GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Exact copies are contained in Part II of the Plan of the form of Declaration, form of By-Laws, form of Purchase Agreement, form of Residential Unit Deed, form of Residential Unit Power of Attorney and other documents and Purchasers are urged to read the documents set forth in Part II of the Plan in their entirety. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with Sponsor, are necessarily not complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

Under applicable Federal and local law, leaded paint can no longer be used in the construction of the Building.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, the Purchasers of Residential Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

No party other than the respective Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, upon amendment to the Plan, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor, the Purchasers and/or prospective Purchasers under the Plan. However, Sponsor may not unilaterally cancel a Purchase Agreement which is in effect, except as therein provided, as in the case of an uncured default, nor unilaterally change the purchase price or payment terms contained in such Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a substantial amendment to the Plan that materially adversely affects Purchasers, except as otherwise provided herein, Purchasers will have a right of rescission which may only be exercised within 15 days from the date of presentation of said amendment. Sponsor shall promptly return any Down Payment, together with any interest thereon, to Purchasers who rescind, except that Sponsor shall retain the Down Payment (and any interest thereon) of any Purchaser who is in default under the Purchase Agreement beyond any applicable grace period.

In accordance with the provisions of the laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person in the sale of Units offered by the Plan or in the leasing of any such Units because of such person's sex, race, creed, color, national origin, marital status, age, disability, sexual orientation or any other ground proscribed by law.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

The Property and the Buildings have not been the subject of any prior public offerings.

No cooperative interest in realty or condominium unit have been offered for sale and no reservations, binding or non-binding, will be made until this Plan has been accepted for filing by the Department of Law. No deposits will be accepted by Sponsor until this Plan has been accepted for filing.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor hereby adopts the Description of Property set forth as Exhibit 4 in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Property.

428053

EXHIBIT "1"

PURCHASE AGREEMENT FOR RESIDENTIAL UNIT

PURCHASE AGREEMENT

141 Acquisition Associates LLC

Sponsor-Seller

TO

_____

Purchaser

UNIT NUMBER _____

OF

141 FIFTH AVENUE CONDOMINIUM
141 FIFTH AVENUE
NEW YORK, NEW YORK 10010

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UNIT NUMBER(S)_____

OF

141 FIFTH AVENUE CONDOMINIUM
141 FIFTH AVENUE
NEW YORK, NEW YORK 10010

(to be executed in quadruplicate)

AGREEMENT, made as of _____, 20__, between 141 Acquisition Associates LLC, a Delaware limited liability company, having an office at c/o Savanna Partners, 10 East 53rd Street, New York, New York 10016 ("Sponsor"), and _____, having an address at _____ ("Purchaser").

WITNESSETH:

1. THE PLAN. Purchaser acknowledges having received and read a copy of the Offering Plan for 141 Fifth Avenue Condominium and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least three (3) days prior to Purchaser's signing this Agreement. If Purchaser has not received the Plan and all amendments thereto at least three (3) full days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement within seven (7) days from the date of this Agreement. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding.

2. DEFINITIONS. Terms used herein which are also used in the Plan shall have the same meanings herein as therein unless the context otherwise requires.

3. THE UNIT. Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the unit(s) ("Unit"), together with the percentage of undivided interest in the Common Elements of the Condominium appurtenant thereto.

4. PURCHASE PRICE.

4.1. The purchase price for the Unit (the "Purchase Price") is $_____

The Purchase Price is payable as follows:

(a) $_____ [an amount that is at least 10% of the Purchase Price] (the "Initial Down Payment"), due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged; and

(b) $_____, [an amount that is 5% of the Purchase Price] [the "Additional Down Payment"] due within one hundred twenty (120) days after the execution of this Agreement, by check (subject to collection). Purchase Agreements entered into after the construction of the building has been completed and the Plan has been declared effective, shall not require an Additional Down Payment; and

(c) $_____, constituting the balance of the Purchase Price, by good certified check of Purchaser or official bank check, payable on the delivery of the deed as hereinafter provided.

4.2. All checks shall represent United States currency and shall be drawn on or issued by a New York bank or trust company which is a member of The New York Clearing House Association, unless otherwise agreed to by Sponsor. Checks for the Initial Down Payment and the Additional Down Payment (the Initial Down Payment and the Additional Down Payment are referred to collectively as the "Down Payment") shall be made payable to "Wolf Haldenstein Adler Freeman & Herz LLP, Escrow Agent". Checks for the balance of the Purchase Price shall be made payable to the direct order of "141 Acquisition Associates LLC" or such other party as Sponsor may designate upon not less than two (2) days prior notice. If any check is returned for insufficient funds or any other reason, Sponsor at its option, may declare this Agreement void ab initio and of no further force and effect and may institute an action against Purchaser for the collection of the Down Payment as liquidated damages or may declare a default by Purchaser under this Agreement which shall entitle Sponsor to exercise any of the remedies set forth in Article 15 hereof.

5. AGREEMENT NOT CONTINGENT UPON FINANCING. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Section 4 of this Agreement, and Purchaser understands and agrees that his failure to obtain such financing will not relieve him of his obligations hereunder. Purchaser further understands and agrees that if he chooses to finance his purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in his financial status or condition shall release or relieve him of his obligations pursuant to this Agreement.

6. CLOSING OF TITLE.

6.1. The closing of title shall be held at such place in the City and State of New York and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior written notice. In the event the Purchase Agreement is executed prior to the Plan being declared effective, the Closing shall not occur until at least thirty (30) days after the Plan is declared effective. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's attorneys at closing an extra fee as set forth in the Plan. Sponsor, from time to time, may adjourn the date and hour for closing on written notice to Purchaser, which notice shall fix a new date, hour and place for the closing of title and will be given not less than two (2) business days prior to the new scheduled date and time for closing.

6.2. The closing of title shall occur only after or concurrently with the compliance with the prerequisites as set forth under "Terms of Sale" in Part I of the Plan.

6.3. The term "Closing Date" or "closing of title" or words of similar import, whenever used herein, shall mean the date designated by Sponsor on which the deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 6.1 hereof.

7. DELIVERY OF THE DEED AND UNIT POWER OFATTORNEY.

7.1. At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed without covenant against grantor's acts conveying title to the Unit to Purchaser. The deed shall be prepared by Sponsor in substantially the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes, and Sponsor and Purchaser shall duly execute a New York City Real Property Transfer Tax return and any other forms then required by law, all of which shall be prepared by Sponsor.

7.2. At the closing of title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board and Sponsor substantially in the form set forth in Part II of the Plan.

7.3. The deed and power of attorney to the Condominium Board and Sponsor shall be delivered to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded, the deed shall be returned to Purchaser and the power of attorney shall be sent to the Managing Agent.

7.4. Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the Code Withholding Section and (ii) each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with IRS §6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

8. MARKETABLE TITLE. At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances other than those expressly agreed to by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any encumbrance to which title is not to be subject shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) Royal Abstract Corp., having an address at 500 Fifth Avenue, Suite 1540, New York, New York 10110, Attn: Martin Kravet (Tel.: 212-376-0900; Fax: 646-775-4988), (or such other title insurance company as Purchaser may utilize), is or would be willing, in a fee policy issued by it to the Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

9. CLOSING ADJUSTMENTS.

9.1. Subject to Paragraph 15 hereof, the following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Common Charges for the month in which title closes; and

(c) accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering the Unit.

9.2. If a Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If a Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 9.1(a) hereof shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit.

9.3. Purchaser hereby agrees that, if Sponsor obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the closing of title.

9.4. The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein.

10. MORTGAGE TAX CREDIT. In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, it is specifically understood that such credit shall inure to the benefit of Sponsor. Accordingly, at closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. Sponsor at closing will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

11. CLOSING COSTS.

(A) In addition to those costs and adjustments described in Articles 9 and 10 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in Part I of the Plan entitled "Closing Costs and Adjustments." The Closing Costs and Adjustments include, but are not limited to, the following:

(i) The New York City Real Property Transfer Tax;

(ii) The New York State Transfer Tax;

(iii) The New York State Additional Transfer Tax (commonly referred to as the "Mansion Tax");

(iv) A working capital contribution equal to one (1) months Common Charges; and

(v) The legal fees of Sponsor as set forth in the Plan.

12. DOWN PAYMENT. The Down Payment made pursuant to this Agreement is subject to the requirements of Section 71-a(3) of the State of New York Lien Law and Sections 352-e(2)(b) and 352-h of the General Business Law of the State of New York. Any Down Payment received from Purchaser will be held in accordance with the provisions of the Subsection entitled "Escrow and Trust Fund Requirements" under the Section entitled "Procedure to Purchase" set forth in Part I of the Plan. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Down Payment to Seller in the event Seller and Purchaser close title under this Agreement. Sponsor is required by law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on Purchaser's Down Payment, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this paragraph.

13. BINDING EFFECT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS. Purchaser hereby accepts and approves the Plan (including the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof

14. AGREEMENT SUBJECT TO MORTGAGE. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage, including, but not limited to, any construction or building loan mortgage, heretofore or hereafter made any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of each Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless Purchaser voluntarily assumes such mortgage or consents to the continuation of the lien thereof. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its (their) undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

15. DEFAULT BY PURCHASER.

15.1. TIME IS OF THE ESSENCE with regard to Purchaser's obligations to make the Additional Down Payment, pay the balance of the Purchase Price and to perform Purchaser's other obligations under this Agreement. If Purchaser fails to make such payment when required as herein provided or fails to perform any of Purchaser's other obligations hereunder, Sponsor shall give written notice to Purchaser of such default. If such default shall not be cured within thirty (30) days thereafter, Sponsor may, at its option, cancel this Agreement by notice of cancellation to Purchaser. If Sponsor elects to cancel this Agreement, (a) Sponsor may retain all sums deposited by Purchaser hereunder (including any amounts paid by Purchaser for additional work in the Unit), together with interest earned thereon, as liquidated damages (Sponsor's actual damages being difficult or impossible to ascertain) and, upon retaining such sum, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan and (b) Sponsor may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale).

15.2. If Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date (a) the closing apportionments described in Section 9.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

16. WITHDRAWAL OR ABANDONMENT OF PLAN. The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in Part I of the Plan. Provided Purchaser is not then in default under this Agreement beyond any applicable grace period, if the Plan is withdrawn or abandoned, this Agreement shall be deemed canceled and, not later than ten (10) days thereafter, Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, and, upon making such payment, neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan.

17. SPONSOR'S INABILITY TO CONVEY THE UNITS. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability, and, in such case, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall,

within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, and, upon making such payment, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within fifteen (15) days after the giving of Sponsor's notice of refusal to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

18. FIXTURES, APPLIANCES AND PERSONAL PROPERTY. Only those fixtures, appliances and items of personal property which are described in the Description of the Property in Part II of the Plan as being part of the Unit are included in the sale of the Unit pursuant to the provisions of this Agreement. At the Closing, Sponsor shall transfer to Purchaser any assignable warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit.

19. ACCEPTANCE OF CONDITION OF PROPERTY. Purchaser shall accept title (without abatement in, or credit against, the Purchase Price or any provision for escrow deposits at the closing of title) notwithstanding the failure to complete construction of (a) minor details of the Unit or the Property, (b) other Units or (c) the Common Elements of the Property which do not prevent Purchaser's use of the Unit. Purchaser shall carefully inspect the Unit prior to the closing of title and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if Purchaser finds that Sponsor's improvements have not been completed, although such improvements have been substantially completed, then Sponsor and Purchaser will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Unit by Sponsor following the closing of title. Sponsor shall have no obligation to complete any work to the Unit which is not specifically designated on the inspection statement by Purchaser, except for work necessary to cure violations and to obtain a temporary or permanent certificate of occupancy covering the Unit. Purchaser will receive five (5) business days notice that the Unit is available for inspection. If Purchaser fails to inspect the Unit within said five (5) day period, Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. Except as expressly provided in this Agreement or the Plan, including but not limited to subparagraph (1) of the subsection entitled "Sponsor's Obligations with Respect to the Building" of the Section entitled "Rights and Obligations of Sponsor," Sponsor shall have no obligation to repair or improve the Unit, any portion of the Property, or the appliances, equipment or fixtures attached to or used in connection with the Unit or the Property.

Sponsor will not be obligated to correct, and will not be liable to any Board or Unit Owner as a result of any defects in construction, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including kitchen appliances and bathroom fixtures), as specifically set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor".

Notwithstanding the foregoing, Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filling or refinishing the same, but Sponsor will not be obligated to replace any such surfaces.

20. DAMAGE TO THE UNIT. If between the date of this Agreement and the closing of title the Unit is damaged by fire or other casualty, the following shall apply:

20.1. The risk of loss to the Unit by fire or other casualty is assumed by Sponsor until the earlier of closing of title or possession of the Unit by Purchaser, but without any obligation or liability by Sponsor to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the respective Boards and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title.

20.2. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed canceled and of no further force and effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, and neither party hereto shall have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain all such sums deposited by Purchaser hereunder, together with any interest earned thereon, as and for liquidated damages.

21. NO REPRESENTATIONS. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented, Purchaser having relied solely on his own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan.

22. PROHIBITION AGAINST ADVERTISING. Prior to the closing of title, Purchaser agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent.

23. BROKER. Purchaser represents to Sponsor that Sponsor, Sponsor's Selling Agent and _____ are the only brokers or sales agents with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by said broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the aforementioned broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article 23 shall survive the closing of title.

24. AGREEMENT MAY NOT BE ASSIGNED. Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall be required to pay Sponsor's reasonable attorneys' fees in advance, for preparation of an assignment agreement.

25. BINDING EFFECT. This Agreement shall not be binding on Sponsor until a fully executed counterpart hereof has been delivered to Purchaser. If this Agreement is not accepted within thirty (30) days from the date hereof by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and canceled and the deposit paid on the execution hereof shall be promptly returned to Purchaser. If Purchaser has not received the Plan and all amendments thereto at least three full (3) days prior to Purchaser's signing this Agreement, the Purchaser shall have the right to rescind this Agreement within seven (7) days from the date of this Agreement.

26. NOTICES. Any notice, request, letter, consent or other communication hereunder or under the Plan shall be in writing and hand delivered or sent, postage prepaid, by registered or certified mail, to Purchaser at the address given at the beginning of this Agreement, and to Sponsor at the address given at the beginning of this Agreement, with a copy to Wolf Haldenstein Adler Freeman & Herz LLP, 270 Madison Avenue, New York, New York 10016, Attn: Jeffrey M. Schwartz, Esq. in the same manner as notice is given to Sponsor, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of hand delivery or mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself.

27. JOINT PURCHASERS. The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be joint and several.

28. PERFORMANCE BY AND LIABILITY OF SPONSOR. Purchaser's acceptance of the deed for the Unit shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Sponsor to be performed pursuant to the provisions of this Agreement, the Plan, 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the Plan) and General Business Law §352-e, except those (if any) herein or therein expressly stated to survive delivery of such deed.

29. FURTHER ASSURANCES. Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. COSTS OF ENFORCING AND DEFENDING AGREEMENT. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder.

31. SEVERABILITY. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

32. STRICT COMPLIANCE. Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

33. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

34. WAIVER OF JURY. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby.

35. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties with respect to the subject matter hereof.

36. CERTAIN REFERENCES. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or

similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement.

37. CAPTIONS. The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof

38. RULE OF CONSTRUCTION. There shall be no presumption against the draftsman of this Agreement.

39. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall bind and inure to the benefit of Purchaser and his heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

40. NO ORAL CHANGES. This Agreement cannot be changed or terminated orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO OR BY AN AMENDMENT TO THE PLAN.

41. AMENDMENTS TO THE PLAN. Subject to any provision of the Plan to the contrary, if there is a substantial amendment to the Plan that materially and adversely affects Purchaser, Purchaser will have a period of fifteen (15) days from the date of presentation of said amendment within which to rescind this Agreement and, if Purchaser exercises such right of rescission, Sponsor shall return the Down Payment, together with any interest thereon, pursuant to this Agreement within thirty (30) days.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SPONSOR:

141 ACQUISITION ASSOCIATES LLC

By: Savanna 141 Principals LLC, Manager

By: _____
Name:
Title: Manager

PURCHASER:

_____

_____

_____
(Social Security or Federal I.D. Number)

Telephone No. _____

PURCHASER'S ATTORNEY:

_____

_____

_____

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. State of facts shown on Survey made by Earl B. Lovell dated June 12, 1912 and a line survey made by Earl B. Lovell – S.P. Belcher, Inc. dated September 8, 1952 both redated by visual examination of Earl B. Lovell – S.P. Belcher, Inc. on May 28, 1996 and both last redated by Earl B. Lovell - S.P. Belcher, Inc. on July 25, 2005 or a personal inspection of the Property would show, provided such facts would not make title to the Unit unmarketable, except as otherwise permitted herein.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration of Condominium, the By-Laws and the Rules and Regulations, the Power of Attorney from the Grantee to the Condominium Board, and the Floor Plans; as all of the same may be amended from time to time.

4. Consents by the Grantor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Rights of tenants or persons in possession.

7. Revocability of licenses for vault space, if any, under the sidewalks and streets and any and all loss claim or damage resulting from prior vault tax charges.

8. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

9. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

10. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the closing of title.

11. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that the Grantor shall pay all such assessments due

prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Grantee shall pay all assessments due from and after the Closing Date.

12. Any declaration or other instrument affecting the Property which the Grantor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

13. Any encumbrance as to which Chicago Title Insurance Company (or such other New York Board of Title Underwriters member title insurance company which insures the Grantee's title to the Unit) would be willing, in a fee policy issued by it to the Grantee, to insure the Grantee that such encumbrance (1) will not be collected out of the Unit if it is a lien or (2) will not be enforced against the Unit if it is not a lien.

14. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Residential Unit for residential purposes.

15. Any lease covering the Unit made from the Grantor to the Grantee.

16. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board, or another Unit Owner to correct.

17. Premises or part of premises have been designated as a Landmark, Landmark Site, or Historic District, and are subject to the restricted use as provided in the New York City Charter. (Charter Chapter 74 Sections 3020 and 3021 and Administrative Codes Section 25-301 to Section 25-322).

18. Landmark designation recorded 10/13/89 in Reel 1628 page 1160 – "Ladies Mile Historic District".

19. Restrictive Declaration made by _____ dated _____ and recorded _____ as CRFN _____.

20. Declaration of Condominium dated August 10, 2006 and recorded in the New York County Register's Office on October 26, 2006 at CRFN 2006000600640.

21. Emergency repair liens and lien for sewer surcharge(s) pursuant to Sec. 687-1-0 Administrative Code, if any.

22. All water meter and sewer rent charges from date of the last actual reading of the meter(s).

EXHIBIT "2"

RESIDENTIAL UNIT POWER OF ATTORNEY

DOCUMENT 2

EXHIBIT E TO DECLARATION OF CONDOMINIUM ESTABLISHING 141 FIFTH AVENUE CONDOMINIUM

UNIT OWNER'S POWER OF ATTORNEY

[To be Executed in Triplicate]

This Unit Owner's Power of Attorney is being made as of _____ ___, _____, by _____ (hereinafter (collectively)* called "**Principal**"), having an (office)* (residence)* address at _____ _____, as owner of the unit designated in the Declaration as Residential Unit _____ ("**Unit**") of 141 Fifth Avenue Condominium, located at 141 Fifth Avenue (a/k/a 141-147 Fifth Avenue and 2-8 East 21st Street), New York, NY, and also designated as Tax Lot ___ in Section 3, Block 849 on the Tax Map, in favor of the individuals who from time to time comprise the Board of Managers of said Condominium, in their capacity as Board Members, 141 Acquisition Associates LLC, 141 Fifth Avenue LLC, each Commercial Unit Owner, each Authorized First Sold Residential Unit Owner and each Sold and Unsold Unit Owner, and each Successor of each such Attorney-in-Fact, as provided in Sections 3 and 7 below.

* *Delete where inapplicable.*

TERMS: The terms of this Unit Owner's Power of Attorney are set forth in Sections 1 through 10, which start on the page immediately following the Acknowledgment entitled "Terms of Unit Owner's Power of Attorney".

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AFFIRMATION AND ATTESTATION: Principal affirms, attests and covenants that this instrument is legal and valid, has been duly authorized by all requisite organizational action, is being duly executed by a duly authorized signatory, and is binding upon and fully enforceable against Principal in accordance with its terms, and may be so relied upon each "Attorney-in-Fact" (as defined and identified in this instrument).

PRINCIPAL:

Signature: _____ _____
[Name of Principal]

Name: _____ By: _____
[Name of Principal's General Partner or Manager/Member]

Signature: _____ _____
[Print Name of Signatory]

Name: _____ _____
[Title of Signatory]

ACKNOWLEDGMENT

State of New York)
) ss.:
County of _____)

On the _____ day of _____ in the year _____ 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) 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 _____ 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 _____ 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

TERMS OF UNIT OWNER'S POWER OF ATTORNEY

Section 1. **Definitions**

1.1 The following terms are frequently used in this instrument and will have the respective meanings given to them:

"**Building**": The building known by the street address for the Residential Units of 141 Fifth Avenue (a/k/a 141-147 Fifth Avenue and 2-8 East 21st Street), New York, New York 10010.

"**By-Laws**": The By-Laws of the Condominium set forth as EXHIBIT D to, and recorded together with, the Declaration, as such By-Laws or a provision thereof may be amended from time-to-time in accordance with its provisions.

"**Condominium**": The condominium which is the subject of the Declaration, known as 141 Fifth Avenue Condominium, and established on the Property by the filing and recording of the Declaration, the By-Laws and the Floor Plans of the Condominium.

"**Declarant**": 141 Acquisition Associates LLC and 141 Fifth Avenue LLC.

"**Declaration**": The instrument entitled "Residential Conversion Restated Declaration of Condominium" Establishing a Plan for Condominium Ownership of the Premises known as and by the street number for the Residential Units of 141 Fifth Avenue (a/k/a 141-147 Fifth Avenue and 2-8 East 21st Street), New York, New York 10010 and executed by 141 Acquisition Associates LLC and 141 Fifth Avenue LLC, as Declarants, and recorded in the New York County Office of the Register of the City of New York on _____, 200__ in CRFN #_____, thereby restating and superseding the original declaration dated as of August 10, 2006 and recorded in the New York County Register's Office on October 26, 2006 at CRFN 2006000600640 which established a condominium regime of ownership of the Property under Article 9-B of the Real Property Law of the State of New York, as such Declaration may be amended from time to time in accordance with its provisions by a duly executed and recorded instrument.

"**Land**": The parcel of land on which the Building is located and more particularly described in EXHIBIT A to the Declaration.

"**Property**": The Land and Building and all other improvements on or under the Land.

"**Sponsor**": 141 Acquisition Associates LLC. All references herein to "Sponsor" also shall include an Unsold Unit Owner, whether or not so expressly stated.

"**Tax Map**": The Tax Map of the Real Property Assessment Department of The City of New York for the Borough of Manhattan, County of New York, in the State of New York.

"**Unit**" or "**Principal's Unit**": The Unit of the Condominium owned by Principal and more particularly identified in the preamble of this Unit Owner's Power of Attorney.

The words and terms defined in the Declaration (including EXHIBIT C thereof) and the By-Laws that are used herein without express definition shall have the same meanings given to them in said instruments.

Section 2. **Unit Owned by Principal**

2.1 Principal is the owner of record of fee title interest in the Unit of the Condominium. The Unit and its Tax Lot identified in the preamble of this Unit Owner's Power of Attorney correspond to the designation of the Unit in the Declaration and on the Floor Plans of the Condominium ("**Floor Plans**") filed with the Real Property Assessment Department of The City of New York and the designation of the Tax Lot of the Unit in Section 3, Block 849 on the Tax Map of the Borough of Manhattan of said Real Property Assessment Department and on said Floor Plans.

Section 3. **Authorization, Appointment and Designation of Agents and Attorneys-in-Fact**

3.1 Principal hereby confirms all powers of attorney deemed to have been granted and given by Principal under the Declaration and By-Laws and, in furtherance thereof, Principal reaffirms same, including (without limitation) those set forth below.

3.2 With the intention to constitute a durable limited power of attorney, Principal does hereby irrevocably authorize, appoint and designate each of the following (each, an "**Attorney-in-Fact**") as agent and Attorney-in-Fact of Principal, "coupled with an interest" and for valuable consideration, with full power of substitution, to act on behalf and as agent of Principal and in the name, place and stead of the Principal in any way which the Principal could do if personally present, to the full extent that Principal is permitted by law to act through an agent, with respect only to all of those matters, transactions and Dispositions stated in the Declaration or By-Laws that each such Attorney-in-Fact has the authority or power to do or perform on behalf and as agent of Principal, including (but not limited to) the following:

(a) each Unit Owner (including Sponsor and each Commercial Unit Owner) and the individuals who shall from time-to-time constitute the members of the Condominium Board (in their capacity as Board Members), severally, as agent and Attorney-in-Fact of Principal, having the right, power and authority to (i) amend the Condominium Documents in accordance with Article 22 of the Declaration and Article 22 of the By-Laws, including an Amendment to reflect a Unit Change of a Unit owned by the applicable Attorney-in-Fact in accordance with Article 13 of the Declaration, and (ii) to modify, amend or cancel the Restrictive Declaration dated _____ executed by Sponsor and recorded on _____ at CRFN _____;

(b) the Sponsor and the individuals who shall from time to time constitute the Condominium Board (in their capacity as Board Members), severally, as agent and Attorney-in-Fact of Principal, having the right, power and authority to grant Utility Easements and Rights and Additional Utility Easements/Rights in accordance with Section 11.11 of the Declaration, or to record a correction Declaration in accordance with Section 21.6 of the Declaration;

(c) the Sponsor, each and every Unsold Unit Owner, the tenants of an Unsold Unit, each Commercial Unit Owner and other Persons who are so expressly authorized by Declarant or an Unsold Unit Owner, severally, as agent and Attorney-in-Fact of Principal, having the right, power and authority to erect and install Communications Equipment and Other Installations on, along and in portions of the Common Elements, and to thereafter inspect use, lease, license, Operate, Repair and Alter same thereon and therein, all as set forth in Section 11.14 of the Declaration; and

(d) the individuals who shall from time-to-time constitute the Condominium Board, in their capacity as Board Members and by resolution of a majority of the then existing Board Members or Residential Board Members attending a duly constituted Board meeting at which a quorum is present or by resolution of the Commercial Board Member (as applicable and as provided in the Declaration or By-Laws), as agent and Attorney-in-Fact of Principal, having the right, power and authority to do the following in the name of the Condominium Board or in the name of Condominium Board's nominee or designee, corporate or otherwise (where applicable and provided in the Declaration or By-Laws):

(d-1) the right, power and authority to exercise, perform, give, grant, delegate and withhold the powers, rights, licenses, easements, leases, subleases, concessions, mortgages, deeds, security interests, collateral, Government Documents, Litigation Documents, instruments, approvals, consents, discretions and judgments expressly authorized in the Condominium Documents (as each may be amended from time-to-time) to be exercised, performed, given, granted, delegated and withheld by the Condominium Board on behalf and as agent of all or certain Unit Owners (as applicable), including in particular (but not limited to) the following rights, powers and authority:

(d-1.1) the right, power and authority to acquire or lease in the name of the Condominium Board or its nominee or designee, corporate or otherwise, on behalf of only the Residential Unit

Owners, any Sold Residential Unit, together with its appurtenant Common Interest(s), from any Sold Residential Unit Owner desiring to sell, convey, transfer, assign or lease the same in accordance with the Match Offer Right or Right of First Refusal (as provided in the By-Laws), upon such terms and conditions as shall be approved by the Board, in its sole discretion, but subject to obtaining the approval of a majority in Common Interest of those Residential Unit Owners attending a duly constituted meeting of such Unit Owners called for such purpose, at which a quorum is present;

(d-1.2) the right, power and authority to acquire in the name of the Condominium Board or its nominee or designee, corporate or otherwise, on behalf of Unit Owners, any Unit, together with its appurtenant Common Interest, whose Owner elects to surrender the same pursuant to subsection 8.11 of the By-Laws;

(d-1.3) the right, power and authority to acquire in the name of the Condominium Board or its nominee or designee, corporate or otherwise, on behalf of all or certain Unit Owners (as applicable), any Unit, together with its appurtenant Common Interest, and other real property, whether at a sale following a foreclosure of the lien for unpaid Common Charges pursuant to the By-Laws and Section 339-aa of the Condominium Act, or to so acquire and purchase a Unit and its appurtenant Common Interest by deed given in lieu of such foreclosure, or otherwise, and in any such case upon such terms and conditions as shall be approved by the Board in its sole discretion; and

(d-1.4) (after any such acquisition or leasing pursuant to the preceding clause (d-1.1), (d-1.2) or (d-1.3), as applicable) the right, power and authority to convey, sell, lease, mortgage and otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired or purchased by the Board or its nominee or designee, or to sublease any Unit so leased by the Board or its nominee or designee, without the necessity of further authorization by the said Unit Owners, on such terms as the attorneys-in-fact may determine;

(d-2) the right, power and authority to execute, acknowledge, deliver and, if necessary, record any application, document, declaration or other instrument, or any Amendment thereto, affecting:

(d-2.1) the Condominium Association, the Property, the Common Elements or the Association's Properties, or a portion thereof, that the Condominium Board deems necessary or appropriate or is required to so do under the Declaration or the By-Laws in connection with the following: (a) to comply with any Law (including a zoning resolution or variance, or a requirement of a Governmental Authority, such as the Department of Buildings, the City Planning Commission or the Board of Standards and Appeals); or (b) to permit or facilitate the Use and Enjoyment of all or part of the Common Elements or the Association's Properties or the Units by their respective Owners or Permitted Tenants/Occupants/Invitees of Units in accordance with the Condominium Documents; or

(d-2.2) a Unit (including a Sponsor Unit, an Unsold Unit or a Commercial Unit) or (if established) its appurtenant Individual Limited Common Element that the Owner of such Unit requests, if required by the Declaration or the By-Laws or if deemed appropriate by said Attorney-in-Fact in its sole and absolute discretion.

Section 4. **Power of Substitution**

4.1 The power of substitution in the foregoing limited power of attorney in Section 3 includes the full and unqualified authority of each Attorney-in-Fact to delegate any or all of the foregoing powers given or conferred upon such Attorney-in-Fact in Section 3 to any person or persons whom such Attorney-in-Fact shall select.

Section 5. **Unaffected by Disability or Incompetence**

5.1 The limited power of attorney in Section 3 shall be a durable power of attorney and shall not be affected by the subsequent disability or incompetence of the Principal.

Section 6. **Examples of Certain Actions Authorized under Limited Power of Attorney**

6.1 The actions authorized by Principal to be performed by the Condominium Board as Attorney-in-Fact of Principal pursuant to Section 3 include all of the specific powers and duties enumerated in the By-Laws in Section 2.4 thereof.

Section 7. **Successor Attorney-In-Fact and Board Members**

7.1 Principal hereby irrevocably gives to, and confers upon, each of the following ("**Successor Attorney-in-Fact**") all of the powers herein given to, and conferred upon, Sponsor and each Unit Owner (including a Sold or Unsold Unit Owner or the Commercial Unit Owners):

(a) a "successor in interest" of Sponsor or such Unit Owner (as applicable), and each and every successive successor in interest thereof;

(b) a "Designee" of Sponsor or an Unsold Unit Owner or a Commercial Unit Owner (as applicable) with respect only to those of these powers that are so delegated to such Designee and each and every successive successor in interest thereof; and

(c) an "Involuntary Transferee" of each of the foregoing and a successor in interest of such Involuntary Transferee and each and every successive successor in interest thereof.

The quoted terms in the preceding clauses (a), (b) and (c) are defined in Article 28 of the Declaration.

7.2 The designation and appointment of Declarant or an Unsold Unit Owner or a Commercial Unit Owner or a Sold Unit Owner and each Successor Attorney-in-Fact as an Attorney-in-Fact of Principal pursuant to Section 3 and Section 7.1, respectively, shall remain in full force and effect until (but not after) Sponsor or the Person who owns an Unsold Unit or a Commercial Unit or a Sold Unit (as applicable) or said Successor Attorney-in-Fact, as applicable, ceases to own any Unit of the Condominium.

7.3 The designation and appointment of the Board Members (in their capacity as Board Members) as Attorney-in-Fact of Principal pursuant to Section 3 shall apply to, inure to the benefit of, and shall be exercisable and enforceable by each and every individual who shall from time to time constitute a member of the Condominium Board, in such individual's capacity as a Board Member.

Section 8. **Table of Contents and Headings**

8.1 The Table of Contents and Section headings in this instrument are for convenience and reference only and do not, and shall not be construed to, affect the meaning or interpretation of any provision of this instrument.

Section 9. **References**

9.1 The words "Section", "paragraph" and "clause" or similar words refer to a Section, paragraph and clause of this instrument, unless otherwise expressly stated. Similarly, the words "hereof", "herein", "above", "below" and similar terms mean this instrument.

Section 10. **Grammar**

10.1 Any word or term in this instrument that is: used in the singular, shall include the plural and vice versa; or used in any gender shall include any other gender; or used in any tense (past, present or future), shall include any other tense, whenever required by the sense of this instrument and not contrary to the express context.

END OF UNIT OWNER'S POWER OF ATTORNEY

UNIT OWNER'S POWER OF ATTORNEY

FROM

Principal: _____

_____

TO

Attorney-in-Fact: **BOARD OF MANAGERS OF 141 FIFTH AVENUECONDOMINIUM**

AND

Attorney-in-Fact: **141 ACQUISITION ASSOCIATES LLC**

AND

Attorney-in-Fact: **141 FIFTH AVENUE LLC**

AND

Attorney-in-Fact: **EACH COMMERCIAL UNIT OWNER, EACH AUTHORIZED FIRST SOLD RESIDENTIAL UNIT OWNER AND EACH SOLD AND UNSOLD UNIT OWNER**

Attorney-in-Fact: **EACH SUCCESSOR OF EACH SUCH ATTORNEY-IN-FACT**

Condominium: **141 FIFTH AVENUE CONDOMINIUM**

Address of Condominium Property: **141 FIFTH AVENUE (A/K/A 141-147 FIFTH AVENUE AND 2-8 EAST 21ST STREET) NEW YORK, NEW YORK 10010**

Principal's Unit: **Residential Unit No. _____**

County: New York
Section: 3
Block: 849
Lot: _____

RECORD AND RETURN TO:

Law Offices of
Wolf Haldenstein Adler Freeman & Herz LLP
270 Madison Avenue
New York, New York 10016
Attention: Jeffrey M. Schwartz, Esq.

EXHIBIT "3"

RESIDENTIAL UNIT DEED

UNIT DEED

THIS INDENTURE, made the _____day of _____, 20___, between 141 Acquisition Associates LLC, a Delaware limited liability company, having an office at c/o Savanna Partners, 10 East 53rd Street, New York, New York 10022 (the "Grantor") and _____ _____(the "Grantee"), having an address at _____ _____.

WITNESSETH:

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit (the "Unit") in the premises known as 141 Fifth Avenue Condominium and by the street number 141 Fifth Avenue, New York, New York, Borough of Manhattan, County if New York, City and State of New York, said Unit being designated and described as Unit No. _____ in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated _____, 200__ and recorded in the New York County office of the Register of The City of New York (the "City Register's Office") on_____, 20___ in City Register File Number _____, and also designated as Tax Lot(s) _____ in Block 849 of Section 3 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by_____, on_____,200___, and filed in the Real Property Assessment Department of the City of New York on _____ as Condominium Plan No. _____also filed in the City Register's Office on _____ _____, 200___, as Condominium Map No. _____ The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of 141 Fifth Avenue Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided _____ percentage interest in the Common Elements (as such term is defined in the Declaration):

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property as more particularly described in Schedule B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR:

141 ACQUISITION ASSOCIATES LLC

By: Savanna 141 Principals LLC, Manager

By: _____
Name: Christopher Schlank
Title: Manager

_____
Grantee

_____
Grantee

RECORD AND RETURN TO:

_____

_____

_____

_____

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

On the _____ day in _____ the year 20_____ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the _____ day in _____ the year 20_____ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the _____ day in _____ the year 20_____ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE B

REFER TO PERMITTED ENCUMBRANCES SET FORTH AS SCHEDULE A TO PURCHASE AGREEMENT

TO BE INSERTED PRIOR TO CLOSING

EXHIBIT "4"

DESCRIPTION OF PROPERTY

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141 FIFTH AVENUE
NEW YORK, NY
DESCRIPTION OF PROPERTY AND SPECIFICATIONS OR BUILDING CONDITIONS

THE FOLLOWING REPORT WAS PREPARED BY THE OFFICE OF CETRA/RUDDY INCORPORATED ON THE 22ND OF MARCH 2007

ARCHITECT/ INTERIOR DESIGNER:	John A. Cetra Architecture, P.C. Cetra/Ruddy Incorporated 584 Broadway, Room 401 New York, NY 10012
ADDRESS:	141 Fifth Avenue New York, NY 10010 Block: 849 Lot: 75 Zoning: C6-4M Map: 8d
MEP ENGINEER:	Mr. Bruce Jaffe, P.E. MGJ Consulting Engineers 116 West 32nd Street New York, NY 10001
STRUCTURAL ENGINEER	Mr. Keith Loo Goldstein Associates, PC Consulting Engineers 31 West 27th Street-6th Floor New York, NY 10001

141 FIFTH AVENUE
NEW YORK, NY
DESCRIPTION OF PROPERTY AND SPECIFICATIONS OR BUILDING CONDITIONS

This Report was prepared for the Sponsor for inclusion in an offering plan for conversion of the property to condominium units. The Report is based on (a) a visual inspection of the existing spaces and mechanical equipment and a description of the proposed work to be performed as deemed necessary, but not, unless otherwise stated herein, any tests or penetration into existing walls, ceilings, floors, etc. or removal of any remaining structural or mechanical elements. It is understood that not all aspects of the physical condition of the Property can be ascertained from a visual inspection alone, and (b) information provided by the Sponsor and/or his representatives.

This Report fairly describes the condition of the building and proposed improvements on the Property as of the date of the inspection with respect to those facts which could be ascertained from a visual inspection at that time, except as noted herein. This Report provides a general description of the Property, interior spaces and mechanical equipment and a fair summary of their general condition, but is not intended to be a complete detailed list of every piece of equipment or of their condition. Emphasis is on their condition at the time of the inspection including deficiencies probably unknown to occupants, rather than description of material make-up usually obvious to residents.

The contents of this Report are correct to the best of my knowledge and belief. This Report and the conclusions stated herein are, however, limited to actual knowledge based upon visual inspection, undertaken with due diligence, of visible portions of the Property and information voluntarily supplied by the Sponsor. No representation is made, however, as to the truth, completeness or accuracy of this information.

This Report is not to be construed as a guarantee or warranty. It is not intended or prepared for the purpose of fixing a value to the Property or as an option as to the advisability to purchase the condominium units being offered pursuant to the Sponsor's Offering Plan.

DESCRIPTION OF PROPERTY AND SPECIFICATIONS OR BUILDING CONDITIONS

A. LOCATION AND USE OF PROPERTY

B. STATUS OF CONSTRUCTION

C. SITE

D. UTILITIES

E. SUB-SOIL CONDITIONS

F. LANDSCAPING AND ENCLOSURES

G. BUILDING SIZE

H. STRUCTURAL SYSTEM

I. AUXILLARY FACILITIES

J. PLUMBING AND DRAINAGE

K. HEATING

L. GAS SUPPLY

M. AIR CONDITIONING

N. VENTILATION

O. ELECTRICAL SYSTEM

P. INTERCOMMUNICATIONS AND/OR DOOR SIGNAL SYSTEMS, SECURITY CLOSED CIRCUIT TV

Q. PUBLIC AREA LIGHTING

R. GARAGES AND PARKING AREA

S. SWIMMING POOL(S)

T. TENNIS COURTS, PLAYGROUNDS AND RECREATION FACILITIES

U. PERMITS AND CERTIFICATES

V. VIOLATIONS

W. UNIT INFORMATION

X. FINISH SCHEDULE OF SPACES OTHER THAN UNITS

Y. SAFETY AND WARNING DEVICES

Z. ADDITIONAL INFORMATION REQUIRED

141 FIFTH AVENUE
NEW YORK, NY
DESCRIPTION OF PROPERTY AND SPECIFICATIONS OR BUILDING CONDITIONS

A. LOCATION AND USE OF PROPERTY

The property is located in Manhattan, on a corner lot on the East side of Fifth Avenue, and the South side of East 21st Street. The site consists of a cellar, plus fourteen-story building.

1. Address: 141 Fifth Avenue, New York, New York
2. Block and lot number: Block: 849; Lot: 75
3. Zoning: the property lies within a C6-4M district, as shown on Map 8d of the Zoning Resolution of the City of New York.
4. Permissible use: Commercial (Use Group 6) and Multiple Dwelling (Use Group 2).

B. STATUS OF CONSTRUCTION

1. Year built: The building was originally built in the early 1900's and has been utilized for commercial use. The construction is anticipated start in September 2006. It will include the removal of a rear portion of the building at floors 3 – 11, the infill of an inner court at floors 3–13, the infill of portions of 3 floors, at floors 11,12 &13, and creating a floor within an existing enclosure at floor 14. It is anticipated that the building will be substantially completed on or about September 2007 unless delayed by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire or elements or any other cause over which the Sponsor has no control.
2. Class of construction: The Building will be classified as Construction Class1-C (Non-Combustible). The Plans for alterations were filed under Application Number 104296708 with the Department of Buildings. Permit Number 104296708 will be issued for the Construction of this Project by the Department of Buildings.
3. Certificate of Occupancy: The building has an existing Certificate of Occupancy, No. 100025. The Plans for alterations were filed under Application Number 104296708 with the Department of Buildings. The alteration work will require a change to the Certificate of Occupancy. A single Certificate of Occupancy will be issued for the entire building, as renovated. Are all renovations in compliance with LL 58 Re: Handicapped Access
4. Where materials, appliances, equipment, fixtures and other construction and design details are specified in this report Sponsor has reserved the right to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal or better quality.

C. SITE

1. Size: Site Area: 8,460 SF
2. Number of Buildings and Use: one with a cellar plus fourteen-story residential with ground floor retail and second floor office space.
3. Streets owned or maintained by the project: None
4. Drives, Sidewalks and Ramps
   i. Paving: The condition of the existing asphalt street is acceptable. The concrete sidewalk condition is acceptable.

ii. Curbing: The granite curb condition is acceptable.
iii. Catch Basins, drainage: None.
iv. Street Lighting: None.
v. These items are in conformity with local codes.

D. UTILITIES

Water and Sewer

Potable water shall be supplied from the New York City public water system via a new 3" water service at East 21st street side of the building. The service is metered at the point of entry with a single Master City Meter.
Existing 6" combined building sewers exit the building into the public combined sewer system at East 21st street.
The charges for water and sewer services provided to the Building (including the Residential Units and in the common areas of the Building) will be levied on the basis of Master City Meter and borne by the Residential Unit Owners as a common expense.
Any water consumed in the Commercial Unit will be separately sub-metered, and the cost (including the attendant sewer charges) will be borne by the commercial unit tenant. The charges for water and sewer service provided to the balance of the building will be levied on the basis of metered usage and the cost of the same will be borne by the residential unit owner as a common expense.

Gas

Gas service shall be supplied via an existing single 2" Con Edison gas main entering the building from East 21st street.
The cost of the gas consumed by the cooking, the corridor and kitchen roof top make up air conditioning units, and home office ventilation systems will be borne by the Unit Owners as a common expense and be allocated to each Unit as noted in the budget.

Steam

Steam service shall be supplied via a new 3" Con Edison high pressure steam main entering the building underground from Fifth Avenue.
The cost of steam consumed by the building for heating and domestic hot water generation will be borne by the Unit Owners as a common expense and be allocated to each Unit as noted in the budget.
Low-pressure steam will be provided for the ground and second floor commercial tenant(s) a steam sub-meter(s) shall be installed and they shall bear the proportionate share of the utility expense.

Electrical

A new electrical service will be supplied by Con Edison from East 21st Street. The service will be 4000 amperes, 120/208 volt, 3 phase, 4 wire.
The electricity consumed by each residential units will be metered individually by Con Edison.
The electricity consumed by the ground floor retail and office tenant(s) shall be metered individually by Con Edison.
The electricity consumed for the common areas and central systems serving the Building will be metered by Con Edison, or other service provider, and the cost of the same will be borne by the Unit Owners as a common expense.
Each residential unit will receive its own load center. The load center will be sized to accommodate modern usage, to include, but not limited to lighting, receptacles and kitchen appliances.

Telephone

Verizon shall install and maintain telephone service entering the building underground at 21st Street.
Every Unit Owner will be required to pay their associated telephone charges and initial charges for activating individual outlets in the Unit.
The telephone charges with respect to the public areas of the Building (such as the concierge's desk, resident manager's office, and maintenance offices, etc.) will be borne by all Unit Owners as a common expense.

Cable Television

Time Warner shall install and maintain cable service entering the building underground from 21st Street.
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.

E. SUB-SOIL CONDITIONS

1. The building's existing foundations have not been exposed. The cellar is enclosed by a brick wall. There is no evidence of movement or settlement.
2. There is no evidence of moisture or seepage or ground water infiltration.
3. The site is bounded by paved streets and adjacent buildings; mud slides and erosion possibilities are unlikely.

F. LANDSCAPING AND ENCLOSURES

1. Grass Cover: None
2. Plantings: None
3. Trees: None
4. Fencing: None.
5. Gates: None

6. Garden Walls: None.
7. Retaining Walls: None.
8. Display pools and Fountains: None

G. BUILDING SIZE

1. Total height: the building's height from sidewalk to the top of the roof slab is approximately 175'-8" to the 13th floor roof.
2. Crawl Space: None
3. Sub-cellars: None. Cellar: the Cellar varies in elevation but is approximately 10'-0" below the first floor.
4. Number of Floors: There is a Cellar level plus twelve full floors with one duplex and one triplex. The triplex ends at the fourteenth level.
5. Equipment Rooms: Primary building mechanical rooms are located in the Cellar.
6. Parapet heights are a minimum of 3'-6" above the finished roof.

H. STRUCTURAL SYSTEM

The superstructure of the existing building is a steel frame with a plywood sub-floor that is supported on sleepers with a cinder infill over terra-cotta flat arch structure. The flat arch structure spans between steel beams that are being supported by steel girders. The steel girders frame into cast iron columns in the south building and steel columns in the north building. The 1-story addition will be lightweight concrete on metal deck supported by steel beams and girders. Steel columns will support the steel beams.

1. Exterior of Building

i. Walls: 141 Fifth Avenue is faced in limestone, brick, and terra-cotta masonry. The building is composed of five bays on both the Fifth Avenue and West Twenty-first Street elevation. The two-story limestone base and eight-story shaft characterized by brick masonry and highly ornamental terra-cotta cornices mark the fourth and eighth stories of the shaft and sheet metal cornices mark the tenth and twelfth stories of the mansard. The building materials vary in condition from good to poor. The brick masonry is painted and the terra-cotta has a thicker, possibly cementitious coating. Typical conditions such as open joints, cracks, select spalls and soiling are common in the limestone, brick and terra-cotta. There is no evidence or report of moisture penetration or leaks. A Local Law # 11/98 Report, as required by the New York City Building Code was performed March 2000 for the 2002 required inspection. The building must be examined again in 2007 and every 5 years thereafter. All recommended, precautionary repairs, and maintenance work noted in the LL #11/98 report has either previously been performed or will be as part of this work prior to closing. See Local Law #11 Report, attached hereto. The perimeter will have new furred walls with insulation, R-11. The walls at the addition are a steel frame with a metal stud infill and metal panels on the exterior. The insulation, R-11 will be within the stud infill.

ii. Windows: The north and west façade will have new wood; double hung windows with insulated glass from the third floor and up. Existing windows and storefront on the first and second floors will remain, except where

modified at the corner on Fifth Avenue and twenty-first Street and each bay directly to the right and left of the corner. The south façade is a lot line condition and will have new aluminum; double hung windows with insulated glass from the 7th floor and up. A lot line window is a window on or near an adjacent property line. Lot line window cannot be counted as legal light and air. If an adjacent property owner were to build or add on to an existing where this new construction extended above a lot line window, that window must be enclosed with a two hour rated construction. A typical construction type would be brick with a CMU backup. The east façade will have new aluminum; double hung windows with insulated glass from the third floor and up. The addition will have new wood, double hung windows with insulated glass.

iii. Landmark Status: The building is not a designated landmark. It is located in the Ladies Mile Historic District.

2. Parapets and copings: Existing parapets are masonry, which are in good condition. New parapets will be light-gauge steel framing faced with an interior face of EIFS and metal coping.
3. Chimneys and caps: none.
4. Balconies and terraces: There is a new terrace on the rear of floor 3 in unit A. There are two floors with terraces, the East and West side of the 12th floor and the West, North and entire South side of the 13th floor. All terraces have pavers.
   i. Deck Finish: see H. 7. i. of this report entitled Roof
   ii. Balustrade: see H. 2. of this report entitled Parapets and copings.
   iii. Railings: see H. 7. v.c. of this report entitled Railings.
   iv. Copings: see H. 2. of this report entitled Parapets and copings.
   v. Soffits: None.
   vi. Doors to terraces: new aluminum swing or sliding doors and frames.
5. Exterior Entrances: The existing wood and glass doors at the primary residential entrance from Fifth Avenue into the lobby will remain and be restored. Also,two new hallow metal exit doors on 21st Street (service entrances).
   i. Exterior doors and frames: the primary residential entrance is a pair of out-swinging wood doors in a single frame, with decorative wood molding and a glass light above.. The primary residential entrance is controlled by a magnetic lock.The service door is the second means of egress and also has a magnetic lock.
   ii. Vestibule doors and frames: None
   iii. Exterior stairs:There is a stair from roof to elevator machine room.
   iv Railings: There will be glass and metal railings on the roof and all private terraces
   v. Mailboxes: The mailboxes are aluminum front-loading type as approved by the US Post Service, located in the lobby.
   vi. Lighting- lighting at the primary residential entrance is overhead decorative lights, surface mounted or recessed.
6. Service entrances- see item 5. above
7. Roof and Roof Structures
   i. Type new roofs for all areas:
      a. Material: new 2-ply modified bitumen.
      b. Insulation: new 3" minimum polyisocyanurate.

c. Surface finish: new smooth under pavers (at roof recreation space) and granulated in other areas.
d. Bond or guarantee:15 years by installer from date on construction.
e. Flashing materials: metal.

ii. Drains:
a. Location, material, and type: there are cast iron roof drains on 12th and 13th floor roof terraces with scuppers from the bulkhead roofs.
b. Gutters and leaders: storm water is collected to a series of leaders, which are located within the building.

iii. Skylights: none.

iv. Bulkheads:
a. Stairs: stairs enclosed within a new bulkhead.
b. Elevator: elevator overrun within an existing bulkhead.
c. Other: none.

v. Metal work at roof levels-
a. Exterior, metal stairs: there are four open riser steel stairs with pipe railing to: the passenger elevator machine room level; the service elevator machine room level; the cooling tower on the roof of the 13th floor, and to the roof over the 14th floor.
b. Vertical ladders: there is a steel, goose-neck ladder to the elevator bulkhead roof.
c. Railings: The railings are glass and metal mounted on the back of the parapets.
d. Hatches to roof: none.
e. Other: HVAC equipment will sit on steel dunnage. At roof terraces on the 12th and 13th floors, there are aluminum, privacy screens, 6'-0" high between sections of individual unit terraces.

vi. Roof facilities: none.

8. Fire Escapes:
i. Location: None
ii. Floors covered: None
iii. Drop ladder: None
iv. Type: None
v. Materials: None

9. Yard and Courts: There is an area at the rear of the building 20'-0" deep by 42'-2" wide at start of the roof of the 2nd floor.The small rear yard at grade will be built out and added to the commercial space on the first floor.
i. Paving: gravel bed
ii. Drainage: None.
iii. Railings: None.
iv. Stairs: None
v. Fencing: None
vi. Walls: None

10. Interior Stairs
i. Number of stairs of each type: there are two means of egress through a non-combustible scissor stairs; that runs from the cellar floor to the main roof on one side and the first floor the main roof on the other side. There is a third stair, which will be new and installed in the same location as the existing

metal stair that traveled from the cellar to the lobby. Within Unit A on the 11th floor there is a new convenience stair connecting to the 12th floor; within Unit B on the 11th floor there is a new convenience stair connecting to the 12th floor; within Unit C on the 12th floor there is a new convenience stair connecting to the 13th and a second convenience stair connecting to the 14th floor; within Unit D on the 12th floor there is a new convenience stair connecting to the 13th floor.

ii. Enclosure: the egress stairs from the cellar to 13th floors are enclosed in a masonry former light well with a 2 hour rated C-H stud gypsum wallboard construction . The interiors are painted . The third stair from the cellar to 1st floor is enclosed in 6" masonry construction offering two-hour fire protection as required.

iii. Stair construction: new egress- metal pan with concrete, painted; convenience- metal pan with wood face

iv. Stringer: egress- steel, painted; convenience- steel, painted

v. Treads: new egress- concrete; existing interior egress- masonry; convenience- wood.

vi. Risers: egress- steel, painted; convenience- steel with wood finish.

vii. Guard rails: egress-steel, painted; convenience- metal with stainless steel tension cable and wood handrail.

viii. Balustrades: egress steel, painted; convenience- metal with stainless steel tension cable and wood handrail.

11. Interior Doors and Frames

i. Unit entrance and interior doors and frames: unit entrance- 'C' label, ¾ hour rated F.P.S.C. solid core wood paneled doors and hollow metal frames; Interior- solid core wood paneled doors and frames, which are not required to be rated.

ii. Corridor doors and frames: hollow metal doors and frames, non-combustible, fire ratings as required by Code.

iii. Stair hall doors and frames: hollow metal doors and frames, non-combustible, 'B' Label, 1-1/2 hour rated F.P.S.C.

iv. Roof doors, cellar doors and frames: hollow metal doors and frames, non-combustible, fire ratings as required by Code.

12. Elevators

i. Number of Elevators: two existing passenger elevators, handicap lift from twelve to thirteen and one-new hydraulic service elevator from cellar to third floor. Elevators are not handicapped accessible.

ii. Manufacturer, age and capacity: Passenger- existing elevators to remain with new cabs. The cab manufacturer is Titan or approved equal. Service elevator- Amerivator Systems Corporation or approved equal

iii. Type of operation: Passenger- automatic self-service; Service- automatic self-service.

iv. Automatic: Passenger- push button controlled; Service- push button controlled.

v. Floors served: Passenger 1 & 2:floors 1 – 12; new handicap lift- floors 12 – 13, which serve only the residential units; Service 1- floors Cellar &1 –3;

vi. Type: Passenger 1 & 2- geared overhead traction; Passenger 3- hydraulic; Service 1-hydraulic;

vii. Doors: front automatic double sliding, service-manual gate
viii. Location of machine rooms: The existing elevator machine room for the passenger elevators is in a bulkhead above the roof. The new machine room for the hydraulic elevator is in the cellar adjacent to the elevator shaft.
ix. DC motor: none.
x. AC motor- Existing.
xi. Other: none

13. Elevator Cabs
i. Kind: new.
ii. Floor: Passenger- stone tile; service-stainless steel.
iii. Walls: Passenger- wood, stainless steel and woven metal panels; service- stainless steel.
iv. Ceiling: Passenger- stainless steel; service- stainless steel.
v. Lighting: Passenger- incandescent; service- incandescent.
vi. Alarm, safety system: the elevator is equipped with all necessary alarm and safety features to meet Local Law #5, firemen's service code, including emergency recall, pushbutton alarm, emergency stop, and hand's free emergency telephone.

I. AUXILIARY FACILITIES

1. Laundry Room:
i. Location: 1 Laundry Closet in each unit. 1 laundry room in the cellar with 3 washer/dryers
ii. Clothes washer: see W. 3. Kitchen & Laundry.
iii. Clothes dryer: see W. 3. Kitchen & Laundry.
iv. Room ventilation: none.
v. Dryer ventilation: no ventilation is required for the equipment to be provided in the units. The dryers in the cellar laundry room will be vented.

2. Refuse Disposal
i. Incinerator: none.
ii. Compactor: There is an extruder compactor by Royal-Pak Systems Inc. Model: "Royal Krusher" or approved equal.
iii. Approvals: none required.
iv. Initial storage: in an enclosed, ventilated room in the Cellar. Then taken directly to curb on designated pick-up days.
v. Pick-up schedule: Public pick-up of the refuse is at the curbside at a frequency determined by the New York City Department of Sanitation.

3. Recreation Facilities:
i. A common building Recreation Area will be provided at the Roof over the twelfth floor. This recreation area will be paved with pre-cast concrete paving blocks.

J. PLUMBING AND DRAINAGE

(1) The water supply is via a new 3 inch domestic service which supplies two (2) domestic constant pressure pumps which pressurize the domestic water for

the entire building. The pumps are located in the cellar adjacent to a meter with backflow protection, domestic water piping is type "L" copper.

(2)The domestic hot water "peak" demand is approximately 720 gallons per hour. This demand is to be supplied via a duplex steam fired water heater system: (2) 125 gallon storage type water heaters with a 380 GPH recovery (40°f-120°f) rate and a 330 lb/hr steam load. The new 3" service can meet this demand. Heaters shall be PVI Quickdraw, Model 450-N-125A-QS. The domestic hot water is supplied to the fixtures and appliances via an up-feed, type "L" copper piping system.

(3) The fire protection system is via a new 6" fire service which supplies a 500 GPM automatic fire pump that pressurizes a combination 4" standpipe/sprinkler riser located in the stair. Each floor has a 2-1/2" hose valve and a sprinkler control valve assembly. Hose is stored in a cabinet in the lobby for the Fire Department use as per NYC Code for J-2 occupancies.

Sprinklers protect the cellar and apartments as per NYC Code for J-2 occupancies.

A combination standpipe/sprinkler siamese connection is located at the corner of East 21st street and Fifth Avenue.

(4) There are no water storage tanks in the building. Domestic water and fire protection are pressurized via individual pumps as described in (1) and (2) above.

(5) Sanitary sewage system is via multiple cast iron sanitary and vent stacks with duplex ejector pumps located in the cellar for the sub-gravity system. Sewage disposal is via a combined house sewer in East 21st street

(6) Storm drainage is via multiple cast iron leaders which serve the roof and private terrace drains. Storm drainage disposal is via a combined house sewer in East 21st street. There are no catch basins or yard drains.

(7) The exist chimney will be taken out of commission. The top of this chimney will be rebuilt and extended 9'-0" to mimic the historic look of the building only, this chimney will not be in use as the boiler is being removed and replaced with a high pressure steam. (See item K. below)

K. HEATING

Space heating will be provided by Consolidated Edison via a PRV station located in the cellar. The high pressure steam station will reduce the incoming high pressure to a low pressure. A steam to water converter will provide the heating by maintaining the temperature of the condenser water loop. Heat will be provided to dwelling units through the condenser water heat pump circulating loop. Heating capacities of heat pumps for dwelling units are based on 75 degree water and 70 degree ENT air temperatures.

The system is designed to meet the New York City and State Energy Code. An additional steam to water converter and pumping system will provide hot water which is to be distributed to the various areas to the common lobbies and entrances to the building. Lobbies and entrances from the street are

heated by water source heat pump units with hot water reheat coils and or fan forced hot water cabinet heaters.

Common elements above the first floor such as the tops of stairwells and exits to the roof are to be heated with electric resistance type heaters, fan forced hot water unit heaters or cabinet heaters. Public stair bulkhead and other miscellaneous common areas requiring heat during the winter season will be heated with electric resistance type hot water heaters.

L. GAS SUPPLY

(1)Gas supply is from a 2" metered gas service located in the cellar and fed from East 21st street. The gas piping is scheduled 40 black steel and supplies the cooking for the apartments and heating to corridors, home offices and kitchen make-up air conditioning units.

(2)There will be 3 stackable light commercial washer/dryers. The dryer will run on gas. Cellar laundry room is handicapped accessible.

M. AIR CONDITIONING

Air Conditioning:

Type of system: Water-cooled packaged units and water source heat pump systems.

Water source heat pumps shall be as follows:

Symbol	Manufacturer and Model Number	CFM	GPM	Total Capacity MBH Cooling	Total Capacity MBH Heating	AMPS	Efficiency
A	Climate Master 816-15	430	3.3	12.4	15.4	6.4	13.4
B	Climate Master 816-20	700	5.0	17.5	19.0	9.4	12.4
C	Climate Master 816-28	900	6.5	24.6	32	12.0	12.4

Cooling Tower and Pumps:

There will be one (1) cooling tower on the roof. The cooling tower shall be similar to BAC rated at 200 tons of cooling capacity. Unit shall be rated at 85°F LWT, 78°F EWB. There will a primary and secondary condenser water loops.

The primary form of cooling in the building shall be via water-source heat pump units rejecting heat to a heat pump water loop.

The condenser water pumps sizing will be based on the peak "bulk" cooling load for the residential of the Building, calculated in accordance with ASHRAE Guide recommendations and the New York State Energy Code

Individual Units:

Individual units are designed to meet all requirements of New York State Energy Code. Cooling capacities are based on ASHRAE and ARI conditions of 89 degree F DB/73 degree WB outside, 78 degree F DB/63 degree F WB inside air.

Separate package water-cooled or air cooled HVAC units or water source heat pumps will be provided for main entrance lobby and miscellaneous areas such as the elevator machine rooms, telephone rooms, etc.

Individual residential units will be provided with water source, electrically driven heat pump units of capacities shown on plans. Numbers of units of each type are shown on plans; EER ratings meet requirements of New York State Energy Code dated 2003. Heat pump units were sized for the estimated individual peak cooling-heating requirements of each residential unit. Thermostat located in the individual heat pump units will control its corresponding heating-cooling unit.

Cooling and heating of corridor and apartment ventilation air will be provided by packaged water cooled units with hot water heating coils or gas-fired, air-cooled, rooftop air conditioning units as indicated on plans. Numbers of units of each type, high rise, console or ceiling mounted unit as shown on plans; EER ratings and amperage as indicated on table above meeting or exceeding requirements of New York State Energy Code dated 2003. Heat pump units were sized for the estimated individual peak cooling-heating requirements of each residential unit. Thermostats are remote programmable electronic wall mounted type, to control each individual heat pump unit corresponding heating or cooling as required.

N. VENTILATION

(1) Kitchens: Each residential kitchen will be ventilated via combination of general exhaust and a kitchen exhaust hood ventilation system as indicated.

(2) Bathrooms: Bathrooms will be ventilated with an exhaust ventilation system exhausting 65 cubic feet of air per minute from each bathroom.

(3) Non-Residential Bathrooms: Interior non-residential bathrooms will be ventilated with an exhaust ventilation system exhausting 50 cubic feet of air per minute for each water closet and urinal.

(4) Public Corridors: Typical floor corridors are provided with conditioned air as required by NYC code.

O. ELECTRICAL SYSTEM

The existing electrical service is energized by Con Edison and rated at 120/208 volts, 3 phase, 4 wire and will have a capacity of 4,000 amperes. The service will enter the building underground from East 21st Street.
All existing equipment shall be removed. All new distribution equipment shall be installed with the intention of a new service entrance point. The service itself shall be sized for 4,000 amperes based on the building's new loads.
The typical apartment shall have approximately 25 to 30 circuits, including air conditioning, appliance circuits and general lighting circuits as required. Each apartment to have entry light, and corridor lights as required, combination of smoke/carbon monoxide detector in apartments as per NYC Code, and convenience outlets in each room as required by NYC Electrical Code.
Cellar areas to be lit by means of standard fluorescent industrial type exposed surface or recessed mounted lights.

P. INTERCOMMUNICATION AND/OR DOOR SIGNAL SYSTEMS, SECURITY CLOSED CIRCUIT TV

The building is to be wired with risers for TV and telephone service. Each apartment is to have TV and tel/data connections in the living room and bedrooms. All the horizontal cables will terminate in a NID box for future connection by the TV and telephone Utility Company.
Extent Security/Intercom system to be determined.

Q. PUBLIC AREA LIGHTING

The main entrance to the building at grade has incandescent overhead decorative down-lights, surface mounted over the door; the lobby and mailroom have ceiling mounted light fixtures; the egress stair has one fluorescent light fixture at each landing and intermediate platform; and Cellar spaces have surface and pendant mounted fluorescent lighting. All lighting levels meet the requirements of the NYC Building Code and Multiple Dwelling Law and are wired to the building house meter.

R. GARAGE AND PARKING AREAS

None

S. SWIMMING POOL(S)

None

T. TENNIS COURTS, PLAYGROUND AND RECREATION FACILITIES

None

U. PERMITS AND CERTIFICATES

1. The building does have an existing Certificate of Occupancy, No. 112422. The Plans for alterations were filed under Application Number 104296708 with the Department of Buildings. The alteration work will require a change to the Certificate of Occupancy. A single Certificate of Occupancy will be issued for the entire building, as renovated.
2. All necessary permits will be obtained and all the required inspections will be completed prior to Final Inspection and Sign-off.

V. VIOLATIONS

See Department of Buildings printout, attached hereto as Exhibit 'A'.

W. UNIT INFORMATION

There will be 38 residential apartment units with a total of 129.0 zoning rooms, as per N.Y. City Zoning Resolution Section 12-10, *Rooms*.

Unit	Floor	Apt. Type	No. of Units	Zoning Rooms per Unit	Total Zoning Rooms	Description	Electrical Service
A	3 - 10	1 BR	8	3.5	28.0	1 LR/ DR, 1 BR, 1 KIT, 2 BATH, HOME OFFICE, LAUNDRY CL., BALCONY	125A, 208/120V, Single Phase
B	3	1BR	1	3.5	3.5	1 LR/ DR, 1 BR, 1 KIT, 2 BATH, HOME OFFICE, LAUNDRY CL.	150A, 208/120V, Single Phase
C	3 - 11	2 BR	9	4.5	4.5	1 LR/ DR, 2 BR, 1 KIT, 2 BATH, 1 HALF BATH, LAUNDRY CL.	150A, 208/120V, Single Phase
D	3 - 11	2 BR	9	4.5	40.5	1 LR/ DR, 2 BR, 1 KIT, 2 BATH, LAUNDRY CL.	125A, 208/120V, Single Phase
B	4 – 10	2 BR	7	4.5	31.5	1 LR/ DR, 2 BR, 1 KIT, 2 BATH, 1 HALF BATH, HOME OFFICE, LAUNDRY CL.	125A, 208/120V, Single Phase
A	11&12	3 BR	1	5.5	5.5	1 LR/ DR, 3 BR, 1	200A, 208/120V,

						KIT, 2 BATH, 1 HALF BATH, LIBRARY, LAUNDRY CL., BALCONY, TERRACE	Single Phase
B	11&12	3 BR	1	5.5	5.5	1 LR/ DR, 3 BR, 1 KIT, 4 BATH, LAUNDRY CL., TERRACE	200A, 208/120V, Single Phase
C	12, 13 & 14	3 BR	1	5.5	5.5	1 LR/ DR, 2 BR, 1 KIT, 2 BATH, 2 HALF BATH, SITTING ROOM, LAUNDRY CL., 2 TERRACE	200A, 208/120V, Single Phase
D	12&13	2 BR	1	4.5	4.5	1 LR/ DR, 2 BR, 1 KIT, 3 BATH, SITTING ROOM, LAUNDRY CL., TERRACE	150A, 208/120V, Single Phase
TOTAL			38		129.0		

1. Type and grade of finish material in unit:

Space	Floor	Wall	Ceiling
Foyer	WD	GWB/ P	GWB/ P
Living Room/Dining Room	WD	GWB/ P	GWB/ P
Bedrooms	WD	GWB/ P	GWB/ P
Workrooms	WD	GWB/ P	GWB/ P
Library	WD	GWB/ P	GWB/ P
Kitchen	WD	GWB/ P	GWB/ P
Hallway	WD	GWB/ P	GWB/ P
Master Bathrooms	ST	GWB/ P/ CT	GWB/ P
Other Bathrooms	CT	GWB/ P/ CT	GWB/ P
Closets	WD	GWB/ P	GWB/ P

2. Bathroom Fixtures
   Bathroom vanities are wood, American White oak, rift cut with a stone top.

Lavatory Master Bath	Kohler, Ladena, Model K-2215 White	Or units of equivalent size and quality, or better.
Lavatory 2nd Bath	Kohler, Kathryn, Model K-2297-G White	Or units of equivalent size and quality, or better.
Lavatory Powder Room	Hastings, Zero 50 Square, Model WH Z50SQB, White	Or units of equivalent size and quality, or better.
Water Closet Powder Room	Toto, Carolina, Model MS884114 White	Or units of equivalent size and quality, or better.
Water Closet Master & 2nd	Kohler, Darling, Model D11518 White	Or units of equivalent size and quality, or better.
Bathtub Master Bath	Zuma, Model C6636 White	Or units of equivalent size and quality, or better.
Bathtub MasterBath	Zuma, Model C6634 White	Or units of equivalent size and quality, or better.

3. Kitchen and laundry equipment:
   Kitchen cabinets are wood, French Walnut, with stone countertops.

Refrigerator	Jenn-Air, Model JCB2059GES Black with Stainless Steel	Or units of equivalent size and quality, or better.
Oven	Bosch, Model HBL 43X, Electric Stainless Steel	Or units of equivalent size and quality, or better.
Cooktop	Bosch, Model HGT 73X, Gas Stainless Steel	Or units of equivalent size and quality, or better.
Hood- Recirc.	Sirius, Model SIU402-19 Stainless Steel/ Glass	Or units of equivalent size and quality, or better.
Microwave/ Convection Oven	GE, Model 1860SB Stainless Steel	Or units of equivalent size and quality, or better.
Dishwasher	Bosch, Model SHX33A05 Stainless Steel	Or units of equivalent size and quality, or better.
Wine Cooler	G.E. Monogram, Model ZDWC240NBS Stainless Steel w/ glass inset	Or units of equivalent size and quality, or better.
Trash Compactor	Kitchenaid, Model KUCC151LSS Wood panel inset	Or units of equivalent size and quality, or better.
Sink	Kohler, Undertone, Model K-3350 Stainless Steel	Or units of equivalent size and quality, or better.
Washer	Miele, Novotronic Model W 1930 White w/ Stacking Kit	Or units of equivalent size and quality, or better.
Dryer	Miele, Novotronic Model T 1570 C, Gas, White w/ Stacking Kit	Or units of equivalent size and quality, or better.

X. FINISH SCHEDULE OF SPACES OTHER THAN UNITS

Space	Floor	Wall	Ceiling

Stairs	DPH	GWB/ P	GWB/ P
Lobby	ST	ST/WD/GWB/ P	GWB/ P
Service Corridor	DPH	GWB/ P	GWB/ P
Mech. Rooms	DPH	GWB/ P	GWB/ P

ABBREVIATIONS FOR FINISHES

CT	CERAMIC TILE
CPT	CARPET
CONC	CONCRETE
DPH	CONCRETE WITH DUST-PROOFING AND HARDENER
DP	DECK PAINT
GLT	GLASS TILE
GWB	GYPSUM WALLBOARD
HC	HUNG CEILING
MAS	MASONRY
P	PAINT
PLAS	PLASTER
QT	QUARRY TILE
ST	STONE TILE
VCT	VINYL COMPOSITION TILE
WC	WALL COVERING
WD	WOOD

Y. SAFETY AND WARNING DEVICES

Apartment Smoke Detection System.

Each apartment will contain a combination carbon monoxide/smoke detector located in the vicinity of the bedrooms. The detector is wired to a 120-volt local power supply and is self-contained with its own sounding device.

A smoke detection and sprinkler alarm system (life safety system) shall be installed complete with water flow and tamper switches and central station reporting. Single station self-contained combination carbon monoxide/smoke detectors are to be installed outside the bedrooms in all units, as required by code. Smoke detectors are to be installed in all mechanical rooms (electrical, gas meter room, telephone room, compactor room, elevator machine room, and chiller/pump room) and in all elevator shafts connected to the building smoke detection and sprinkler alarm system.

Z. ADDITIONAL INFORMATION

1. Site Plan: a Site Plan is included in Part II of the Plan.
2. Area Map: located in a highly urban area- not required.
3. Floor Plan: floor plans of each unit are included in Part II of the Plan.
4. Floor to ceiling heights: on floor plans, included in Part II of the plan.
5. Approximate total area of each unit: on floor plans, included in Part II of the plan.
6. Master floor plan: not required.
7. Dimensions of Units: The square foot area of the Units set forth in the floor plans, Schedule A to the Offering Plan and Schedule B to the Declaration are approximate. Measured horizontally, the units were measured from the exterior

side of the exterior walls (perimeter columns and mechanical pipes/ducts/shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, stairs, elevators and other mechanical equipments spaces or any Common Elements or Limited Common Elements. Any common elements located within a unit shall not be considered a part of such unit. As is customary in New York City, these square foot areas exceed the useable floor area of each Unit.

Measured vertically, each Unit will consist of the volume from the top of the concrete on metal deck floor slab or gypsum self-leveling compound below the finished flooring and sub-floor materials to the underside of the metal deck under the concrete slab or wood sub-floor under the gypsum self-leveling compound above. The clearance between the top of the concrete on metal deck floor slab or gypsum self-leveling compound and the bottom of the finish ceiling in the units is indicated on the floor plans, but certain Units and areas within other Units may have clearances of less than indicated on the floor plans to accommodate facilities located above the same or otherwise to respond to field conditions.

[Signature]

[Architect's Seal]

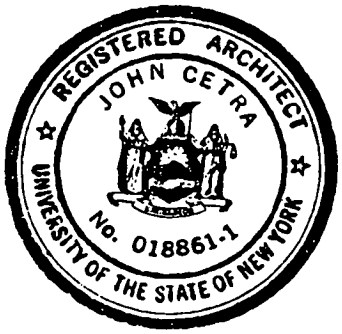
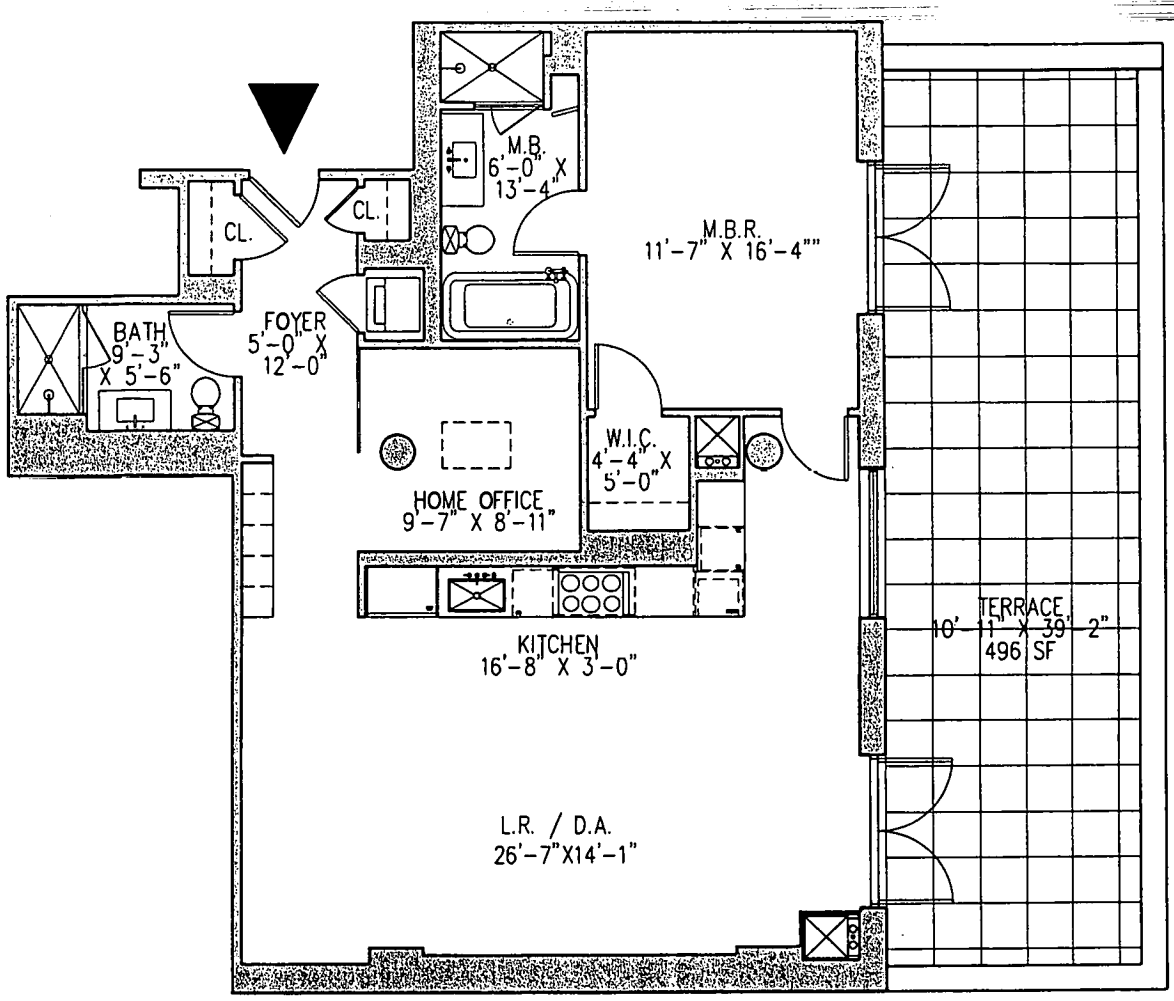


EXHIBIT "5"

FLOOR PLANS

OF

UNITS



UNIT 5
1 bedroom/2 baths/ home office
1,205 SF

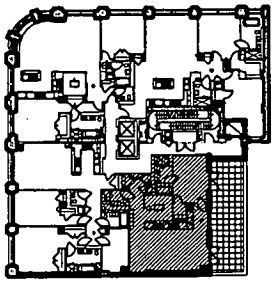
HEIGHTS:
L.R. / D.A. / H.O. / KITCHEN : 10'-4"
B.R. : 10'-7"
BATH : 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 3rd FLOOR



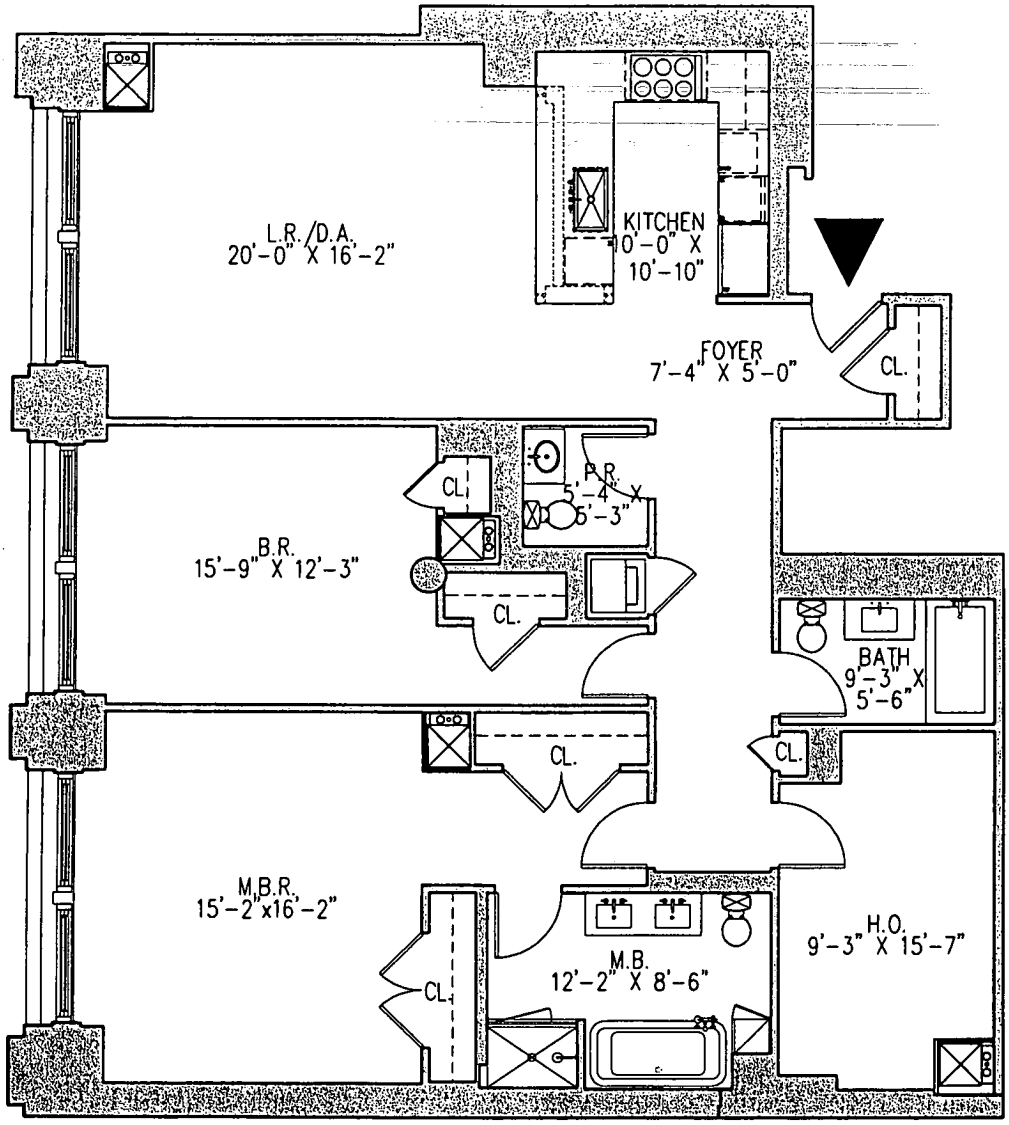
0 10' 20' 30'

141 FIFTH AVENUE
NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

THE DIMENSIONS ON THIS FLOOR PLAN ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION DEVIATIONS AND TOLERANCES. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.

02-28-07



UNITS 6 & 10

2 bedrooms/2.5 baths/
home office

1,757 SF

HEIGHTS:

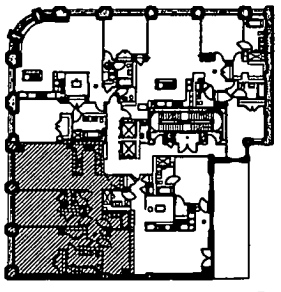
L.R. / D.A. / H.O. : 10'-7"
BATH: 9'-0"
KITCHEN : 10'-4"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN TYPICAL FLOOR



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141 FIFTH AVENUE

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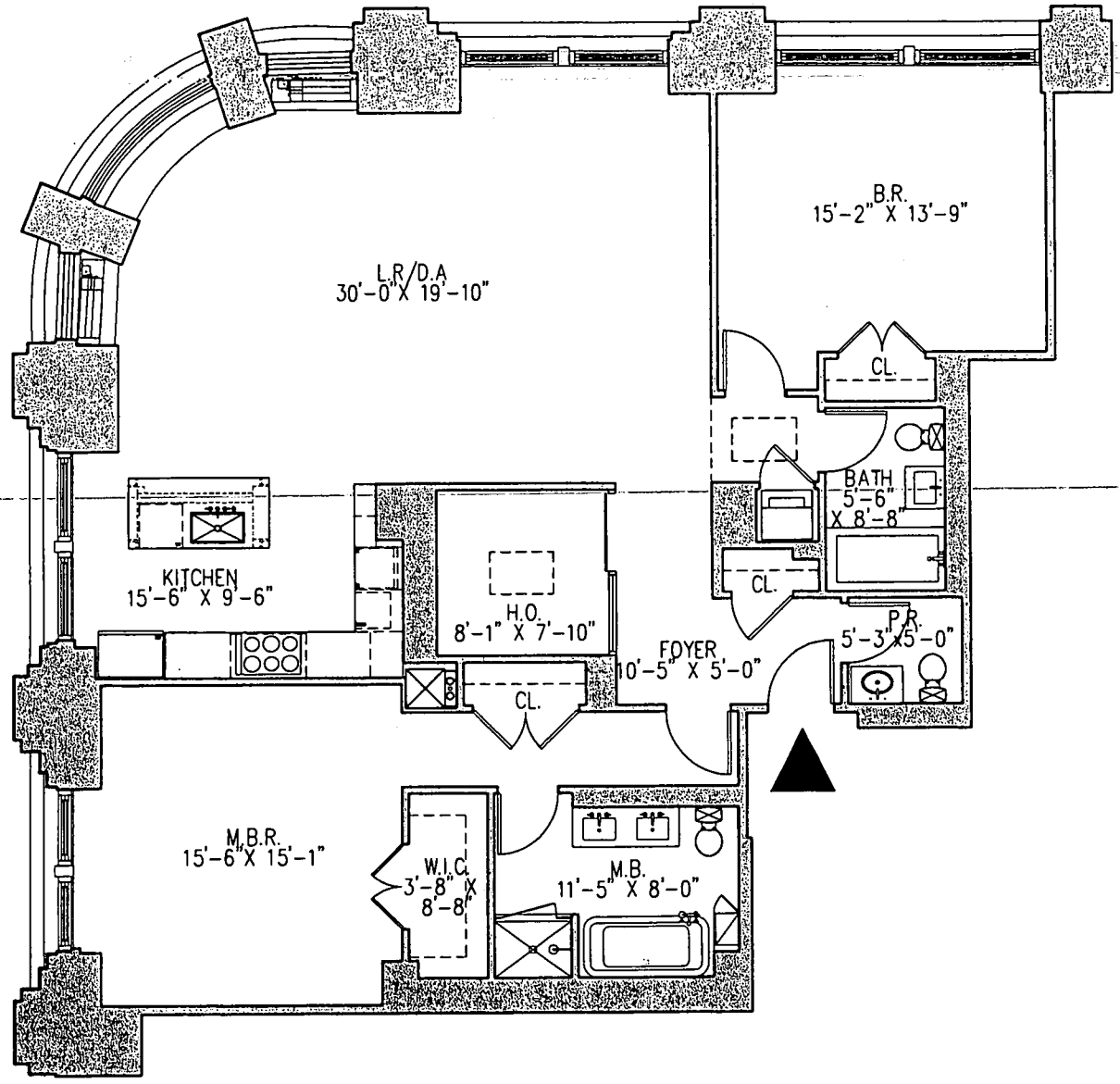
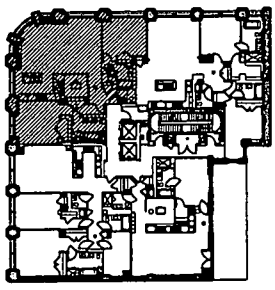
02-28-07



UNITS 7, 11, 32, 36
2 bedrooms/2.5 baths/ home office
1,819 SF

HEIGHTS:
L.R. / D.A. / B.R. : 10'-7"
H.O. : 9'-8"
BATH: 9'-0"
KITCHEN: 10'-4"

KEYPLAN TYPICAL FLOOR



EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

141 FIFTH AVENUE
NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

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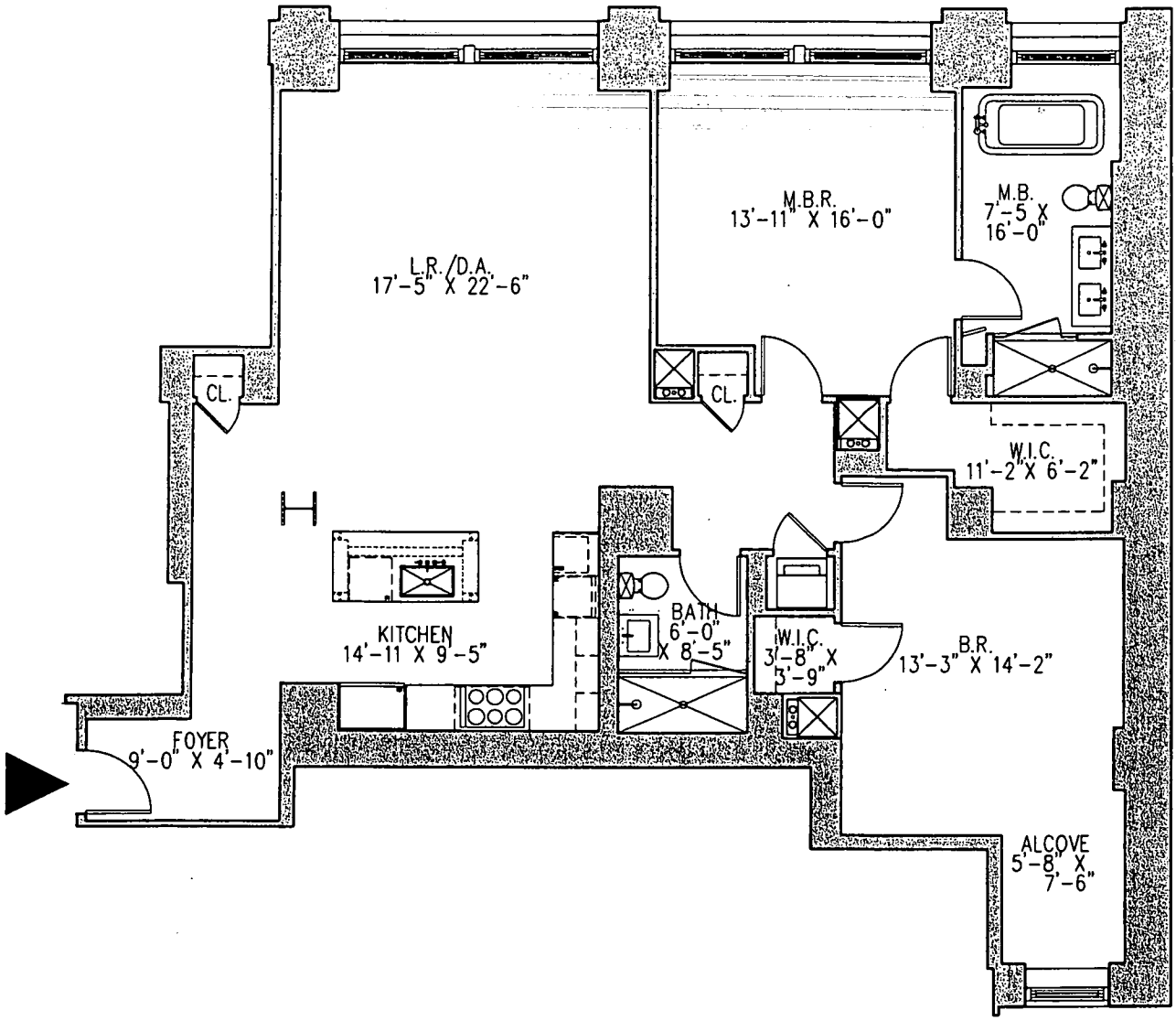
02-28-07



UNIT 8

2 bedrooms/2 baths

1,691 SF

HEIGHTS:

KITCHEN: 9'-4" w/ 10'-4" POPUP

L.R. / D.A. / B.R. : 10'-7"

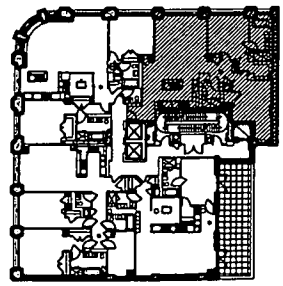
BATH: 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 3rd FLOOR



0 10' 20' 30'

141 FIFTH AVENUE

NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

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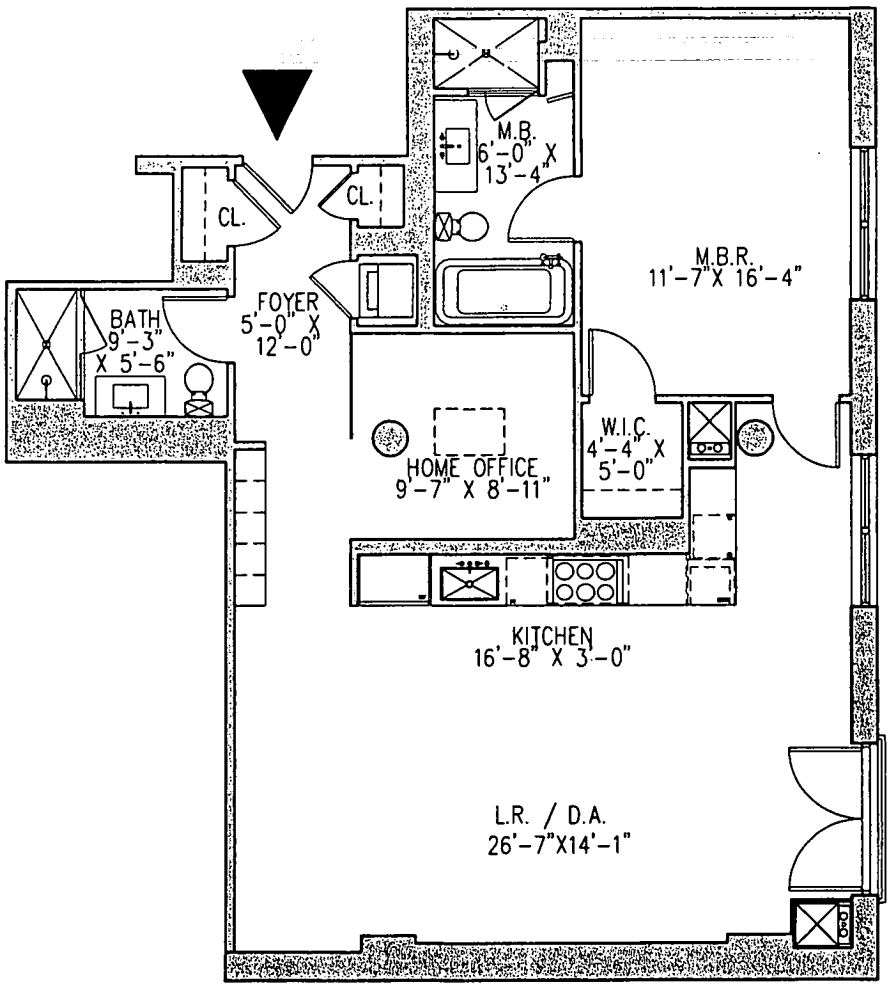
02-28-07



UNITS 9,14,18
1 bedroom/2 baths/ home office
1,205 SF

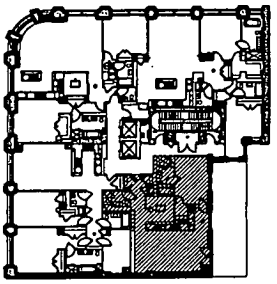
HEIGHTS:
L.R. / D.A. / H.O. / KITCHEN: 10'-4"
B.R. : 10'-7"
BATH : 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN TYPICAL FLOOR



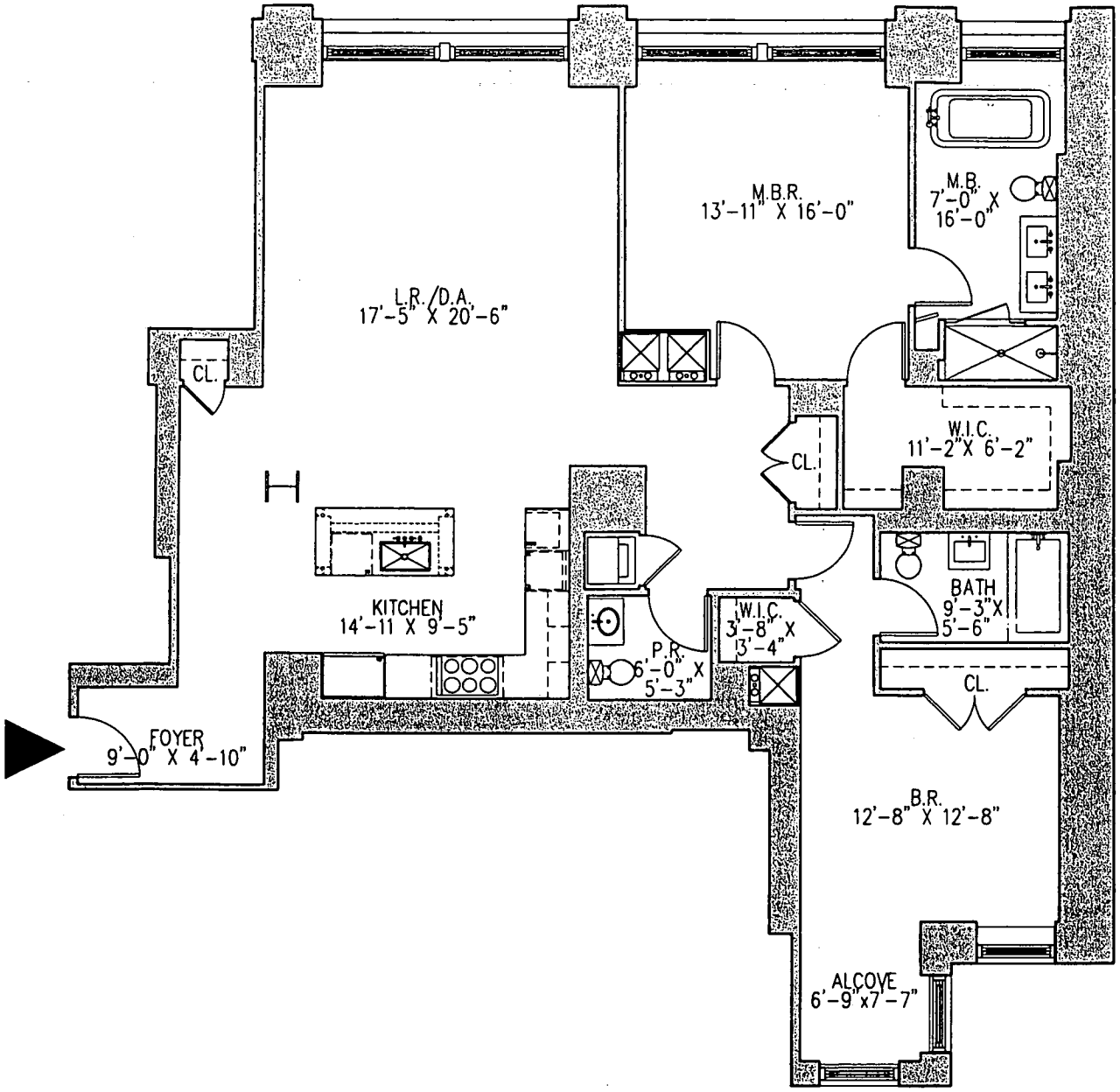
0 10' 20' 30'

141 FIFTH AVENUE
NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

THE DIMENSIONS ON THIS FLOOR PLAN ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION DEVIATIONS AND TOLERANCES. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.

02-28-07



UNITS 12, 33, 37
2 bedrooms/2.5 baths
1,791 SF

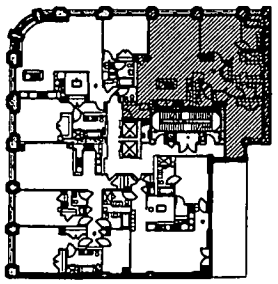
HEIGHTS:
L.R. / D.R. / B.R. : 10'-7"
BATH: 9'-0"
KITCHEN: 9'-4" w/ 10'-4" POPUP

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN TYPICAL FLOOR



141 FIFTH AVENUE
NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

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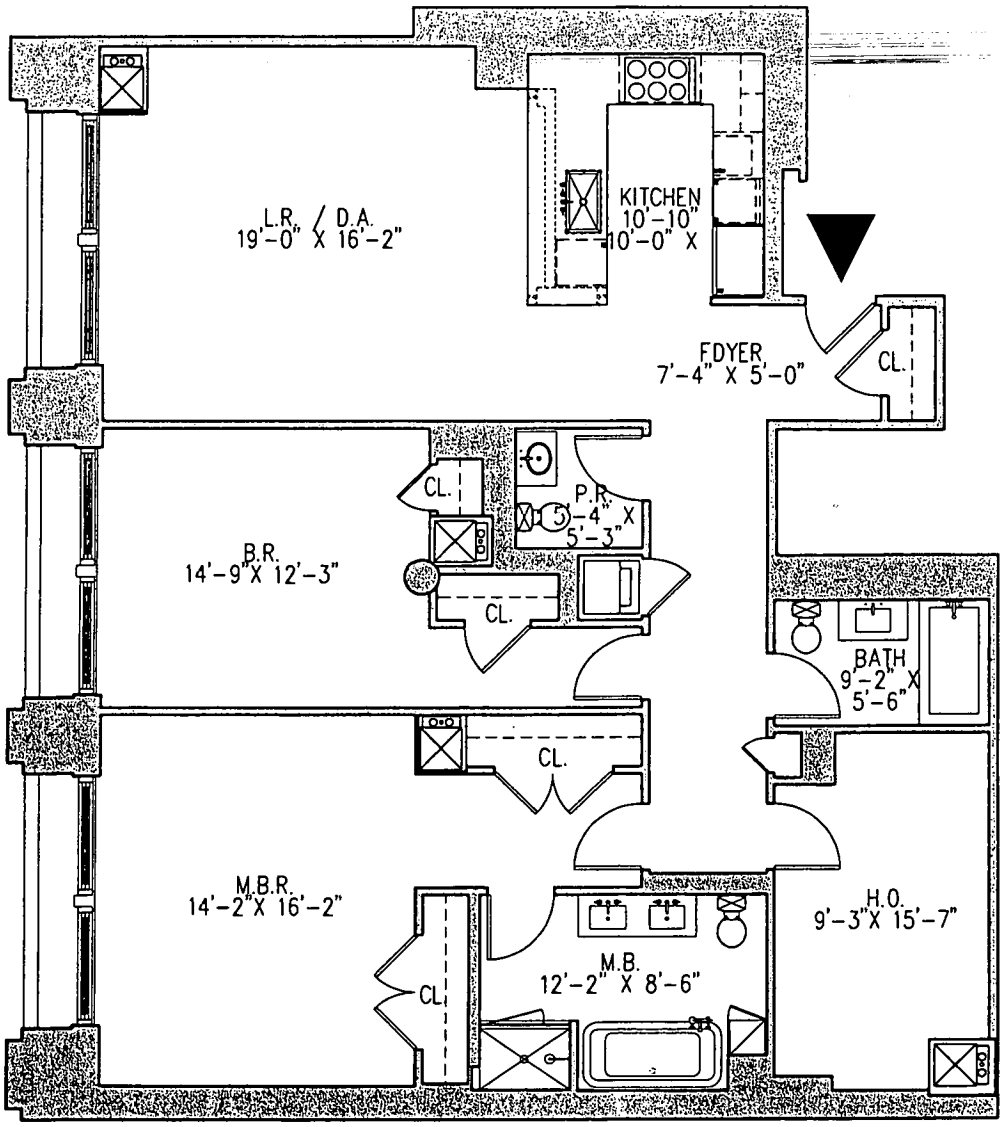
02-28-07



UNIT 15 & 19

2 bedrooms/2.5 baths

home office

1,720 SF

HEIGHTS:

KITCHEN: 10'-4"

L.R. / D.A. / H.O. : 10'-7"

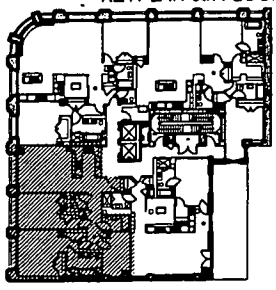
BATH: 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 6th FLOOR



0 10' 20' 30'

141 FIFTH AVENUE

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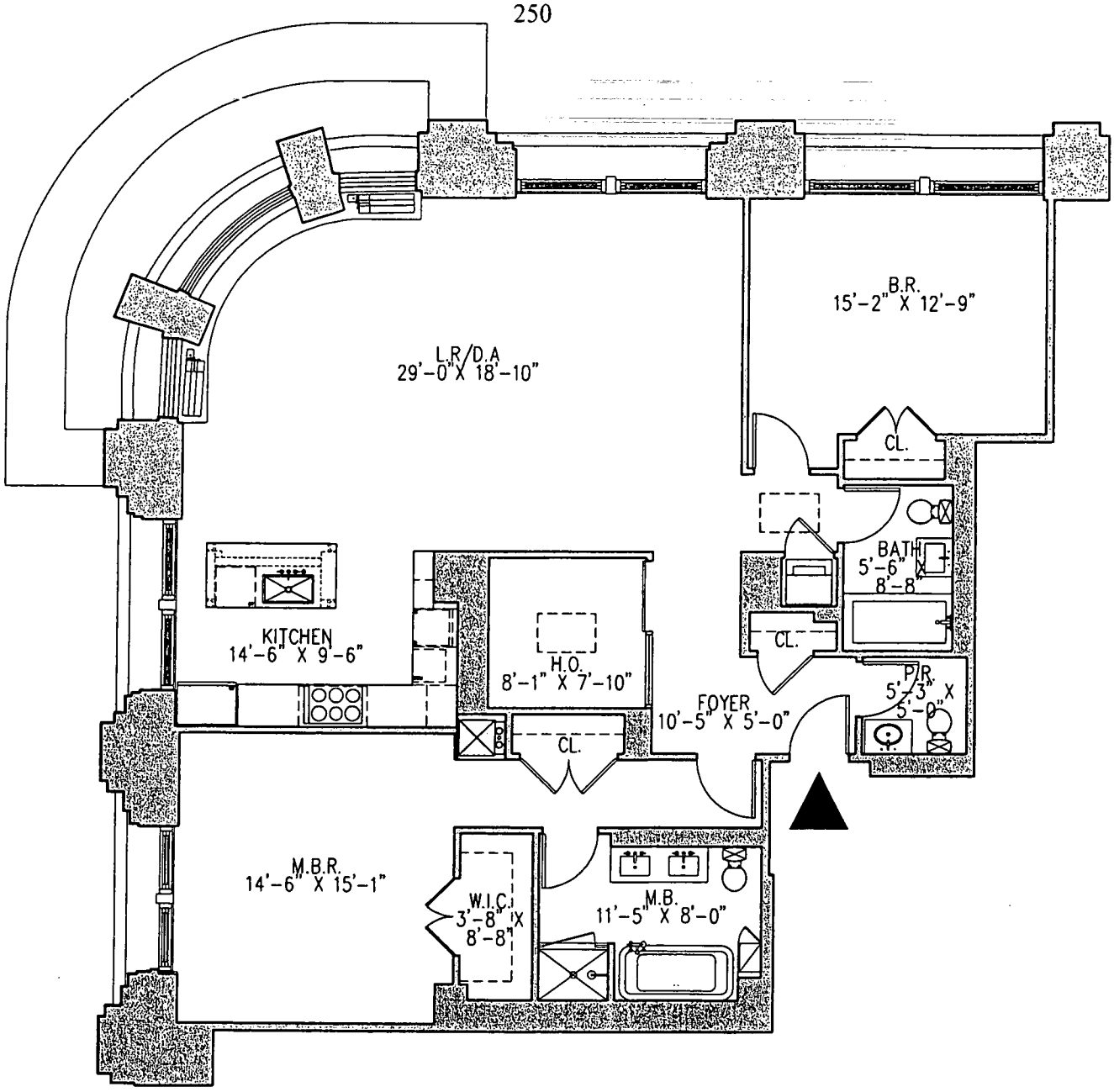


UNIT 16

2 bedrooms/2.5 baths/home office

1,766 SF

HEIGHTS:

KITCHEN: 10'-4"

L.R. / D.A. / B.R. : 10'-7"

BATH: 9'-0"

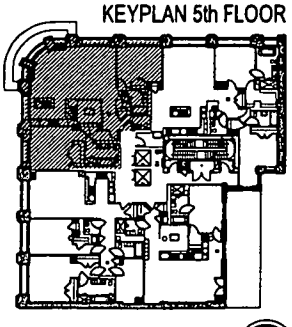
H.O.: 9'-8"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 5th FLOOR



0 10' 20' 30'

141 FIFTH AVENUE

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NEW YORK, NY 10012

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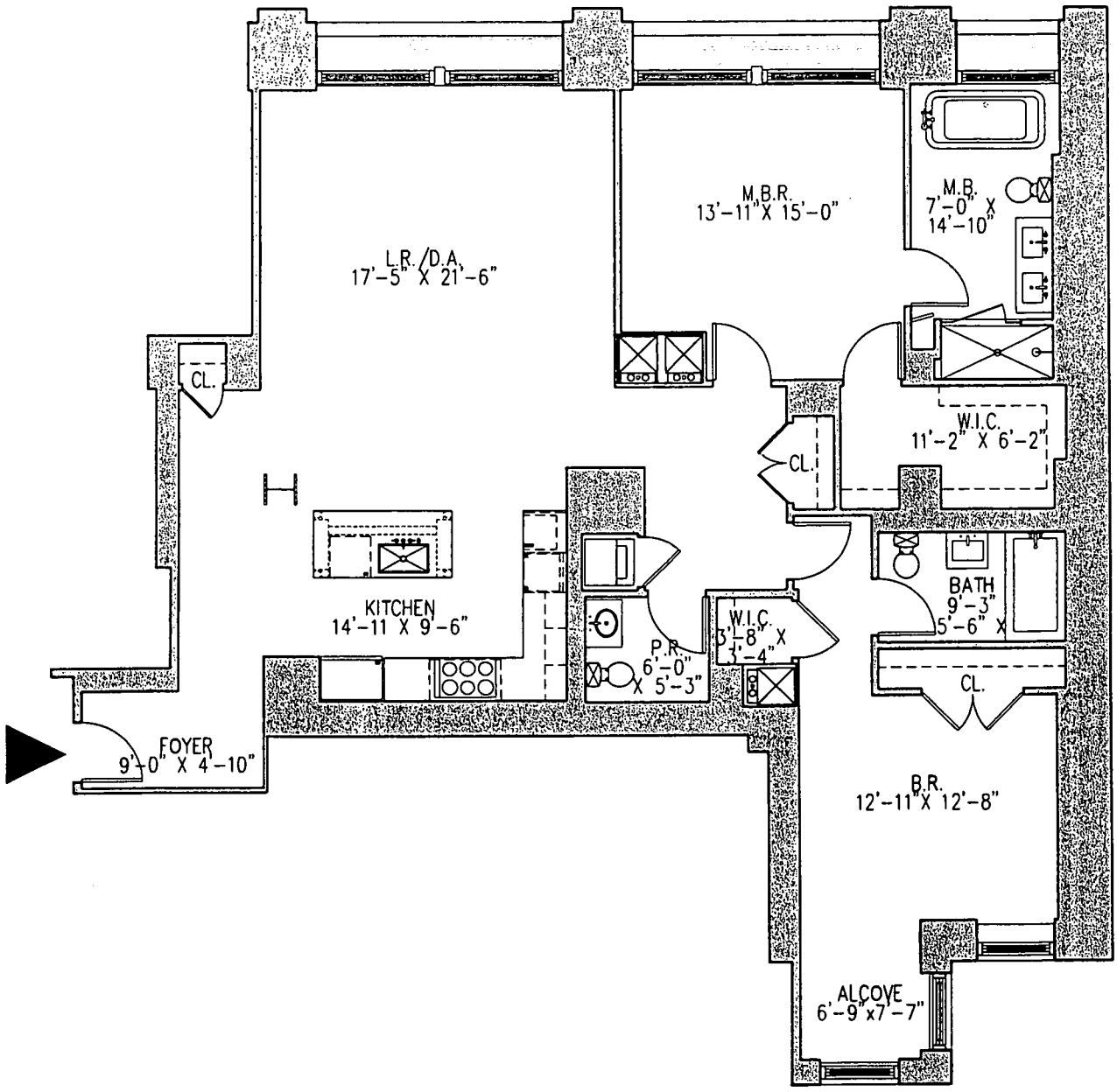


UNIT 17, 21, 25, 29
2 bedrooms/2.5 baths

1,759 SF

HEIGHTS:

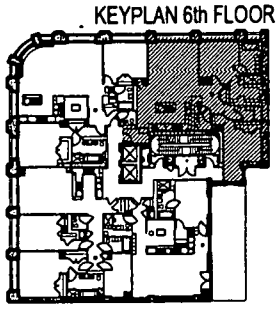
KITCHEN: 9'-4" w/ 10'-4" POPUP
L.R. / D.A. / B.R. : 10'-7"
BATH: 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 6th FLOOR



0 10' 20' 30'

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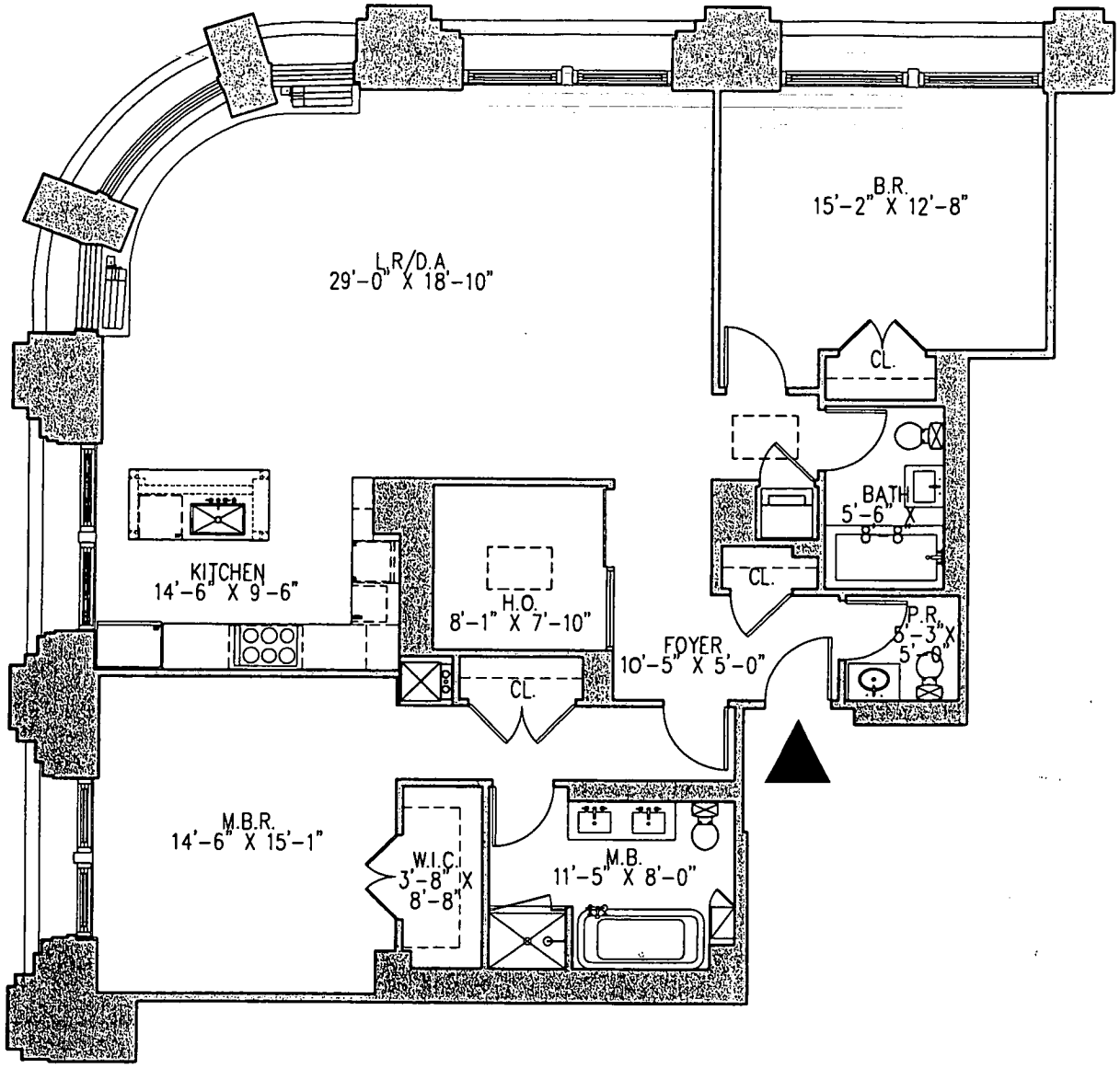


UNIT 20, 24, 28

2 bedrooms/2.5 baths/home office

1,766 SF

HEIGHTS:

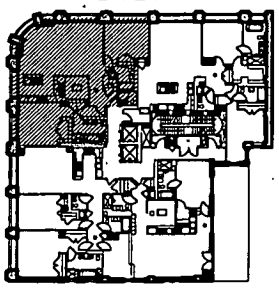
KITCHEN: 10'-4"
L.R. / D.A. / B.R. : 10'-7"
BATH: 9'-0"
H.O.: 9'-8"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 7th FLOOR



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NEW YORK, NY 10012

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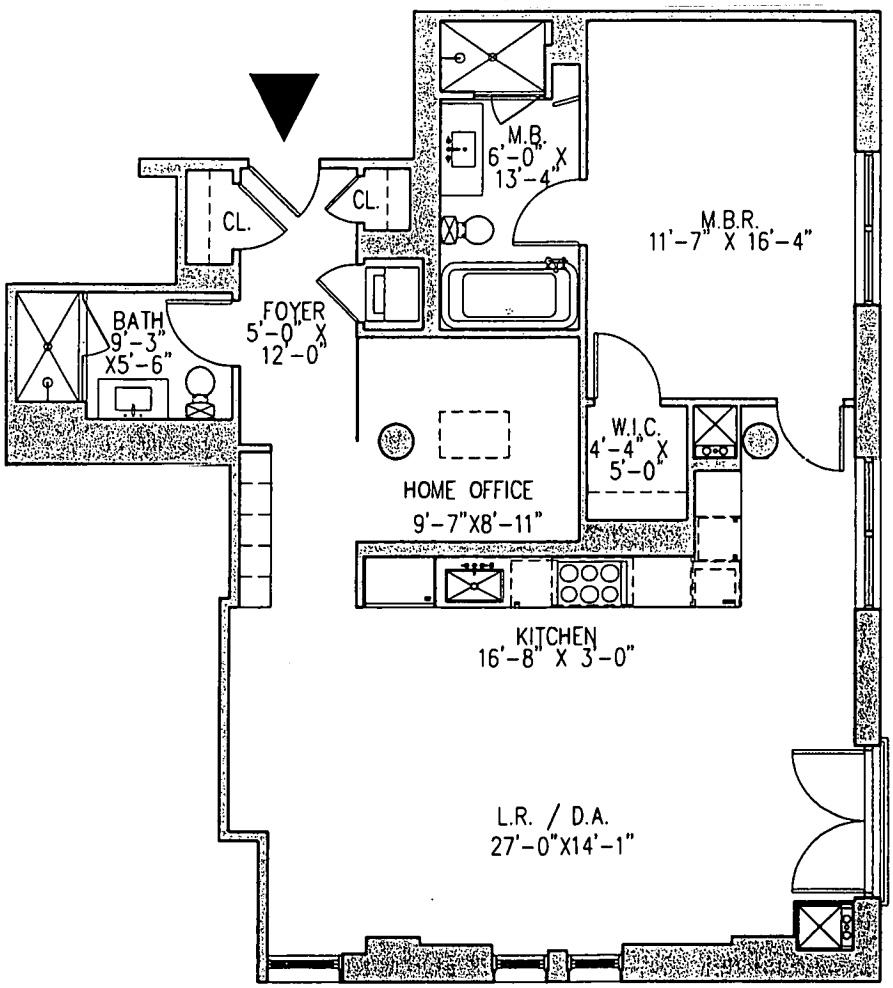


UNIT 22
1 bedroom/2 baths/ home office
1,203 SF

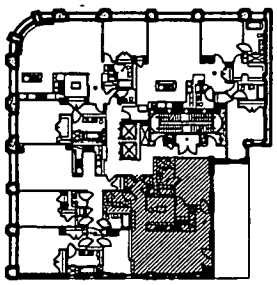
HEIGHTS:
L.R. / D.A. / H.O. / KITCHEN : 10'-4"
B.R. : 10'-7"
BATH : 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 7th FLOOR



0 10' 20' 30'

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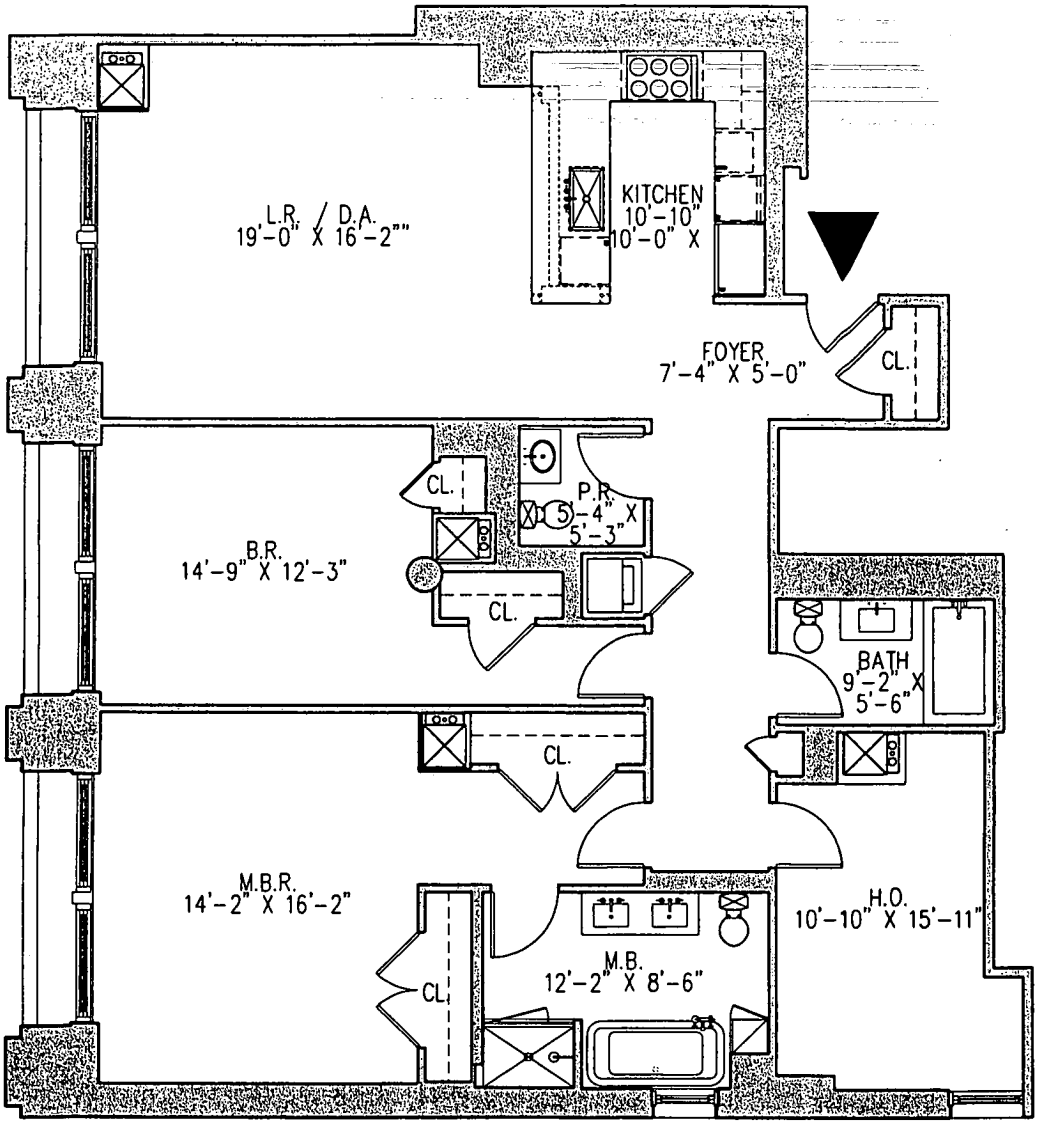


UNIT 23

2 bedrooms/2.5 baths

home office

1,722 SF

HEIGHTS:

KITCHEN: 10'-4"

L.R. / D.A. / H.O. : 10'-7"

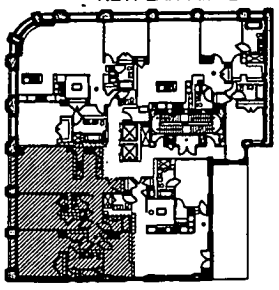
BATH: 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 7th FLOOR



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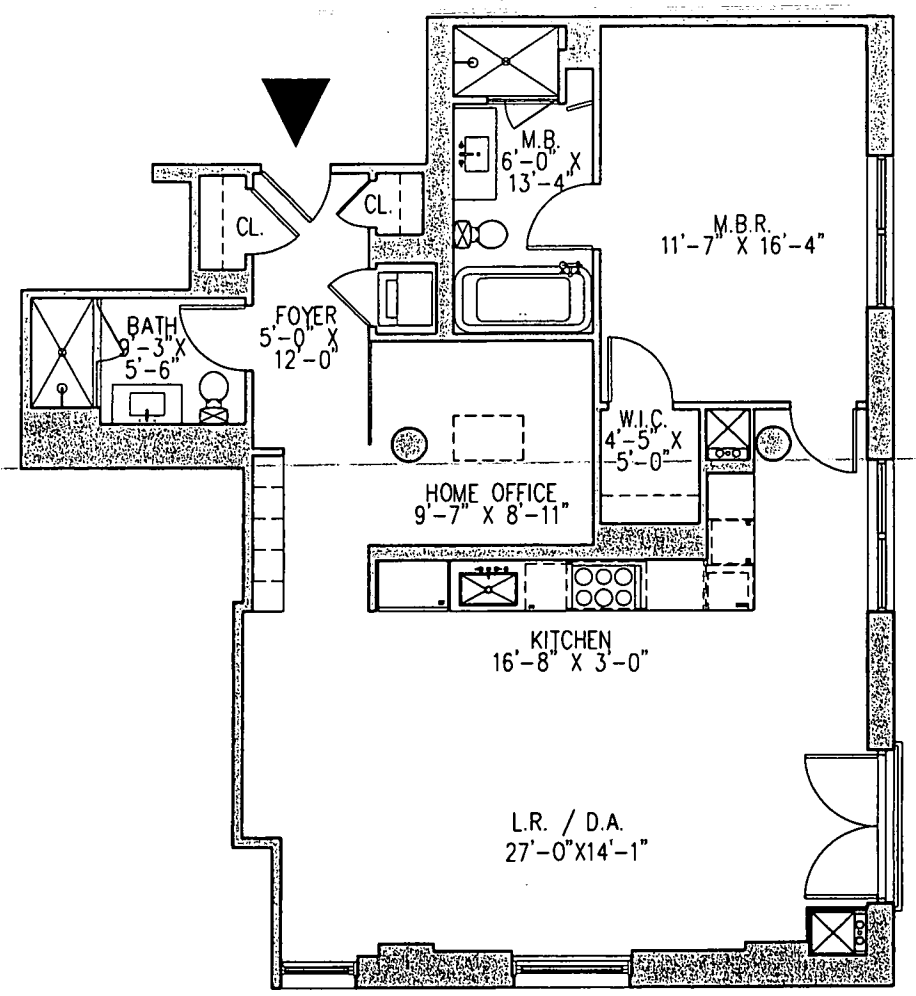


UNIT 26
1 bedroom/2 baths/ home office
1,203 SF

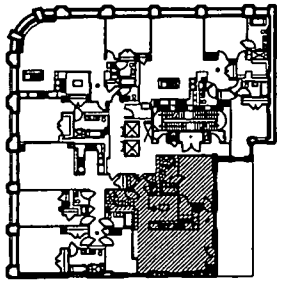
HEIGHTS:
L.R. / D.A. / H.O. / KITCHEN : 10'-4"
B.R. : 10'-7"
BATH : 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 8th FLOOR



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NEW YORK, NY 10012

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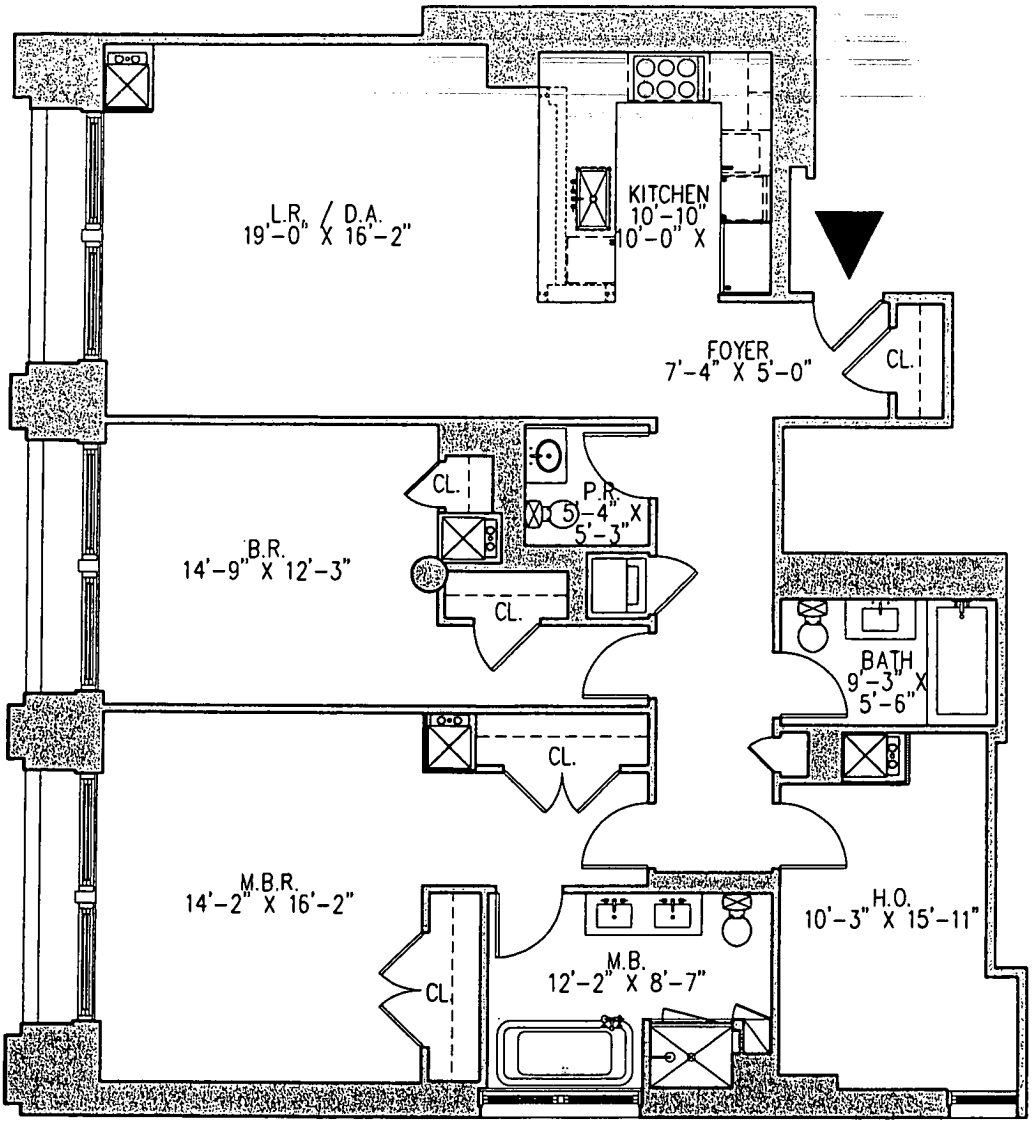


UNIT 27

2 bedrooms/2.5 baths

home office

1,722 SF

HEIGHTS:

KITCHEN: 10'-4"

L.R. / D.A. / H.O. : 10'-7"

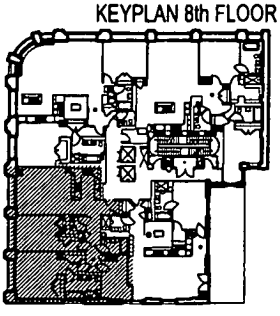
BATH: 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 8th FLOOR



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NEW YORK, NY 10012

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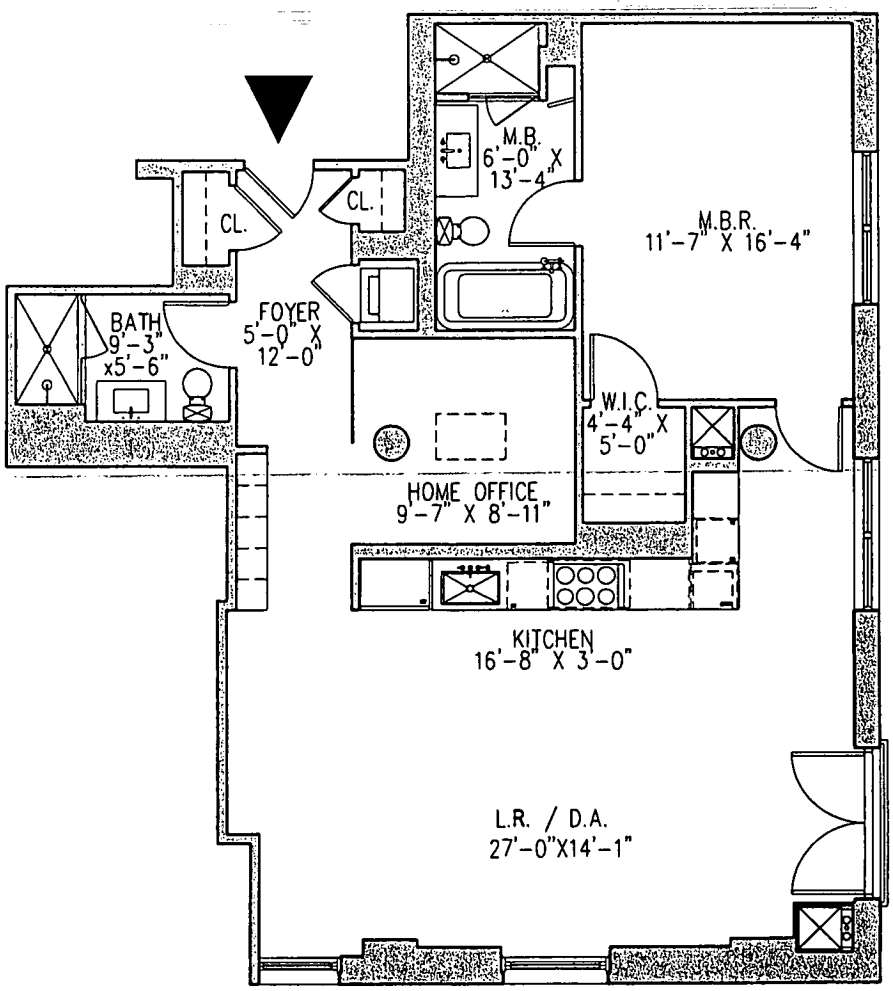


UNIT 30
1 bedroom/2 baths/ home office
1,203 SF

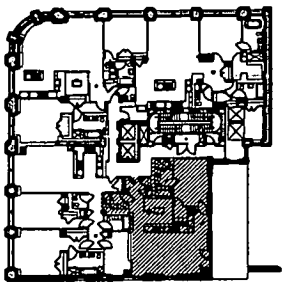
HEIGHTS:
L.R. / D.A. / H.O. / KITCHEN : 10'-4"
B.R. : 10'-7"
BATH : 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 9th FLOOR



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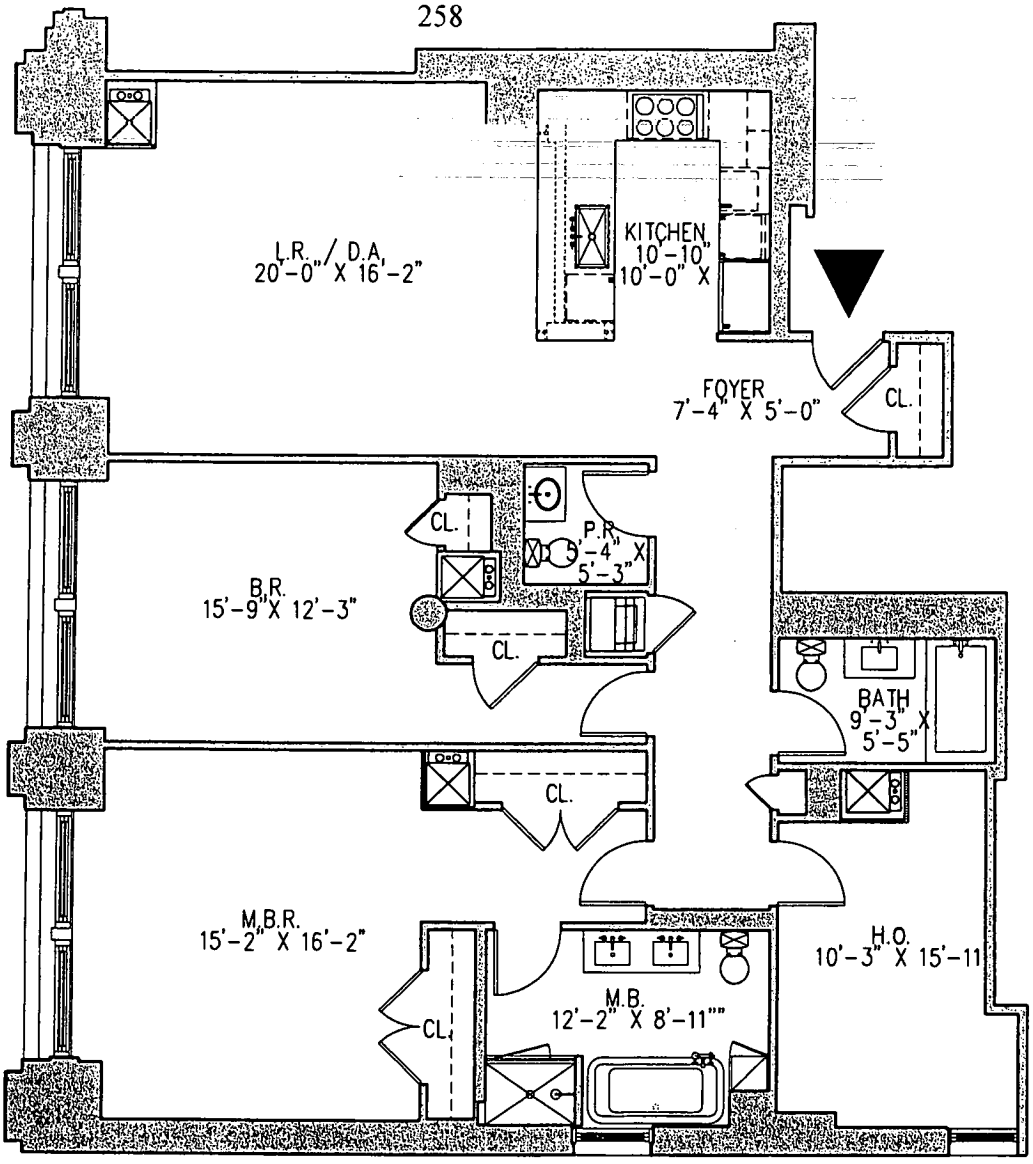


UNIT 31

2 bedrooms/2.5 baths

home office

1,759 SF

HEIGHTS:

KITCHEN: 10'-4"

L.R. / D.A. / H.O. : 10'-7"

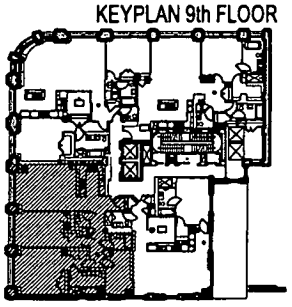
BATH: 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 9th FLOOR



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NEW YORK, NY 10012

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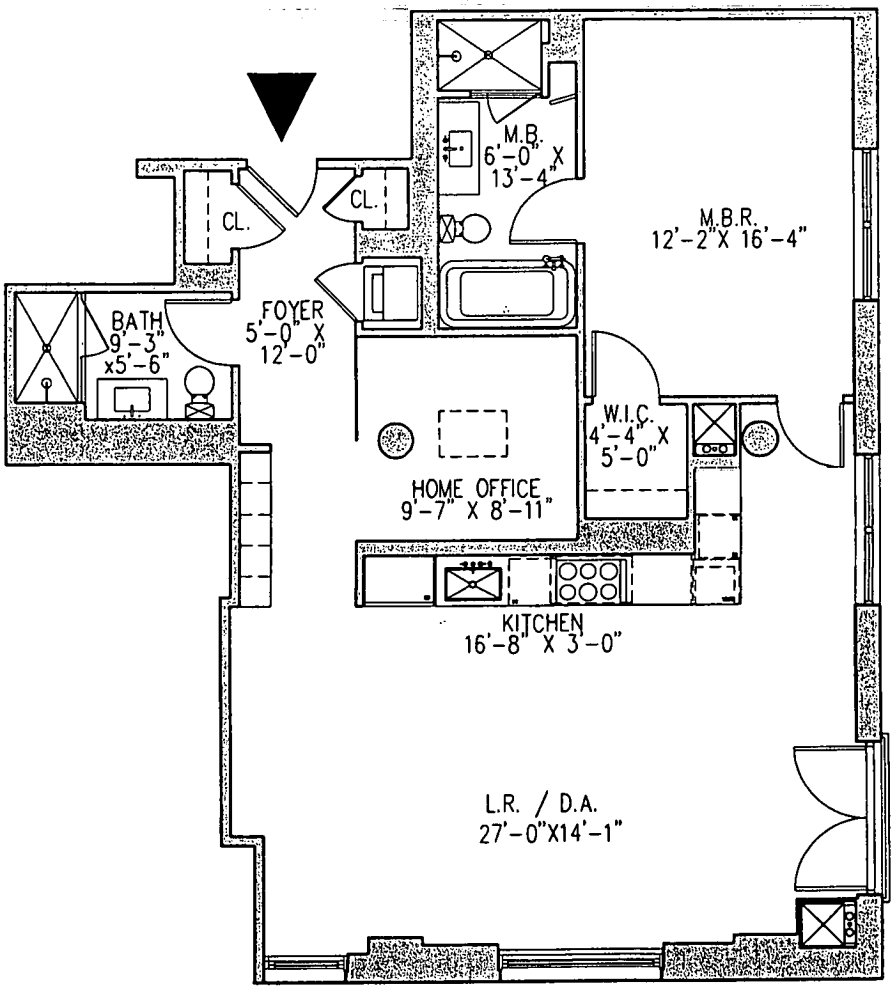


UNIT 34
1 bedroom/2 baths/ home office
1,203 SF

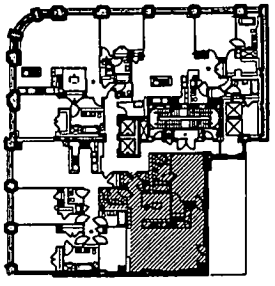
HEIGHTS:
L.R. / D.A. / H.O. / KITCHEN : 10'-4"
B.R. : 10'-7"
BATH : 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 10th FLOOR



0 10' 20' 30'

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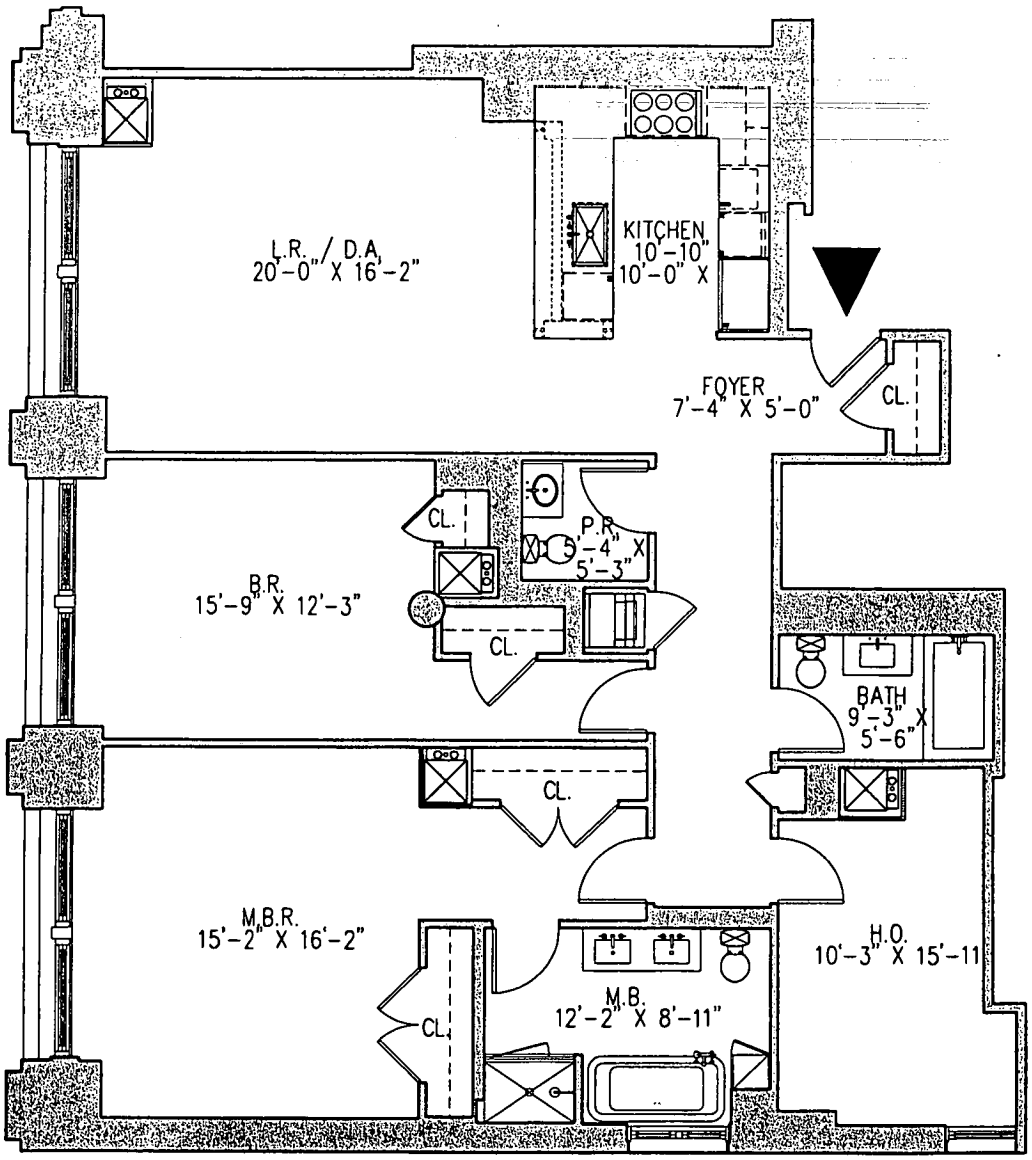


UNIT 35

2 bedrooms/2.5 baths

home office

1,759 SF

HEIGHTS:

KITCHEN: 10'-4"

L.R. / D.A. / H.O. : 10'-7"

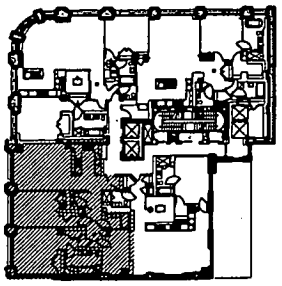
BATH: 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 10th FLOOR



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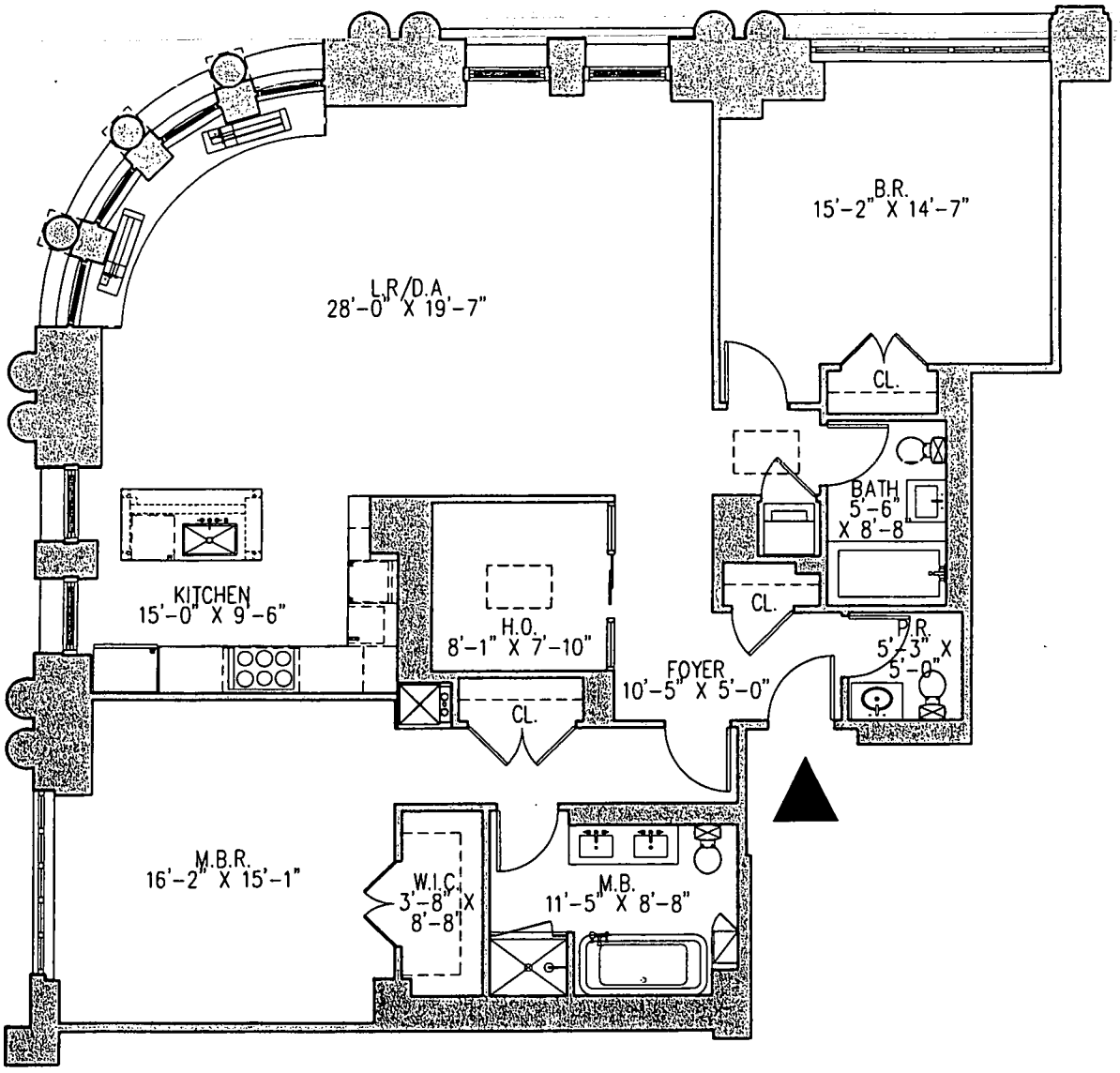


UNIT 38

2 bedrooms/2.5 baths/home office

1,770 SF

HEIGHTS:

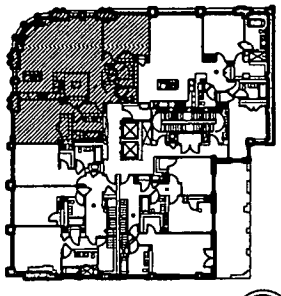
L.R. / D.A. / B.R.: 10'-0"
H.O. : 9'-8"
BATH. : 9'-0"
KITCHEN : 10'-4"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 11th FLOOR



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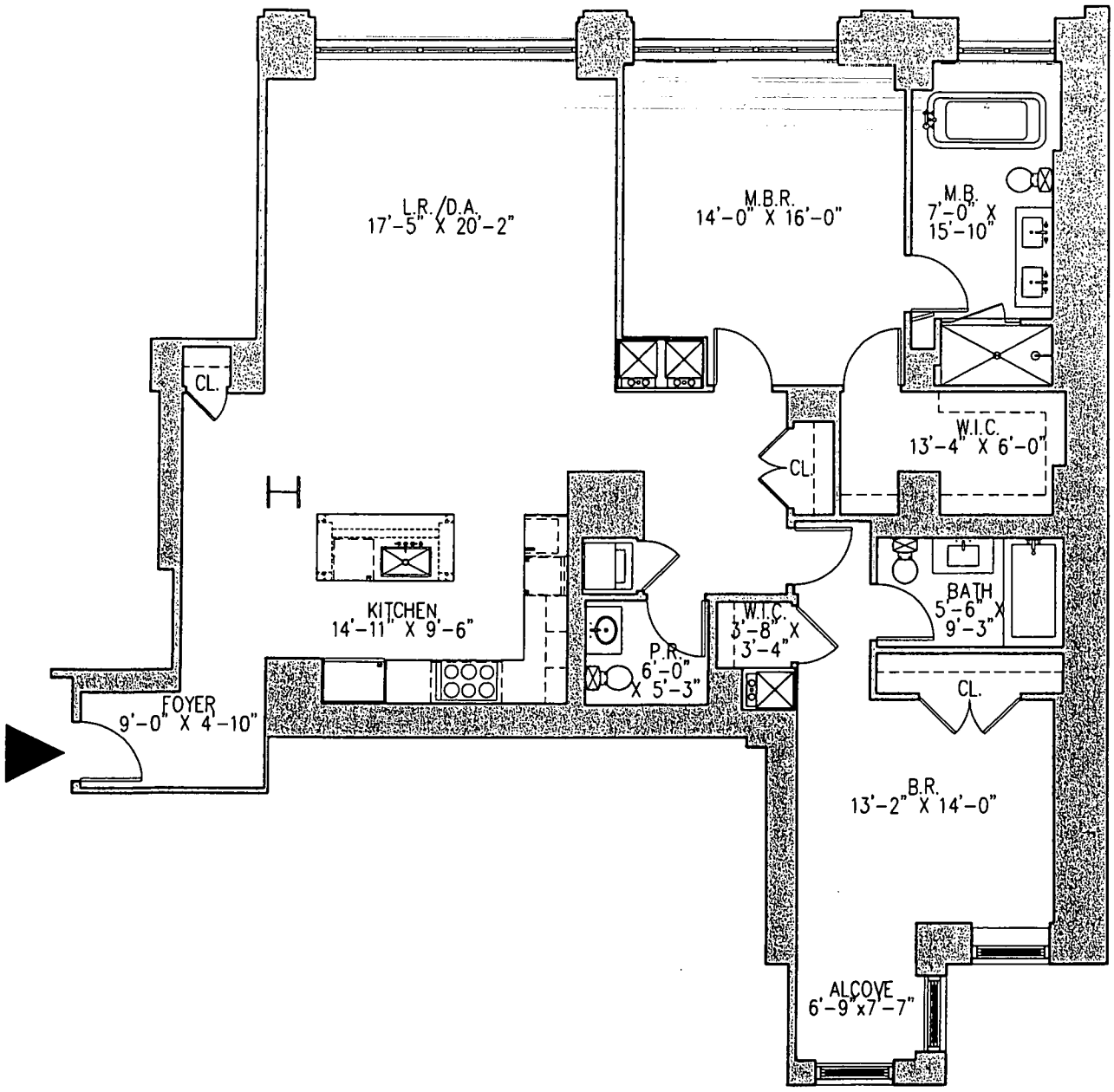


UNIT 39

2 bedrooms/2.5 baths

1,813 SF

HEIGHTS:

L.R. / D.R. / B.R. : 10'-7"

BATH: 9'-0"

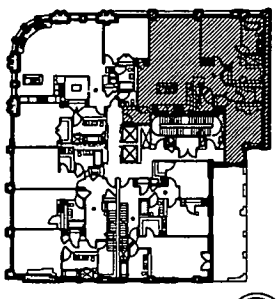
KITCHEN: 9'-4" w/ 10'-4" POPUP

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 11TH FLOOR



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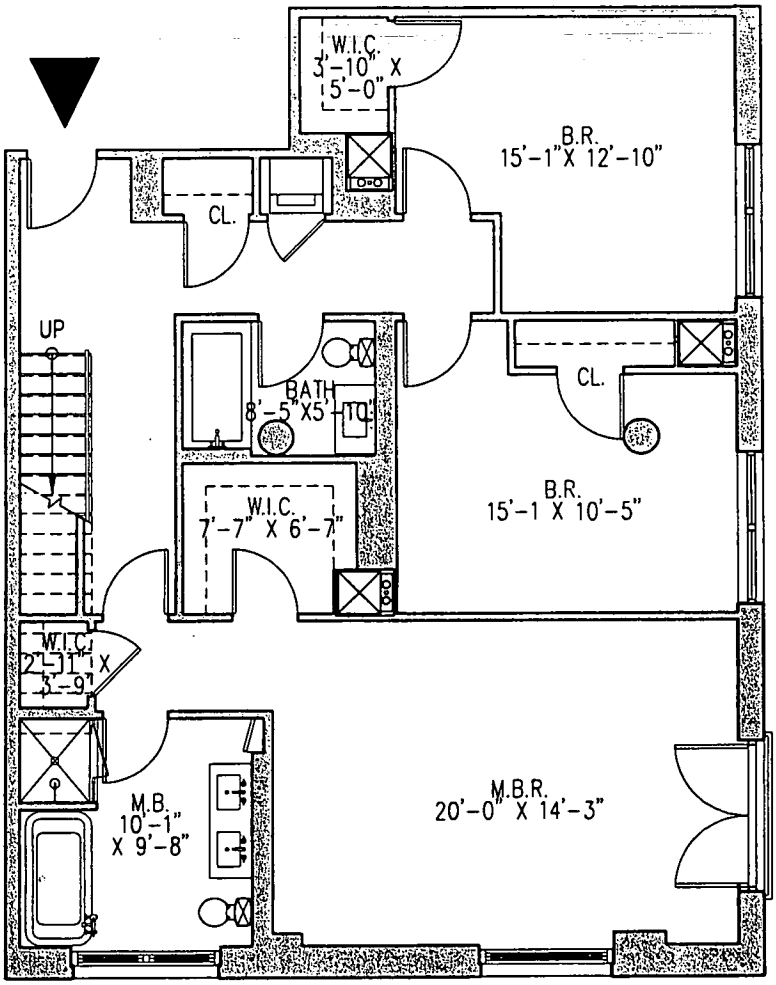


Penthouse East
(duplex lower level)
3 bedrooms/3 baths/
library
2,185 SF

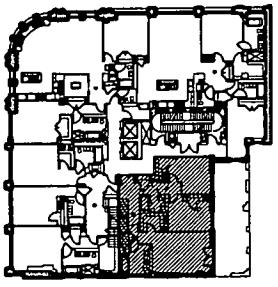
HEIGHTS:
B.R. : 10'-0"
BATH : 8'-8"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 11th FLOOR



0 10' 20' 30'

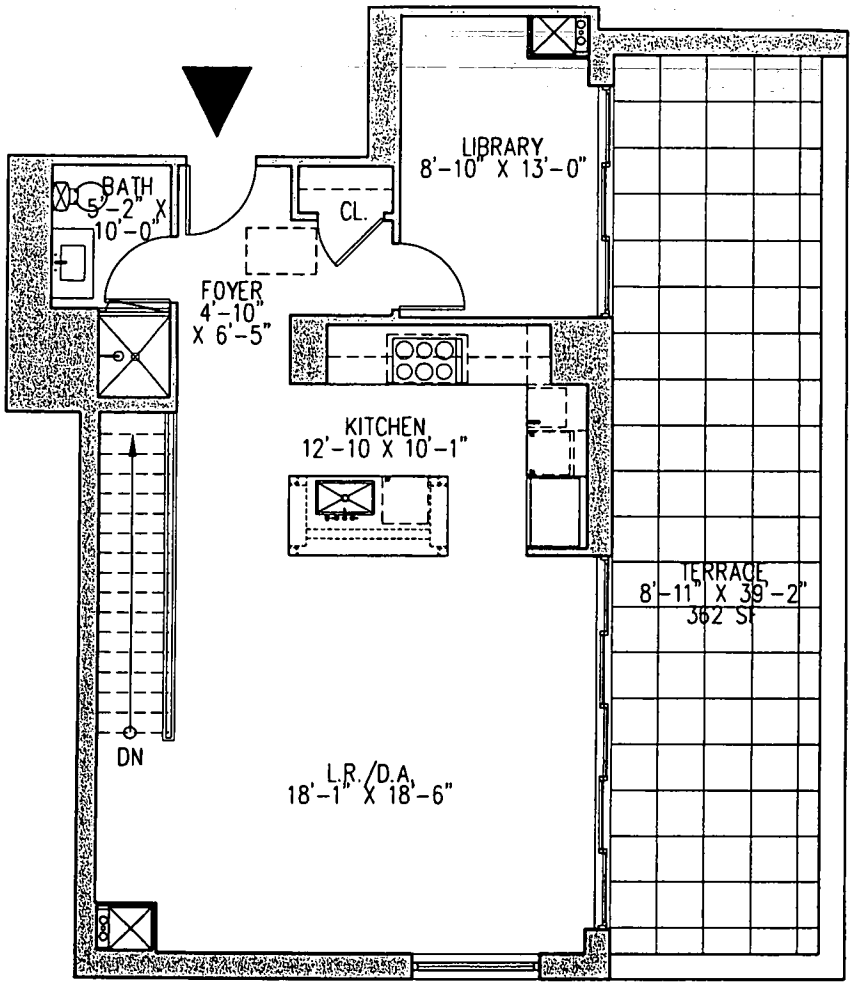
141 FIFTH AVENUE

NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

THE DIMENSIONS ON THIS FLOOR PLAN ARE APPROXIMATE AND SUBJECT TO CONSTRUCTION DEVIATIONS AND TOLERANCES. THE SPONSOR HAS THE RIGHT TO REVISE LAYOUT DIMENSIONS IN ACCORDANCE WITH THE OFFERING PLAN.

02-28-07



Penthouse East
(duplex upper level)
3 bedrooms/3 baths/ library
2,185 SF

HEIGHTS:
L.R. / D.A. / KITCHEN: 10'-0"

LIBRARY: 9'-6"

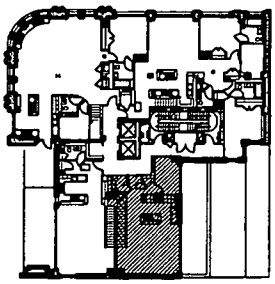
B.R. : 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 12th FLOOR



141 FIFTH AVENUE
NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

0 10' 20' 30'

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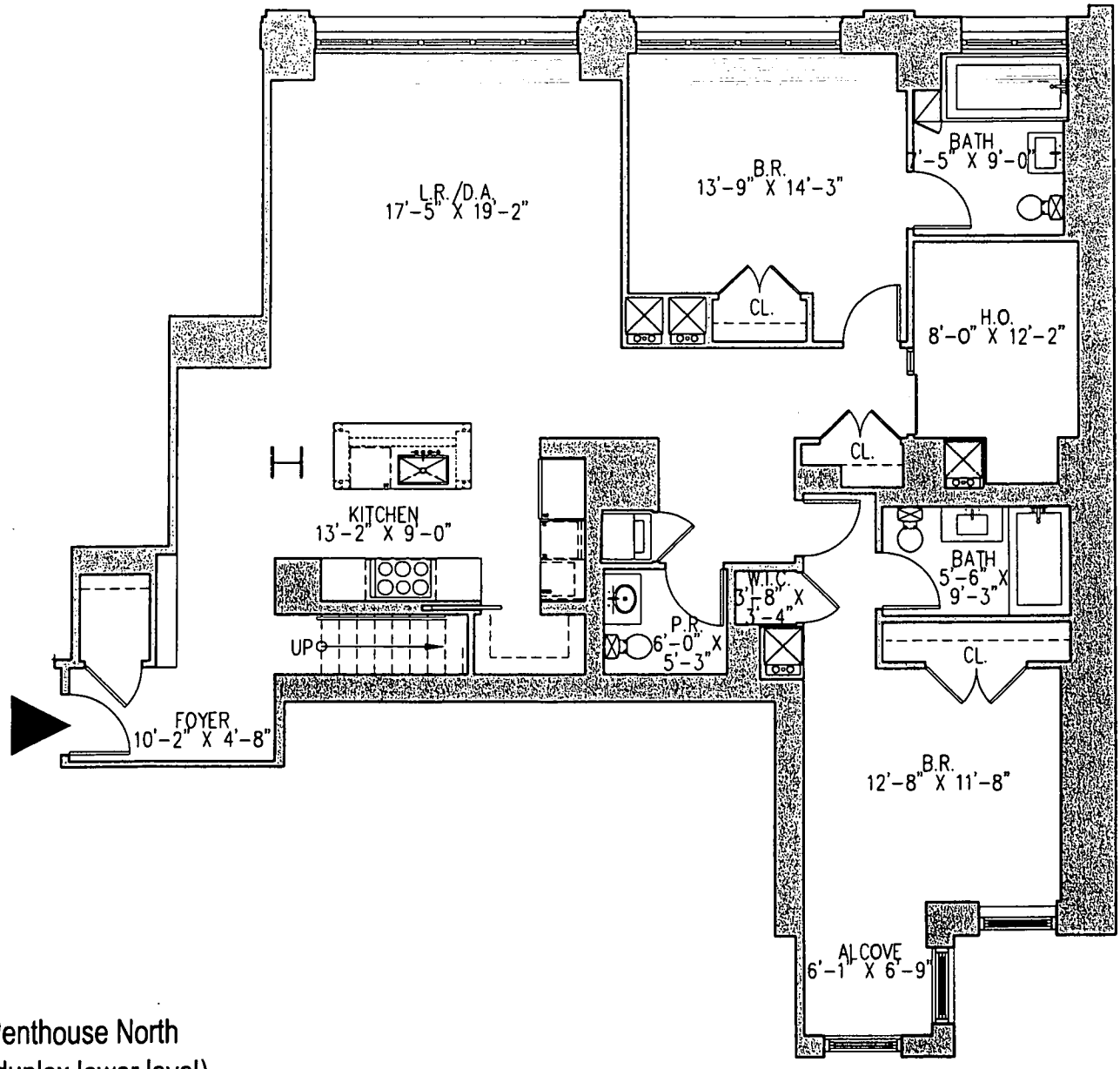


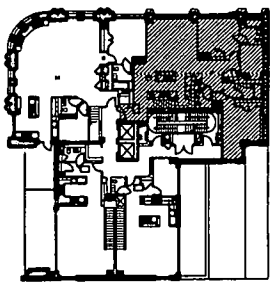
Penthouse North
(duplex lower level)
3 bedrooms / 3.5 baths/
home office / sitting room

2,407 SF

HEIGHTS:

L.R. / D.A. / B.R. : 10'-4"
H.O. / KITCHEN : 9'-6"
BATH : 9'-0"

KEYPLAN 12th FLOOR



EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

0 10' 20' 30'

141 FIFTH AVENUE

NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

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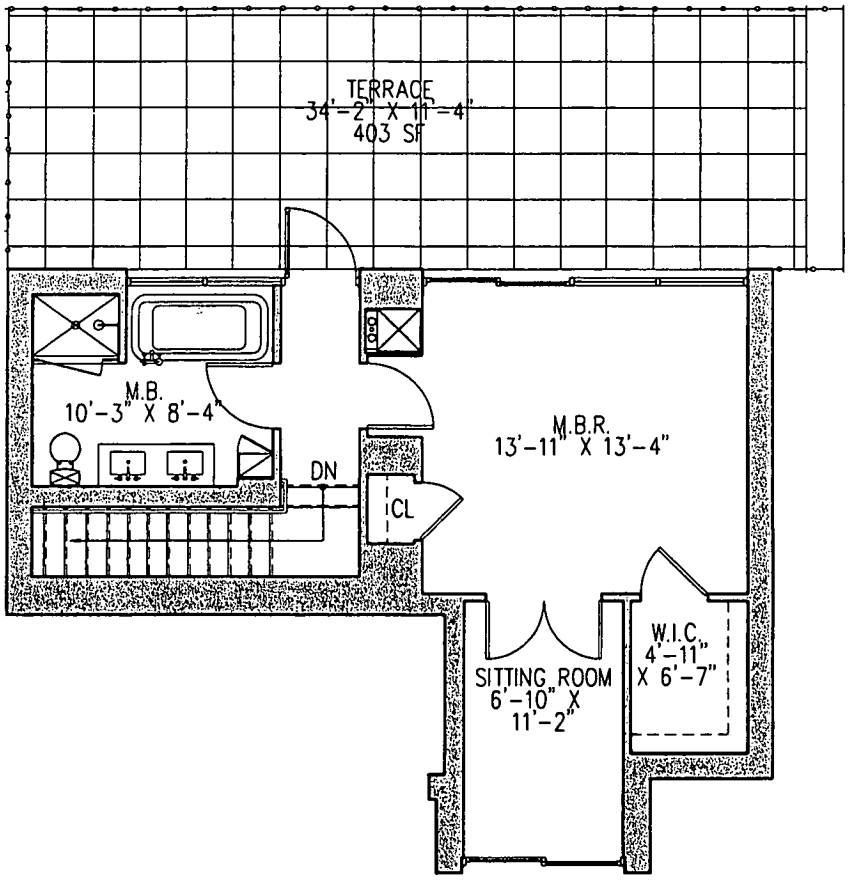


Penthouse North
(duplex upper level)
3 bedrooms / 3.5 baths/
home office / sitting room
2,407 SF

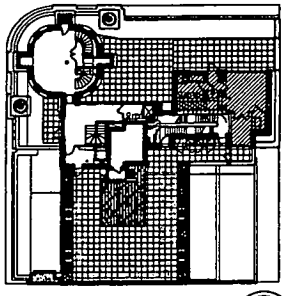
HEIGHTS:
BATH: 9'-0"
B.R. / S.R. : 11'-3"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 13th FLOOR



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NEW YORK, NY 10003

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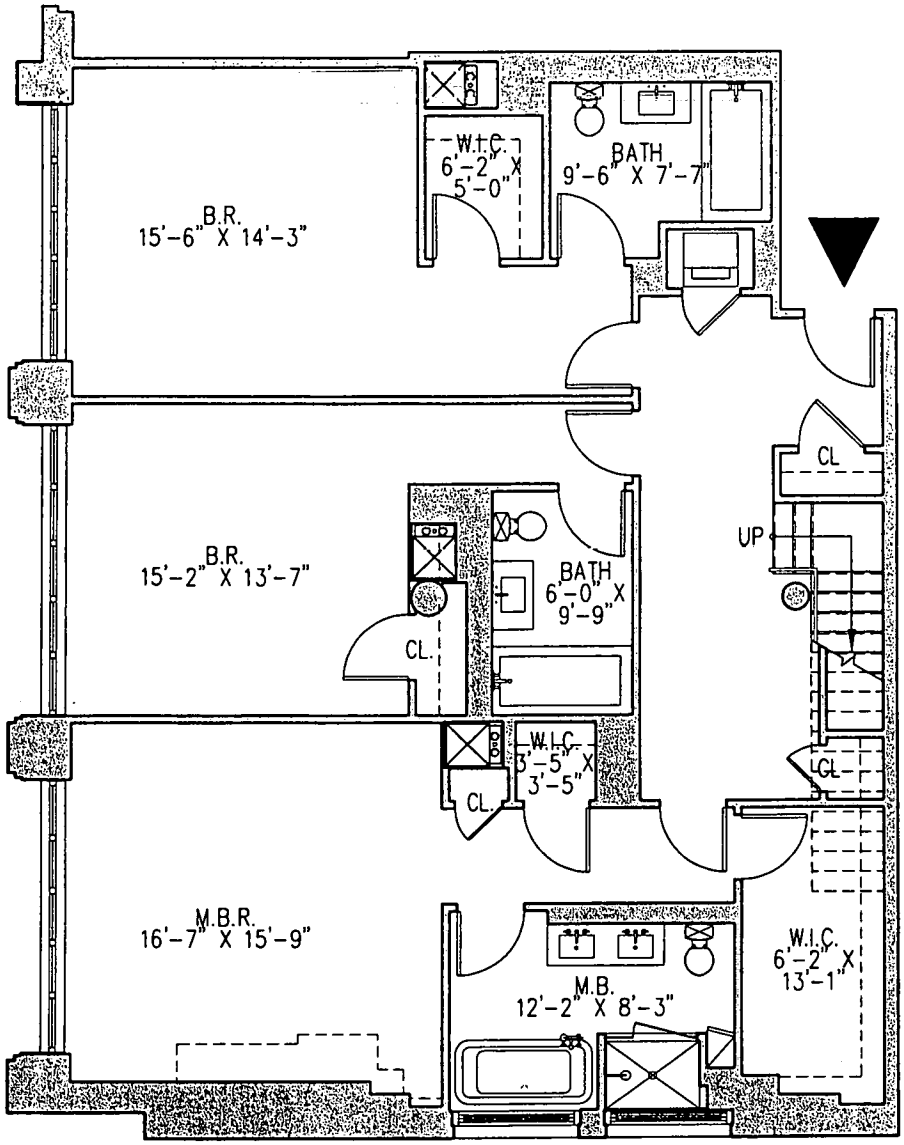


Penthouse West
(duplex lower level)
3 bedrooms/3.5 baths

2,563 SF

HEIGHTS:

B.R. : 9'-8"

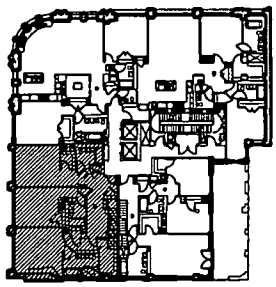
BATH : 8'-5"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 11th FLOOR



141 FIFTH AVENUE

NEW YORK, NY 10003

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NEW YORK, NY 10012

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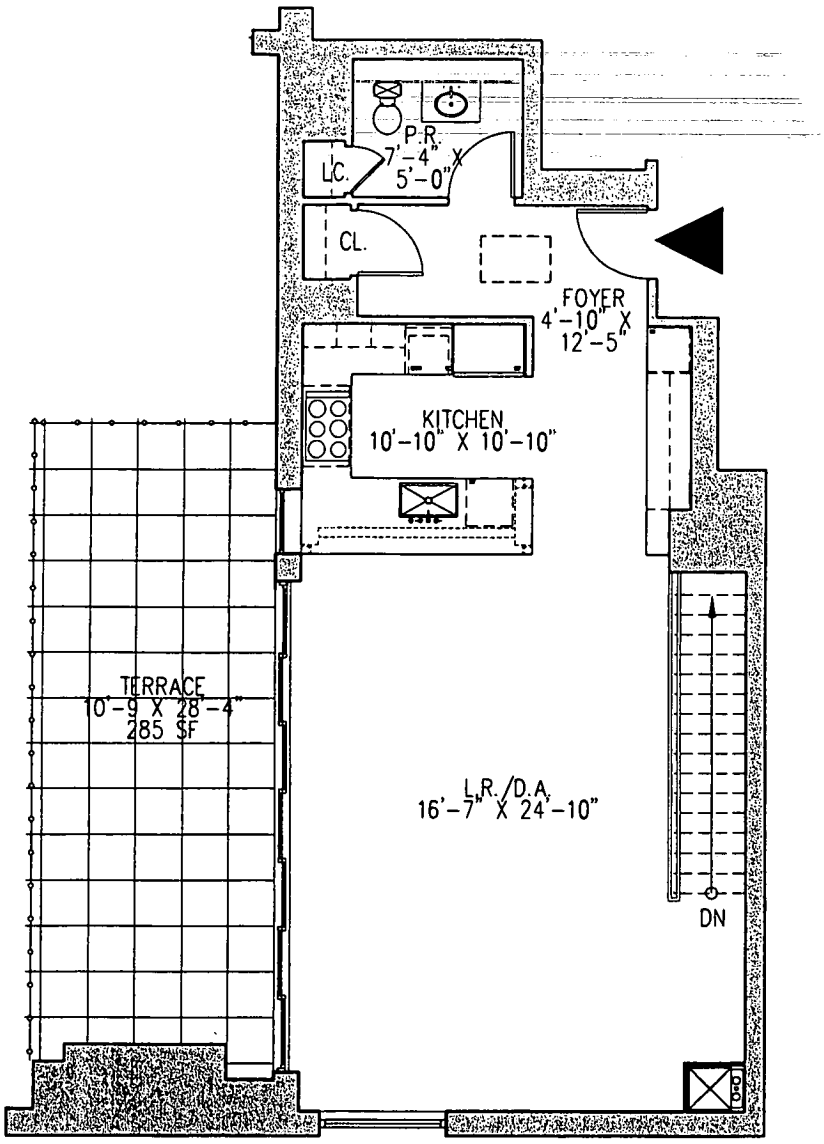


Penthouse West
(duplex upper level)
3 bedrooms/3.5 baths
2,563 SF

HEIGHTS:
L.R. / D.A. / KITCHEN: 10'-0"

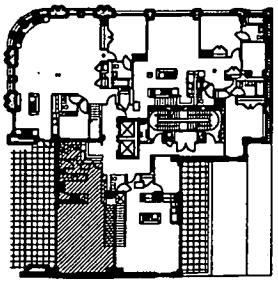
P.R. : 8'-8"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 12th FLOOR



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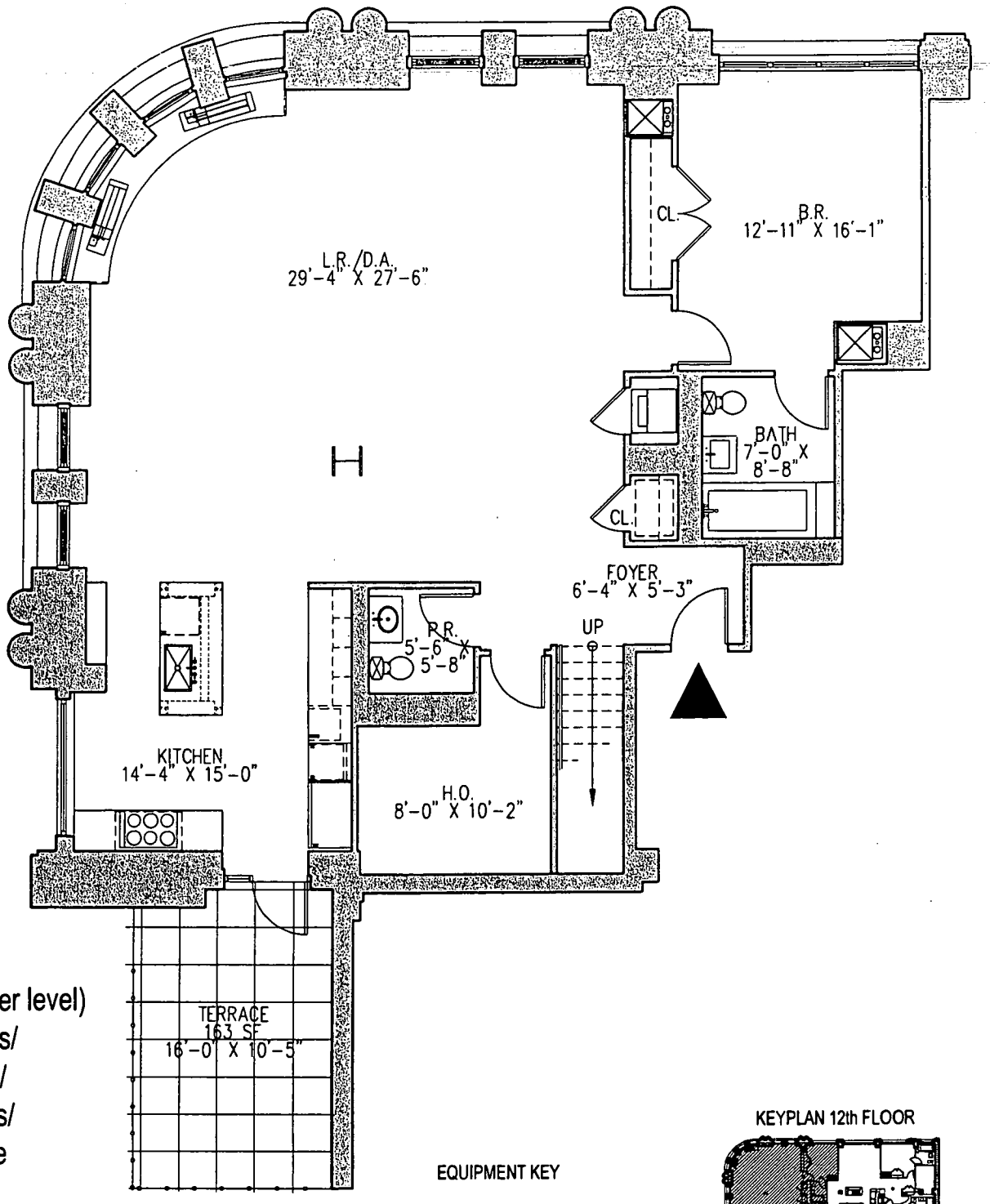


CUPOLA
(triplex lower level)
2 bedrooms/
2 full baths/
2 half baths/
home office
3,200 SF

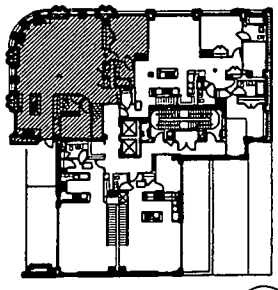
HEIGHTS:
KITCHEN: 9'-6"
L.R. / D.A. / B.R. : 10'-4"
H.O. / BATH: 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 12th FLOOR



141 FIFTH AVENUE
NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

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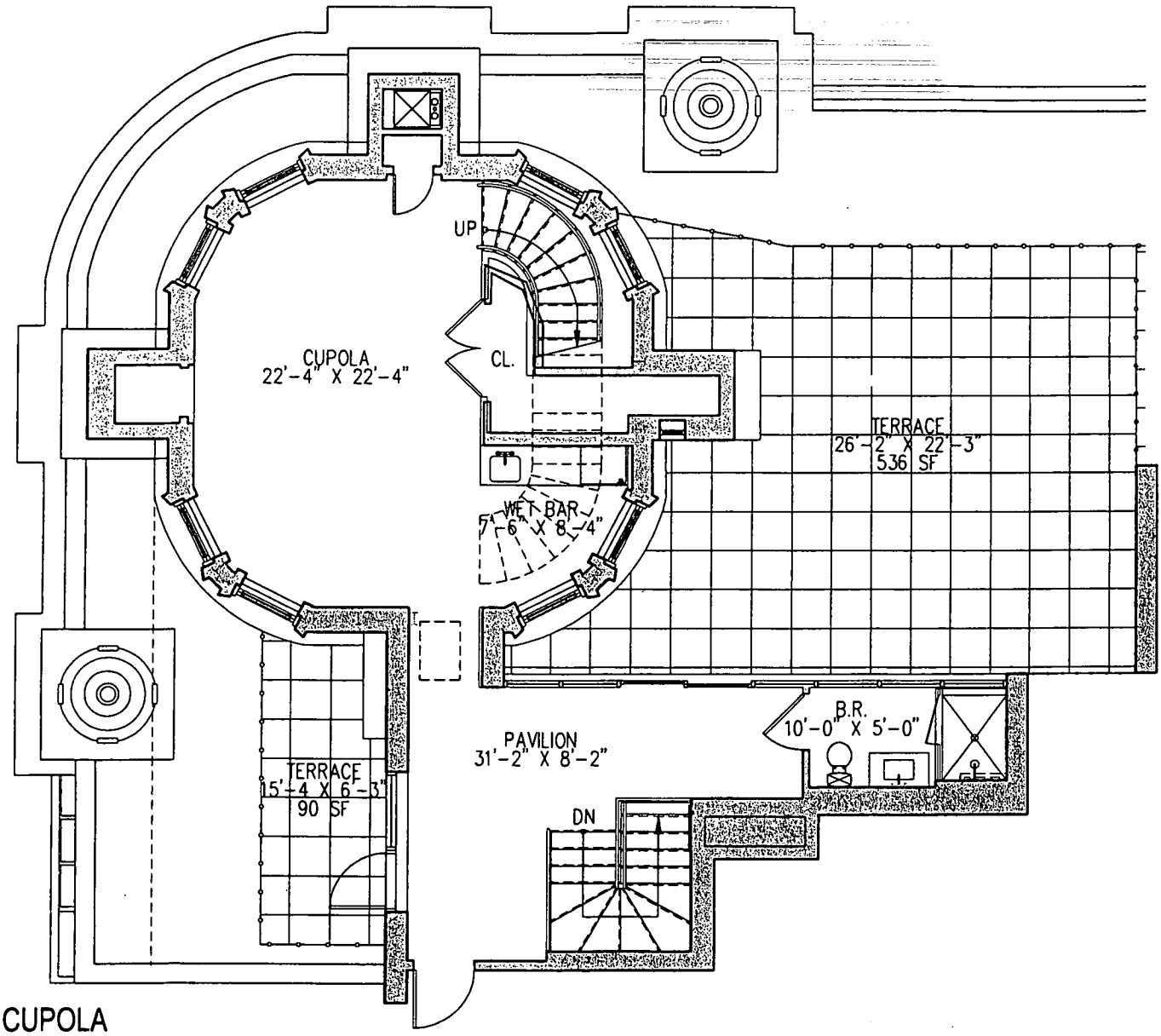


CUPOLA

(triplex mezzanine level)
2 bedrooms/2 full baths/
2 half baths/home office
3,200 SF

HEIGHTS:

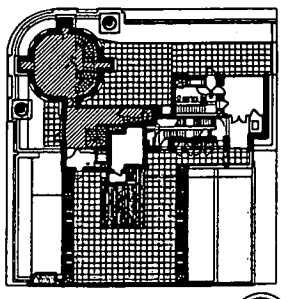
CUPOLA: 11'-3"
PAVILION: 8'-6"
BATH: 9'-0"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 13th FLOOR



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NEW YORK, NY 10003

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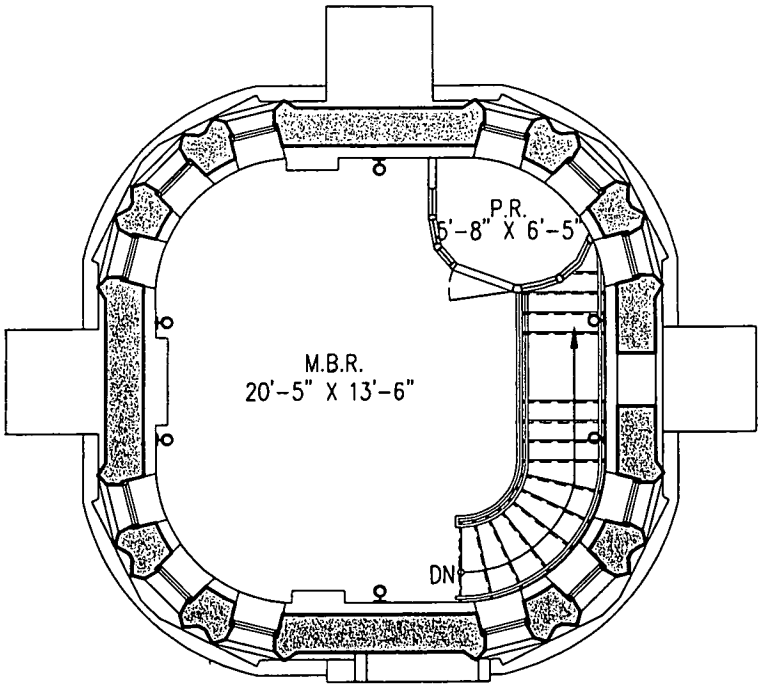


CUPOLA
(triplex upper level)
2 bedrooms/2 full baths/
2 half baths/home office
3,200 SF

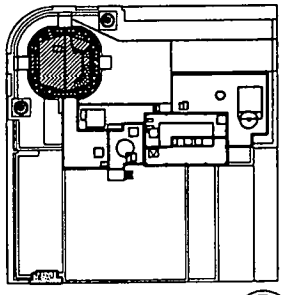
HEIGHTS:
P.R. : 11'-3"

EQUIPMENT KEY

HEATING/COOLING UNIT

CEILING HUNG HEATING/COOLING UNIT

KEYPLAN 14th FLOOR



0 10' 20' 30'

141 FIFTH AVENUE
NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

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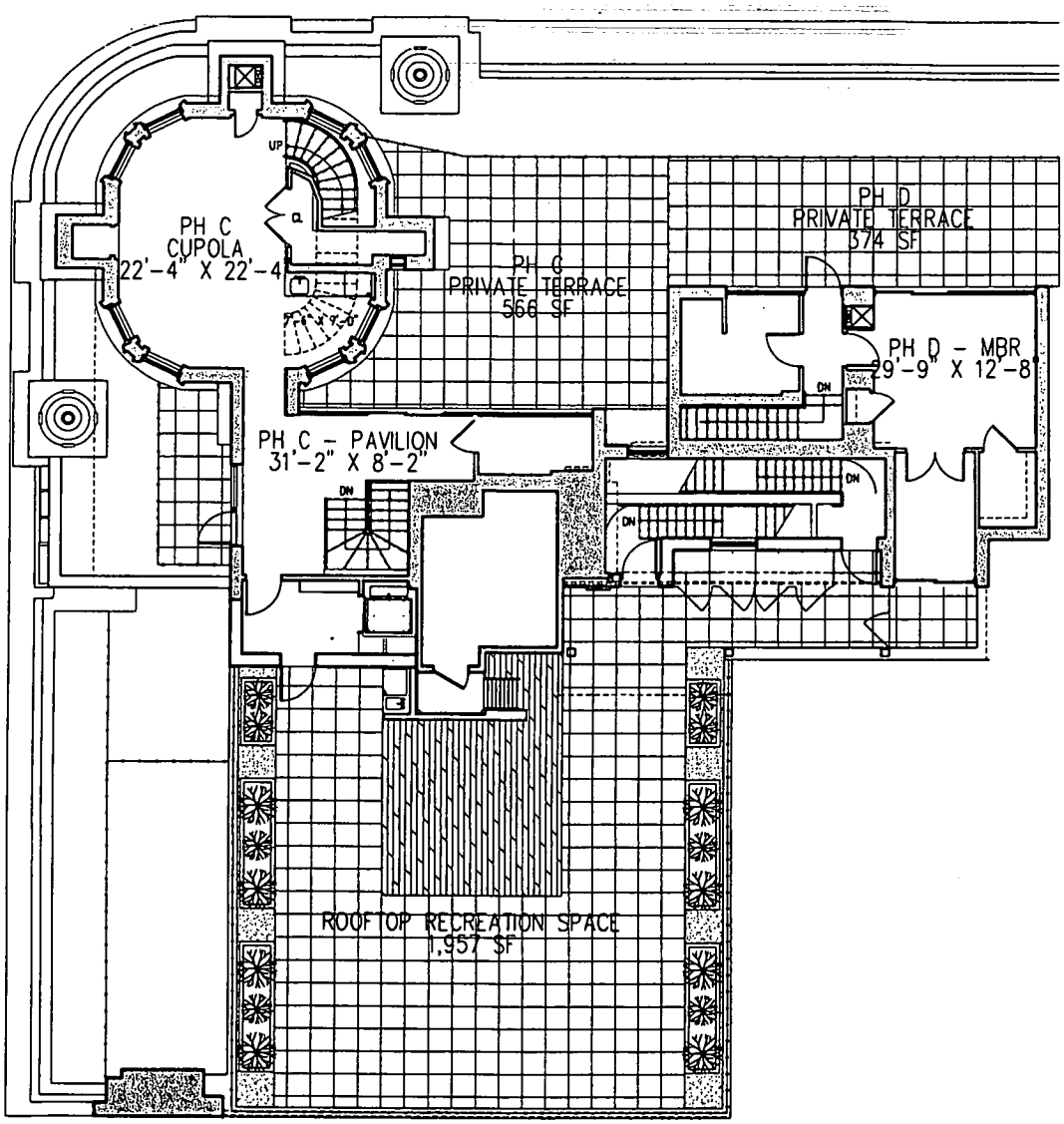
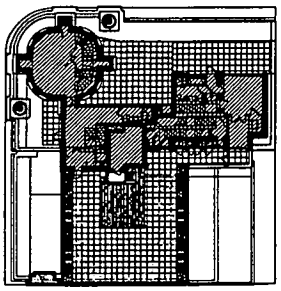


KEYPLAN 13th FLOOR



Cupola / Upper Roof

141 FIFTH AVENUE

NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

0 10' 20' 30'

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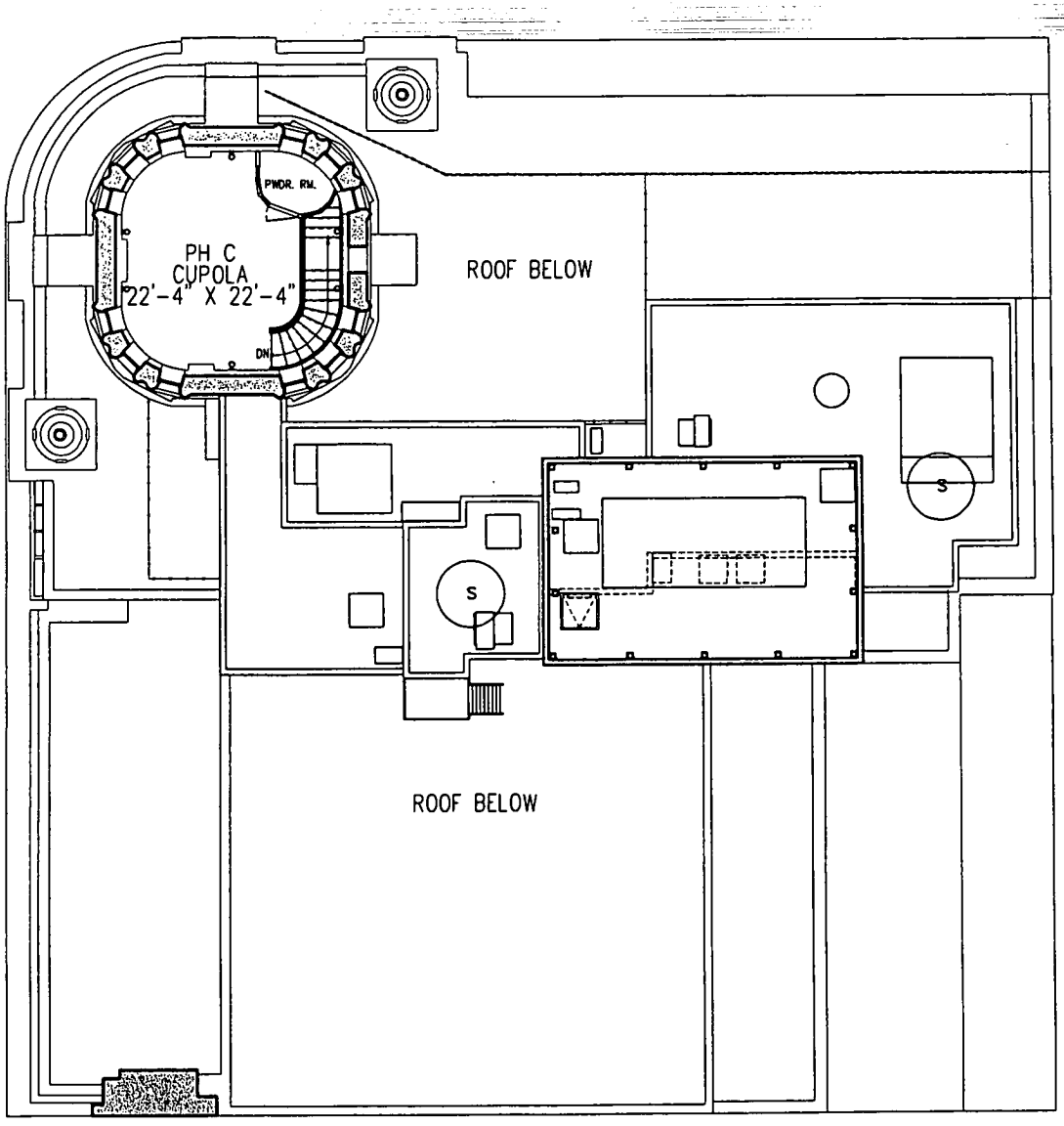
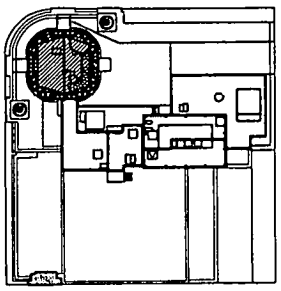


KEYPLAN 14th FLOOR



Cupola / Mezzanine Level

NOTE:
S DENOTES RESERVED AREA
FOR SATELLITE EQUIPMENT

141 FIFTH AVENUE

NEW YORK, NY 10003

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NEW YORK, NY 10012

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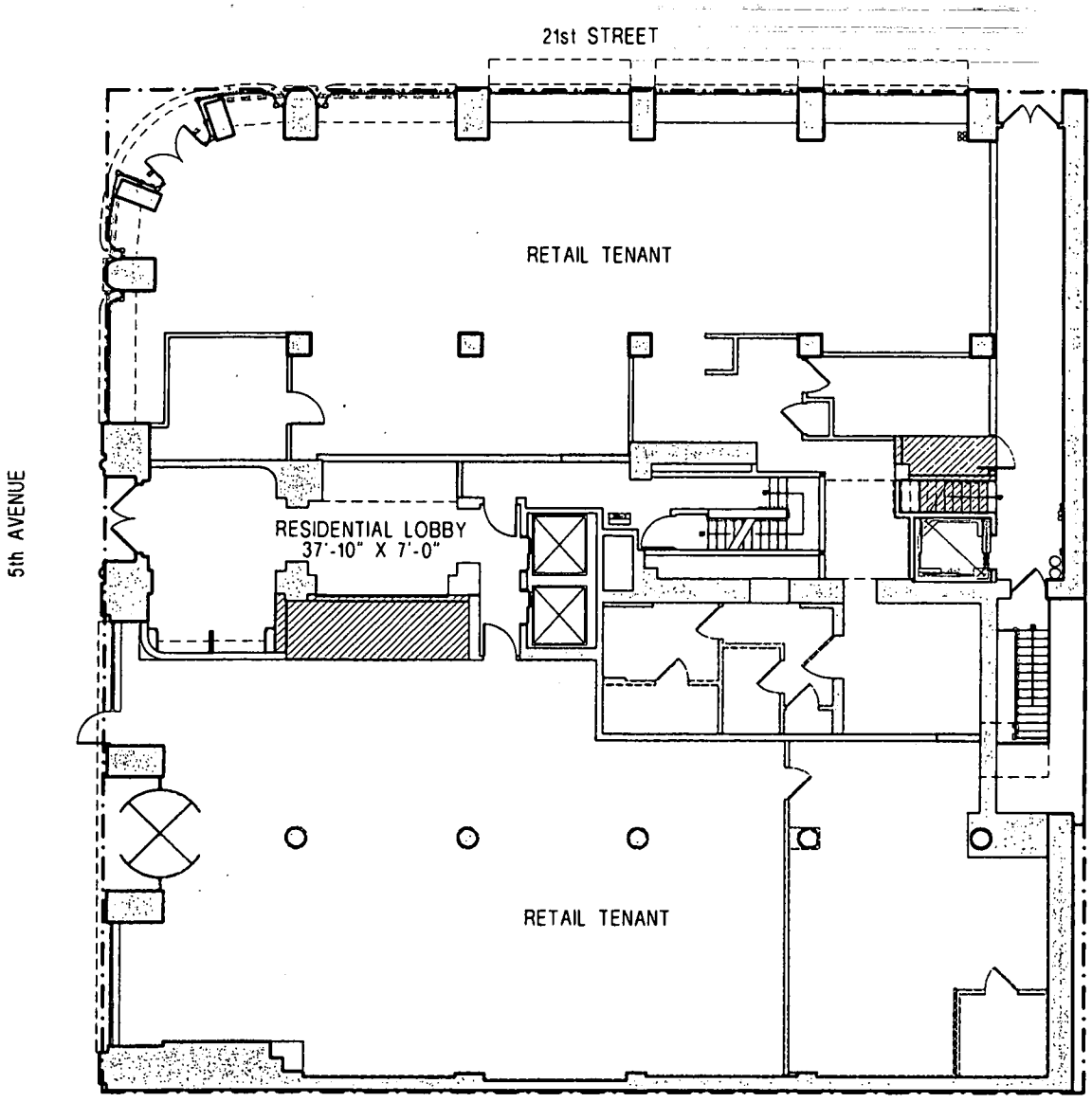

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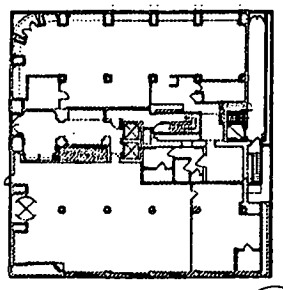

GROUND FLOOR

RESIDENTIAL 788 SF
RETAIL 6,701 SF

141 FIFTH AVENUE

NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

0 10' 25' 50'

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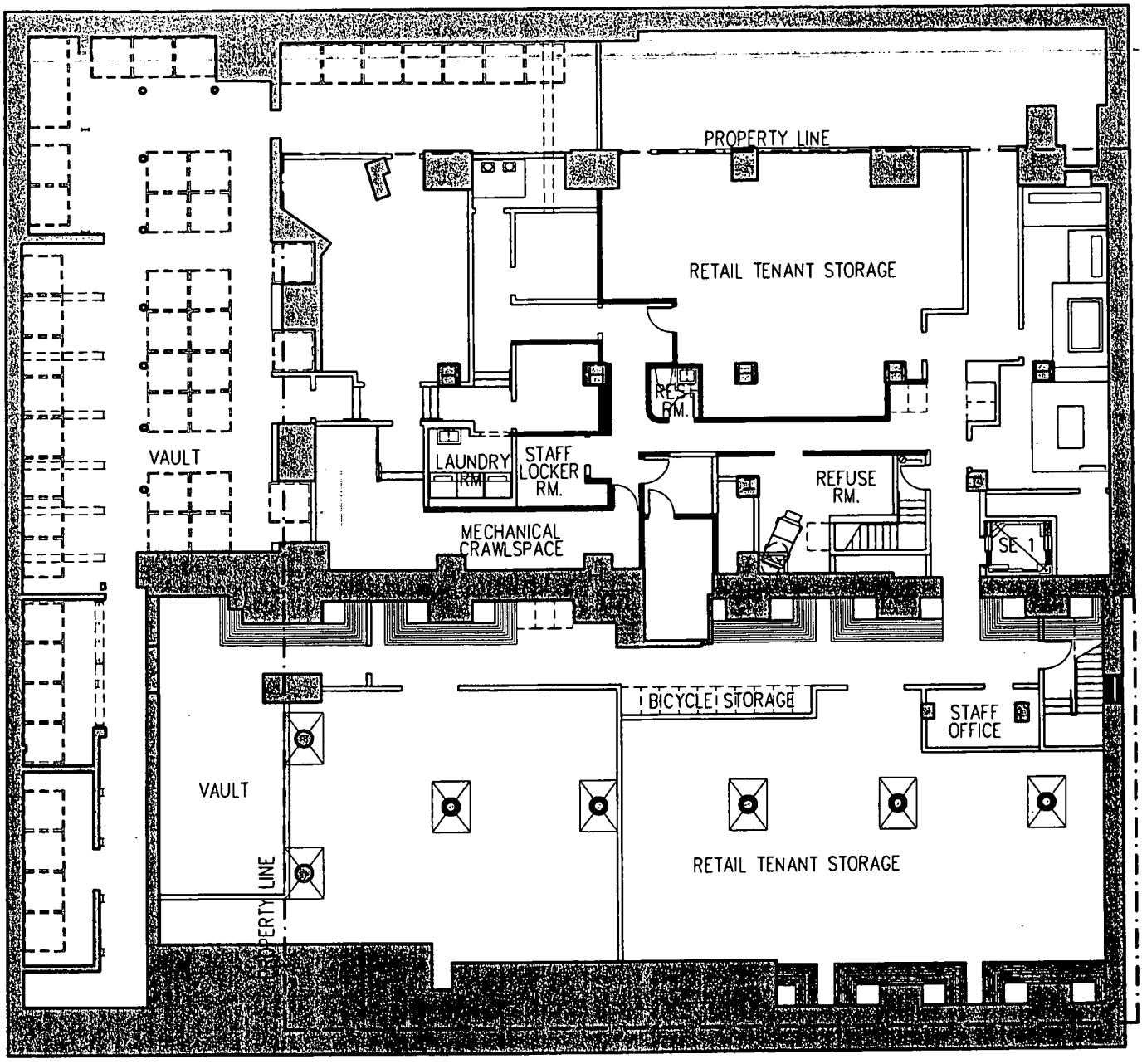

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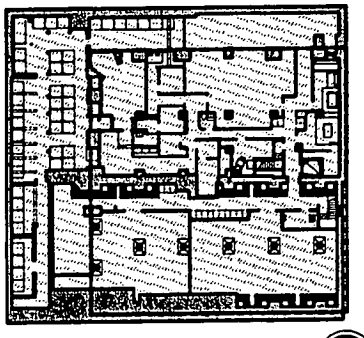

CELLAR

141 FIFTH AVENUE

NEW YORK, NY 10003

0 10' 25' 50'

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

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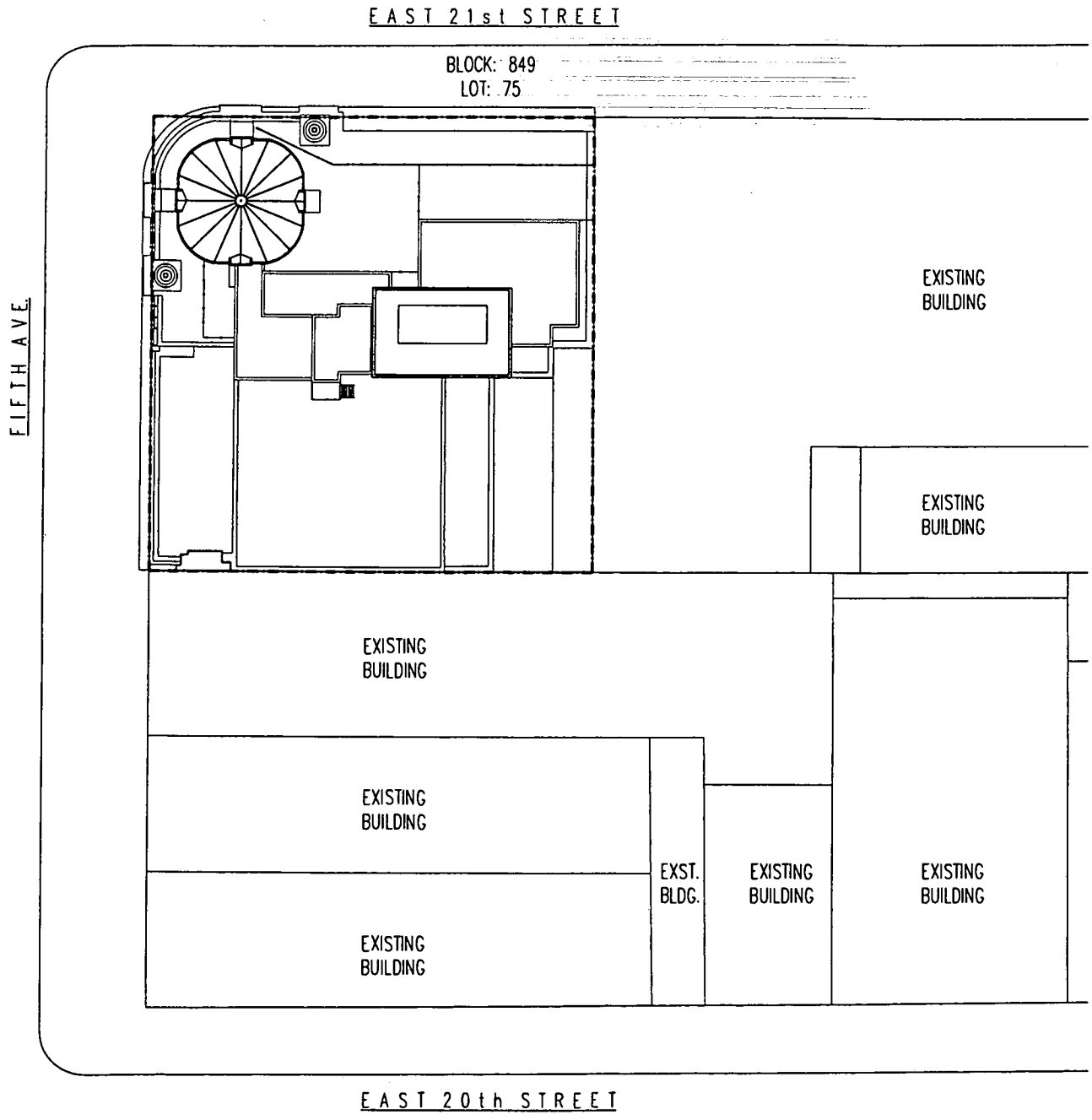

SITE PLAN

141 FIFTH AVENUE

NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012

0 25' 50' 75' 100'

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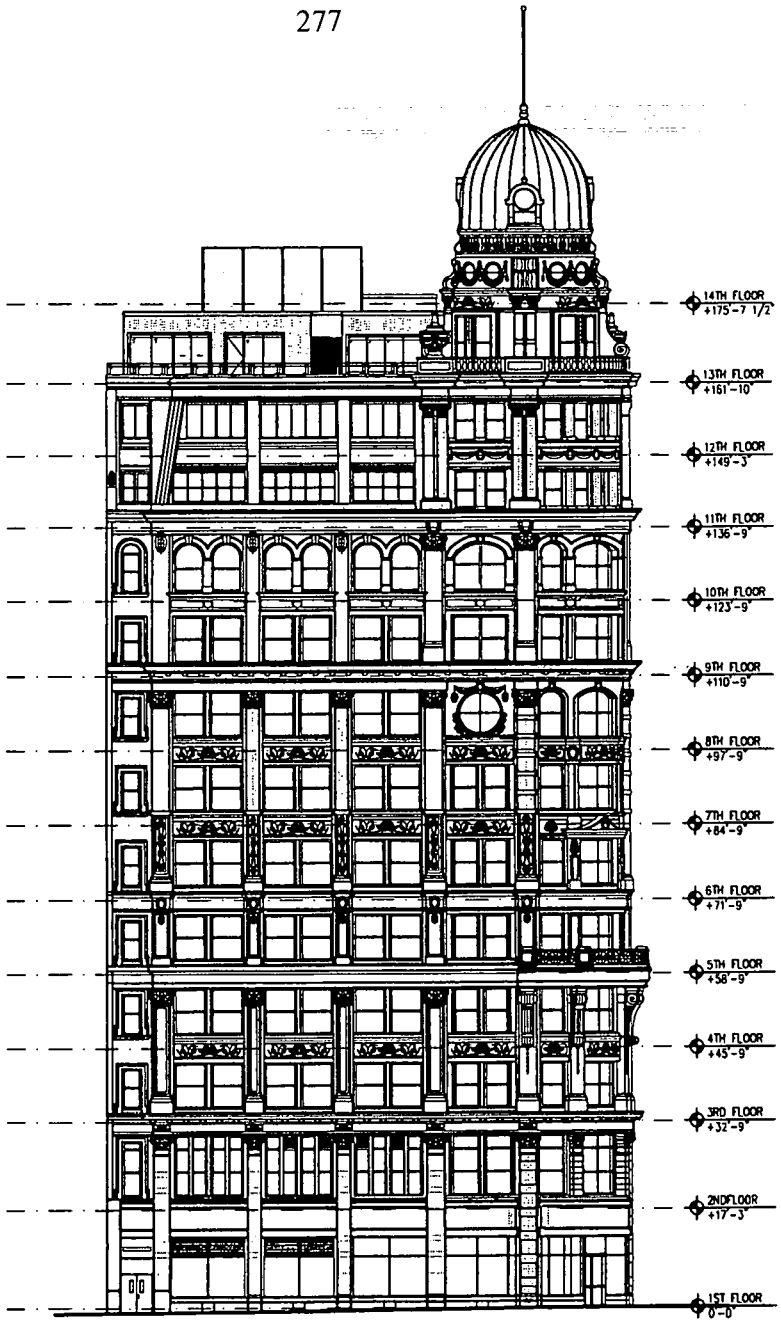
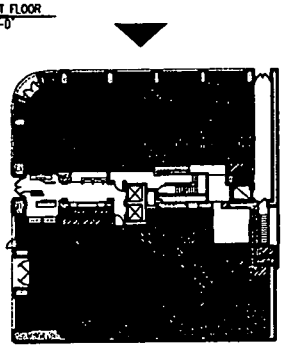


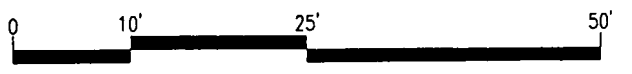


NORTH ELEVATION

141 FIFTH AVENUE

NEW YORK, NY 10003

CETRA/RUDDY INCORPORATED
NEW YORK, NY 10012



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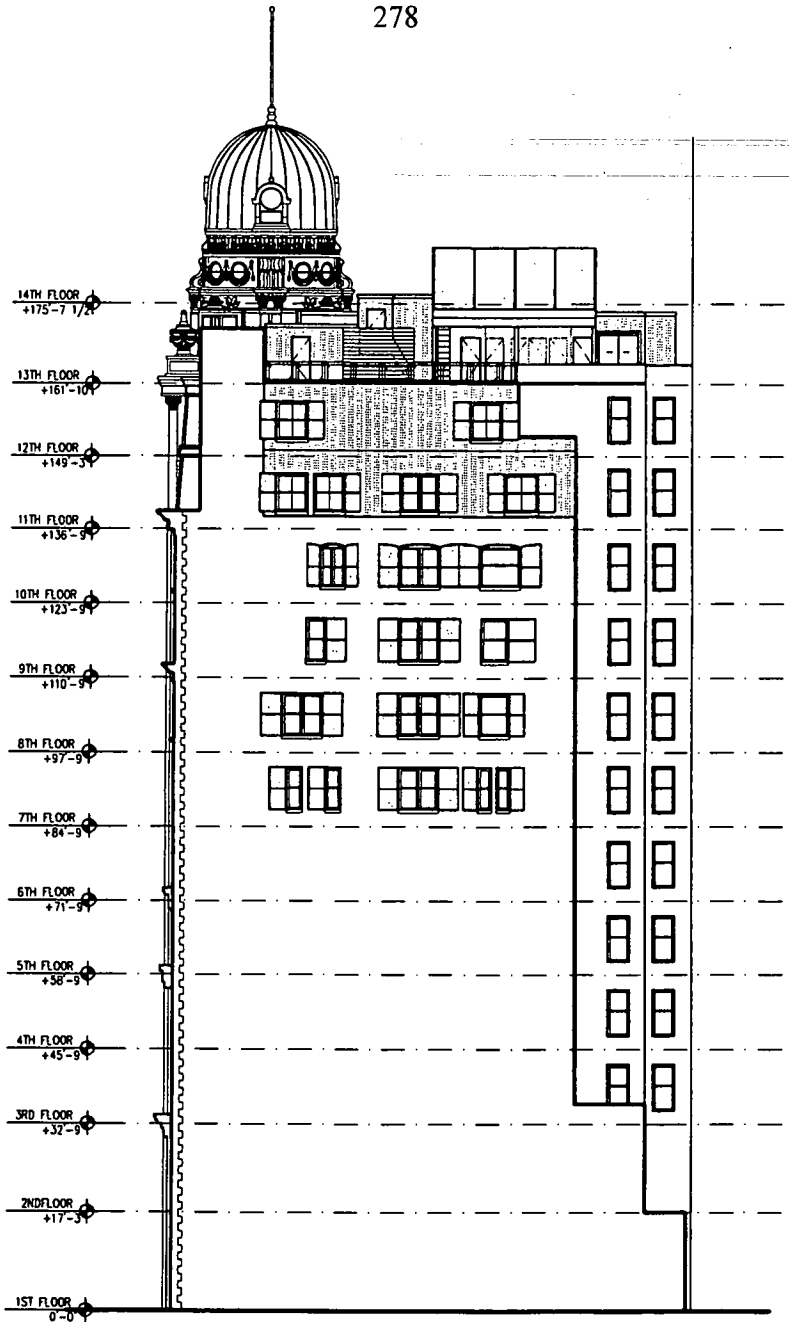
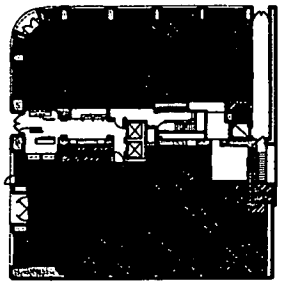


SOUTH ELEVATION



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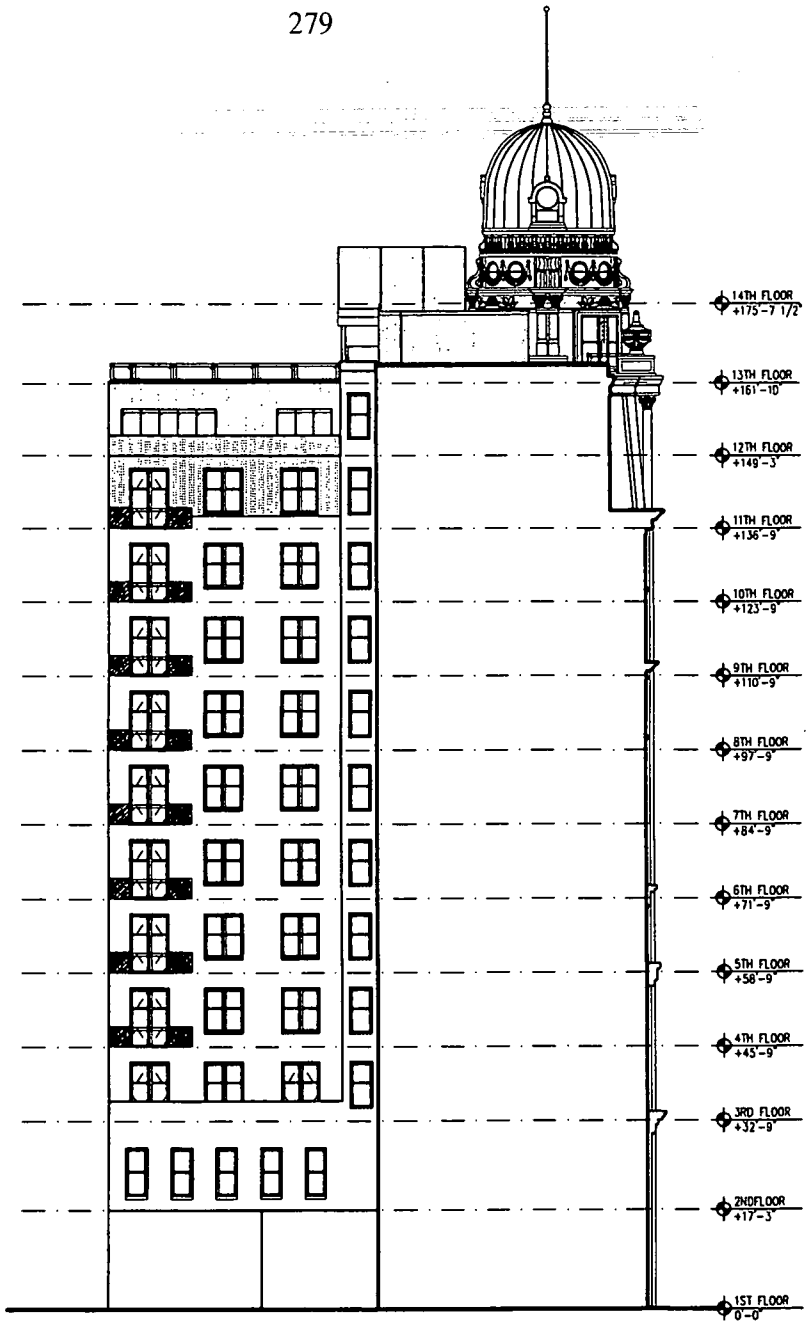

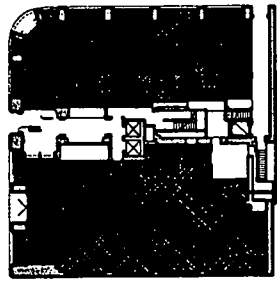

EAST ELEVATION

141 FIFTH AVENUE

NEW YORK, NY 10003

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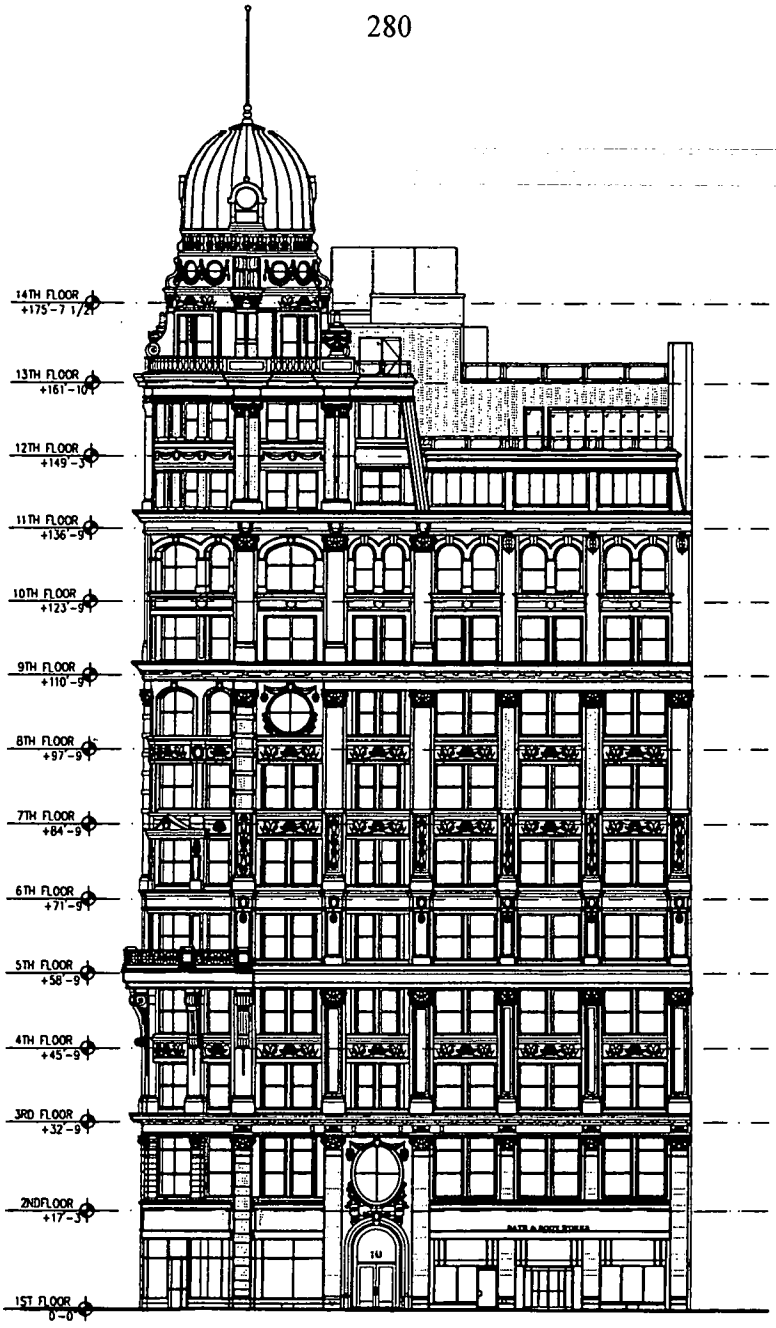
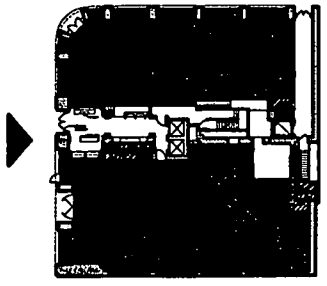


WEST ELEVATION



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02-28-07

EXHIBIT "6"

CONDOMINIUM DECLARATION

DOCUMENT 6

RESIDENTIAL CONVERSION RESTATED
DECLARATION OF CONDOMINIUM
Establishing a Plan for Condominium Ownership
of the Premises known as and by the street number
141 FIFTH AVENUE
(a/k/a 141-147 Fifth Avenue and 2-8 East 21st Street)
New York, New York 10010
Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name of Condominium:	**141 Fifth Avenue Condominium**
Declarant:	**141 Acquisition Associates and** **141 Fifth Avenue LLC**
Declarant's Address:	**141 ACQUISITION ASSOCIATES** **c/o Savanna Partners** **10 East 53rd Street** **New York, New York 10022** **141 FIFTH AVENUE LLC** **c/o Wharton Realty** **20 East 46th Street** **New York, New York 10017**
Date of Declaration:	**_____ ____, 2007**
Location of Land:	**The Land affected by the within instrument** **lies in Section 3, Block 849 on the** **Tax Map of the Real Property** **Assessment Department of** **The City of New York, Borough of Manhattan,** **County and State of New York** **in Lots: F/K/A Lots 1401 through 1403,** **N/K/A Lots ____ to ____**

RECORD AND RETURN TO
Wolf Haldenstein Adler Freeman & Herz LLP
270 Madison Avenue
New York, New York 10016
Attention: Jeffrey M. Schwartz, Esq.

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427942

RESIDENTIAL CONVERSION RESTATED DECLARATION OF CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

141 Acquisition Associates LLC, having a business address (and address for notification) at c/o Savanna Partners, 10 East 53rd Street, New York, New York 10022 and 141 Fifth Avenue LLC, having a business address (and address for notices) at c/o Wharton Realty, 20 East 46th Street, New York, New York 10017 (hereinafter together collectively referred to as "**Declarant**" or "**Declarants**" and each individually as "**Residential Declarant**" as to 141 Acquisition Associates LLC and "**Commercial Declarant**" as to 141 Fifth Avenue LLC, respectively), do hereby declare, reserve, and grant as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Glossary

The words frequently used in this Residential Conversion Restated Declaration (whether uppercase or lowercase) (hereafter, "**Declaration**") are defined in EXHIBIT C: Glossary to this Declaration and apply wherever these words appear in this Declaration or the EXHIBITS to this Declaration (that is, EXHIBIT A: Description of the Land; EXHIBIT B: Description of the Units; EXHIBIT D: By-Laws and Rules and Regulations appended to the By-Laws; EXHIBIT E: Unit Owner's Power of Attorney; EXHIBIT F: Guidelines for Budget of General Operation ("**Budget Guidelines**"); and EXHIBIT G: Diagrams of Rooms and Areas of Common Elements; EXHIBIT H: Sample Budget of Residential and Commercial Operation; EXHIBIT I: Unanimous Consent Events), regardless of whether such words are expressly stated to be defined in said EXHIBIT C, unless the context in which such words are used shall otherwise require. Any elevator numbers, elevator shaft numbers, elevator machine room numbers, shaft numbers, egress or exit stair numbers and other room numbers or designations correspond to those set forth on the Floor Plans.

Section 1.2 General

The meanings stated for the words within quotation marks in any provision of this Declaration or the EXHIBITS to this Declaration (including EXHIBIT C: Glossary), whether initial uppercase or lowercase, apply wherever these words appear in this Declaration or such EXHIBITS, unless the context in which they are used shall otherwise require. All references in this Declaration, the By-Laws, and the Rules and Regulations to: (a) Declarant (being 141 Acquisition Associates LLC and 141 Fifth Avenue LLC) or Sponsor (being 141 Acquisition Associates LLC) shall mean and include the following with respect to each Unit owned by it: (a-1) an Unsold Unit Owner; (a-2) an Involuntary Transferee of Residential Declarant, Commercial Declarant or an Unsold Unit Owner; and (a-3) a Successor in Interest to Residential Declarant, Commercial Declarant or an Unsold Unit Owner or an Involuntary Transferee; or (b) a Unit Owner shall mean the Person who owns a Unit at the time in question, but only while such Person owns the Unit.

Section 1.3 Condominium and Condominium Association

The term "**Condominium**" means the Property submitted to the provisions of the Condominium Act (Article 9-B of the Real Property Law of the State of New York). The term "**Condominium Association**" or "**Association**" refers to the unincorporated association of Unit Owners. The membership of the Association at all times shall consist exclusively of all the Unit Owners or, following the withdrawal or termination of the Condominium, all former Unit Owners entitled to share the net proceeds of any partition sale or award in a Taking by a Governmental Authority in condemnation or by eminent domain, as applicable.

ARTICLE 2

SUBMISSION OF THE PROPERTY

Section 2.1 Submission

The Land which is the subject of this Declaration is identified on the first (cover) page of this Declaration and is more particularly identified in EXHIBIT A hereto. The Land together with the Building and other improvements erected on and under the Land known as and by the street address 141 Fifth Avenue (a/k/a 141-147 Fifth Avenue and 2-8 East 21st Street), in the Borough of Manhattan, in the City, County and State of New York are hereafter collectively called the "**Property**". **Declarant** hereby submits the Property to the provisions of Article 9-B of the Real Property Law of the State of New York (a/k/a Condominium Act) and, pursuant thereto, does hereby establish a regime for condominium ownership of the Property as more particularly set forth herein and in the By-Laws. The Property being submitted hereby to condominium ownership also includes all easements, rights and appurtenances belonging thereto, and all other property (real, personal or mixed) used or intended for use in connection with the Land or Building.

Section 2.2 Filing

(a) **Residential Declarant** shall, at its sole Cost and Expense and with reasonable promptness following the recording hereof, file this Declaration with the Department of State of the State of New York in accordance with Section 339-s of the Condominium Act and the rules, regulations or requirements of said Department of State.

(b) The **Declarant** previously filed a Declaration of Condominium dated as of August 10, 2006 and recorded in the New York County Register's Office on October 26, 2006 at CRFN 2006000600640 (the "**Original Declaration**"). The **Original Declaration** created a three unit Condominium at the Building consisting of a Retail Unit (located in a portion of the Cellar and on the first floor), Office Unit 2 (located on the Second Floor) and Office Unit 1 (located on floors 3 – Roof). The Retail Unit and Office Unit 2 were conveyed by the **Declarant** to 141 Fifth Avenue LLC ("141 LLC") (the Commercial Declarant hereunder) by deed dated _____ and recorded in the New York County Register's Office on _____ at CRFN _____. Office Unit 1 was conveyed by the Declarant to 141 Acquisition Associates LLC (referred to herein as the "**Sponsor**" or "**Residential Declarant**") by deed dated _____ and recorded in the New York County Register's Office on _____ at CRFN _____. The Retail Unit and the Unit known as Office Unit 2 in the Original Declaration are referred to herein as the "**Retail Unit**" and "**Office Unit**" respectively and

collectively as the "**Commercial Units**." The Unit known in the Original Declaration as Office Unit 1 is now being subdivided and re-designated as the Residential Units.

ARTICLE 3

NAME OF CONDOMINIUM

Section 3.1 **Name**

The Condominium shall be known as 141 Fifth Avenue Condominium and shall not be changed or modified without the prior written consent or approval of Declarants while Sponsor or Commercial Declarant owns any Unsold Unit or Commercial Unit, respectively.

Section 3.2 **Use by Unit Owners and Others**

Each of the Declarants hereby reserves for itself as to any Unit owned by such Declarant and grants to each Owner of a Unit (including an Unsold Unit and a Commercial Unit) and to those tenants and occupants of each such Unit who are so expressly authorized in writing by its Owner (including each Declarant or an Unsold Unit Owner or a Commercial Unit Owner), the right, Freely and Without Consent, Payment or Restriction, to use the name of the Condominium in connection with the Use and Enjoyment of their respective Units.

Section 3.3 **Disputes**

Any dispute under this Article 3 or any other Article hereunder shall be resolved by arbitration pursuant to Article 19 of the By-Laws. Until the dispute is resolved by arbitration (beyond all appellate review) or mutual agreement, the status quo ante shall be maintained.

ARTICLE 4

THE LAND

Section 4.1 **Location**

The Land is located in the Borough of Manhattan in the City, County and State of New York and is more particularly described in EXHIBIT A annexed hereto and the air space thereon.

Section 4.2 **Area**

The Land is owned in common by Declarant. The land has an area of approximately 8,460 square feet.

ARTICLE 5

THE BUILDING

Section 5.1 Location

The Building is located on the Land, which lies in Section 3, Block 849, in Lot F/K/A Lots 1401 through 1403 and N/K/A Lots 1402 (Office Unit) and 1403 (Retail Unit) and ____ to ____ (the Residential Units) on the Tax Map of the Real Property Assessment Department of the City, State and County of New York.

Section 5.2 Building and Floors

The Building is located on the Land and contains a cellar level, twelve floors above the cellar, a penthouse (corresponding to the Cupola/Upper Roof level) and upper penthouse level (corresponding to the Cupola/Mezzanine level), a Cupola Roof and a bulkhead enclosing egress stairs and elevator Equipment. Construction levels from the cellar level will be numbered and referred to in the Condominium Documents, unless the context otherwise requires, as cellar and floors 1 (ground or lobby) to 12 and the penthouse and upper penthouse levels.

Section 5.3 Units and Common Elements

The Building will contain one Retail Unit, one Office Unit and thirty-eight Residential Units and most of the Common Elements. Those Common Elements not in or on the Building include portions of the Land and the improvements thereon apart from: (a) the portions of the air space comprising the Land that are occupied by the Units, which are included in and part of the Units, (b) any unimproved air space, which will be deemed to be part of the General Common Elements.

Section 5.4 Intentionally Deleted

Section 5.5 Construction Materials

The Building construction is classified as Class 1, non-fireproof. The superstructure of the existing building is a steel frame with a plywood sub-floor that is supported on sleepers with a cinder infill over terra-cotta flat arch structure. The flat arch structure spans between steel beams that are being supported by steel girders. The steel girders frame into cast iron columns in the south building and steel columns in the north building. The one story addition which will form part of the penthouse will be lightweight concrete on metal deck supported by steel beams and girders. Steel columns will support steel beams.

The façade of the building is faced in limestone, brick and terra cotta masonry. The building is composed of five (5) bays on both the Fifth Avenue and West Twenty-First Street elevation. The two story limestone base and eight story shaft are characterized by brick masonry and highly ornamental terra cotta cornices marking the fourth and eighth stories of the shaft and sheet metal cornices marking the tenth and twelfth stories.

The north and west façade have wood double hung windows with insulated glass from the third floor up. The south façade has lot line windows which will be aluminum double hung with insulated glass from the seventh floor up. The east façade has new aluminum casement and fixed windows from the seventh floor up. The addition which will form part of the penthouse will have new wood double hung windows with insulated glass.

The existing parapets are masonry and the new parapets will be light guage steel framing faced with an interior face of EIFS and metal coping.

The building's entrance will be a single wood and glass door.

The roof will be a new two-ply modified bitumen type with new three inch minimum polyisocyanurate insulation. The flashing will be metal.

ARTICLE 6

THE UNITS

Section 6.1 Unit Designations

Section 6.1.1 Units The 40 Units are designated as follows: 38 Units are designated Residential Units; 1 Unit is designated Retail Unit; and 1 Unit is designated Office Unit. The Retail and Office Units are collectively called "**Commercial Units**" or individually, "**Commercial Unit**" in this Declaration and the By-Laws.

Section 6.1.2 Retail Conversion of Office Unit The respective Owners of the Retail Unit and Office Unit shall have the right, but shall not be obligated, to amend and restate this Declaration to combine the Retail Unit and Office Unit into one combined Retail Unit for permitted retail use in accordance with Article 13 below.

Section 6.2 Location

The Residential Units are located on portions of floors 3 through the Penthouse. There will be Storage Bins (available by license agreement) located in a portion of the vault area in the cellar level, such Storage Bins being Residential Common Elements. The Retail Unit is located on portions of the ground level floor and cellar level. The Office Unit is located on portions of the second floor.

Section 6.3 Unit Information

EXHIBIT B annexed hereto sets forth the following data with respect to each Unit necessary for its proper identification: (a) its Unit designation; (b) its tax lot number; (c) its approximate location in the Building; (d) its approximate floor area and appurtenant Balcony or Terrace (if any); (e) (in the case of Residential Units) the number of rooms and baths; (f) its approximate height; (g) the portions of the Common Elements to which the Unit has immediate access; and (h) its appurtenant Common Interest.

Section 6.4 Floor Plans and Diagrams

A more precise location of each Unit within the Building is shown on the Floor Plans of the Condominium. The Diagrams of Rooms and Areas of Common Elements (EXHIBIT G hereto) also show the location of Units on each floor.

Section 6.5 Borders

The indoor area of each Unit consists of the area bordered by the Building's façade or exterior

walls ("Building Walls"), the interior boundary walls or partitions separating a Unit from another Unit or a portion of the Common Elements ("Party Walls"), and the structural concrete floors and ceilings (or other construction material) that enclose the Unit (hereafter, "Base Floors" and "Base Ceilings", respectively). The term "Building Walls" also includes all heads, jambs and exterior sills. The term "Base Floors" also includes any subflooring, but excludes any wood flooring, tiles, carpeting or other flooring material thereover within a Unit, which are part of the Unit. The Building Walls, Party Walls, Base Floors and Base Ceilings are part of the Residential Common Elements and not part of a Unit, except that the portions of the Building Walls that enclose a Commercial Unit to a horizontal plane immediately below and extending along the windows or window sills of floor 3, and the half portion of a Party Wall, Base Floor or Base Ceiling that encloses and is nearest to a Commercial Unit, a General Common Element or a Residential/Office Common Element, are part of such Commercial Unit, General Common Element or Residential/Office Common Element, respectively. The Storefronts (including Storefront Windows and Unit entrance) of the Retail Unit are also part of the Retail Unit. The half-portion of a Perimeter Base Ceiling or Perimeter Base Floor nearest to a Unit is part of such Unit. The half-portion of a Perimeter Base Ceiling or Perimeter Base Floor nearest to a General Common Element, a Commercial Common Element or a Residential/Office Common Element is part of the General Common Elements, Commercial Common Elements (if established) or Residential/Office Common Elements, respectively. The term "Party Wall" also includes a wall separating a General Common Element from an Commercial Common Element (if established) or a Residential/Office Common Element. The half-portion of such Party Wall nearest to a General Common Element, Commercial Common Element (if established) or a Residential/Office Common Element is part of the General Common Elements or Commercial Common Elements (if established) or Residential/Office Common Elements, respectively. All other structural floors and ceilings separating the floors and ceilings within a Unit are part of such Unit.

Section 6.6 Floor Area

The square foot area of the Units set forth in the floor plans, Schedule A to the Offering Plan and EXHIBIT B to the Declaration, are approximate within reasonable tolerances. Measured horizontally, the Residential Units were measured from the exterior side of the exterior walls (perimeter columns and mechanical pipes/ducts/shafts are not deducted) to the midpoint of the interior walls and partitions separating one Residential Unit from another Residential Unit, or separating a Residential Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Residential Limited Common Elements. Any Common Elements located within a Residential Unit shall not be considered a part of such Residential Unit.

Section 6.7 Included Areas

The floor area occupied by any Common Elements within a Unit (such as Building Walls, vents, chase walls or areas, conduits, shafts, pipes and any Structural Components) have been included in the computation of the floor area of the Unit, which is one of the factors used to determine the Common Interest appurtenant to such Unit, but such Common Elements are not part of the Unit. In addition, the Balcony or Terrace appurtenant to a specified Residential Unit is part of such Unit and a portion of the approximate floor area of such Balcony or Terrace (relative to its value and the value of the indoor floor area of said Unit) has been included in the computation of such Unit's floor area and as one of the factors used to determine the Common Interest of such Unit.

Section 6.8 Height

Measured vertically, each Residential Unit will consist of the volume from the top of the concrete on metal deck floor slap or gypsum self-leveling compound below the finished flooring and sub-floor materials to the underside of the metal deck under the concrete slab or wood sub-floor under the gypsum self-leveling compound above. The clearance between the top of the concrete on metal deck floor slab or gypsum self-leveling compound and the bottom of the finished ceiling in the Residential Units is indicated on the floor plans, but certain Residential Units and the areas within other Residential Units may have clearances of less than indicated on the floor plans to accommodate facilities located above the same or otherwise to accommodate field conditions during the course of construction.

Section 6.9 Items Included in Unit

The following items are part of, and for the exclusive use of, each Unit or (where applicable or indicated) only a Residential or Commercial Unit and the property of the Unit Owner, whether existing at the date of recording this Declaration or the date of conveyance of the Unit by Declarant (and replacements thereof), regardless of their location in the Unit or elsewhere on, under or adjacent to the Building:

(a) Entrance: the Unit entrance, including the doors leading to a Common Element or a Balcony or Terrace or the street (together with their frames, hinges, knobs, locks and saddles), are part of each Residential and Commercial Unit;

(b) Balcony or Terrace : the Balcony or Terrace appurtenant to a specified Residential Unit is (are) part of such Unit (the Balcony is the liquid applied epoxy-based topping or other top surface of the reinforced concrete slab comprising one of the structural components of the Balcony Structures, but does not include the Balcony Structures, which are part of the Residential Common Elements; the Terrace is the pavers or other construction material on top of the Roof, but does not include the Roof or the Roof Structures supporting, in and enclosing the Terrace, which are part of the Residential Common Elements);

(c) Windows and Interior Sills: all windows including the exterior portions thereof, the portion of the glass curtain wall windows between a Unit and its Terrace or Balcony (if any) and interior window sills (including their frames, glass, panes, latches and mechanisms) of a Unit and all window shades, blinds and all other treatments thereon, are part of each Residential Unit;

(d) Decorations: all Decorations of the interior of a Unit are part of such Unit;

(e) Commercial Unit: each Commercial Unit includes the following (if and where applicable): in the case of the Retail Unit: all Storefronts (which include Storefront Windows) of the Retail Unit; in the case of both Commercial Units: the portion of the Building Walls enclosing a Commercial Unit, excluding foundation walls (which are part of the General Common Elements) from ground level to a horizontal plane immediately

below and extending along the floor 3 Unit windows or (if applicable) exterior window sills; any and all gates, security alarm and other devices protecting the Retail Unit's Storefronts and a Commercial Unit's street entrance, and any awnings, canopies and Signs immediately above or abutting the Storefronts or Unit entrance; and the half portion of the Party Walls, Base Floors and Base Ceilings enclosing and nearest to a Commercial Unit;

(f) Kitchen: all Unit kitchen Installations, including sink, plumbing fixtures, cabinets and countertops, are part of each Residential and (if applicable) Commercial Unit;

(g) Bathrooms: all Unit bathroom Installations, including sink, plumbing fixtures, cabinet, commode and bathtub and/or shower, are part of each Residential and (to the extent applicable) Commercial Unit;

(h) Appliances: all Unit appliances, including cooktop, wall oven, microwave oven, dishwasher, clothes washer and dryer, refrigerator/freezer, and individual heat pump units and related Installations are all part of each Residential and (to the extent applicable) Commercial Unit;

(i) Interior Doors and Walls: all doors (including their frames, saddles and hardware) and walls and partitions within a Unit are part of each Residential and Commercial Unit;

(j) Finishes and Coverings: all finishes and coverings (if any) of the Unit's walls, Base Floors and Base Ceilings are part of each Residential and Commercial Unit, including (if and as applicable): (j-1) (as to walls and Base Ceilings) plaster or compound, paint, wallpaper, wood panels, fabric and other finishes and coverings, as well as baseboards and moldings; and (j-2) (as to Base Floors) carpet, wood, marble, granite, stone, vinyl, ceramic and other tile material and all other floor coverings;

(k) Independent Systems: the following independent or individual Systems are part of each Unit, if and where applicable (whether exposed or concealed behind walls or partitions): all individual electric, gas, heating, ventilation, air conditioning, hot water, intercom, lighting, sprinkler, plumbing, mechanical and any and all other independent Systems, or the portions of any HVAC/Mechanical/Utility Building Systems that serve only the Unit, whether exposed or concealed behind walls or partitions, or located elsewhere in or on the Building, including (if and as applicable): (k-1) individual electric meter serving only the Unit; (k-2) individual lighting and electrical fixtures, including wires, outlets and panel and circuit breakers and/or fuses and related electrical Installations; (k-3) individual pipes, valves, faucets, spouts and related plumbing fixtures and Installations, (k-4) individual sprinkler heads, distribution pipes and related sprinkler Installations; (k-5) individual ducts, exhaust fans and other related ventilation Installations serving exclusively the Unit; (k-6) individual telephone, cable television and intercom Installations, including all lines, wires, jacks, outlets and related Equipment serving exclusively the Unit; (k-7) individual smoke and carbon monoxide detectors serving exclusively the Unit; (k-8) individual fan coil units and thermostats; and (k-9) if any, the fireplace flues, chimneys and related Equipment and Installations exclusively serving each Unit, but any meters (including for electric, gas or water), risers, distribution lines,

ducts, conduits, pipes or wires, or other Installations, or portions of a System, that serve more than one (1) Unit or any portion of the Common Elements are part of the Common Elements and not part of a Unit;

(l) Vaults: the license or right to use the Residential Vaults below the sidewalk in the Cellar level are Residential Common Elements; and the license or right to use the Retail Vaults below the sidewalk on cellar level are part of the Retail Unit;

(m) General: all other Equipment and Installations that now exist or are hereafter installed for the exclusive use, service or benefit of a Unit are included in, and part of, the Unit, unless expressly stated herein to be part of the Common Elements, including: (m-1) Decorations of any kind whatsoever (including furniture, furnishings and household items); and (m-2) business and trade fixtures; and

(n) Land: the portions of the air space comprising the Land occupied by each Unit are part of, and included in, such Unit (all other portions of the Land, excluding Residential Common and Limited Common Elements are part of the General Common Elements).

Section 6.10 Commercial Equipment

The Equipment and Installations (wherever located) that serve or benefit exclusively a Commercial Unit ("**Commercial Equipment**") and none of the Residential Units or the Common Elements, are part of such Commercial Unit and include the components of all Systems internal to a Commercial Unit and the portions of all Building-wide Systems that serve exclusively a Commercial Unit.

Section 6.11 Residential Equipment

The Equipment and Installations (wherever located) that serve or benefit more than one (1) Residential Unit or the Residential Common Elements or Residential Limited Common Elements, but do not serve or benefit any portion of the Commercial Units or the General Common Elements, are part of the Residential Common Elements and include the components of all Systems that serve exclusively more than one (1) Residential Unit or the Residential Common Elements or Residential Limited Common Elements (all such Equipment and Installations being herein called collectively the "**Residential Equipment**"). The individual Systems, or portions of Building-wide Systems, that serve only one (1) Residential Unit are part of such Unit.

Section 6.12 Attachment to Perimeters

All Equipment and Installations now or hereafter installed in a Unit may be secured to the perimeter Party Walls, Base Floors and Base Ceilings enclosing such Unit, or the Base Floors or Base Ceilings within the Commercial Unit, by nails, screws, bolts or other devices, provided: (a) the structural integrity of the Unit or another Unit or the Building is not impaired or compromised; (b) any visible, rentable or commercially useable or habitable space of another Unit is not penetrated; and (c) the applicable Work Requirements set forth in Section 15.2 below and the requirements of the By-Laws are followed (if and to the extent applicable).

Section 6.13 Unit Ownership

Identity of Unit Owners. In accordance with a certain Tenancy in Common Agreement, dated August 2005, between the Declarants: (a) 141 Acquisition Associates LLC is, and is hereby declared as, the Owner of the Residential Units in fee simple absolute together with its proportionate, undivided 83.923% interest in fee simple absolute in the Common Elements; and (b) 141 Fifth Avenue LLC is, and is hereby declared as, the Owner of the Commercial Units in fee simple absolute together with its proportionate, undivided aggregate 16.077% (8.053% as to the Retail Unit and 8.024% as to the Office Unit) interest in fee simple absolute in the Common Elements. The Residential Declarant and Commercial Declarant each agree to execute a "confirmatory deed" reflecting the unit ownership described in this Section 6.13 at the request of either Declarant.

ARTICLE 7

THE COMMON ELEMENTS AND ASSOCIATION'S PROPERTIES

Section 7.1 Common Elements

The portions of the Property for the common use, service or benefit of two (2) or more Units are called the "**Common Elements**" and generally consist of the following: (a) the portions of the Land occupied by the Common Elements are part of the Common Elements; and (b) all spaces or areas of the Property, and the Equipment and Installations in, on, above, under or adjacent thereto, which serve or benefit two (2) or more Units or the Common Elements or necessary or convenient to their existence, Maintenance and safety, or normally in common use, unless expressly stated to be part of a Unit. The Unit Owners own, in common, a proportionate undivided interest in the Common Elements in fee simple absolute ("**Common Interest**").
Those Common Elements that are for the use, service and benefit in common by all Units are herein called the **"General Common Elements"** (see Section 7.2 below for a list thereof).
Those Common Elements that are limited or restricted completely or primarily for the exclusive or substantially exclusive use, service and/or benefit in common by only the Residential Units are herein called the "**Residential Common Elements**" (see Section 7.3 below for a list thereof).

Those Common Elements that serve or benefit, directly or indirectly, both the Residential Units and the Office Unit are herein called "**Residential/Office Common Elements**".

Those Common Elements that (if established from portions of the Residential Common Elements) are limited or restricted completely or primarily to the use, service and benefit by two (2) or more (but not all) specified Residential Units to the exclusion or substantial exclusion of all other Units are herein called the **"Limited Common Elements"** or **"Residential Limited Common Elements"**.

Those Common Elements that (if established from portions of a Commercial Unit following its subdivision into two or more Commercial Units) will be limited or restricted completely or primarily for the exclusive or substantially exclusive use, service and/or benefit in common by only such Commercial Units are herein called the "**Commercial Common Elements**". The Commercial Common Elements also include any Equipment Installations that now or hereafter serve both Commercial Units.

A Common Element that (if established) will be limited or restricted completely or primarily for the exclusive or substantially exclusive use, service and/or benefit by a specified Unit is herein called an "**Individual Limited Common Element**" and, if such Unit is a Residential Unit or the Commercial Unit, same is herein called an "**Individual Residential Limited Common Element**" or an "**Individual Commercial Limited Common Element**", respectively.

However, such exclusive or substantially exclusive use of all such Residential Common Elements, Residential Limited Common Elements, Limited Common Elements, Residential/Office Common Elements, Commercial Common Elements (if established), or Individual Limited Common Elements, and the common use of the General Common Elements, are subject and subordinate to: (a) compliance with this Declaration and the By-Laws, (b) the exclusive right of the Condominium Board to determine the use and Disposition of the Common Elements and to establish new and additional Rules and Regulations and to amend the Rules and Regulations from time to time governing the use and Disposition of the Common Elements by the applicable Owners and Permitted Tenants/Occupants/Invitees of Sold Units, but not governing the use and Disposition thereof by Unsold Units or the Commercial Units (the initial Rules and Regulations are attached to, and part of, the By-Laws); and (c) certain restrictions, as well as certain rights and easements reserved to Sponsor and granted to the Condominium Board, Unsold Unit Owners and the Commercial Unit Owners, and their respective Permitted Tenants/Occupants/ Invitees, and other Persons, all as and to the extent set forth elsewhere in this Declaration, the By-Laws, the Plan and the Condominium Act. These rights and easements in favor of Sponsor and the Commercial Unit Owners include in particular (but are not limited to) the following:

(a) a right and easement to use non-public portions of the Residential Common Elements and General Common Elements (including the rooms in the cellars and the mechanical equipment bulkheads on the Cupola/Mezzanine level housing the Building service equipment, the chase walls, the shafts, the conduits, the ducts, the Cupola/Mezzanine level and its appurtenant Roof Structures, the egress stairs, and the bulkhead enclosing the elevator equipment and egress stairs) for the following purposes: (a-1) to house Commercial Equipment and related Installations now or hereafter serving the Commercial Units wherever located, including all replacements of existing Commercial Equipment and Installations and additions thereto; and (a-2) to erect and install new Equipment (including Communications Equipment and Other Installations), all as provided more fully in Articles 10, 11 and 12 below; and

(b) a right and easement of access to, from, through, across and on portions of the Residential Common Elements and the General Common Elements (including the 141 Fifth Avenue Public Areas, the elevators, and service entrance, the public corridors on the cellars and floors 2 to Penthouse, the egress stairs, all roofs above floor 11 and other public or common areas) in order to Maintain, Repair, Alter and otherwise Operate said Commercial Equipment and Installations (and all such replacements thereof and additions thereto); and

(c) a non-exclusive easement and right granted to the Retail Unit Owner to use two specified portions of the Cupola/Mezzanine level ("**Reserved Roof Areas**"), each area comprising approximately 36 square feet with an open air space above as shown on the

Floor Plans and the diagrams of the Cupola/Mezzanine Level contained in EXHIBIT G hereto (which are reserved for future installation of Communications Equipment and Related Installations serving the Owner or tenants of the Retail Unit as provided in Section 12.9.1 below), but subject to the right of the Condominium Board to relocate such Equipment and related Installations on the terms and conditions contained in Section 12.9.2 below); and subject still further to the rights and easements of access for ingress and egress to, from, on, through and across the Cupola/Upper Roof and the Cupola/Mezzanine level in favor of the Condominium Board and the Owner of the Retail Unit or the Combined Retail Unit (as applicable), and their respective Agents, Employees and Contractors, with respect to said portions of the Cupola/Upper Roof and the Cupola/Mezzanine level occupied by said portions of the General Common Elements and the Reserved Roof Areas as provided in Article 12 below, including an easement to use any and all elevators and egress stairs to access said Reserved Roof Areas.

The Sponsor and the Commercial Unit Owners may exercise all of the foregoing rights and easements Freely and Without Consent, Payment or Restriction, other than the requirement to comply with the Installation Requirements set forth in Section 10.4 below and the applicable Work Requirements set forth in Section 15.2 below.

Section 7.2 Items of General Common Elements

Subject and subordinate to a Description Change of Units (as provided in Section 13.1 below), the General Common Elements consist of all portions of the Property designated on the Floor Plans and EXHIBIT G to this Declaration as General Common Elements and include the following areas, Equipment, Installations and Systems now existing or hereafter installed (including replacements thereof), whether or not so designated on the Floor Plans or said EXHIBIT G, and regardless of their location in, bordering or adjacent to a Unit:

(a) The Land: portions of the Land together with both the improved and unimproved air space occupied by the areas and equipment comprising the General Common Elements, other than portions of air space comprising part of Land occupied by the Units and Residential Common Elements, which are included in and part of the Units and Residential Common Elements, respectively;

(b) Certain Structural Components (if and to the extent existing): the foundation, the foundation walls, the footings, the pilings, the structural columns, beams, supports, girders and similar structural members, but exclude those structural members expressly included in the Residential Common Elements;

(c) Cellar: the corridors throughout the cellar, egress stair C, the rest rooms, the elevator machine room serving service elevator number 1, service elevator number 1 shaft and the pit, buffers and the right or license to use a General Vault (i.e. not one designated solely for retail or residential use);

(d) Floor 1: the East 21st Street service entrance, corridor and service elevator number 1 shaft, the landing of egress stair C;

(e) Walls, Floors and Ceilings: (i) the walls enclosing or within the rooms or areas comprising the General Common Elements, but exclude the half portion of a Party Wall

that also encloses and is nearest to a Residential Common Element or a Unit (which half portion is part of the Residential Common Elements or such Unit, respectively); and (ii) the Base Floors and Base Ceilings enclosing the General Common Elements, but exclude the half portion of a Base Floor or Base Ceiling that also encloses and is nearest to a Residential Common Element or a Unit, which half portion is part of the Residential Common Elements or such Unit, respectively);

(f) Equipment, Installations and Systems: (i) the lighting and ventilation systems, doors (including their frames and hardware) and signage serving the rooms, areas and egress stairs included in the General Common Elements; (ii) the main feeder lines for utilities serving all or a portion of both the Retail Unit or the Office Unit or the Residential/Office Common Elements and the Residential Units or the Residential Common Elements (e.g., if and only to the extent applicable, water, gas, electric, sewer, storm, drainage and telephone); (iii) the sprinkler alarm System; (iv) the portions of the sprinkler system (e.g., if and to the extent applicable, sprinkler and drain risers, sectional valves, tamper switches, water flow alarms, drain/test connections and sprinkler heads) serving the General Common Elements or all or a portion of the Retail Unit, the Office Unit or the Residential/Office Common Elements and the Residential Units or the Residential Common Elements, but exclude the portions of the sprinkler System (e.g., sprinkler heads, branch or distribution piping and risers) that serve exclusively the Residential Common Elements or a Unit, which are part of the Residential Common Elements or such Unit, respectively; (v) the siamese connection and the portions of the standpipe System serving the General Common Elements or all or a portion of the Retail Unit, the Office Unit or the Residential/Office Common Elements and the Residential Units or the Residential Common Elements, but exclude those portions of the standpipe system (e.g., hoses, nozzles, racks and risers) that serve exclusively the Retail Unit or the Office Unit or the Residential/Office Common Elements or the Residential Common Elements, which are part of the Retail Unit, the Office Unit or the Residential/Office Common Elements or Residential Common Elements, respectively; (vi) the electric switch gear Equipment (if any) serving all or a portion of the Retail Unit, the Office Unit or the Residential/Office Common Elements and the Residential Units or the Residential Common Elements and the electric meter serving the General and Residential/Office Common Elements; (vii) the ground water pumps serving the General Common Elements, if any; (viii) the service elevator number 2; (ix) INTENTIONALLY DELETED; (x) all tanks servicing the General Common Elements and the Residential and Commercial Units, and (xi) generally, the portions of any HVAC Equipment and any other utility Equipment and Installations that serve the General Common Elements or all or a portion of both the Retail Unit or the Residential/Office Common Elements and the Residential Units or the Residential Common Elements, but exclude those portions thereof that serve exclusively the Residential/Office Common Elements, the Residential Common Elements or a Unit, which are part of the Residential/Office Common Elements, the Residential Common Elements or such Unit, respectively;

(g) Shafts, Ducts, Conduits and Chases: (if and to the extent applicable) those shafts, ducts, conduits and chases that house Equipment or installations comprising or serving the General Common Elements or all or a portion of the Retail Unit, the Office Units or the Residential/Office Common Elements and the Residential Units or the Residential Common Elements;

(h) Decorations and Systems: all decorations and systems or portions of systems (including HVAC/Mechanical/Utility Building Systems), wherever located, if and to the extent same serve exclusively or primarily the rooms, areas and Equipment comprising the General Common Elements or all or a portion of the Retail Unit, the Office Unit or the Residential/Office Common Elements and the Residential Units or Residential Common Elements; and

(i) Omnibus: all portions of the Building and its systems in, under, above or adjacent to the Building or the Land (other than those portions expressly stated to be part of a Unit or the Residential Common Elements or the Residential/Office Common Elements) that are either: (i) for the common use, service or benefit of all or a portion of the Retail Unit or the Office Unit and the Residential Units; or (ii) necessary or convenient for the use and enjoyment of the Property as a whole or all or a portion of the Retail Unit, the Office Unit and the Residential Units, and are not expressly stated to be part of a Unit or the Residential Common Elements or Residential/Office Common Elements;

(j) Egress Stair B; and

(k) Mechanical Room on the Cupola/Upper Roof and the portion of the Elevator Machine room servicing Service Elevator 1.

Section 7.3 Items of Residential Common Elements

Subject and subordinate to a Description Change of the Residential Units and Residential Common Elements, the Residential Common Elements consist of all portions of the Property designated on the Floor Plans and EXHIBIT G to this Declaration as Residential Common Elements and include the following areas, Equipment, Installations and Systems now existing or hereafter installed (including replacements thereof), whether or not so designated on the Floor Plans or said EXHIBIT G, and regardless of their location in, bordering or adjacent to a Unit:

(a) Certain Structural Components. The following portions of the Building's Structural Components, among others: (i) those portions of the Building Walls and any shear walls that enclose the Residential Space, but exclude: (a) those portions of the Building Walls (from street level to a horizontal plane immediately below and extending along the floor 2 Unit windows or window sills) that enclose the Retail Unit, which are part of such Unit; (b) the windows of the Office Units (which are part of such Units); (c) the Storefronts of the Retail Unit and the entrances to the Retail Unit (which are part of such Unit) and (d) the foundation, the foundation walls, the footings, the pilings, the structural columns, beams, supports and girders (all of which are part of the General Common Elements); (ii) the Base Floors and Base Ceilings enclosing the Residential Units or Residential Common Elements, but exclude: (a) the half portion of such Base Floor or Base Ceiling that also encloses and is nearest to a General Common Element or a Commercial Unit, which half portion is part of the General Common Elements or such Commercial Unit, respectively; and (b) the paint, plaster, flooring, covering and Decorations on the Unit side of a Base Floor or Base Ceiling, which are part of such Unit;

(b) Party Walls, Base Floors and Base Ceilings: (i) the half portion of a Party Wall

separating a Residential Common Element from a Commercial Unit or General Common Element that is nearest to such Residential Common Element is part of the Residential Common Elements; (ii) the partitions within rooms and areas comprising part of the Residential Common Elements; (iii) the Base Floors and Base Ceilings enclosing the Residential Common Elements, but exclude the half portion of these elements that also enclose and are nearest to a General Common Element or a Commercial Unit (which half portion is part of such General Common Element or Commercial Unit, respectively);

(c) Cellar: portions for exclusive use in common of owners of the Residential Units including, but not limited to, to the extent serving solely the Residential Units or the Residential Common Elements, the passenger elevators and the elevator machine room serving the service elevator, the right or license to use a Residential Vault and/or bicycle storage both designated solely to the Residential Space;

(d) Roof: the Cupola/Upper Roof, Cupola/Mezzanine and the Cupola Roof;

(e) PH: the risers to and from the cooling tower exclusively serving the Residential Units or Residential Space;

(f) PH Mezzanine: equipment servicing only the Residential Units or Residential Space;

(g) Cupola/Upper Roof and Cupola/Mezzanine: equipment servicing only on Residential Units or Residential Space but exclude the Equipment and Installations serving all Units (which are part of the General Common Elements) or only the Retail Unit or Office Unit (which are part of the Retail and Office Unit respectively);

(h) Equipment, Installations and Systems: (i) the portions of the sprinkler and standpipe Systems (e.g., sprinkler and drain risers, sectional valves, tamper switches, water flow alarms, drain/test connections, sprinkler heads, hoses, nozzle, racks and risers) serving exclusively the Residential Common Elements or the Residential Units, but exclude branch and distribution lines and sprinkler heads serving exclusively one (1) such Unit (which are part of such Unit); (ii) generally, all Equipment, Installations and Systems, and the portions of all Building-wide Equipment, Installations and Systems, serving exclusively or primarily the Residential Units, regardless of their location within or bordering a Unit or elsewhere in, on, under or adjacent to the Building, including those portions of the HVAC/Mechanical/Utility Building Systems, public area lighting, egress doors, Signage and other items serving exclusively the Residential Units, but excluding those portions thereof that serve exclusively one (1) Unit (such as bathroom and kitchen fixtures, individual Unit meters or sub-meters (if any), sprinkler heads, branch piping, electric wiring, receptacles and other individual electrical devices and plumbing fixtures exclusively serving one (1) Unit, which are part of such Unit) or are expressly stated to be part of a Unit or the General Common Elements; and (iii) those passenger elevators and their respective shafts, pits, Equipment and related Installations to the extent exclusively serving the Residential Units or the Residential Common Elements;

(i) Shafts, Ducts, Conduits and Chases: those shafts, ducts, conduits and chases that

house only Equipment or Installations comprising the Residential Common Elements or serving only the Residential Space;

(j) Decorations and Systems: all Decorations and those Systems or portions of Systems (including HVAC/Mechanical/Utility Building Systems), wherever located, serving exclusively or primarily the rooms, areas and equipment comprising the Residential Common Elements; and

(k) Omnibus: overall the Residential Common Elements include all other portions of the Building and its Systems in, under, above or adjacent to the Building or Land (other than those expressly stated herein to be part of a Unit, the General Common Elements, the Residential/Office Common Elements, the Residential Limited Common Elements, the Commercial Common Elements, if established) that are either: (k-1) for the exclusive or substantially exclusive use and enjoyment of only the Residential Units; or (k-2) necessary or convenient for the use and enjoyment of only the Residential Space.

Section 7.4 INTENTIONALLY DELETED.

Section 7.5 **Items of Residential/Office Common Elements**

Subject and subordinate to a Description Change of the Residential Units and Residential Common Elements, the Residential/Office Common Elements consist of all portions of the Property designated on the Floor Plans and EXHIBIT G to this Declaration as Residential/Office Common Elements and include the following areas, Equipment, Installations and Systems now existing or hereinafter installed (including replacements thereof) whether or not so designated on the Floor Plans or said EXHIBIT G, and regardless of their location in, bordering or adjacent to a Unit:

(a) Cellar: the elevator machine room serving the two passenger elevators numbered 1 and 2 and egress stairs exclusively serving both the Residential Space and the Office Unit;

(b) First Floor: the 141 Fifth Avenue Building entrance, lobby and lobby desk (collectively "141 Fifth Avenue Public Areas") and the passenger elevator shafts and egress stairs exclusively serving both the Residential Space and the Office Unit;

(c) Floors 2 – Penthouse: the passenger elevator shafts and egress stairs on Floor 2 only;

(d) Cupola/Mezzanine level: the elevator machine room and all equipment servicing both the Residential and Office Units.

Section 7.6 **Association's Properties**

All assets owned, leased, licensed or otherwise held from time to time by the Condominium Board on behalf of the Condominium Association, whether real or personal property, chattel real, intangibles or otherwise, constitute, and are herein called, the **"Association's Properties"**. Those assets of the Association's Properties that will be owned, leased or held by

the Condominium Board on behalf and for the account of only the Residential Unit Owners (e.g., the Units purchased or leased pursuant to the Board's "Right of First Refusal", the monies collected from payments of the Residential Common Charges and payments to the Working Capital Fund, and any interest or investment income earned on all such monies) are herein called the **"Association's Residential Properties"**. Those assets of the Association's Properties that will be owned, leased or held by the Condominium Board on behalf and for the benefit of only the Residential Unit Owners and the Office Unit Owner (e.g., personal property used only in connection with the Operation of the Residential/Office Common Elements, the monies collected from payment of the Residential/Office Common Charges, and any interest or investment income earned on such monies) are herein called the **"Association's Residential/Office Properties"**. All other assets comprising the Association's Properties will be owned, leased or held by the Condominium Board on behalf and for the account of all Unit Owners (e.g., the monies collected from payments of the General Common Charges and any interest or investment income earned thereon) and are herein called the **"Association's General Properties"**. All references herein to the Condominium Board shall include any nominee or designee, incorporated or otherwise, organized by the Board to act on behalf of the Condominium Association. Unless otherwise expressly indicated, the references in this Declaration and the By-Laws to the rights, requirements and obligations with respect to any Disposition of: (a) the Common Elements shall apply to the Association's Properties; (b) the General Common Elements shall apply to the Association's General Properties; (c) the Residential Common Elements shall apply to the Association's Residential Properties; or (d) the Residential/Office Common Elements shall apply to the Association's Residential/Office Properties.

Section 7.7 No Partition

The Common Elements and the Association's Properties shall remain undivided and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof, except as is expressly permitted pursuant to the terms of Article 19 hereof.

Section 7.8 INTENTIONALLY DELETED

Section 7.9 INTENTIONALLY DELETED

Section 7.10 INTENTIONALLY DELETED

Section 7.11 Declaration Governs

In the event of any conflict between the description of the Common Elements set forth above and the Floor Plans or EXHIBIT G hereto, the description set forth in this Declaration shall be paramount, govern and prevail, except the Floor Plans and said EXHIBIT G shall be paramount, govern and prevail with respect to any Common Elements shown thereon and omitted from the description set forth herein.

Section 7.12 Vaults

The licenses or rights granted by The City of New York to use the Vaults adjacent to the Property are included in or part of the following: (a) in the case of the Retail Vaults (below street on the cellar level), such licenses and rights are part of the Retail Unit and for the exclusive use of the Retail Unit Owner; (b) in the case of the General Vault (below the Street on the cellar

level, which houses the electrical meters, gas meters and water service rooms), such license and right is part of the General Common Elements and is to be used by the Condominium Board for the service and benefit of all Unit Owners; (c) in the case of the Residential Vault (below street on the cellar level, which houses the Storage Bins), such license and right is part of the Residential Common Elements and is to be used by the Residential Unit Owners pursuant to such license, if any.

Section 7.13 Principles of Board Governance

Section 7.13.1 The powers of the Condominium Board shall be limited to those specified in this Declaration and By-Laws. All acts of the Condominium Board shall be limited strictly to those expressly stated herein and the By-Laws to be within the scope of its authority. All decisions of the Condominium Board shall be made, and all transactions of the Board shall be conducted, strictly within the scope of the Board's authority, in furtherance of the common ownership of the Common Elements and with due regard to the Declarants' Rights and the Owner's rights of each Unit Owner under this Declaration and the Exhibits annexed hereto (including the By-Laws) as reasonably determined by the Condominium Board on the merits, in good faith and without self-dealing, favoritism, discrimination, arbitrariness, capriciousness or an abuse of discretion ("**Reasonably Determined**" or "**Reasonable Judgment**" or words of similar import).

Section 7.13.2 Agency of Board. Each Commercial Unit Owner has exclusively appointed and designated a Board Member or Board Members to act on its behalf and as its agent. The Board Member appointed and designated by each Commercial Unit Owner, however, serves at the will of such Unit Owner, who is the principal and has the ultimate authority to act in lieu of said Board Member. Accordingly, the Board is to function only as a matter of convenience of the Unit Owners to facilitate the Use and Enjoyment of the Common Elements and the Association's Properties. The Condominium Board shall not have or be regarded as having the equivalent status of a board of directors of a corporation or cooperative housing corporation. Accordingly, the "business judgment rule" articulated in Levandusky v. One Fifth Ave Corp. (75 NY2d 530 [1990]) ("**Levandusky**") shall not apply to the decisions of the Board or the transactions conducted by or on behalf of the Board. Instead, all actions of the Board shall be subject to scrutiny by any court, arbitration panel or other forum having jurisdiction, without any deference given to the Board, which serves in only a representative or agency capacity, and without any weight given to the position taken by the Board in determining the proper and correct outcome of a dispute, which shall be based entirely on the merits of the issues in dispute.

Notwithstanding the above, the business judgment rule enunciated in Levandusky shall apply to actions of the Condominium Board that affect only the Owners of the Residential Units, excluding the Sponsor or its designee as Owner of Unsold Residential Units, and in no way, directly or indirectly, affect the Declarants' Rights hereunder and under the By-Laws.

Section 7.13.3 Decision as to the General Common Elements and the Association's General Properties. Subject and subordinate to the Declarants' Rights and each Commercial Unit Owner's Rights and Sponsor's Rights in the Condominium Documents and the Condominium Act (which are superior and paramount over those granted to the Condominium Board), all actions of the Condominium Board concerning the Use and Enjoyment of the General Common Elements and the Association's General Properties shall be decided in accordance

with the Reasonable Judgment of a majority of those Board Members attending a duly constituted meeting of the Condominium Board, except transactions involving the Unanimous Consent Events set forth on EXHIBIT I to this Declaration shall require the unanimous Reasonable Approval or Consent of all Board Members.

Section 7.13.4 Decision as to the Residential or Commercial Common and Residential or Commercial Limited Common Elements and the Association's Residential or Commercial Properties. Subject and subordinate to the Declarants' Rights and each Commercial Unit Owner's Rights and Sponsor's Rights in the Condominium Documents and the Condominium Act (which are superior and paramount over those granted to the Condominium Board), all actions of the Condominium Board concerning the Use and Enjoyment of the Residential Common Elements or Commercial Common Elements (if established) and the Association's Residential or Commercial Properties shall be decided in accordance with the Reasonable Judgment of a majority of those Board Members attending a duly constituted meeting of Residential or Commercial Board Members, except transactions involving said Unanimous Consent Events shall require the unanimous Reasonable Approval or Consent of all Board Members.

Section 7.13.5 Decision as to the Residential/Office Common and Residential/Office Limited Common Elements and the Association's Residential/Office Properties: Subject and subordinate to the Declarants' Rights and each Commercial Unit Owner's Rights and Sponsor's Rights in the Condominium Documents and the Condominium Act (which are superior and paramount over those granted to the Condominium Board), all actions of the Condominium Board concerning the Use and Enjoyment of the Residential/Office Common Elements and the Association's Residential/Office Properties shall be decided in accordance with the Reasonable Judgment of a majority of those Residential and Office Board Members attending a duly constituted meeting of Residential/Office Board Members, except transactions involving said Unanimous Consent Events shall require the unanimous Reasonable Approval or Consent of all Board Members.

ARTICLE 8

THE COMMON INTERESTS

Section 8.1 Statutory Method Chosen

The Common Interest of each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value 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 339-i(1)(iv) of the Condominium Act.

Section 8.2 Common Interests

The Common Interest of each Unit is set forth on EXHIBIT B hereto and constitutes the proportionate undivided interest of the Owner of such Unit in the Common Elements and the Association's Properties. The Common Interest appurtenant to each Unit cannot be separated

from the Unit. Accordingly, the conveyance, mortgage or similar Disposition of the fee title interest in a Unit shall include and (in the absence thereof) shall be deemed to include, the Unit's Common Interest.

ARTICLE 9

THE COMMON PROFITS AND COMMON EXPENSES

Section 9.1 Special Allocation and Apportionment

Section 9.1.1 Definitions The "**Common Profits**" are the excess of: (a) all receipts of rents, profits and revenues from the Common Elements and the Association's Properties; over (b) the Common Expenses. The "**Common Expenses**" are the Costs and Expenses: (a) to Operate and make any Disposition of the Common Elements and the Association's Properties (including any Unit owned, leased, held or Operated by the Condominium Board or its designee or nominee); (b) to provide services to all or certain Unit Owners; and (c) to conduct the affairs of the Condominium Association or the Residential Space. The Common Expenses consist of the General Common Expenses and the Residential Common Expenses as explained below in this Section 9.1.

Section 9.1.2 Special Allocation and Apportionment Rule Certain of the Common Profits and Common Expenses shall be specially allocated and apportioned by the Condominium Board, in a manner different from "common profits and expenses" in the Condominium Act, to only all Residential Unit Owners or to only the Commercial Unit Owners (as applicable) based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners (collectively, "**Usage**") in accordance with Section 339-m of the Condominium Act (**"Section 339-m"**) and as provided in Part I of the Plan and the First Year's Budget (SCHEDULE B) contained therein, the Budget Guidelines (attached as EXHIBIT F hereto), this Article 9 and the By-Laws. Such special allocation and apportionment of certain Common Profits and Common Expenses based on Usage is herein called the "**Special Allocation and Apportionment Rule**".

Section 9.1.3 General Common Expenses Those Common Expenses relating to the following are herein called the "**General Common Expenses**": (a) the Operation and any other Disposition of the General Common Elements or the Association's General Properties; (b) the general services furnished by the Condominium Board to all or a portion of both the Residential Space and the Commercial Units; and (c) the affairs of the entire Property or the whole Condominium Association, including real estate taxes (until the Units are separately assessed and billed by the taxing authority), the collection of the General Common Charges, and Claims and Lawsuits relating to the non-payment of the General Common Charges, the General Common Expenses, the General Common Elements, the Association's General Properties, or the affairs of the entire Property or the whole Condominium Association (collectively, "**General Legal Matters**"). In accordance with the Special Allocation and Apportionment Rule, the General Common Expenses shall be allocated to all Residential Unit Owners and the amount thereof allocated to the Commercial Unit Owners shall in all cases be limited and restricted strictly to only those portions of the General Common Expenses that are fairly and properly attributable to the Commercial Unit Owners based strictly upon (and restricted to the extent only of): (a) those General Common Elements that actually serve or are actually utilized by the

Commercial Unit Owners; (b) those services that are actually furnished by the Board to the Commercial Unit Owners; and (c) those items of General Common Expenses relating to the affairs of the entire Property or the whole Condominium Association that are allocated to all Unit Owners as set forth in Part I of the Plan and the First Year's Budget (SCHEDULE B) contained therein and the Budget Guidelines as indicated in EXHIBIT F, namely: insurance, management, legal (excluding "Residential Legal Matters", as defined in Section 9.1.3(i) below), audit and certain administrative and other miscellaneous General Common Expenses.

The General Common Expenses allocated to all Units are generally apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount of a projected General Common Expense item fairly and properly attributable to the Commercial Units or to the Residential Space would otherwise require, in which case such fair and proper apportionment shall be used. Pursuant thereto, the General Common Expenses set forth below will be apportioned and assessed to the Commercial Units based strictly on the amount fairly and properly attributable to the Commercial Units as determined in accordance with the following, and shall not be based on the Common Interest of the Commercial Unit (these General Common Expenses are herein called collectively the "**Specially Apportioned General Common Expenses**"):

(a) Labor: The Building Staff (the "Residential Staff") hired by the Owners of the Residential Units shall provide labor services with respect to the General Common Elements and the Sidewalk Cleaning Obligations. The actual hourly cost or fraction thereof of only the employees of the Residential Staff to provide services to the General Common Elements and to perform Sidewalk Cleaning Obligations based on the actual wages and related benefits and labor costs (exclusive of office overhead) of said employee, shall be included in the General Common Expenses and charged to all Unit Owners Pro Rata to their respective Common Interests.

(b) Repairs, Maintenance and Supplies: The projected costs of repairs, maintenance and supplies with respect to the General Common Elements shall be shared by all Unit Owners in accordance with their respective Common Interests.

(c) Service Contracts: The projected costs of service contracts with respect to only the General Common Elements shall be shared by all Unit Owners in accordance with their respective Common Interests.

(d) Gas: Gas service is provided to the Residential Units for cooking, the Residential Space for HVAC and hot water, and to the Residential Common Elements for heat. (Gas service to the Commercial Units is separately metered and paid directly by the Commercial Units to the utility provider.) The estimated costs of such gas service shall be specially allocated, assessed and apportioned as follows based on a gas consumption or Usage survey made by a qualified, licensed mechanical or consulting engineer, the then applicable gas rate of the utility provider (plus an estimated inflation factor, if considered appropriate) and applicable taxes, in accordance with the Special Allocation and Apportionment Rule and Section 339-m: (a) the estimated costs of gas service to the Residential Units and the Residential Space shall be specially allocated and assessed to only all Residential Unit Owners Pro Rata to their respective Common Interests; and (b) the estimated costs of gas service to the General Common Elements (if any) shall be charged to all Unit Owners Pro Rata to their respective Common Interests. For the first year of Condominium operation, the estimated costs of gas

service shall be based upon the projections of gas consumption or Usage made by Marino Gerazounis & Jaffee Associates ("Marino"), which is summarized in Notes 7 and 8 to the First Year's Budget (i.e., SCHEDULE B in Part I of the Plan). Thereafter, the projected consumption of gas by the Residential Units and the Residential Space and by the General Common Elements (if any) shall continue to be based on the same ratio that their respective projected consumption of gas bears to the total projected consumption of gas as estimated by Marino and contained in said Notes to SCHEDULE B until changed, at the option of the Condominium Board or a Commercial Unit Owner, to be based on a new gas consumption or Usage survey made by Marino or other qualified, licensed mechanical or consulting engineer chosen by the Condominium Board (or by a Commercial Unit Owner if the Board fails to make a choice within thirty (30) calendar days before the start of a Budget Year).

(e) Electric: Electric service to the Commercial Units is separately metered and paid directly by the respective Owners of such Units to the utility provider as measured by the Unit's individual meter. Electric service to the Residential Units is submetered and will be billed by the Condominium Board to each Residential Unit Owner based on a computerized submetering system. Electric service for providing power and lighting to the rooms, areas and Equipment comprising the General Common Elements, the Residential Common Elements and the Residential/Office Common Elements is commonly metered. The estimated costs of electric service to the General Common Elements, the Residential Common Elements and the Residential/Office Common Elements shall be allocated, assessed and apportioned as follows based on an electric consumption or Usage survey made by a qualified, licensed electrical or consulting engineer, the then applicable electric rates of the utility provider (plus an estimated inflation factor, if considered appropriate) and applicable taxes, in accordance with the Special Allocation and Apportionment Rule and Section 339-m: (a) the estimated costs of electric service to the General Common Elements shall be included in the General Common Expenses and charged to all Unit Owners Pro Rata to their respective Common Interests; (b) the estimated costs of electric service to the Residential Common Elements shall be specially allocated and assessed to only all Residential Unit Owners as part of the Residential Common Expenses and apportioned among them Pro Rata to their respective Common Interests, and (c) the estimated costs of electric service to the Residential/Office Common Elements shall be specially allocated and assessed to only the Residential and Office Unit Owners as part of the Residential/Office Common Expense. For the first year of Condominium operation, the estimated costs of electric service to the General Common Elements, and to the Residential Common Elements and the Residential/Office Common Elements shall be based on the electric consumption or Usage survey made by Marino, which is summarized in Note 9 to the First Year's Budget (i.e., said SCHEDULE B). Thereafter, the projected consumption of electricity by the General Common Elements, the Residential Common Elements and the Residential/Office Common Elements shall continue to be based on the same ratio that their respective projected consumption of electricity bears to the total projected consumption of electricity as estimated by Marino and contained in said Note to SCHEDULE B until changed, at the option of the Condominium Board or a Commercial Unit Owner, to be based on a new electric consumption or Usage survey made by Marino or other qualified, licensed electrical or consulting engineer chosen by the Condominium Board (or by a Commercial Unit Owner if the Board fails to make a choice within thirty (30) calendar days before the start of a Budget Year).

(f) Water and Sewer Charges: Water and sewer services to the Commercial Units are separately submetered and paid by each Commercial Unit Owner to the Condominium

Board as measured by the Unit's individual submeter and the then current water and sewer rates of the taxing authority, including taxes. Water and sewer services are provided primarily to the Residential Space as the General Common Elements consume negligible or inconsequential amounts of water. Accordingly, all other costs for water and sewer services shall be included in the Residential Common Expenses and charged to only all Residential Unit Owners Pro Rata to their respective Common Interests.

(g) Insurance: If the Property's insurance premium is increased due solely to the use of the Commercial Units for other than dwelling purposes, the amount of such increase in the insurance premium shall be specially allocated, apportioned and assessed exclusively to the Commercial Units, after deducting the savings (if any) in the total insurance premium realized by the Condominium Association being included under a master policy obtained by Sponsor, a Sponsor Related Party, the Commercial Unit Owners or the Managing Agent (as applicable). Similarly, any increase in insurance premiums for new, additional or increased coverage resulting from the subdivision and residential conversion of Office Unit 1 to Residential Units, shall be specially allocated and assessed to such Unit (i.e., all Residential Units in the case of said change in use of Office Unit 1) and any increase in the insurance premium due solely to the roof deck, or other uses of the Residential Space for other than dwelling purposes shall be specially allocated exclusively to the Residential and apportioned and assessed among them Pro Rata to their respective Common Interests. In addition, each Commercial Unit Owner shall have the exclusive right to limit the amount of its allocable share of the Property's insurance premiums to strictly reflect the amount fairly and properly attributable to it based on the following: (a) in the case of fire and casualty coverage: the premium therefor allocated to a Commercial Unit (at the exclusive option of the Owner of such Commercial Unit) shall be in the ratio that the sum of the square footage of such Owner's Commercial Unit, plus its allocable share of the square footage of only those portions of the General Common Elements that actually serve or are actually utilized by such Commercial Unit (such allocable share to be based on the respective Common Interests of the Units) bears to the total square footage of all areas (i.e., Common Elements) being insured by the Board;. and (b) in the case of liability coverage: the premium therefor allocated to a Commercial Unit (at the exclusive option of the Owner of such Commercial Unit) shall equal the product of its Common Interest multiplied by a fraction whose numerator is the square footage of only those General Common Elements that actually serve or are actually utilized by such Commercial Unit Owner, and whose denominator is the total square footage of all Common Elements being insured.

(h) Management Fee: In recognition of the substantial increase in management services to be devoted to the Residential Units established from the subdivision and residential conversion of Office Unit 1 and the likely resulting higher management fee, from and after the Residential Condominium Conversion Date, the amount of the projected increase in the management fee shall be specially allocated to said Residential Units. The remaining balance of the management fee shall be allocated to the projected General Common Expenses for such Budget Year, which shall be allocated, apportioned and assessed to all Unit Owners Pro Rata to their respective Common Interests. Any subsequent increase in the management fee shall be shared in proportion to the management fee allocated to the respective Units for the twelve (12) months of Condominium operation immediately following the Residential Condominium Conversion Date. Alternatively, at the exclusive option of a Commercial Unit Owner, the management fee shall be allocated and apportioned to the Residential Units and to the Commercial Units in accordance with the methodology set forth in the First Year's Budget (i.e., SCHEDULE B). For the first year of Condominium operation, the method used in SCHEDULE

B shall be followed.

(i) Legal: The legal fees and disbursements, court costs and other litigation expenses (collectively, "**Legal Expenses**") included in the General Common Expenses shall be limited and restricted strictly to only those legal services rendered in connection with the Operation of the General Common Elements, the Association's General Properties or the affairs of the entire Property or the whole Condominium Association (e.g., collection of the General Common Charges and Claims and Lawsuits relating to the General Common Charges, the General Common Expenses, the General Common Elements or the Association's General Properties) and shall be further limited and restricted strictly to only those legal services of an attorney retained by mutual agreement of the Condominium Board and the respective Owners of the Retail and Office Unit Owners in connection with General Legal Matters.. Legal Expenses, however, incurred by the Condominium Board for legal services rendered in connection with the Operation or affairs of only the Residential Space or the Association's Residential Properties (e.g., collection of the Residential Common Charges and Claims and Lawsuits relating to only the Residential Common Charges, the Residential Common Expenses, the Residential Space, the Association's Residential Properties or Sponsor's obligations or undertakings under the Plan, a Plan Amendment or a Purchase and Sale Agreement) shall be specially allocated, apportioned and assessed to only the Residential Unit Owners Pro Rata to their respective Common Interests. After the end of each Budget Year, the Condominium Board and the Commercial Unit Owners shall reconcile any underpayment or overpayment by the Commercial Unit Owners of the legal fees and disbursements actually incurred for the Budget Year then ended and those included in the Budget for such Budget Year (see Section 9.9 below).

(j) Audit: In recognition of the substantial increase in audit services to be devoted to the Residential Units established from the subdivision and residential conversion of Office Unit 1 and the likely resulting higher audit fee, from and after the Residential Condominium Conversion Date, the amount of the projected increase in the audit fee shall be specially allocated to said Residential Units. The remaining balance of the audit fees and disbursements shall be allocated to the projected General Common Expenses for such Budget Year, which shall be allocated, apportioned and assessed to all Unit Owners Pro Rata to their respective Common Interests. Alternatively, at the exclusive option of a Commercial Unit Owner, the audit fee shall be allocated and apportioned to the Residential Units and to the Commercial Units in accordance with the methodology used in the First Year's Budget (i.e., SCHEDULE B in Section F of Part I of the Plan). For the first year of Condominium operation, the method used in SCHEDULE B shall be followed.

(k) Contingencies: The Budget item for contingencies is to provide a fund for unanticipated contingencies, including an allowance for a possible increase in one (1) or more budgeted expense items and to add one (1) or more new expense items. The amount provided in each Budget for contingencies shall be a percentage of the total amount of all budgeted expenses, other than contingencies, allocated to all Residential Units and to the Commercial Units. The percentage to be used in each Budget shall be determined by the Condominium Board for each Budget Year, but cannot exceed 3%, excluding funds (if any) segregated for capital or major Repairs or Alterations, without obtaining the prior written Discretionary Approvals or Consents of both Sponsor (during only the Sponsor Veto Control Period) and, with respect to a contingency reserve as part of the General Common Expenses, the Commercial Unit Owners.

(l) Real Estate Taxes: Until the Units are separately assessed and billed for real estate taxes, the real estate taxes assessed to the Property shall be included in the General Common Expenses and specially allocated, apportioned and assessed 77.25% to the Residential Units as a Residential Common Expense and 22.75% to the Commercial Units (and apportioned to the Retail Unit and Office Unit Pro Rata to their respective Common Interests). The amounts so allocated, apportioned and assessed to the respective Units shall be subject to adjustment for any overpayment or underpayment of real estate taxes as provided in Article 9, subsection 9.1.7 of the By-Laws.

Any dispute with respect to the Specially Apportioned General Common Expenses shall be resolved by arbitration pursuant to Article 19 of the By-Laws.

The Residential Units shall always be regarded as one (1) group of Units when allocating, apportioning and assessing the General Common Expenses and Residential Common Expenses. Accordingly, the General Common Expenses attributable to the Residential Space shall always be allocated to all Residential Units and apportioned and assessed to them Pro Rata to their respective Common Interests.

Section 9.1.4 Residential Common Expenses Those Common Expenses relating to the following are herein called the "**Residential Common Expenses**": (a) the Operation and any other Disposition of the Residential Common Elements or the Association's Residential Properties; (b) the services furnished by the Board specially or exclusively to the Residential Unit Owners; and (c) the affairs affecting only the Residential Unit Owners or the Residential Space or the Association's Residential Properties, including the following "**Residential Legal Matters**": the collection of the Residential Common Charges and Claims and Lawsuits relating to the Residential Common Expenses, the Residential Common Elements, the Association's Residential Properties and Sponsor's obligations or undertakings under the Plan, a Plan Amendment or a Purchase and Sale Agreement. In accordance and compliance with said Section 339-m and the Special Allocation and Apportionment Rule, the Residential Common Expenses shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests based upon their special or exclusive Usage of (i.e., special or exclusive use or availability or exclusive control over) the Residential Common Elements and the Association's Residential Properties and the Costs and Expenses of providing services and conducting affairs specially or exclusively to or for the Residential Unit Owners. The Residential Units shall always be regarded as one (1) group of Units for the purpose of allocating, apportioning and assessing the Residential Common Expenses, which shall always be allocated to all Residential Units and apportioned and assessed to them Pro Rata to their respective Common Interests. The Commercial Unit Owners shall not pay or be assessed for the Residential Common Expenses.

Section 9.1.5 Residential/Office Common Expenses The Residential/Office Common Expenses shall comprise those Common Expenses with respect to the Operation and Disposition of the Residential/Office Common Elements or the Association's Residential/Office Properties, the services furnished by the Board specially, or exclusively to both the Residential Space and the Office Unit and the affairs affecting only the Residential/Office Common Elements or the Residential and Office Unit Owners, including Residential/Office Legal Matters. The Residential/Office Legal Matters include the legal services of an attorney retained by mutual

agreement of the Board and the owner of the Office Unit with respect to the Operation and Disposition of the Residential/Office Common Elements or the Association's Residential/Office Properties or the affairs of only the Residential Space and the Office Unit , including Claims or Lawsuits relating thereto.

Section 9.1.6 Common Charges Generally, the amounts assessed by the Condominium Board from time to time against all or certain (as applicable) Unit Owners to pay the Common Expenses are herein called the "**Common Charges**", which consist of the regular monthly payments (or such other periodic payments as the Board shall determine) and "**Special Assessments**", which are additional Common Charges and shall be payable in one or more payments at such time or times as the Condominium Board shall determine. The additional Common Charges also include the amounts levied against a particular Unit Owner in connection with: (a) a default in paying the Common Charges, Special Assessments or other sums authorized under this Declaration or the By-Laws (including the Rules and Regulations); or (b) a default, breach or violation of any obligation, requirement or other provision of said Condominium Documents. Those Common Charges that are to be applied to pay the General Common Expenses are herein called the "**General Common Charges**" and are assessed to all Unit Owners or (in certain cases) to only all Residential Unit Owners or to only the Commercial Unit Owners (as appropriate). Those Common Charges that are to be applied to pay the Residential Common Expenses are herein called the "**Residential Common Charges**" and are assessed to only all Residential Unit Owners. Those common charges that are to be applied to pay the Residential/Office Common Expenses are herein called "**Residential/Office Common Charges**." The Common Charges assessed to the Residential Unit Owners consist of the General Common Charges to pay their allocable portion of the General Common Expenses and the Residential Common Charges to pay the Residential Common Expenses and the Residential/Office Common Charges to pay the Residential/Office Common Expenses.

Section 9.1.7 Apportioning Common Expenses All references in this Article 9 or elsewhere in this Declaration and the By-Laws to apportioning and assessing: (a) the General Common Expenses to all Units Pro Rata to their respective Common Interests (or words of similar import) shall mean in the ratio that the Common Interest appurtenant to each Unit bears to the total 100% Common Interests appurtenant to all Units; (b) the Residential Common Expenses to only all Residential Units (or words of similar import) shall mean in the ratio that the Common Interest appurtenant to each Residential Unit bears to the total 83.923% Common Interests appurtenant to all Residential Units; (c) the Residential/Office Common Charges to all Residential Units and the Office Unit shall mean in the ratio that the Common Interest appurtenant to all Residential Units and the Office Unit bears to the total 91.947% Common Interest appurtenant to all the Residential Units and the Office Unit.

Section 9.2 Budget of Condominium Operation

The Budget of Condominium Operation for each Budget Year shall consist of the projected General Common Expenses (the Budget items relating thereto are hereafter called the "**Budget of General Operation**") and the projected Residential Common Expenses (the Budget items relating thereto are hereafter called the "**Budget of Residential Operation**"), and the projected Residential/Office Common Expenses (the Budget items relating thereto are hereinafter referred to as the "**Budget of Residential/Office Operations**." The Budget of General Operation, the Budget of Residential Operations and the Budget of Residential/Office Operation shall be determined in accordance with the methodology contained in the Guidelines for Budget of

General Operation contained in Exhibit F hereto, which shall be appropriately adapted to the areas, Equipment, Installations and Facilities comprising the General Common Elements, the Residential Common and Residential Limited Common Elements and the Residential/Office Common and Residential/Office Limited Common Elements.

Section 9.3 Budget Requirement

In so allocating and apportioning the Common Profits and Common Expenses and adopting a Budget of General Operation and Budget of Residential Operation each Budget Year, the principles, rules, requirements and procedures set forth in this Article 9, Part I of the Plan, the First Year's Budget of Condominium Operation (SCHEDULE B) contained therein and the Budget Guidelines (EXHIBIT F hereto) shall govern, apply and strictly be observed.

Section 9.4 Property Manager

Section 9.4.1 Responsibilities The Property Manager shall be responsible for the management of the Common Elements (the General, Residential and Residential/Office Common Elements) and the overall Operation of the Building and the affairs of the Condominium Association affecting all Unit Owners (collectively, **"Management Responsibilities"**), including the preparation and distribution of a proposed annual Budget of Condominium Operation and the proposed annual Budget of Capital Expenditures (**"Capital Budget"**) each year to all Unit Owners in accordance with the provisions of this Article 9.

Section 9.4.2 Qualifications The Property Manager shall be a recognized reputable national or regional major management company having at least five (5) years experience in the management of residential, retail and professional mixed-use buildings in the borough of Manhattan, in the City and State of New York, and at the time of engagement having under management at least 500,000 square feet, including a minimum of 50,000 square feet of retail space (**"Qualified Property Manager"**).

Section 9.4.3 Right to Choose The Property Manager shall be chosen by the Condominium Board, but shall meet the foregoing qualifications of a Qualified Property Manager.

Section 9.4.4 Property Management Agreement The agreement with the Property Manager (**"Property Management Agreement"**), containing among other things) the services, duties and compensation of the Property Manager with respect to its Management Responsibilities pursuant to Section 9.4.1 above, shall be for such term and on such terms and conditions as are customary for the management of similarly situated property in Manhattan. The respective Owners of the Commercial Units shall have the right to Reasonably Approve each proposed Property Management Agreement, but shall Reasonably Approve a proposed Property Management Agreement that in substance is materially the same as a previously approved Property Management Agreement.

Section 9.4.5 Principles Applicable to Property Manager The principles applicable to the Condominium Board set forth in Sections 7.13 above, shall apply to the Property Manager with respect to the performance of its responsibilities and services under this Declaration, including the By-Laws and the other Exhibits hereto. Accordingly and as an example (but not in limitation): (a) the acts of the Property Manager shall be limited strictly to those expressly stated in the Condominium Documents and the Property Manager shall be limited strictly to those expressly stated in the Condominium Documents and the Property Management Agreement to

be within the scope of its authority; (b) all actions and transactions of the Property Manager shall be based on its Reasonable Judgment (i.e., based on the merits, in good faith and without self-dealing, favoritism, discrimination, arbitrariness, capriciousness or an abuse of discretion); and (c) the "business judgment rule" articulated in Levandusky shall not apply to the decisions of the Property Manager, whose actions shall be subject to scrutiny by any court, arbitration panel or other forum having jurisdiction, without any deference given to the Property Manager (which serves in only an agency capacity) and without any weight given to the position taken by the Property Manager in determining the proper and correct outcome of a dispute, which shall be based entirely on the merits of the issues in dispute.

Section 9.5 Budget Adoption Procedure

Section 9.5.1 The following procedure shall apply to adopt each proposed annual Budget of Condominium Operation (hereafter referred to in this Section 9.5 as "**Budget**") and proposed annual Capital Budget:

(a) the Property Manager shall send the proposed annual Budget and the proposed annual Capital Budget to each Unit Owner by no later than the November 15th immediately preceding the start of a Budget Year to which each such Budget relates;

(b) each Unit Owner shall have a period of thirty (30) days following receipt of each said proposed Budget and Capital Budget to review and approve or object to same, except the Owners of the Commercial Space shall not have the right to approve or object to a Capital Budget in which: (a) the share thereof to be paid by one or both of said Owners is less than $50,000 in the aggregate; and (b) the proposed Work is reasonably required for the continued Operation and Maintenance of the Building, taking into account the quality, use and character of the Building;

(c) the approval or objection to a proposed annual Budget or Capital Budget must be in writing and given by or on behalf of a Unit Owner to the Property Manager, and may also be given to the other Unit Owners;

(d) the Property Manager shall notify the other Unit Owners of the approval or objection to a proposed annual Budget or Capital Budget with reasonable promptness after receipt of notice thereof from a Unit Owner;

(e) if a Unit Owner ("**Non-Responding Unit Owner**") shall not approve or object to a proposed annual Budget or Capital Budget in the foregoing manner within said thirty (30) day period, the Property Manager shall, and any other Unit may (but shall not be obligated to), send a reminder notice to such Non-Responding Unit Owner stating in bold letters to the effect that such Non-Responding Unit Owner shall be deemed to have approved the proposed annual Budget or Capital Budget (as applicable) unless written notice of objection thereto is sent to the Property Manager by or on behalf of the Non-Responding Unit Owner within five (5) business days from the date of sending said reminder notice (whether sent by the Property Manager or another Unit Owner);

(f) if said Non-Responding Unit Owner fails to send the Property Manager, or to both other

Unit Owners in addition to or in lieu of notice to the Property Manager, a notice objecting to the proposed annual Budget or Capital Budget (as applicable) before the expiration of said five (5) business day period, the Non-Responding Unit Owner shall be deemed to have approved said proposed Budget or Capital Budget at issue;

(g) an objection to a proposed annual Budget or Capital Budget (as applicable) shall specify in reasonable detail the specific Budget items that are objectionable and the reasons therefor, it being agreed that a blanket objection of a proposed Budget or Capital Budget, without stating the reasons therefor, shall not be acceptable or considered an objection, and shall be regarded as though no response were given;

(h) no Unit Owner shall have the right to object to any item in a proposed Capital Budget that is contained in and carried over from a previously adopted Capital Budget for a prior Budget Year, but may object if the projected amount still to be spent on such item, when added to the amount already spent, is higher than the original projected amount contained in said previously adopted Capital Budget;

(i) in the event a Unit Owner shall timely object to a proposed Budget or Capital Budget (as applicable) in accordance with the foregoing: (i-1) the Property Manager shall with reasonable promptness after receipt thereof send a copy of same to the other Unit Owners; (i-2) the Unit Owners shall endeavor in good faith to resolve such objection; and (i-3) if resolved, the Unit Owners shall cause the Property Manager to revise the proposed Budget or Capital Budget at issue in accordance with such resolution and send same to all Unit Owners;

(j) each Unit Owner shall have a period of ten (10) business days within which to approve or object to said proposed revised Budget or Capital Budget (as applicable) in accordance with the same process outlined above with respect to the rejected Budget or Capital Budget at issue;

(k) if a proposed revised Budget or Capital Budget at issue is not timely and properly approved in writing by all Unit Owners, the foregoing process shall be repeated until same is approved in writing by all Unit Owners;

(l) if a proposed annual Budget or Capital Budget (as applicable), as same may have been revised pursuant to the foregoing, shall not have been approved by all Unit Owners before the start of the calendar year to which same relates: (l-1) the dispute with respect thereto shall be resolved by arbitration pursuant to Article 19 of the By-Laws; (l-2) the annual Budget or Capital Budget (as applicable) for the preceding calendar year, as increased by an amount equal to any actual increases in insurance premiums and utility costs and as adjusted by any items in the proposed Budget or Capital Budget at issue that have been approved in writing by the Unit Owners ("**Interim Budget**"), shall remain in effect until such time as the proposed Budget or Capital Budget at issue is resolved by arbitration or mutual agreement of all Unit Owners ("**Final Budget**"); (l-3) the Final Budget shall be retroactive to the start of the calendar year to which it relates; and (l-4) in the case of a disparity between the Common Charges in the Interim Budget and the Common Charges in the Final Budget, the underpayment or overpayment in Common

Charges (as applicable) for the period prior to the implementation of the Final Budget shall appropriately be assessed or refunded (or credited against the next due Common Charges), respectively, on the first day of the calendar month following the month such Final Budget is implemented;

(m) a proposed Budget or Capital Budget, as same may have been revised, that is adopted and implemented in accordance with the foregoing ("**Approved Budget**" or "**Approved Capital Budget**", respectively) may be modified during the calendar year to which it relates in accordance with the same process set forth above, except the Property Manager may modify the Approved Budget or the Approved Capital Budget (as applicable), without the approval or consent of the Unit Owners, on prior written notice to all Unit Owners (except in the case of an Emergency, the Property Manager shall be required only to use commercially reasonable efforts to obtain telephonic approval of the expenditure from all Unit Owners or a Board Member appointed and designated by each Unit Owner), if and on condition that the modification shall meet one of the following criteria: (m-1) the modification shall not increase any item in the Approved Budget or the Approved Capital Budget (as applicable) by ten percent (10%) or more; or (m-2) the modification shall be less than $10,000; or (m-3) the modification shall be an increase in a non-controllable item or items (e.g., insurance premiums or utility expenses); or (m-4) the modification shall relate to an expense that is expressly permitted to be incurred without the approval or consent of the Unit Owners pursuant to the Property Management Agreement then in effect; or (m-5) the modification shall be for an expense caused by an Emergency threatening the life, health, safety or security of the occupants or visitors of one or more Units or workers in the Building;

(n) no modification to an Approved Budget or Approved Capital Budget shall increase Common Charges retroactively and no Approved Budget or Approved Capital Budget may be modified after the Budget Year to which it relates has expired; the foregoing, however, shall not prohibit an increase in Common Charges applied prospectively or a Special Assessment to pay a deficit for a prior period; and

(o) while the Commercial Units are owned by the same Owner: (o-1) all proposed Budgets and Capital Budgets, and any revision thereof, all modifications to an Approved Budget or Approved Capital Budget, and all notices with respect to the foregoing that are given to the Retail Unit Owner shall be deemed given to the Office Unit Owner; and (o-2) similarly, the approval or consent of the Retail Unit Owner for any matter under this Section 9.5 shall constitute the approval or consent of the Office Unit Owner.

Section 9.5.2 With respect to the Residential Space: (a) all said proposed Budgets and Capital Budgets, the revisions thereto, the modifications to an Approved Budget or Approved Capital Budget, and all notices with respect to the foregoing shall be sent to the Condominium Board on behalf of the Residential Unit Owners; and (b) the approval or consent of the Condominium Board for any matter under this Section 9.5 shall constitute the approval or consent of all Residential Unit Owners, who shall not have an individual right to approve or object. All references in this Section 9.5.2 to the Condominium Board shall mean the Residential Board Members on behalf of the Condominium Board.

Section 9.6 Allocation or Apportionment Change

In the event of a change in the allocation ("**Allocation Change**") or in the apportionment ("**Apportionment Change**") in the projected General Common Expenses for a Budget Year resulting from a new or different use, service or benefit (other than an inconsequential or negligible change), the affected item(s) of projected Common Expense(s) shall be appropriately allocated or apportioned (as applicable) to all Residential Units or to the Commercial Units (as applicable) to reflect such change in use, service or benefit that is fairly and properly attributable to all Residential Units or to the Commercial Units (as applicable).

Section 9.7 Increase or Decrease in General Common Charges

To increase or decrease the General Common Charges of all Residential Units or the Commercial Units, as applicable (collectively, "**Affected Unit(s)**") based on an Allocation Change or an Apportionment Change (hereinafter collectively, "**Allocation/Apportionment Change**"), the following procedure and requirements shall apply:

(a) The Property Manager, any Board Member, any Commercial Unit Owner or Sponsor (while it owns any Unsold Residential Unit) may propose an Allocation/Apportionment Change in the projected General Common Expenses for a Budget Year;

(b) the Party who is proposing the Allocation/Apportionment Change ("**Proponent**") shall give to all Board Members, the Commercial Unit Owners and Sponsor (while Sponsor owns any Unsold Residential Unit) a written opinion ("**Expert Opinion**") of a qualified expert selected and paid for by the Proponent setting forth: (b-1) a detailed explanation justifying the Allocation/Apportionment Change; (b-2) an express statement that, in the opinion of the expert, the proposed amount of increase or decrease (as applicable) in General Common Charges of the Affected Unit(s) reflects the amount of the Allocation/Apportionment Change that is fairly and properly attributable to the Affected Unit(s), together with a reasonably detailed explanation justifying such opinion; and (b-3) a statement of the qualifications of the expert;

(c) the majority of those Residential and Commercial Board Members attending a duly constituted Board meeting at which a quorum is present is necessary to increase or decrease (as applicable) the General Common Charges of the Affected Unit(s) based on an Allocation/Apportionment Change, but subject to strict compliance with the Special Allocation and Apportionment Rule;

(d) any dispute as to such proposed increase or decrease (as applicable) shall be resolved by arbitration pursuant to the By-laws;

(e) pending the final (non-appealable) resolution of the dispute, the last duly adopted Budget of General Operation shall remain in effect and the proposed increase or decrease (as applicable) in General Common Charges shall be suspended; however, if the final resolution upholds the increase or decrease (as applicable) in General Common Charges, then such increase or decrease (as applicable) shall be retroactive to the date it would have commenced had there been no dispute;

(f) the Owner(s) of the Affected Unit(s) may elect to pay all or part of a disputed proposed

increase in General Common Charges without prejudice to the right of such Owner(s) to contest (by arbitration) the proposed Allocation/Apportionment Change;

(g) before a proposed increase is implemented, the Owner(s) of the Affected Unit(s) shall receive not less than ten (10) calendar days' (or not less than 30 calendar days' if such Owner is a Commercial Unit Owner) prior written notice from the Board or an officer of the Board of the amount and implementation date of such increase;

(h) an increase or decrease in General Common Charges of the Affected Unit(s) based on an Allocation/Apportionment Change: (h-1) shall not be made more often than once each Budget Year; (h-2) shall not be applied retroactively; and (h-3) shall not be made for an expired Budget Year; and

(i) all approvals, decisions and actions (including approval of a proposed increase or decrease in General Common Charges based on an Allocation/Apportionment Change and instituting or defending an arbitration of a dispute or an appeal) may be made and taken by Sponsor in lieu of the Sponsor Board Member(s) or by a Commercial Unit Owner in lieu of the Commercial Board Member appointed by such Commercial Unit Owner.

Section 9.8 Budget Reserves

The Budget of Condominium Operation may include a reserve for unanticipated General or Residential Common Expenses or an allowance for an increase in one or more items of General or Residential Common Expenses or from potential new or additional General or Residential Common Expenses, or other contingencies (collectively, "**Contingency Reserve**"), but the Contingency Reserve in any Budget Year, when added to all amounts unspent in a Contingency Reserve with respect thereto for one or more prior Budget Years (excluding funds, if any, held in a separate segregated bank or investment account for application exclusively to make capital or major Repairs or Alterations), shall not exceed three percent (3%) of the projected annual General Common Expenses or the projected annual Residential Common Expenses (as applicable) for such Budget Year without obtaining the prior written Discretionary Approvals or Consents of both Sponsor (during only the Sponsor Veto Control Period) and (with respect to the Contingency Reserve as part of the projected General Common Expenses) the Commercial Unit Owners. Sponsor (as Owner of an Unsold Residential Unit), however, will give its consent if the proposed Contingency Reserve, when added to all other budgeted General Common Expenses or budgeted Residential Common Expenses (as applicable), will not increase the General Common Charges or Residential Common Charges (as applicable), inclusive of any Special Assessments of the Condominium Board, for such Budget Year by more than three percent (3%) above the General Common Charges or Residential Common Charges (as applicable) for the immediately preceding Budget Year of the Condominium Association.

Section 9.9 Budget Surplus and Reconciliation

Section 9.9.1 Budget Surplus

If, in any completed Budget Year, the General Common Charges shall exceed the actual General Common Expenses, the Residential Common Charges shall exceed the actual Residential Common Expenses, or the Residential/Office Common Charges shall exceed the actual Residential/Office Common Expenses, the Property Manager shall Reasonably Determine how to apply the surplus. The Property Manager shall have the choice of applying

the surplus to defray the projected General Common Expenses, projected Residential Common Expenses or the projected Residential/Office Common Expenses (as applicable) of the next immediately succeeding Budget Year and/or distributing all or a portion of the surplus to all then existing Unit Owners who paid the surplus and apportioning such distribution among them Pro Rata to the General Common Charges, Residential Common Charges or Residential/Office Common Charges (as applicable) assessed to such Unit Owners for said completed Budget Year, or any combination of the foregoing.

Section 9.9.2 Budget Reconciliation

Within three (3) months after the end of each Budget Year, the Property Manager will cause to be prepared and shall submit to the Unit Owners a statement of revenues and expenses for the completed Budget Year prepared on the basis of accounting used by the Condominium, which shall be either on an income tax basis or on generally accepted accounting principles. In either case, the audit of revenues and expenses shall be conducted by an independent auditor. The statement of revenues and expenses shall include a comparative schedule of revenues and expenses, which will compare on a line item basis the actual audited revenues and expenses to the budgeted revenues and expenses for the completed Budget Year. Within thirty (30) days after such audited statement of revenues and expenses is submitted to the Unit Owners, the Property Manager shall also submit to the Unit Owners a written reconciliation of the overall net disparity (if any) between the General Common Expenses allocated, apportioned and assessed to the Unit Owners for such completed Budget Year and said audited (actual) General Common Expenses incurred for such completed Budget Year that are fairly and properly allocated and apportioned to the Unit Owners in strict accordance and compliance with the Special Allocation and Apportionment Rule and Section 339-m of the Condominium Act, as provided in Section 9.1.2 above. If such reconciliation results in a net underpayment by an applicable Unit Owner of such audited General Common Expenses fairly allocated and apportioned to such Unit Owner, the deficit shall constitute part of the Common Charges of the applicable Unit and the entire deficit shall be paid together with the regular monthly Common Charges billed to the Unit Owners for the calendar month which is not less than thirty (30) calendar days subsequent to the date of receipt by such Unit Owners of said audited statement of revenues and expenses and said written reconciliation. If, on the other hand, the reconciliation results in a net overpayment by a Unit Owner of such audited General Common Expenses fairly allocated and apportioned to the such Unit Owner, the entire surplus shall be credited to (and reduce) the Common Charges next due and payable by the Unit Owners. Any disagreement or dispute under this Section 9.9.2 shall be resolved by arbitration pursuant to the By-Laws. Until such dispute is resolved by arbitration or mutual agreement, the status quo ante shall be maintained. If the dispute involves an alleged underpayment of General Common Expenses by the Commercial Unit Owners, no late fee, charges or interest shall accrue and no enforcement action shall be commenced against the Commercial Unit Owners based thereon for so long as the issue remains unresolved beyond all appellate review.

Section 9.10 Prohibition

The Condominium Board shall not charge an Owner or such Owner's Permitted Tenants/Occupants/Invitees any separate fee, rental, charge, imposition or payment of any kind (apart from regular Common Charges and Special Assessments, if any, levied on all Unit Owners or all Residential Unit Owners, as applicable) for the mere Use and Enjoyment in common of the lobby, Base Floors and similar portions of the Common Elements; however, the foregoing shall not prohibit the Board from leasing or licensing portions of the Common Elements or from imposing and collecting charges for use of the recreational facilities, the

vending machines and the like.

Section 9.11 Special Assessment

The Condominium Board may levy a Special Assessment to pay the General Common Expenses (if approved by a majority of those Residential and Commercial Board Members attending a duly constituted Board meeting at which a quorum is present) and the Residential Board Members may levy a Special Assessment to pay the Residential Common Expenses or Residential/Office Common Expenses (if approved by a majority of only those Residential Board Members attending a duly constituted meeting of the Residential Board Members at which a quorum is present with regard to a Residential Common Expense and if approved by a majority of both the Residential and Commercial Board Members attending a duly constituted meeting of the Condominium Board Members at which a quorum is present with regard to a Residential/Office Common Expense) in accordance with Section 8.4 of the By-Laws, which is hereby incorporated herein with the same force and effect as though set forth at length herein.

Section 9.12 Sponsor Veto Control

During the period ending on the *earlier* of: (a) the date that the Common Interests appurtenant to the Unsold Residential Units constitute less than 25% of the aggregate Common Interests appurtenant to all Residential Units; or (b) the fifth (5th) anniversary of the First Closing of a Residential Unit under the Plan ("**Sponsor Veto Control Period**"), Sponsor shall have veto control over the following decisions and actions of the Condominium Board (including the Residential Board Members) and Unit Owners (as to any vote or action by them), and the Board and Unit Owners must obtain Sponsor's prior written Discretionary Consent to do any of the following:

(a) to raise General Common Charges or Residential Common Charges or levy a Special Assessment in order to do any of the following:

(a-1) to make an Alteration to the General Elements, the Residential Common Elements, the Residential Limited Common Elements, the Association's General Properties or the Association's Residential Properties (the latter include any Residential Unit owned, leased or otherwise held or Operated by the Condominium Board or its nominee or designee);

(a-2) to create a fund for reserves for Repairs, Alterations, unanticipated expenses and/or contingencies (i.e., Contingency Reserve fund) in excess of three percent (3%) of the projected annual General Common Expenses or three percent (3%) of the projected annual Residential Common Expenses (as applicable) for any Budget Year of Condominium Operation;

(a-3) to increase, decrease, eliminate or otherwise change the number, type, classification or working hours of the Building's service staff from those set forth in the First Year's Budget (SCHEDULE B) in Part I of the Plan);

(a-4) to increase, decrease, eliminate or otherwise change Building services by (for example) entering into contracts for new or additional services or maintenance work not included in said First Year's Budget, or failing to provide any service or maintenance contracts set forth in such First Year's Budget, or otherwise; or

(a-5) to increase, decrease, eliminate or otherwise change the amounts or types of insurance coverage from those provided in said First Year's Budget (i.e., SCHEDULE B) in Part I of the Plan); or

(b) to borrow money on behalf of the Condominium.

Sponsor, however, will give its consent if the Costs and Expenses (as determined by Sponsor, in its sole and absolute judgment) of the proposed action requiring Sponsor's consent, when added to all other budgeted General Common Expenses or Residential Common Expenses (as applicable), will not increase the General Common Charges or Residential Common Charges (as applicable), inclusive of any Special Assessments, for any Budget Year of the Condominium Association, by more than three percent (3%) above the General Common Charges or Residential Common Charges (as applicable) for the immediately preceding Budget Year of the Condominium Association.

Sponsor may not, however, exercise veto control over expenses included in said First Year's Budget or over expenses required: (a) to comply with applicable Laws; (b) to remedy a governmental notice of a violation; or (c) to remedy a Work order of an insurer of the Building. Only Sponsor may exercise Sponsor's veto control while Sponsor owns any Unsold Residential Unit. If Sponsor no longer owns any Unsold Residential Unit, each successor Unsold Residential Unit Owner will have the same right of veto control as Sponsor. In the event there are two (2) or more such successor Unsold Residential Unit Owners, the required consent of only those Owners of Unsold Residential Units constituting a majority of the Common Interests of all Unsold Residential Units will suffice. Nothing contained herein will extend the Sponsor Veto Control Period.

Section 9.13 Real Estate Taxes

Until such time as each Unit is separately assessed and billed for real estate taxes, the Condominium Board shall collect the real estate taxes payable for the Property in the form of a Special Assessment levied on all Unit Owners payable in one (1) lump sum or periodic installments (at the option and discretion of the Condominium Board) for forwarding same to the appropriate taxing authority on behalf of the Unit Owners in accordance with Section 9.1 of the By-Laws, which is hereby incorporated herein with the same force and effect as if set forth at length herein. In the event the Condominium Board fails to agree thereon within thirty (30) calendar days from the date of First Closing of a Residential Unit under the Plan and at such time the Units are not separately assessed and billed for real estate taxes, such real estate taxes will be collected as a Special Assessment payable monthly in amounts sufficient to pay the next due installment of real estate taxes one (1) month prior to the date same is due and payable (before the imposition of interest for late payment). The Condominium Board and each Unit Owner shall have the right, for sixty (60) calendar days only after the Units are separately assessed and billed for real estate taxes ("time being of the essence"), to adjust any overpayment or underpayment of real estate taxes included in the Common Charges so paid by such Unit Owner as part of the Common Charges, all as provided in said Section 9.1.7 of the By-Laws.

ARTICLE 10

USES OF COMMON ELEMENTS, SIDEWALKS, VAULTS AND UNITS

Section 10.1 General Requirement

Each of the Common Elements, the sidewalks immediately adjacent to, and fronting, the Property ("**Immediately Adjacent Sidewalks**"), the Vaults serving the Property, and the Units shall be Used and Enjoyed only in accordance and compliance with the then applicable Laws (as such Laws may change from time to time as a result of a statutory change, zoning variance, a new or amended Certificate of Occupancy for the Building or otherwise) and the purposes for which each is reasonably suited, capable designed and intended, and as permitted or stated in this Declaration, the By-Laws or the Rules and Regulations (as such Condominium Documents may be duly amended from time to time).

Section 10.2 General Prohibitions

The Common Elements, the Immediately Adjacent Sidewalks to the Property, said Vaults and the Units shall be used:

(a) in accordance and compliance with Section 10.1 above and the requirements, restrictions and prohibitions expressly stated in this Declaration or the By-Laws (including the Installation Requirements and applicable Work Requirements, as set forth respectively in Sections 10.4 and 15.2 below), as each may be duly amended from time to time; and

(b) for the purposes permitted in the Condominium Documents, but not for any or the following uses (collectively, "**Prohibited Uses**"): (b-1) any use that impairs or unreasonably threatens the structural components or the structural integrity of the Building or the life, health or safety of Owners, tenants or occupants of Units; (b-2) any use that violates applicable Laws; (b-3) any use that results in the cancellation or a notice of cancellation of insurance maintained by the Condominium Board; or (b-4) any use of the Common Elements, said Immediately Adjacent Sidewalks to the Residential Space, the General Vault or a Sold Residential Unit that is an unreasonable annoyance or nuisance to other Unit Owners or an unreasonable interference with the peaceful possession or proper use or Operation of other Units or the Common Elements for their intended or permitted purposes as stated in the Plan and Condominium Documents (as each may be duly amended from time to time).

The Condominium Board may not (and shall not):

(a) impose or levy any fee, charge, deposit, security, payment, imposition, restriction, limitation or other requirement (other than regular Common Charges and Special Assessments, if any, levied on all Unit Owners or all Residential Unit Owners, as applicable) in connection with the permitted Use and Enjoyment of the Common Elements by Sponsor, an Unsold Unit Owner or a Commercial Unit Owner, or their respective Permitted Tenants/Occupants/Invitees or Agents, Employees and Contractors; or

(b) prevent or unreasonably impede or interfere with the sale, rental, Promotion, Operation, management or other permitted Use and Enjoyment of Unsold Units or a Commercial Unit.

Section 10.3 Common Use of Common Elements

The Common Elements shall be for the use or exclusive use (as indicated) in common of the following Owners and their respective Permitted Tenants/Occupants/Invitees: (a) in the case of the General Common Elements: for the use in common by all Unit Owners; or (b) in the case of

the Residential Common Elements: for the exclusive or substantially exclusive use in common by only the Residential Unit Owners; or (c) in the case of the Residential/Office Common Elements: for the exclusive and substantially exclusive use in common by only the Residential and Office Unit Owners. All uses of the Common Elements, however, shall be in accordance with the purposes for which they are reasonably suited, capable, designed and intended, without hindering the exercise of or encroaching upon the rights of other Unit Owners. The uses and changes in uses of the Common Elements shall be determined by the Condominium Board or Residential Board Members (as applicable) in accordance and compliance with applicable Laws and the provisions of this Declaration, the By-Laws and the Rules and Regulations, as each may be duly amended from time to time. Such uses and changes in uses of the Common Elements and all determinations of the Condominium Board or Residential Board Members (as applicable) with respect thereto shall nevertheless be subject and subordinate to:

(a) the other Sections of this Article 10 and Articles 11, 12 and 13 below; and

(b) Sponsor's/Commercial Owners' Rights set forth in the Plan and the Condominium Documents, which are superior, paramount and take preference over the rights of the Condominium Board and other Unit Owners to Use and Enjoy the Common Elements.

Any dispute as to the uses or changes in uses of the Common Elements shall be resolved by arbitration pursuant to the By-Laws.

Section 10.4 New Installations Affecting Common Elements, Sidewalks and Vault.

Section 10.4.1 Right to Install Subject to the compliance with the Installation Requirements set forth below:

(a) Sponsor (while Sponsor owns any Unsold Unit) and the Commercial Unit Owners shall each have the right, Freely and Without Consent, Payment or Restriction (other than compliance with the Installation Requirements set forth in Section 10.4.2 below), to construct and install new, different and/or substitute Equipment and related Installations in, on and along the non-public portions (including concealed shafts, conduits or other space comprising the non-public portions of the Common Elements) of the General Common Elements, the Residential Common Elements and the Residential/Office Common Elements (including, for example, installing Commercial Equipment serving exclusively a Commercial Unit in the Building service rooms in the cellar level and installing Communications Equipment and Other Installations pursuant to Section 11.14 below in, on and along any of the Building service rooms or areas in the cellar, the egress stairs, the unutilized area on the Cupola/Mezzanine level and its appurtenant Roof Structures (as set forth on the Floor Plans only) (including the egress stairs and elevator equipment bulkhead), and the Building Walls), as well as the Immediately Adjacent Sidewalks to the Property, which Equipment and related Installations: (a-1) shall be for the use, service and/or benefit of the following: (a-1.1) if installed by Sponsor: the Owners and Permitted Tenants/Occupants/Invitees of Unsold Units, or the Building or any portion thereof, or (a-1.2) if installed by a Commercial Unit Owner: said Commercial Unit Owner and its Permitted Tenants/Occupants/Invitees; or (a-2) shall provide telephone, television, Internet and all other kinds of communication and information services to Building residents and occupants or to the general public

(whether via cable, satellite or other communication devices);

(b) each Commercial Unit Owner shall have the additional right, Freely and Without Consent, Payment or Restriction (other than compliance with said Installation Requirements set forth below), to construct and install in and on an unutilized portion of the Cupola/Mezzanine level and its related Roof Structures (indicated on the floor plans only) (including the egress stairs and elevator equipment bulkhead) and along the Building Walls, new, different or substitute Equipment and related Installations that are for the exclusive use, service and/or benefit of such Commercial Unit or the Owner or Permitted Tenants/Occupants/Invitees of such Commercial Unit; and

the Condominium Board shall have the right to construct and install in or on the Common Elements and the Immediately Adjacent Sidewalks to the Residential Space new, different and/or substitute Equipment and related Installations for the use, service and/or benefit of all or certain Units or the Owners or Permitted Tenants/Occupants/Invitees of such Units.

Section 10.4.2 Installation Requirements Subject to obtaining the prior written Discretionary Approval or Consent of the Condominium Board or the Owner of the affected Unit, respectively, in each instance all of the foregoing Installations shall be performed in accordance and compliance with all of the following "**Installation Requirements**": (a) the requirement to comply with the applicable Work Requirements set forth in Section 15.2 below; and (b) the requirement to not prevent access to, nor overload or materially impair the proper and efficient performance, function, capacity or utility of the Equipment and Installations then comprising the Common Elements or a Unit.

Section 10.5 New Connections to Common Elements

Each Unsold Unit Owner (including Sponsor) and each Commercial Unit Owner, and their respective Agents, Employees and Contractors, shall have the right, from time to time, Freely and Without Consent, Payment or Restriction (other than the requirement to comply with the Installation Requirements set forth in Section 10.4.2 above): (a) to connect Equipment and related Installations now or hereafter part of such Owner's Unsold Unit or Commercial Unit (as applicable) to the Equipment and Installations comprising at any time the Common Elements; (b) to thereafter Maintain, Repair, Alter and otherwise Operate such newly connected Equipment and Installations; and (c) to reasonably access the Common Elements in order to perform the Work in connection with the foregoing.

Section 10.6 Residential Common Elements and Residential/Office Common Elements

The Residential Common Elements and the Residential/Office Common Elements shall be for the exclusive or substantially exclusive Use and Enjoyment in common by only the Owners and Permitted Tenants/Occupants/Invitees of the Residential Units (in the case of the Residential Common Elements) and the Residential and Office Units (in the case of the Residential/Office Common Elements) respectively in accordance with the purposes for which they are reasonably suited, capable, designed and intended, without hindering the exercise of, or encroaching upon, the rights of other Unit Owners. Neither the Residential Common Elements nor the Residential/Office Common Elements shall be used in a manner that is a nuisance or an unreasonable annoyance to the Owners and Permitted Tenants/Occupants/Invitees of any Units or an unreasonable interference with the peaceful possession and permitted Use and

Enjoyment of any Units, or any other Prohibited Uses. The uses and changes in use of the Residential Common Elements or Residential/Office Common Elements shall be determined by the Residential Board Members (or the Residential and Commercial Board Members in the case of a Residential/Office Common Element) on behalf of the Condominium Board. Such exclusive Use and Enjoyment of the Residential Common Elements or Residential/Office Common Elements shall nevertheless be subject and subordinate to: (a) compliance with this Declaration (including in particular (but not limited to) Sections 10.2, 10.5 and 10.9 hereof and Articles 11, 12 and 13 below) and the By-Laws; (b) the right of the Residential Board Members to amend from time to time the Rules and Regulations governing the use thereof by the Owners and Permitted Tenants/Occupants/Invitees of Sold Residential Units (but not governing the use thereof by Unsold Residential Units); and (c) certain restrictions, as well as certain rights and easements reserved to Sponsor and granted to the Condominium Board, Unsold Unit Owners, the Commercial Unit Owners and other Persons, all as and to the extent set forth in this Declaration, the By-Laws, the Plan and the Condominium Act, including Sponsor's/Commercial Owners' Rights set forth in the Plan and the Condominium Documents, which are superior, paramount and take preference over the rights of the Condominium Board and Sold Residential Unit Owners to Use and Enjoy the Residential Common Elements.

Section 10.7 Residential Limited Common Elements

The Residential Limited Common Elements (if established) shall be for the exclusive or substantially exclusive Use and Enjoyment by only the Owners of the Residential Units to which same are appurtenant, and the Permitted Tenants/Occupants/Invitees of such Residential Units in accordance with the purposes for which they are reasonably suited capable, designed and intended, without hindering the exercise of or encroaching upon the rights of other Unit Owners. The Residential Limited Common Elements (if established) shall not be used in a manner that is a nuisance or an unreasonable annoyance to the Owners and Permitted Tenants/Occupants/Invitees of any Units or an unreasonable interference with the peaceful possession and permitted Use and Enjoyment of any Units, or any other Prohibited Uses. The uses and changes in use of the Residential Limited Common Elements (if established) shall be determined by the Residential Board Members on behalf of the Condominium Board. Such exclusive or substantially exclusive Use and Enjoyment of the Residential Limited Common Elements (if established) shall nevertheless be subject and subordinate to: (a) compliance with this Declaration (including in particular (but not limited to) Sections 10.2, 10.5 and 10.9 hereof and Articles 11, 12 and 13 below) and the By-Laws; (b) the right of the Residential Board Members to establish and amend from time to time Rules and Regulations (apart from the existing Rules and Regulations appended to the By-Laws) governing the use thereof by the Owners and Permitted Tenants/Occupants/Invitees of the applicable Residential Units; and (c) certain restrictions, as well as certain rights and easements reserved to Sponsor and granted to the Condominium Board, Unsold Unit Owners, the Commercial Unit Owners and other Persons, all as and to the extent set forth in the Plan, this Declaration, the By-Laws and the Condominium Act, including Sponsor's Rights set forth in the Plan and the Condominium Documents, which are superior, paramount and take preference over the rights of the Condominium Board and other Unit Owners to Use and Enjoy the Common Elements.

Section 10.8 Individual Limited Common Elements

Each Individual Residential Limited Common Element (if established pursuant to Section 13.1 below) will be for the exclusive or substantially exclusive Use and Enjoyment of the Owner of the Residential Unit to which same is appurtenant and such Owner's Permitted Tenants/Occupants/Invitees in accordance with the purpose for which it is reasonably suited,

capable, designed and intended. Such exclusive or substantially exclusive Use and Enjoyment of an Individual Residential Limited Common Element shall nevertheless be subject and subordinate to: (a) compliance with this Declaration (including in particular (but not limited to) Sections 10.2 and 10.9 hereof and Articles 11, 12 and 13 below) and the By-Laws; (b) the right of the Residential Board Members to amend from time to time the Rules and Regulations governing the use thereof by such Owner and such Owner's Permitted Tenants/Occupants/Invitees; and (c) certain restrictions, as well as certain rights and easements reserved to Sponsor and granted to the Condominium Board, the Unsold Unit Owners, the Commercial Unit Owners and other Persons, all as and to the extent set forth in this Declaration, the By-Laws, the Plan and the Condominium Act, including Sponsor's/Commercial Owners' Rights set forth in the Plan and the Condominium Documents, which are superior, paramount and take preference over the rights of the Condominium Board and Unit Owners to Use and Enjoy the Limited Common Elements.

Each Individual Commercial Limited Common Element (if established pursuant to Section 13.1 below) will be for the exclusive or substantially exclusive Use and Enjoyment of the Owner of the Commercial Unit to which same is appurtenant and such Owner's Permitted Tenants/Occupants/Invitees in accordance with the purpose for which it is reasonably suited, capable, designed and intended. Such exclusive Use and Enjoyment of an Individual Commercial Limited Common Element shall nevertheless be subject and subordinate to: (a) compliance with this Declaration (including in particular (but not limited to) Sections 10.2 and 10.9 hereof and Articles 11, 12 and 13 below) and the By-Laws; (b) the right of the Commercial Board Members to establish and amend from time to time Rules and Regulations (apart from the existing Rules and Regulations appended to the By-Laws) governing the use thereof by the Owners and Permitted Tenants/Occupants/Invitees of Commercial Units; and (c) certain restrictions, as well as certain rights and easements reserved to Sponsor and granted to the Condominium Board, Unsold Unit Owners, Commercial Unit Owners and other Persons, all as to the extent set forth in this Declaration, the By-Laws, the Plan and the Condominium Act, including Sponsor's/Commercial Owners' Rights set forth in the Plan and the Condominium Documents, which are superior, paramount and take preference over the rights of the Condominium Board and Unit Owners to Use and Enjoy the Common Elements.

Section 10.9 Sponsor's Rights to Use Common Elements and Immediately Adjacent Sidewalks

Sponsor hereby reserves for itself (while Sponsor owns any Unsold Residential Unit) and grants to each and every Unsold Residential Unit Owner (while such Owner owns said Unit) and to the tenants and occupants of Unsold Residential Units who are expressly so authorized in writing by the applicable Owners of such Unsold Residential Units, and the Agents, Employees and Contractors of each of the foregoing, the right and easement to use the Common Elements (including in particular, but not limited to: the Building Walls; the Cupola/Mezzanine level and Roof Structures; the Roof of the egress stairs and elevator equipment bulkheads; the 141 Fifth Avenue Public Areas; and other portions of the Residential Common Elements and portions of the General Common Elements), the Immediately Adjacent Sidewalks to the Property and the General Vault serving the Property in connection with: (a) the construction, equipping and outfitting of the Building (including the Units and the Common Elements) in accordance with Sponsor's Plans and Specifications; (b) any Work undertaken by Sponsor pursuant to the Plan, a Plan Amendment or a Purchase and Sale Agreement; and (c) the permitted Use and Enjoyment (including Promotion and Operation) of its Unsold Residential; (d) any Storage Bin which has not been licensed in accordance with this Declaration, the By-Laws and the Plan.

The foregoing right and easement reserved to Sponsor shall be superior, paramount and take preference over the foregoing right and easement granted to each Unsold Residential Unit Owner and all rights of use thereof by the Condominium Board and other Unit Owners. Sponsor, each Unsold Residential Unit Owner and said authorized tenants, occupants, Agents, Employees and Contractors may exercise and perform their respective rights and easements in this Section 10.9 Freely and Without Consent, Payment or Restriction (other than compliance with Section 10.2 above). Nothing herein shall prevent a Unit Owner or such Owner's Permitted Tenants/Occupants/Invitees from using the Building's Immediately Adjacent Sidewalks for ordinary pedestrian passage or the 141 Fifth Avenue Public Areas for ordinary ingress and egress to and from Units.

Section 10.10 Building's Walls and Immediately Adjacent Sidewalks

Sponsor hereby reserves for itself (while Sponsor owns any Unsold Residential Unit) and grants to each and every Unsold Residential Unit Owner (while such Owner owns said Unit) and to the tenants and occupants of Unsold Residential Units who are so expressly authorized in writing by the applicable Owners of such Unsold Residential Units, the right and easement to use the portions of the Building Walls that enclose the Residential Space (which are included in the Residential Common Elements), the General Common Elements and the Immediately Adjacent Sidewalks to the Property for all lawful purposes in connection with the permitted Use and Enjoyment (including Promotion and Operation) of its Units. The Commercial Unit Owners and the tenants and occupants of each Commercial Unit who are so expressly authorized in writing by the Owner of such Commercial Unit, shall each have the right and easement to the exclusion of all Unit Owners to use those portions of the Building Walls that enclose such Owner's Commercial Unit and the portions of the Immediately Adjacent Sidewalks to such Commercial Unit for all lawful purposes in connection with the permitted Use and Enjoyment of its Commercial Unit. The foregoing right and easement reserved to Sponsor and Commercial Unit Owners, respectively to use the Building Walls, the General Common Elements (in the case of the Sponsor and the Commercial Unit Owners) and said Immediately Adjacent Sidewalks shall be superior, paramount and take preference over the foregoing exclusive right and easement granted to each Unsold Residential Unit Owner, the Condominium Board and said authorized Owners, tenants and occupants of Sold Residential Units. Sponsor, each Unsold Residential Unit Owner, the Commercial Unit Owners and the Condominium Board may exercise and perform their respective rights and easements in this Section 10.10 Freely and Without Consent, Payment or Restriction (other than compliance with Section 10.2 above), but the rights and easements in favor of the Condominium Board shall be subject and subordinate to the rights of Sponsor, each Unsold Unit Owner and each Commercial Unit Owner set forth herein. Nothing herein shall prevent a Unit Owner or such Owner's Permitted Tenants/Occupants/ Invitees from using the Immediately Adjacent Sidewalks to the Property for ordinary pedestrian passage.

Section 10.11 Permitted Uses of Building Walls and Immediately Adjacent Sidewalks

The foregoing right and easement in Section 10.10 above to use the Building Walls and the Immediately Adjacent Sidewalks to the Property include the right, easement and duty, at the sole Cost and Expense of the applicable Party, to erect, install, Maintain, Repair, Alter and otherwise Operate any kind of one (1) or more Signs thereon and therein in accordance with Section 10.19 below as well as any objects, structures, extensions and enclosures thereon and

therein. Sponsor, an Unsold Residential Unit Owner, a Commercial Unit Owner or the Condominium Board (as applicable), and said authorized tenant or occupant of an Unsold Residential Unit or a Commercial Unit (as applicable), may exercise and perform such right and easement Freely and Without Consent, Payment or Restriction, other than the requirement to comply with Section 10.2 above. All Costs and Expenses incurred by the Condominium Board (on behalf of the Residential Space) in connection with the exercise and performance of the right and easement in Section 10.10 above with respect to the Building Walls and said Immediately Adjacent Sidewalks shall be part of the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance and compliance with the Special Allocation and Apportionment Rule and Section 339-m.

Section 10.12 Permitted Uses of Vaults

The Condominium Board (in the case of the General and the Residential Vaults) and the Retail Unit Owner (in the case of the Retail Vaults):

(a) shall have the right, Freely and Without Consent, Payment of Restriction (except as herein expressly provided) to use its Vault(s) for any lawful purpose, including housing of existing as well as new, additional, substitute and other Installations related to the permitted Use and Enjoyment of the Units and the Common Elements (in the case of the General Vault) or the Retail Unit (in the case of the Retail Vaults);

(b) shall have the duty to pay any governmental vault tax, fee or charge imposed or levied with respect to is Vault(s); and

(c) the right and duty, at its sole Cost and Expense, to maintain, Repair and Alter its Vault(s) and the Installations now or hereafter housed therein (other than the Installations, if any, comprising part of the General Common Elements or Residential Common Elements, which shall be the responsibility of the Condominium Board).

The amounts payable by the Condominium Board with respect to the General Vault in accordance with the foregoing shall be part of the General Common Expenses, which shall be allocated and assessed to all Unit Owners and apportioned among them Pro Rata to their respective Common Interests. Any amounts payable for any Residential Vault shall be part of the Residential Common Expenses and charged to only all Residential Unit Owners Pro Rata to their respective Common Interests. All new Installations in a Vault shall be made and performed in accordance with the Installation Requirements set forth in Section 10.4 above. The Condominium Board, the Retail Unit Owner, and their respective authorized Agents, Employees and Contractors, shall be given reasonable access to such Party's Vault(s) through and across the Common Elements in order to inspect, use, Maintain, Repair, Alter and otherwise Operate same and the Installations housed therein.

Section 10.13 Permitted Uses and Occupancy of Sold Residential Units

Each Sold Residential Unit may be used only as a private one-family dwelling and incidental home occupations allowed by Law, and for no other purpose, and shall be occupied in accordance with all applicable Laws and the requirements of the By-Laws, which limit occupancy of Sold Residential Units to its Owner and the Owner's "household" (as defined below) and (for a limited period) temporary non-paying guests, or a permitted tenant of such Owner, or a permitted subtenant of such permitted tenant, and members of such permitted tenant's or permitted subtenant's household (collectively, "**Occupancy Requirements**"). The term "**household**" includes the following to the extent not prohibited by Law: the Owner's immediate family or an unrelated companion and such companion's dependent children, and domestic employees. If the Owner or a permitted tenant is an Entity, then occupancy by a Related Party of such Entity shall be permitted as occupancy by the Owner or said permitted tenant or subtenant.

Each Sold Residential Unit shall be used in compliance with Section 10.2 above and the other provisions of this Declaration, the By-Laws and the Rules and Regulations, as each may be amended from time to time, including the following requirements and restrictions:

(a) at least eighty percent (80%) of the Sold Residential Unit's indoor floor areas other than kitchen, pantry (if any), bathroom(s), powder room and closets) shall be carpeted or otherwise covered with an equally effective noise reducing material;

(b) singing and practicing musical instruments shall not be allowed before 9:00 a.m. and after 10:00 p.m.;

(c) none of the following shall be allowed: breeding animals or pets for commercial purposes; keeping dangerous or poisonous reptiles, insects or animals; harboring more than a total of four (4) domestic dogs and cats per Sold Residential Unit;

(d) any permitted pet whose behavior is a nuisance to occupants of other Units or is the cause of an unsanitary condition or an offensive odor affecting occupants of other Units or the Common Elements shall be removed unless such behavior or condition is corrected within fifteen (15) calendar days after written notice thereof is given;

(e) all Repairs or Alterations shall be made in compliance with the requirements of the Condominium Documents;

(f) the surface of the glass of windows or a shall not be painted, colored or otherwise covered and all window shades, blinds, curtains and other treatments shall be light colored or have light colored backings facing the outdoors in conformity with the rules and regulations established from time to time by the Condominium Board and Sponsor (during only the Sponsor Veto Control Period);

(g) the windows (including panes, mullions, sashes and latches) of, and Unit entrance doors (including hardware and saddles) to, a Sold Residential Unit or its appurtenant Balcony or Terrace or , if any, shall not be replaced or otherwise Altered without obtaining the prior written Discretionary Approvals or Consents of both Sponsor (during only the

Sponsor Veto Control Period and until the permanent Certificate of Occupancy of the Building issues) and the Condominium Board;

(h) in order to protect the structural integrity and weather tightness of the Building and the safety of lower floors as well as the Immediately Adjacent Sidewalks to the Property, and to preserve the architectural and aesthetic harmony of the Building Walls and minimize possible unsightliness, the Balcony or Terrace appurtenant to a Sold Residential Unit, and the parapets, copings, wall guards, railings and all other Balcony Structures or Roof Structures (as applicable) in, under and enclosing such Balcony or Terrace (as applicable) may not be Altered or enclosed, and no fence, partition, plants, landscaping, furnishing, Decorations, planters, structures or objects (collectively, "**Balcony/Terrace Objects**") shall be constructed, installed or placed on or in a Balcony or Terrace, without obtaining the prior written Discretionary Approvals or Consents of both Sponsor (during only the Sponsor Veto Control Period and until the permanent Certificate of Occupancy of the Building issues) and the Condominium Board;

(i) barbecuing in Units or on a Balcony or Terrace shall not be allowed;

(j) if at the time of occupancy of a Unit no pavers or other protective flooring or covering constituting a Unit's Terrace is installed to safeguard the Roof adjacent to such Unit, then said adjacent Roof shall not be walked upon, nor shall any Balcony/Terrace Objects be placed thereon, unless the Owner of such Unit or Sponsor (as applicable), at the sole Cost and Expense of such applicable Party, shall first install pavers or other protective flooring or covering that safeguards said Roof in accordance with Sponsor's Plans and Specifications; if Sponsor is not the Party required to install such pavers, then the applicable Unit Owner shall install the pavers or other required protective flooring or covering in accordance with the Unit Alteration Requirements set forth in Section 5.2.4 of the By-Laws and subject to obtaining the prior written Reasonable Approvals or Consents of both Sponsor (during only the Sponsor Veto Control Period and until the permanent Certificate of Occupancy of the Building issues) and the Condominium Board; and such pavers or other protective floor or covering shall not be removed, Altered or penetrated without first obtaining both the Discretionary Approval or Consent of Sponsor (during only the Sponsor Veto Control Period and until the permanent Certificate of Occupancy of the Building issues) and the Reasonable Approval or Consent of the Condominium Board;

(k) radio or television antenna or satellite dishes and other communication devices shall not be installed on or projected from windows, Balconies, Terraces, Building Walls, Roofs, or Roof Structures, other than an area of the Cupola/Mezzanine level, excluding a Terrace, specifically dedicated by the Condominium Board for such purpose, if any (this restriction is subject to applicable Law, if any, expressly prohibiting such restriction); and "For Sale" or "For Rent" or other Signs shall not be installed on, or otherwise displayed from, a Sold Residential Unit's windows, Balcony or Terrace (as applicable) or other areas thereof that are visible from the street; and

(l) a duplicate key to all locks on entrance doors of the Unit shall be given to the Condominium Board or the Building's superintendent or the Managing Agent.

Section 10.14 Use of Storage Bins

The use of a Storage Bin is restricted to Sponsor or the Owner of a Residential Unit. A Purchaser of a Residential Unit may obtain the right pursuant to a Storage Bin License Agreement to use a Storage Bin. A Storage Bin may only be used in conformity with the Storage Bin License Agreement. Each Storage Bin shall be used only for accessory storage of noncombustible materials or materials that do not burn rapidly of its Owner and the permitted tenants and occupants of such Owner's Sold Residential Unit in accordance with applicable Laws, and for no other purpose. These restrictions shall not apply to Storage Bins held by Sponsor, which may be used for any lawful purpose. In no event shall an article or material be brought or stored in any Storage Bin that poses a threat to the life, health or safety of the Unit Owners or other occupants of the Building, causes the emission of noxious odors, dirt or other unsanitary conditions or otherwise creates a nuisance.

Section 10.15 Permitted Uses of Unsold Units and the Retail Unit

The requirements and restrictions set forth above or elsewhere in this Declaration, the By-Laws and the Rules and Regulations with respect to Sold Units are not applicable to Unsold Residential Units or the Commercial Units, each of which may be used or changed to be used for any lawful purposes, other than applicable Prohibited Uses. The permitted uses of Unsold Residential Units include as models and offices for the sale, Promotion, rental, Operation and management of Unsold Residential Units.

Subject and subordinate to Existing Leases of space in the Retail Unit at the date of recording this Declaration, the Retail Unit (including the portions of the Office Unit, if any, that may be combined with the Retail Unit) may be used, and changed to be used from time to time, for any one or more lawful purposes, except no portion of the Retail Unit shall be leased, licensed or otherwise be used by the Owner or any tenant, licensee or occupant of the Retail Unit for any Prohibited Uses or any of the following uses (collectively, "**Offensive Retail Uses**"): (a) a supermarket, delicatessen, grocery store, bar, restaurant and/or the sale of any food or beverages (other than the incidental sale of food and beverage in connection with a permitted use, which shall be permitted); (b) the business of photographic reproductions and/or offset printing; (c) an employment or travel agency; (d) a check cashing business; (e) a nightclub; (f) a bowling alley and/or pool and/or billiard hall; (g) a school or classroom; (h) a drug store (other than a national drug store chain similar to Walgreens or CVS, which shall be permitted, but not a Duane Reade or similar drug store, which shall not be permitted;(i) conduct of an auction; (j) gambling activities; (k) dry cleaning; (l) manufacturing; (m) the conduct of obscene, pornographic or similar disreputable activities; (n) residential use; (o) any uses or activities generally prohibited in a building containing mixed retail and first class residential uses, regardless of permitted uses under applicable zoning Laws. All existing uses of the Retail Unit at the date of recording this Declaration are permitted uses. All leases for space in the Retail Unit entered into after the expiration or sooner termination of the Existing Lease for such space (if any), as such Existing Lease may be extended or renewed in accordance with an option or right contained therein, shall automatically be subject and subordinate to the provisions of this Section 10.15 and the restrictions against Prohibited Uses and Offensive Retail Uses.

Such permitted uses of the Unsold Residential and the Commercial Units may be noisy, emit odors, involve heavy traffic and cause other effects that need not be compatible with the primary use of the Building for dwelling purposes. The Condominium Board and the other Unit Owners will not have the right to approve the use or any changes in the use, or the tenants, occupants

or Operation of, or the business conducted in, the Unsold Residential Units or the Commercial Units, or any portions thereof.

Sponsor, each Unsold Unit Owner and each Commercial Unit Owner shall have the exclusive right to make all determinations concerning the use, appearance, occupancy, rental and Operation of, and all Unit Changes to, such Owner's Unit and all portions thereof, Freely and Without Consent, Payment or Restriction, other than the requirement to comply with Section 10.2 above and this 10.15 and to pay Common Charges and Special Assessments in accordance with the Condominium Documents.

Section 10.16 **Permitted Uses of Office Unit** Subject and subordinate to any existing lease affecting the Office Unit as of the date of this Declaration, the Office Unit may be used, and changed to be used from time to time, for any one or more lawful business, office, professional, commercial or retail purposes, except no portion of the Office Unit shall be leased, licensed or otherwise be used by the Owner or any tenant, licensee, or occupant of the Office Unit for any of the Prohibited Uses; "Offensive Office Uses" or Offensive Retail Uses (as defined in Section 10.15 above). The term "**Offensive Offices Uses**" shall mean: (i) offices of any governmental agency or quasi-government agency, including with respect to any foreign government or the United Nations, an embassy or consulate office, or any agency or department of the foregoing; (ii) abortion clinics and other medical offices (other than dental) or other therapeutic or diagnostic services; (iii) travel or employment agencies; (iv) manufacture, distribution or sale of pornography; (v) dry cleaning plants (as opposed to dry cleaning and laundry stores which do not perform, on site, dry cleaning services; (vi) establishments whose primary sales on their premises are alcoholic beverages; (vii) foreign governments and any entity that is entitled to sovereign immunity; (viii) military recruitment office; (ix) manufacturing, and (x) any use that would violated any legal requirement for the building or that is illegal; (xi) use by a religious institution to the extent permitted by applicable law, and (xii) a school or classroom.

All existing uses of the Office Unit at the date of recording this Declaration are permitted uses. All leases for space in the Office Unit entered after the expiration or sooner termination of the Existing Lease for such space (if any), as such Existing Lease may be extended or renewed in accordance with an option or right contained therein, shall automatically be subject and subordinate to the provisions of this Section 10.16 and the restrictions against Prohibited Uses, Offensive Office Uses and Offensive Retail Uses. The Office unit shall not be used for residential purposes without obtaining the prior written Discretionary Approval or Consent of a majority of those Residential Board Members attending a duly constituted meeting of the Residential Board Members. The Condominium Board, its members officers, agents and employees, and Residential Unit Owners (all the foregoing are collectively, "**Non-Consenting Parties**") shall not be liable for failing to give said approval or consent and the Owner of Office Unit or any other Person shall not have any Claim or right to assert a Claim against any of the Non-Consenting Parties based thereon.

Section 10.17 **Compliance with Laws**

Each Unit Owner, at such Owner's sole Cost and Expense, shall comply with all Laws applicable to such Owner's Unit and (if established) its appurtenant Individual Limited Common Element, including Laws governing use, occupancy, Maintenance, Repairs, Alterations and violations noted or issued with respect to such Owner's Unit and (if established) its appurtenant Individual Limited Common Element, and conditions constituting violations, whether or not noted

or issued, other than violations or conditions expressly stated in this Declaration or the By-Laws to be Repaired, cured or corrected by the Condominium Board.

Section 10.18 Changes in Use of Unsold Units and Commercial Units
Subject to those other provisions contained herein, Sponsor, each Unsold Unit Owner and each Commercial Unit Owner shall each have the right to change the use of its Unit from time to time. Notwithstanding the previous sentence, the Office Unit may not be changed so that it may be used for residential use without the consent of the Condominium Board. The foregoing right to change each use of an Unsold Unit or a Commercial Unit: (a) includes the right to obtain an Alteration permit or notice or an amended or new Certificate of Occupancy for the Building, or a special permit or other appropriate Government Document required for such change in use and a zoning variance to authorize such change in use; and (b) may be exercised and performed Freely and Without Consent, Payment or Restriction, other than the requirement to comply with Section 10.2 above.

Section 10.19 Property Name and Signage
Section 10.19.1 **Property Name** The Property shall be operated under such name as the Condominium Board shall determine in its sole judgment, except the name of the Owner of the Retail Unit or Office Unit or any tenant or occupant thereof shall not be used without obtaining the prior written Discretionary Approval or Consent of such party. The Owner of the Retail Unit shall have the right to operate the space comprising the Retail Unit under the name of the Property chosen by the Condominium Board or such other name as the Retail Unit Owner shall determine in its sole judgment.

Section 10.19.2 **Building Lobby and Elevator Signage** The Condominium Board shall control and have the exclusive right to determine, in its Reasonable Judgment, all Signage on the exterior of the Building (excluding the Storefronts, entrances and other portions of the Building Walls comprising part of the Retail Unit) relating to only the Residential Space or the Residential Common Elements or Residential/Office Common Elements, and all Signage and tenant directories located in the Building's lobby and the elevators comprising the Common Elements, subject, however, to compliance with the next sentence and Section 10.19.4 below, and subject further to compliance with the terms of existing leases of the Office Unit at the date of recording this Declaration ("**Existing Office Unit Leases**") and the rights of tenants thereunder. The Condominium Board: (a) shall maintain a registry of the tenants and occupants from time to time of the Office Unit (b) shall issue Building security passes or identity cards to those tenants and occupants who register which will allow them easy access to the elevators serving floor 2; and (c) shall maintain a tenant directory in the lobby of the Building or a lobby attendant to direct visitors and messengers to the tenants and occupants of the Office Unit who have registered with said Owner or the Board (as applicable).

Section 10.19.3 **Retail Unit Signage** The Owner of the Retail Unit shall control and have the exclusive right to determine all Signage on the exterior of the Building, including all outdoor and indoor Signage on the Storefronts and entrances to the stores located in the Retail Unit and all Signage on the Building Walls that are part of the Retail Unit (which consist of the Building Walls enclosing the Retail Unit from ground level to a horizontal plane immediately below the floor 2 windows or window sills), and to make all changes to existing Signage and add new Signage from time to time, at its sole Cost and Expense, subject, however, to compliance with Section 10.19.4 below and the following: (a) the proposed Signage to be erected and

installed after the recording of this Declaration (including proposed new Signage and changes in Signage) shall comply with all applicable Laws (including the applicable zoning ordinance and the Landmark Law, if and to the extent applicable); (b) the Owner of the Retail Unit shall obtain the approval of the Landmarks Commission before erecting or installing the proposed Signage, if and to the extent required by the Landmark Law; (c) plans and specifications of the proposed Signage (including new Signage and changes in Signage) shall be delivered to the Condominium Board prior to being delivered to the Landmarks Commission or (if the approval of the Landmarks Commission is not required) then prior to such proposed Signage being erected or installed; and (d) during the one-year period following the acceptance of the Offering Plan for filing by the New York Department of Law said plans and specification shall be delivered to the Condominium Board at least ten (10) days prior to being delivered to the Landmarks Commission or (if the approval of the Landmarks Commission is not required) then prior to such proposed Signage being erected or installed.

Section 10.19.4 **Prohibited Signage** The following prohibitions (collectively, "**Prohibited Signage**") shall govern and supersede any provisions contained in this Section 10.19 to the contrary: (a) in no event shall any Signage (including canopies) violate the provisions of any leases of the Retail Unit in effect on the date of recording this Declaration ("**Existing Retail Leases**"); (b) subject to the terms of Existing Retail Leases and Existing Office Unit Leases and the rights of tenants thereunder (which are paramount), flashing signs, action signs, zipper signs, holographic signs, projection signs, blade signs, banner signs, moving signs, audible signs, televised signs and hand lettered signs visible from outside the Building or from the Common Elements shall be prohibited at all times, excluding any Signage existing at the date of recording this Declaration and replacements thereof to the extent such Signage is required or permitted by the terms of any Existing Retail Leases or Existing Office Unit Leases, provided same comply with applicable Laws; and (c) in no such event shall the Owner of the Retail Unit or Office Unit, or any tenants or subtenants thereof, erect or install any proposed new, additional or modified Signage (including canopies) above the height of the floor 2 windows or window sills.

Section 10.19.5 **Maintenance and Repairs** The Signs erected or installed by a Unit Owner (or a tenant, subtenant or occupant of a Unit) or the Condominium Board shall be Maintained and Repaired in a first-quality, neat, clean and safe and hazard-free condition by, and at the sole Cost and Expense of, such Unit Owner or the Condominium Board ("**Responsible Party**") respectively. All Repairs to Signage shall be performed by the Responsible Party in accordance with applicable Laws and as promptly as reasonably and economically practical, taking into account good construction practice. Each Responsible Party (i.e., the Retail Unit Owner with respect to the Retail Unit and the Condominium Board shall be solely responsible for all Signage (including canopies) on its portion of the Property meeting the requirements of all applicable Laws (including the New York City building code, the zoning ordinance and the Landmark Law).

Section 10.20 Limited Power of Attorney

Any application or other document necessary or convenient to Sponsor, an Unsold Unit Owner or a Commercial Unit Owner (as applicable) to obtain an Alteration permit or notice or an amended or new Certificate of Occupancy for the Building or other appropriate Government Document in connection with a change in use of its Unit pursuant to Section 10.18 above, or the erection, installation, Maintenance, Repair, Alteration or other Operation of Signs pursuant to

Section 10.19 above, may be completed, signed and delivered by such Party without the signatures or consents of other Unit Owners or the Condominium Board. Nonetheless, the Condominium Board shall, with reasonable promptness, execute and deliver to said applicable Party any such application or other document as provided in the following Section 10.21 and the Unit Owners and Board hereby grant to Sponsor, each Unsold Unit Owner and each Commercial Unit Owner, severally, an irrevocable, durable power of attorney, "coupled with an interest" and granted for valuable consideration, with full power of substitution, to execute and deliver any such application or other document as attorney-in-fact in the name and on behalf of the Condominium Board and Unit Owners. Such execution and delivery thereof by Sponsor, an Unsold Unit Owner or a Commercial Unit Owner (as applicable) shall not require the consent of the Condominium Board and/or the other Unit Owners. Sponsor, an Unsold Unit Owner or a Commercial Unit Owner who makes such permitted use of the Common Elements or the Immediately Adjacent Sidewalks to the Property pursuant to Section 10.9 above, or submits any application or document pursuant to the foregoing, shall indemnify the Condominium Board, its Board Members, officers, agents, employees and attorneys, and all other Unit Owners from and against any Claims and Liabilities and Expenses arising out of, or in connection with, such use and/or such application or document, as the case may be. Sponsor, such Unsold Unit Owner or such Commercial Unit Owner (as applicable), at its sole Cost and Expense, shall Repair any damage caused by such use of the Common Elements or Immediately Adjacent Sidewalks and (when such use ends) shall restore the affected areas and any Installations to as near as reasonable and economically practical to their former condition before such use began.

Section 10.21 Cooperation of Board

The Condominium Board shall fully cooperate with Sponsor, each Unsold Unit Owner and each Commercial Unit Owner in connection with their respective rights to change the use of their respective Units pursuant to Section 10.18 above and to erect, install, Maintain, Repair, Alter and otherwise Operate Signs pursuant to Section 10.19 above. In furtherance of such cooperation, the Condominium Board shall properly complete, sign, notarize (if required) and return to Sponsor, said Unsold Unit Owner or said Commercial Unit Owner (as applicable), and such Party shall receive, within ten (10) calendar days after written request therefor is hand delivered or mailed to the Condominium Board or Managing Agent, any Government Document required in connection with such change in use (including any Government Document to obtain an Alteration permit or notice or amended or new Certificate of Occupancy for the Building or a zoning variance) or Sign. Sponsor, such Unsold Unit Owner or such Commercial Unit Owner (as applicable):

(a) shall pay or reimburse the Condominium Board for any governmental fees and charges in connection with each such Government Document; and

(b) shall indemnify (with attorneys selected by Sponsor, such Unsold Unit Owner or such Commercial Unit Owner, as applicable) the Condominium Board and its officers, Board Members, employees, agents (including Managing Agent) and attorneys, and all Unit Owners, from and against all Claims and Liabilities and Expenses resulting from the execution of the Government Document, other than any fees or charges of any attorney, architect, engineer or other professional or consultant engaged by the Board to review such Government Documents or to render advice with respect thereto (which shall be borne by the Condominium Board as part of the Residential Common Expenses).

Section 10.22 Construction of Units and Common Elements

Subject to the "Commercial Unit Owner's Rights" (as defined in Section 28.1 below), Sponsor has the right, Freely and Without Consent, Payment or Restriction (other than compliance with Section 10.2 above), at Sponsor's sole Cost and Expense, to construct, Alter and outfit the Residential Units and the Common Elements pursuant to applicable Law, Sponsor's Plans and Specifications and a Purchase and Sale Agreement, in connection therewith, to make all determinations with respect thereto, including all construction specifications, materials and other details. In furtherance thereof, Sponsor and its Agents, Employees and Contractors shall have the right, and shall be given, reasonable access to the Common Elements (including the elevators and other public portions of the Residential Common and Residential Limited Common Elements) in connection with the performance of Sponsor's Plan Obligations, including all Work related thereto in order to obtain a permanent Certificate of Occupancy authorizing the use and occupancy of all Units for their permitted uses under this Declaration. Such access shall be exercised and performed so as to not unreasonably prevent or interfere with, but may temporarily interrupt, the permitted use and Operation of Units. For example, Sponsor shall have the right to temporarily interrupt and discontinue elevator, electrical, water, plumbing and other Building Systems during the course of such Work, but shall give, or cause the Property Manager to give, the affected Unit Owners reasonable advance oral or written notice before so doing (except no notice need be given in the case of an Emergency). In the event of damage to a Unit or the Common Elements caused by Sponsor or its Agents, Employees and Contractors, Sponsor's only obligation will be to Repair and restore the affected area to as near as reasonable and economically practical to its condition immediately before being damaged. In no event will Sponsor or its Agents, Employees or Contractors be liable for actual, consequential, special or other damages or losses based thereon.

Section 10.23 Building Services Provided by Common Elements

The portions of the HVAC/Mechanical/Utility Building Systems, together with the Building entrances, lobby, egress stairs, elevators, corridors, hallways, rooms and areas, serving all Units or both the Office Unit and the Residential Space at the date of this Declaration are hereinafter sometimes called collectively, "**Existing Building Services**". The Existing Building Services also include the following services ("**Breck/Gale Office Services**") provided to the Existing Tenants (a/k/a "Existing Office Leases") of the Office Unit at the sole Cost and Expense of the Condominium Board as a Residential/Office Common Expense:

Office	Existing Tenant	Existing Building Services		
2FS	Breck Media, Inc.	Elevator:	Monday to Friday	8:00 a.m. to 6:00 p.m.
			Saturday	10:00 a.m. to 3:00 p.m.
		Heat:	Monday to Friday	8:00 a.m. to 7:00 p.m.
			Saturday	10:00 a.m. to 3:00 p.m.
		Air Conditioning: All year (tenant controls thermostat)		
		Water (for lavatory purposes)		
		Electricity (billed to Existing Tenant monthly at cost)		
		Window Washing: once a year		

Office	Existing Tenant	Existing Building Services		
2FN	Robert K. Gale, M.D.	Elevator:	Monday to Friday	8:00 a.m. to 6:00 p.m.
			Saturday	8:00 a.m. to 1:00 p.m.
		Heat:	Monday to Friday	8:00 a.m. to 6:00 p.m.
			Saturday	8:00 a.m. to 1:00 p.m.
		Air Conditioning: May 15th to September 30th: Monday to Friday, 8:00 a.m. to 6:00 p.m. (except holidays)		
		Water (for lavatory purposes)		
		Electricity: Tenant pays directly to utility		

The portions of the Existing Building Services serving: (a) all Units or the General Common Elements are part of the General Common Elements; or (b) both the Office Unit and the Residential Space or the Residential/Office Common Elements are part of the Residential/Office Common Elements.

The Residential Board Members of the Condominium Board shall continue to provide all Existing Building Services to the Commercial Units, subject only to the following: (a) temporary disruptions, interruptions or cessations in the Existing Building Services due to Unavoidable Causes, which the Residential Board Members of the Condominium Board shall endeavor to restore in good faith and with reasonable diligence; or (b) the Owner of the Retail Unit or Office Unit notifying the said Residential Board Members or the Property Manager, in writing, that one or more Existing Building Services are no longer required to be provided to the Retail Unit or Office Unit (as applicable), in which event such discontinued Existing Building Services shall be discontinued at no Cost or Expense to the Owners of the Commercial Unit and the General Common Expenses or the Residential or Residential/Office Common Expenses (as applicable) attributable to such discontinued Existing Building Services shall no longer be assessed to the Retail Unit or the Office Unit (as applicable).

ARTICLE 11

EASEMENTS, RIGHTS AND RESTRICTIONS AFFECTING THE COMMON ELEMENTS

Section 11.1 **General Common Elements**

The following Persons are hereby granted easements and rights, in common, for ingress and egress to, from, through, across and on the public and common areas of the General Common Elements and for the general Use and Enjoyment of the General Common Elements in accordance and compliance with Articles 10, 11 and 12 hereof ("**General Common Elements Easements**"), and the General Common Elements shall be subject to such General Common Elements Easements:

(a) each and every Unit Owner and Permitted Tenants/Occupants/ Invitees of Units;

(b) all Board Members and officers of the Condominium Board and all Persons authorized by them, including (to the extent authorized) their Agents, Employees and Contractors,

licensees and invitees; and

(c) all Persons authorized by Sponsor (while Sponsor owns an Unsold Unit), an Unsold Unit Owner or the Commercial Unit Owners, including (to the extent authorized) their respective Agents, Employees and Contractors, licensees and invitees.

Section 11.2 Residential Common Elements

The following Persons are hereby granted easements and rights, in common, for ingress and egress to, from, through, across and on the public and common areas of the Residential Common Elements and for the permitted Use and Enjoyment of the Residential Common Elements in accordance and compliance with Articles 10, 11 and 12 hereof ("**Residential Common Elements Easements**"), and the Residential Common Elements shall be subject to such Residential Common Elements Easements:

(a) each and every Residential Unit Owner and Permitted Tenants/Occupants/Invitees of Residential Units;

(b) all Residential Board Members and officers of the Condominium Board elected by them, and all Persons authorized by them, including (to the extent authorized) their Agents, Employees, Contractors, licensees and invitees;

(c) (in furtherance of the rights and easements granted to the Commercial Unit Owners in Articles 10, 11 and 12 hereof) the Commercial Unit Owners and each such Owner's Permitted Tenants/Occupants/Invitees, and the respective Agents, Employees and Contractors, and licensees, of each of the foregoing (including utility and telecommunications providers); and

(d) (in furtherance of the rights and easements reserved to Sponsor and granted to Unsold Residential Unit Owners in Articles 10, 11 and 12 hereof) Sponsor and Sponsor's Related Parties and Sponsor's authorized Agents, Employees and Contractors, licensees and invitees (including utility and telecommunications providers, brokers and prospective Purchasers and renters of Unsold Residential Units).

Section 11.3 Residential/Office Common Elements

The following Persons are hereby granted easements and rights, in common, for ingress and egress to, from, through, across and on the public and common areas of the Residential/Office Common Elements (if established) and for the permitted Use and Enjoyment of the Residential/Office Common Elements in accordance and compliance with Articles 10, 11 and 12 hereof ("**Residential/Office Common Elements Easements**"), and the Residential/Office Common Elements shall be subject to such Residential/Office Common Elements Easements:

(a) each and every Residential and Office Unit Owner and Permitted Tenants/ Occupants/Invitees of a Residential or Office Unit; and

(b) the Residential and Office Board Members and the officers of the Condominium Board elected by such Board Members, and all Persons authorized by the Residential and

Office Board Members and said officers, including (to the extent authorized) their Agents, Employees and Contractors, licensees and invitees.

Section 11.4 Mutual Rights

Each of the Persons granted General Common Elements Easements, Residential Common Elements Easements or Residential/Office Common Elements Easements shall mutually Use and Enjoy the applicable Common Elements in a manner that does not unreasonably exclude, prevent, interfere with, hinder or encroach upon the easements and rights of fellow Persons to whom such easements have been granted.

Section 11.5 Individual Limited Common Elements

Each of the following Persons is hereby granted an easement and right for the exclusive or substantially exclusive permitted Use and Enjoyment of the Individual Limited Common Element appurtenant to a specified Residential Unit or Commercial Unit (if established) in accordance and compliance with Articles 10, 11 and 12 hereof (**"Individual Limited Common Elements Easement"**), and the Individual Limited Common Elements shall be subject to such Individual Limited Common Elements Easement: the applicable Owner of such Unit and Permitted Tenants/Occupants/Invitees of the Unit.

Section 11.6 Subordination

The easements and rights reserved to Sponsor and granted to each Unsold Unit Owner and the Commercial Unit Owners for the permitted Use and Enjoyment, access or otherwise with respect to the Common Elements, as stated in this Declaration in Article 10, elsewhere in this Article 11 and Articles 12 and 13, are paramount, superior and take preference over all of the easements and rights granted in Sections 11.1 through 11.3 above (the latter Sections being subject and subordinate to such easements and rights in favor of Sponsor, each Unsold Unit Owner and each Commercial Unit Owner as set forth therein). In addition, the Common Elements are subject to, and all of the easements and rights granted in Sections 11.1 through 11.3 and 11.5 above are subject and subordinate to:

(a) the requirements and prohibitions as to the Use and Enjoyment of the Common Elements set forth in Section 10.2 above;

(b) the rights and obligations of the Condominium Board to properly Maintain, Repair, Alter and otherwise Operate the Common Elements and the Building in accordance and compliance with this Declaration, the By-Laws and the Rules and Regulations, as each may be duly amended from time to time;

(c) the easements and rights reserved to Sponsor and granted to the Condominium Board, Unsold Unit Owners, the Commercial Unit Owners and other Persons elsewhere in this Article 11 and in Article 12 below;

(d) the encroachments set forth in Article 12 below; and

(e) an easement and right hereby reserved to Sponsor (while Sponsor owns any Unsold Unit) and granted to each Unit Owner for the exclusive use of that portion of the Common Elements that is incorporated in or made part of the Owner's Unit pursuant to

Article 13 below.

Section 11.7 Easements Affecting Common Elements for Ingress, Egress, Access and Use

Sponsor hereby reserves for itself (while Sponsor owns any Unsold Unit) and grants to each and every Unsold Unit Owner and Commercial Unit Owner (while each such Owner owns said Unit), and their respective tenants who are so expressly authorized in writing by Sponsor, an Unsold Unit Owner or a Commercial Unit Owner (as applicable), as well as their respective authorized Agents/Employees/ Contractors, invitees and licensees, easements and rights of ingress and egress to, from, through, across and on, access to, and use of the Common Elements (including both the General Common Elements and the Residential Common Elements and the Residential/Office Common Elements) for all lawful purposes in connection with the exercise or performance of Sponsor's/Commercial Owners' Rights, Plan Obligations and Tenant Obligations (as provided in Section 12.7 below), as well as the use, occupancy, Maintenance, Repair, Alteration and any other Operation or other Disposition of their respective Unsold Units or Commercial Units (as applicable) and (if established) the Individual Limited Common Elements appurtenant thereto. The easements and rights in this Section 11.7 include: (a) handicap access by tenants, occupants and invitees of the Office Unit for ingress to and egress from the Office Unit via the elevators and 141 Fifth Avenue Public Areas; and (b) a right and easement in favor of the Commercial Unit Owners to install, Maintain, Repair and Alter, from time to time, all manner of Signs to the bottom of the windows of floor 2. All such rights and easements:

(x) may be exercised and performed Freely and Without Consent, Payment or Restriction, other than the requirements: (x-1) to comply with Section 10.2 above; (x-2) not to permanently prevent, nor unreasonably interrupt or interfere with, the permitted Use and Enjoyment of a Sold Unit; and (x-3) to Repair any damage caused by the exercise and performance of such easements and rights so as to restore the damaged area and any Installation to as near as reasonable and economically practical to the condition existing immediately prior to such exercise and performance; and

(y) are superior, paramount and take preference over the easements and rights of the Condominium Board and other Unit Owners to use the General Common Elements and the Residential Common Elements.

Commercial Declarant hereby reserves for itself (while it owns a Commercial Unit) and grants to each and every Commercial Unit Owner (while each such Owner owns its Commercial Unit), and each tenant and " Tenant Parties " (as hereinafter defined) of such Owner's Commercial Unit who are authorized in writing by said Commercial Unit Owner the right and easement of access to, and use of, the service entrance and service elevator for ingress to and egress from each Commercial Unit, both before and after regular business hours , at no additional charge, Cost or Expense. The term " **Tenant Parties**" shall mean the customers, employees, vendees and service providers of a tenant of a Commercial Unit. In furtherance of such right and easement, the applicable Commercial Unit Owner or (at said Commercial Unit Owner's option) said authorized tenant of its Commercial Unit shall be provided with keys and access cards to the service entrance and service elevator.

Section 11.8 Emergency

The Condominium Board and each Unit Owner, such Owner's Permitted Tenants/Occupants/Invitees, and the authorized Agents, Employees and Contractors of each of the foregoing, shall have an easement and right of Emergency ingress and egress to, from, through, across and on the public and common areas of the General Common Elements and (to the extent reasonably necessary) the Residential Common Elements and the Residential/Office Common Elements and such areas of the Common Elements shall be subject thereto.

Section 11.9 Existing Services

Notwithstanding any other provision of this Declaration or the By-Laws to the contrary, the Condominium Board on behalf of all Unit Owners (with respect to the General Common Elements) or on behalf of only all Residential Unit Owners (with respect to the Residential Common Elements) or on behalf of the Residential and Office Unit Owners (with respect to the Residential/Office Common Elements), each Residential Unit Owner (with respect to the Unit's individual Equipment and related Installations serving and part of such Owner's Residential Unit) and each Commercial Unit Owner (with respect to the Commercial Equipment and related Installations serving and part of such Owner's Commercial Unit) shall have easements and rights for: (a) the Use and Enjoyment of any and all Equipment and Installations (including pipes, wires, ducts, cables, conduits, utilities and applicable Building Systems) that, at the date of First Closing of a Residential Unit under the Plan or the issuance of a permanent Certificate of Occupancy of the Building (whichever is the later to occur), serve or benefit all or a portion of the General Common Elements or the Residential Common Elements or the Residential/Office Common Elements or such Owner's Residential Unit or Commercial Unit (as applicable), wherever located in, on or under the Property or Building; and (b) subject to compliance with the applicable Work Requirements contained in Section 15.2 below, for reasonable ingress and egress to, from, through, across and on the Common Elements and (to the extent necessary) the Units in order to Maintain, Repair, Alter and otherwise Operate such Equipment and Installations, and the Common Elements and the Units shall be subject thereto. Such easements and rights include the easement and right of ingress and egress to, from, through, across and on: (a) a Commercial Unit by the Condominium Board and its authorized Agents, Employees and Contractors in order to Maintain, Repair, Alter and otherwise Operate any and all Equipment and Installations comprising the General Common Elements or the Residential Common or Limited Common Elements; and (b) the Common Elements (including, to the extent necessary, elevators, egress stairs and other public portions of the Residential Common or Limited Common Elements) by a Residential Unit Owner or a Commercial Unit Owner (as applicable) and such Owner's authorized Agents, Employees and Contractors in order to erect, install, Maintain, Repair, Alter and otherwise Operate any and all individual Residential Unit's Equipment and related Installations or Commercial Equipment and related Installations serving such Owner's Residential Unit or Commercial Unit (as applicable), including any Commercial Equipment on the cellar levels, or the Cupola/Mezzanine level or the Roof enclosing egress stairs and elevator equipment bulkheads and related Installations that exclusively serve such Owner's Residential Unit or Commercial Unit, as applicable.

All Equipment and Installations of the Residential Space that are located in a Commercial Unit, and vice versa, if any, shall continue to exist in their present locations until the Condominium Board (in the case of the Residential Equipment and Installations) or the Owner of said Commercial Unit (in the case of such Owner's Commercial Equipment and Installations), at such Party's sole Cost and Expense, provides and installs (in accordance with Article 15 below) in other locations approved by the affected Party (i.e., the Residential Board Members in the case of relocation of Residential Equipment and Installations or the applicable Commercial Unit

Owner in the case of relocation of such Owner's Commercial Equipment and Installations) Equipment and Installations approved by the affected Party that are substantially comparable (in efficiency, performance, function, capacity and utility) to those being relocated. All such Costs and Expenses incurred by the Condominium Board shall be part of the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and said Section 339-m.

Section 11.10 Relocation from Vault

In the event The City of New York revokes permission to use the General Vault, Residential Vault, or the Retail Vault under the sidewalks adjacent to the Building:

(a) the Condominium Board is hereby granted an easement and right as a General Common Expense (if involving the General Common Elements), a Residential Common Expense (if involving the Residential Common Elements) or a Residential/Office Common Expense (if involving the Residential/Office Common Elements), to relocate the Installations or Storage Bins comprising the General and Residential Common Elements then housed in the General Vault to other portions of the General or Residential Common Elements as shall be determined by the Condominium Board; and

(b) each Commercial Unit Owner is hereby granted an easement and right, at such Owner's sole cost and expense, to relocate the Installations comprising its Commercial Unit space then housed in the General Vault or Retail Vault to other portions of the Common Elements as shall be determined by such Commercial Unit Owner, subject to obtaining the prior written Reasonable Approval or Consent of the Condominium Board or affected Unit Owners.

The Condominium Board and each Commercial Unit Owner shall each exercise the foregoing easement and right in a manner that does not prevent, nor unreasonably and materially interrupt or interfere with, the permitted Use and Enjoyment of another Unit or an Owner or Permitted Tenants/Occupants/Invitees of another Unit, and such easement and right shall be subject to this requirement and restriction.

Section 11.11 Utility Easements and Rights

In order to provide "utility services" (defined below) to the Units and Common Elements, Sponsor hereby reserves for itself to grant easements, licenses, leases, concessions and rights for utility services (collectively, "**Utility Easements and Rights**") in accordance with Sponsor's Plans and Specifications for the Building. Sponsor hereby further reserves for itself (while Sponsor owns any Unsold Unit) and hereby grants to the Condominium Board on behalf and as agent of all Unit Owners (with respect to the General Common Elements) or only all Residential Unit Owners (with respect to the Residential Common and (if established) Residential Limited Common Elements) or only the Residential and Office Unit Owners (with respect to the Residential/Office Common Elements), the right to grant such additional, new and substitute Utility Easements and Rights for utility services, and to relocate then existing utility services, with respect to any portion of the General Common Elements or Residential Common Elements or Residential/Office Common Elements (as applicable), as Sponsor or the Condominium Board, as applicable, shall determine to be necessary or desirable for the permitted Use and Enjoyment of all or part of the Common Elements or the Residential Space (collectively,

"**Additional Utility Easements/Rights**"), and the Common Elements and each Unit shall be subject thereto. The term "**utility services**" includes: electric; gas; cable or wireless television; telephone, cellular phone, Internet, computer, media or other communication service; water; sewer; storm drainage; and other utilities.

Sponsor hereby reserves for itself (while Sponsor owns any Unsold Unit), and grants to each and every Unsold Unit Owner and Commercial Unit Owner (while each such Owner owns said Unit), and to the tenants of such Units and other Persons who are so expressly authorized in writing by Sponsor or an Unsold Unit Owner or a Commercial Unit Owner (as applicable), easements and rights with respect to Communications Equipment and Other Installations as provided in Section 11.14 below.

All of the easements and rights provided in this Section 11.11 are subject to compliance with Sections 11.12 and 11.13 below.

Section 11.12 Access by Utility

Each existing and future provider (including the grantee of an Additional Utility Easement/Right) of a utility service to the Building or any portion thereof or to either or both of the Residential Space and a Commercial Unit and such provider's authorized Agents, Employees and Contractors, shall have (and shall be given) an easement and right of reasonable access to, from, through, across and on the Common Elements and the Units, to the extent reasonably necessary to erect, install, Maintain, Repair, Alter and otherwise Operate all Equipment and Installations related to such utility service (including reading meters), subject to compliance with the following Section 11.13.

Section 11.13 Requirements for Access By Utility

Each utility service easement and right of access granted by Sponsor or the Condominium Board pursuant to Section 11.11 above may be exercised and performed by the provider of a utility service and its authorized Agents, Employees and Contractors, Freely and Without Consent, Payment or Restriction other than the following, which shall also apply to each easement and right of access in favor of Sponsor or the Condominium Board under Section 11.9 above (the Sponsor or Condominium Board granting or exercising such easement and right of access is herein called "**Grantor**"):

(a) the requirement to comply with Article 15 below, including the applicable Work Requirements set forth in Section 15.2;

(b) the requirement and restriction to not permanently prevent, nor unreasonably and materially interrupt or interfere with, the permitted Use and Enjoyment of any Unit or its Owner or Permitted Tenants/Occupants/Invitees; and

(c) the obligation to Repair, at the sole Cost and Expense of such provider (or the Grantor, if the provider fails to so do) any damage caused by the exercise and performance of such easement and right of access so as to restore the damaged area and any Equipment and Installation to as near as reasonable and economically practicable to the condition existing immediately prior to such exercise and performance.

Section 11.14 Communications and Other Installation Easements and Rights

Section 11.14.1 Easements and Rights Sponsor hereby reserves for itself (while Sponsor owns any Unsold Unit), and hereby grants to each and every Unsold Unit Owner and a Commercial Unit Owner (while each such Owner owns said Unit), and to the respective tenants of such Units and other Persons who are so expressly authorized in writing by Sponsor, an Unsold Unit Owner or a Commercial Unit Owner (as applicable), the exclusive and paramount easements and rights, Freely and Without Consent, Payment or Restriction (other than those provided in subsection 11.14.2 below), to do the following and to grant leases, licenses and rights to utility providers to do the following:

(a) to erect and install Communications Equipment and Other Installations in any one or more locations that is not then being occupied by other Building Installations: (a-1) on and along the Building Walls and on and along the Building's Roofs (including Roof Structures, but not a Terrace enclosed thereby) and the bulkhead enclosing the egress stairs and elevator equipment; (a-2) on any outdoor Equipment (such as an elevator machine room) or their enclosures comprising the Common Elements and in any Equipment rooms comprising the Common Elements in the cellars; and (a-3) in any non-public or non-habitable portions of the Common Elements;

(b) to thereafter co-locate, lease, license, Maintain, Repair, Alter and otherwise Operate such Communications Equipment and Other Installations thereon and therein; and

(c) to erect and install partitions separating such Communications Equipment and Other Installations from their surroundings, and the Property (including the General Common Elements and Residential Space and the Residential/Office Common Elements) shall be subject thereto and subject to an easement and right of reasonable access to, from, through, across and on the Common Elements (including the General and Residential and Residential/Office Common Elements) by Sponsor, an Unsold Unit Owner, a Commercial Unit Owner and such authorized tenants and other Persons, and their respective authorized Agents, Employees and Contractors and licensees, for all purposes in connection with the exercise and performance of the foregoing easements and rights. All Communications Equipment and Other Installations shall remain the property of the Party installing same (i.e., Sponsor, an Unsold Unit Owner, a Commercial Unit Owner or a provider of a utility service, as applicable).

Notwithstanding anything to the contrary contained herein, the owner of the Retail and Office Units may only erect and install communications equipment in the area designated on the Floor Plans for "the Cupola/Mezzanine" for that specific purpose.

Section 11.14.2 Rights and Obligations Sponsor, an Unsold Unit Owner or a Commercial Unit Owner (as applicable):

(a) shall give reasonable advance written notice to the Condominium Board of the type and proposed location of any Communications Equipment and Other Installations before same are erected or installed;

(b) shall receive and retain (without participation by the Board or other Unit Owners) all

rents, fees and other consideration payable under such lease, license or right of use;

(c) shall be solely obligated to pay and perform all obligations under such lease, license or right of use (other than obligations of the Board to Maintain and Repair the Common Elements as provided elsewhere in this Declaration or the By-Laws);

(d) shall comply, or shall cause the utility provider to comply, with Section 10.2 above, including the applicable requirements of Article 15 below (except that this Section 11.14 shall govern and supersede any inconsistency between the provisions hereof and said Article 15);

(e) shall not invade, penetrate or disturb a substantial portion of any rentable, exposed public indoor areas of the Common Elements, other than for a reasonably temporary period;

(f) shall not permanently prevent, nor unreasonably interrupt or interfere with: the permitted Use and Enjoyment of the Units, or the proper and efficient performance, function, capacity or utility of the Equipment and Installations serving Units, or the permitted use or occupancy of Residential Units;

(g) shall Repair, or shall cause the utility provider to Repair, at the sole Cost and Expense of the Party exercising such easements and rights, any damage to the Common Elements or a Unit caused by the exercise and performance of such easements and rights so as to restore the damaged area and any Equipment and Installations to as near as reasonable and economically practical to the condition existing immediately prior to such exercise and performance;

(h) shall indemnify the Condominium Board, and the Board's officers, Board Members, agents (including Managing Agent), employees and attorneys, and Unit Owners, from and against all Claims and Liabilities and Expenses arising in connection with the exercise and performance of such easements and rights;

(i) shall have access to, from, through and across and on, and may enter, any public or non-public portions of the Common Elements at such times as shall be reasonably convenient and on giving reasonable prior written notice to the Condominium Board, which shall have the right to have a representative present at all times during such entry;

(j) shall comply with any reasonable security and protection procedures and requirements as may reasonably be required by the Condominium Board, whenever entering any commercially rentable, exposed public portion of the Common Elements, provided such procedures and requirements shall not preclude such entry; and

(k) shall otherwise comply with the terms of this Declaration.

Section 11.15 **Relocation of Equipment** All Equipment and related Installations

constituting a part of the Common Elements that serve or benefit, directly or indirectly, the Retail Unit or Office Unit at the date of recording this Declaration, may be relocated by the Residential Members of the Condominium Board, at its sole Cost and Expense, in connection only with the residential conversion of the Residential Space, to other locations in the Common Elements or discontinued and replaced with other Equipment and related Installations, provided and on condition that:

(a) the Residential Board Members of the Condominium Board complies with Article 13 below and the applicable Work Requirements contained in Section 15.2 below;

(b) any substitute Equipment and related Installations shall be substantially comparable in efficiency, performance, function, capacity and utility to those being discontinued and replaced;

(c) the relocation or the discontinuance and replacement of Equipment and related Installations, and any sidewalk bridge or scaffolding erected in connection with the residential conversion of the Residential Space, shall be subject and subordinate to Existing Leases of space in the Commercial Space and the rights of tenants thereunder, which are paramount and shall govern;

(d) no disruption, interruption or cessation (temporary or otherwise) in Existing Building Services provided to, or the Operation or business of, the tenants, subtenants or occupants of the Retail Unit or Office Unit shall occur or be permitted or (subject Unavoidable Causes) suffered which is a breach or violation of said Existing Leases; and

(e) no disruption, interruption or cessation (temporary or otherwise) of Existing Building Services, or the Operation or business of, the tenants, subtenants or occupants of the Retail Unit or Office Unit shall occur or be permitted or (subject to Unavoidable Causes) suffered unless and until: (e-1) reasonable advance written notice is given by the Residential Board Members of the Condominium Board to the affected Unit Owner and the affected tenants and occupants who have registered with the Residential Members of the Condominium Board for Building security passes or identity cards (except in an Emergency no advance written notice will be required, but commercially reasonable efforts shall be made to give telephonic notice thereof to all affected parties); and (e-2) all Work in connection therewith shall be performed in accordance with customary good construction practices, with reasonable diligence and continuity throughout so as to minimize the interference with the Operation and business of the affected tenants, subtenants and occupants, and on an after-business hours basis to the extent such Work is customarily performed on an after-business hours basis.

Indemnity. The Residential Unit Owners shall defend (with attorneys chosen by the affected Owner of the Retail Unit or Office Unit , as applicable, and Reasonably Approved by the Residential Board Members of the Condominium Board), indemnify and hold harmless the Owners of the Commercial Space, their respective Related Parties and the heirs, legal representatives, executors, successors and assigns of each of the foregoing (each, an "**Indemnified Party**"), from and against all Claims and out-of-pocket Liabilities and Expenses

actually incurred or paid as a result of, or in connection with, the exercise of its rights under the preceding Section 11.14.2 or Article 13 below, including those arising from a disruption, interruption or cessation (temporary or otherwise) of Existing Building Services or the erection of a sidewalk bridge or scaffolding in connection with the residential conversion of the Residential Space. The Indemnified Party: (a) shall give the Residential Board Members of the Condominium Board reasonably diligent notice of any written Claim for which indemnity is sought; and (b) shall reasonably cooperate with the Residential Board Members of the Condominium Board in connection with the defense of such Claim, including: (b-1) using commercially reasonable efforts to minimize any Liabilities, Costs or Expenses for which indemnity is sought; (b-2) disputing and litigating, at the sole Cost and Expense of the Residential Unit Owners (without any obligation of the Indemnified Party to advance, outlay or pay any such Costs and Expenses), any such Claims that the Residential Board Members of the Condominium Board believes in good faith is appropriate to so do (other than "Violation of Law Claims", defined below); and (b-3) not settling any such Claims without obtaining the prior written Reasonable Approval or Consent of the Residential Board Members of the Condominium Board. The term "**Violation of Law Claims**" means Claims that, if contested or not complied with, involve a threat or danger of: (w) foreclosure, forfeiture or loss of any part of the Indemnified Party's Unit; (x) criminal or penal liability or fines being imposed on the Indemnified Party or its Related Parties, or any mortgagee, tenant or occupant of its Unit; (y) the creation of any lien, encumbrance or other charge against any part of the Indemnified Party's Unit; or (z) the impairment of any insurance maintained by or for the benefit of the Indemnified Party.

ARTICLE 12

EASEMENTS, RIGHTS AND RESTRICTIONS AFFECTING UNITS AND COMMON ELEMENTS

Section 12.1 Easements Affecting All Units and Common Elements

Section 12.1.1 Standard Easements. The Condominium Board and its Agents, Employees and Contractors are hereby granted an easement and right of reasonable access to, from, through, across and on all Units and all portions of the Common Elements for the following purposes, and all Units and all portions of the Common Elements shall be subject thereto:

(a) to conduct inspections and read meters;

(b) to Maintain, Repair, Alter and otherwise Operate all areas, Equipment, Installations and other Facilities now or hereafter comprising the Common Elements and to provide services to the Residential Space and the Commercial Units, in accordance and compliance with the Condominium Documents; and

(c) to perform Maintenance, Repairs, Alterations and other Work necessary: (c-1) to fulfill the obligations of the Board under the Condominium Documents or applicable Laws; (c-2) to prevent damage to another Owner's Unit or the Common Elements or any portion thereof; (c-3) to remedy violations noted or issued against the Property by any Governmental Authority that affect the Common Elements or another Unit or (if established) its appurtenant Individual Limited Common Element that are caused by a

condition in the Common Elements or the Residential Space and to remedy any conditions in the Common Elements or the Residential Space that would constitute such violations even though not yet noted or issued; (c-4) to remedy any default by a Residential Unit Owner under the Condominium Documents that shall have continued beyond the cure period, if any, provided for therein; or (c-5) to remedy any condition in a Residential Unit or the Common Elements that is a threat or danger to another Unit or a portion of the Common Elements or the life, health, safety or security of the occupants of another unit or to avoid the suspension of any necessary service (collectively, "**Emergency**").

Section 12.1.2 Standard Requirements Such easement and right of access in the preceding Section 12.1.1 may be exercised and performed by the Condominium Board and its Agents, Employees and Contractors Freely and Without Consent, Payment or Restriction, other than:

(a) the requirement to comply with Section 10.2 above, including the applicable requirements set forth in Article 15 below (except that this Section 12.1 shall govern and supersede any inconsistency between the provisions hereof and said Article 15);

(b) in the case of access pursuant to clauses (a), (b) and (c) in the preceding Section 12.1.1, other than clauses (c-4) and (c-5) thereof: (b-1) if not involving an Emergency (i.e., a condition which threatens the life, health or safety of any Persons or damage to property or the suspension of any necessary service), the requirement to give the applicable Unit Owner at least three (3) business days (if served by mail) or one (1) business day (if served by hand delivery) advance written notice of the date and time scheduled by the Condominium Board to enter the Unit or (if established) its appurtenant Limited Common Element; or (b-2) if involving an Emergency, access to a Unit may be immediate without advance notice;

(c) in the case of access pursuant to clauses (c-4) or (c-5) in the preceding Section 12.1.1: (c-1) if not involving an Emergency, the requirement of the Board to give the applicable Unit Owner reasonable advance written notice of the proposed Maintenance, Repairs, Alterations or other Work and an opportunity to perform and complete same within ten (10) calendar days of receipt of such notice or (if same cannot with due diligence and continuity be performed and completed within such ten (10) calendar day period) such longer period as shall be required to perform and complete same with due diligence and continuity (but not longer than 90 calendar days), provided such Unit Owner shall commence to perform the Maintenance, Repairs, Alterations or other Work within five (5) calendar days following receipt of said notice and shall continue to prosecute same with due diligence and continuity until completion; or (c-2) if involving an Emergency, access may be immediate, without advance notice, without being liable or guilty in any manner of trespass or otherwise, and without giving the applicable Unit Owner an opportunity to perform the Maintenance, Repairs, Alterations or other Work;

(d) the obligation of the Condominium Board, as a Residential Common Expense or General Common Expense (as applicable), to Repair any damage caused by the exercise and performance of such easement and right of access so as to restore the

damaged area and any Equipment and Installations to as near as reasonable and economically practical to the condition existing immediately prior to such exercise and performance; and

(e) the obligation of the Condominium Board, as a Residential Common Expense or General Common Expense (as applicable), to indemnify the affected Unit Owner from and against all Claims and Liabilities and Expenses arising from the exercise and performance of this easement and right of access by the Board or its authorized Agents, Employees and Contractors.

Section 12.1.3 Communications Equipment and Other Installations The General Common Elements and Residential Common Elements are also subject to the rights and easements in favor of Sponsor, Unsold Unit Owners, the Commercial Unit Owners and other Persons to erect and install, or to grant leases, licenses and rights to utility providers to erect and install, Communications Equipment and Other Installations (subject to the limitation that the Commercial Unit Owners may use only designated portions of the Roof as indicated on the Floor Plans), and thereafter to Maintain, Repair, Alter and otherwise Operate same and replacements thereof and additions thereto, as set forth in Section 11.14 above.

Section 12.2 Reciprocal Easement Affecting the Commercial Units

Subject and subordinate to leases of all or a portion of an applicable Commercial Unit in effect from time-to-time and the rights of tenants thereunder, if and to the extent only any Equipment or other Installations comprising the General Common Elements or Residential Common Elements are located in, adjacent to or bordering a Commercial Unit now or on the date of First Closing of a Residential Unit under the Plan or the date of issuance of a permanent Certificate of Occupancy of the Building (whichever is the later to occur), the Condominium Board, and those Agents, Employees and Contractors who are so expressly authorized in writing by the Condominium Board, are hereby granted an easement and right of reasonable access to, from, through, across and on such Commercial Unit or, to the extent possible and economically practical, only the non-public portions of such Commercial Unit, to inspect, Maintain, Repair, Alter and otherwise Operate any and all such Equipment and Installations (including replacements of then existing Equipment and Installations, if any, with new Equipment and Installations) substantially within the confines of their then current spaces and locations. Such easement and right may be exercised and performed Freely and Without Consent, Payment or Restriction, other than the following:

(a) the requirement to comply with Section 10.2 above, including the applicable requirements of Article 15 below (except this Section 12.2 shall govern and supersede any inconsistency between the provisions hereof and said Article 15);

(b) the restrictions and limitations: (b-1) not to unreasonably invade, penetrate or disturb any commercially rentable, exposed indoor public areas of such Commercial Unit other than for a reasonably temporary period; and (b-2) not to permanently prevent, nor unreasonably interrupt or interfere with, the permitted Use and Enjoyment of such Commercial Unit (or any portion thereof), or the proper and efficient performance, function, capacity or utility of the Commercial Equipment or the Operation or business of the Owner of such Commercial Unit or the tenants or occupants of such Commercial

Unit or any portion thereof;

(c) the obligation to Repair any damage to such Commercial Unit caused by the exercise and performance of such easement and right so as to restore the damaged area and any Installations to as near as reasonable and economically practical to the condition existing immediately prior to such exercise and performance (the Costs and Expenses of such Repair shall be part of the General Common Expenses, if involving the General Common Elements, or the Residential Common Expenses, if involving the Residential Common Elements);

(d) the further obligation of the Condominium Board, as a Residential Common Expense, to indemnify such Commercial Unit Owner, and such Owner's Related Parties, agents and employees, from and against all Claims and Liabilities and Expenses arising in connection with the exercise and performance of such easement and right; and

(e) in the event access and entry to any commercially rentable or public area of such Commercial Unit is required: (e-1) such access and entry shall be at such times reasonably convenient and on giving reasonable prior written notice to the Owner of such Commercial Unit, who shall have the right to have a representative present at all times during such entry; and (e-2) such access and entry shall comply with any security and protection procedures and requirements as may be reasonably required by such Commercial Unit Owner, or an affected tenant or occupant of such Commercial Unit, provided such procedures and requirements shall not preclude such entry.

Section 12.3 Reciprocal Easement Affecting the General Common Elements and Residential Space

If and to the extent only that Commercial Equipment and/or other Installations comprising part of a Commercial Unit: (a) are located in, adjacent to or bordering the General Common Elements or the Residential Space now or on the date of First Closing of a Residential Unit under the Plan or the date of issuance of a permanent Certificate of Occupancy of the Building (whichever is the later to occur), or (b) are permitted to be installed in, on and along the General Common Elements and Residential Common Elements by a Commercial Unit Owner in accordance with Section 10.4 above, the Sponsor hereby grants to such Commercial Unit Owner and the tenants and other Persons who are expressly so authorized in writing by such Commercial Unit Owner, and the respective authorized Agents, Employees and Contractors of each of the foregoing, an easement and right of reasonable access to, from, through, across and on the General Common Elements and the Residential Space (without being liable or guilty of trespass) to inspect, Maintain, Repair, Alter and otherwise Operate any and all such Commercial Equipment and Installations (including replacements of then existing Commercial Equipment and Installations, if any, with new Commercial Equipment and Installations) substantially within the confines of their then current or permitted new spaces and locations. Such easement and right may be exercised and performed Freely and Without Consent, Payment or Restriction, other than the following:

(a) the requirement to comply with Section 10.2 above, including the applicable requirements of Article 15 below (except this Section 12.3 shall govern and supersede any inconsistency between the provisions hereof and said Article 15);

(b) the restrictions and limitations: (b-1) not to invade, penetrate or disturb any commercially rentable, exposed indoor public areas of the Residential Space, other than for a reasonably temporary period; and (b-2) not to permanently prevent, nor unreasonably interrupt or interfere with, the permitted Use and Enjoyment of the General Common Elements or the Residential Space (or any portion thereof), or the proper and efficient performance, function, capacity or utility of the General Common Elements or the Residential Equipment;

(c) the obligation of such Commercial Unit Owner, at such Owner's sole Cost and Expense, to Repair any damage to the General Common Elements or the Residential Space caused by the exercise and performance of such easement and right so as to restore the damaged area and any Installations to as near as reasonable and economically practical to the condition existing immediately prior to such exercise and performance;

(d) the further obligation of such Commercial Unit Owner, at such Owner's sole Cost and Expense, to indemnify the Board and the affected Residential Unit Owners, and their respective agents and employees, from and against all Claims and out-of-pocket Liabilities and Expenses actually incurred or paid as a result of or arising in connection with the exercise and performance of such easement and right; and

(e) in the event access and entry to any commercially rentable or public area of the General Common Elements or the Residential Space is required: (e-1) such access and entry shall be at such times reasonably convenient and on giving reasonable prior written notice to the Board and a directly affected Residential Unit Owner, each of whom shall have the right to have a representative present at all times during such entry; and (e-2) such access and entry shall comply with any security and protection procedures and requirements as may be reasonably required by the Board and such affected Residential Unit Owner or an affected tenant or occupant of such Unit, provided such procedures and requirements shall not preclude such entry.

Each Residential Unit Owner and those Agents, Employees and Contractors who are so expressly authorized in writing by such Residential Unit Owner shall have: (a) a similar easement and right to erect, install, Maintain, Repair, Alter and otherwise Operate any Equipment and Installations appurtenant to such Owner's Residential Unit that is located in, adjacent to or bordering another Residential Unit or the Common Elements; and (b) a similar right to exercise such easement and right Freely and Without Consent, Payment or Restriction other than those set forth in clauses (a) through (e) above and the requirement to obtain the consents or approvals of the Condominium Board and Sponsor (during only the Sponsor Veto Control Period and until the permanent Certificate of Occupancy of the Building issues) for Repairs and Alterations if, as and to the extent set forth elsewhere in this Declaration or the By-Laws.

Section 12.4 Easements of Support, Necessity, Utilities and Services

Each Unit Owner (with respect to the Owner's Unit) and all Unit Owners (with respect to the Common Elements), and the Permitted Tenants/Occupants/Invitees of each Unit, are hereby granted rights and easements of subjacent support, Emergency and necessity as well as for utilities and other services being commonly provided or available to Units, and each Unit and the Common Elements shall be subject to such rights and easements. The foregoing rights and

easements include a right and easement in favor of all Owners, tenants and occupants of Units and all other Persons visiting Units or working in the Building for Emergency ingress and egress to, from, through, across and on the Common Elements as and to the extent required by fire safety requirements of the building code or other applicable Laws.

Section 12.5 Easements Allowing Encroachments

Each Unit and the Common Elements have and shall have, and are and shall be subject to, easements and rights for the existence, continuation and Maintenance of encroachments by any Unit on other Units and/or a portion of the Common Elements, or an encroachment by a portion of the Common Elements on any Unit and/or other portions of the Common Elements, for so long as the Building or the affected Unit or Common Element shall stand, if and to the extent now existing or hereafter arising as a result of: (a) the Building or any portion thereof settling or shifting naturally; or (b) a Maintenance, Repair, Alteration or other Work by the Condominium Board or a Unit Owner performed in accordance with this Declaration and the By-Laws following a fire or other cause, or a taking by condemnation or eminent domain; or (c) a Maintenance, Repair, Alteration or other Work permitted in, and performed in accordance with, this Declaration or the By-Laws.

Section 12.6 Statutory Easements

In addition to the specific easements reserved and granted in Articles 11 and 12 and elsewhere in this Declaration and the By-Laws, the Property and every portion thereof (including the Common Elements and the Units) and the respective Owners and Permitted Tenants/Occupants/Invitees of Units and the Condominium Board, shall have and shall be subject to all easements and rights of use and access required by, or set forth in, the Condominium Act and other applicable Law.

Section 12.7 Sponsor Easements for Sponsor's Rights and Obligations

Sponsor hereby reserves for itself (while Sponsor owns any Unsold Unit) and grants to each and every Unsold Unit Owner (while such Owner owns said Unit), and their respective authorized Agents, Employees and Contractors, easements and rights of access (for ingress and egress) to, from, through, across and on, and for use of, the Common Elements (including in particular, but not limited to: the 141 Fifth Avenue Public Areas; the elevators; the common or public lobbies, exit passageways, corridors and halls; the egress stairs; the Building Walls; the Roofs and Roof Structures (but not a Terrace enclosed thereby); the bulkhead enclosing the egress stairs and elevator equipment; and all other public and non-public portions of the General Common Elements and Residential Common Elements) and the Immediately Adjacent Sidewalks to the Property for all lawful purposes, including the following:

(a) to sell, rent, Promote, Operate, manage and make any other Disposition of Sponsor Units and Unsold Units, including: (a-1) to erect, install, Maintain, Repair and Alter furnishings, wall and floor coverings and other Decorations in and on the 141 Fifth Avenue Public Areas and other portions of the Residential Common Elements; (a-2) to station sales and rental staff in the 141 Fifth Avenue Public Areas; (a-3) to erect, install, Maintain, Repair, Alter and otherwise Operate one (1) or more Signs of any size, content, composition, material, color, design, illumination, character and appearance; and (a-4) to provide access to any of the following persons authorized by Sponsor or an Unsold Unit Owner: sales and rental personnel; cooperating brokers; prospective Purchasers and prospective renters of Unsold Units; Agents, Employees and Contractors; architects; engineers; and decorators; and

(b) to store and transport materials, supplies and Equipment and to temporarily interrupt elevator, water, plumbing, electric and other Building services in connection with the performance of: (b-1) Sponsor's Rights under the Plan, this Declaration and the By-Laws, including the right to Use and Enjoy the Common Elements and Unsold Units pursuant to Articles 10, 11 and 12 hereof; and (b-2) the right to make Unit Changes to Unsold Units pursuant to Article 13 below; (b-3) obligations or Work undertaken by Sponsor in or pursuant to the Plan, a Plan Amendment or a Purchase and Sale Agreement for an Unsold Unit (collectively, "**Plan Obligations**"); and (b-4) obligations of Sponsor to tenants or other occupants of Unsold Units ("**Tenant Obligations**").

Sponsor's Rights and Plan Obligations include the right and obligation to construct, equip, outfit and otherwise complete the Building, including the Common Elements and the Residential Units, to the extent necessary for the issuance of a permanent Certificate of Occupancy authorizing the use of the Units for the purposes set forth in the Plan and herein, and to perform other construction obligations under the Plan or a Purchase and Sale Agreement, whether before or after the First Closing of a Residential Unit, including the following easements and rights in favor of Sponsor and Sponsor's Agents, Employees and Contractors with respect to the Common Elements: (a) an easement and right of access to, and use of, the Common Elements (including preferential and priority use of the elevators); (b) an easement and right to transport on, across and through the Common Elements, and to temporarily store on portions of the Common Elements considered appropriate by Sponsor or Sponsor's Agents, Employees and Contractors, construction equipment, materials, supplies and debris; and (c) a right to temporarily interrupt Building services (including elevator, water, heating, electric, gas, ventilation, plumbing and other Building Systems). Sponsor will endeavor to minimize inconveniencing residents of the Building. Sponsor's construction workers shall have the right to perform Work on Mondays through Fridays from 8:00 a.m. to 4:30 p.m. or on Saturdays from 8:00 a.m. to 3:30 p.m., except that especially noisy Work will not begin before 8:30 a.m. and except further that Work may be performed at any time and on any day in the case of an Emergency or to correct a condition that threatens the life, health or safety of Building occupants or to protect property or to provide a required Building service.

The easements and rights of Sponsor and each Unsold Unit Owner in this Section 12.7 may be exercised and performed Freely and Without Consent, Payment or Restriction (other than those set forth in Section 11.7 above) and are superior, paramount and take preference over the easements and rights of the Condominium Board and other Residential Unit Owners to use the Residential Common Elements.

Section 12.8 Move-In and -Out Easements

Sponsor hereby grants to each Purchaser of a Residential Unit and such Purchaser's tenant (if any) on the initial move into the Residential Unit and reserves for itself for the benefit of each tenant and occupant of an Unsold Residential Unit from time to time, and further grants to the movers (and their employees and workers) of each of the foregoing, an easement and right to use the Residential Common Elements (including specifically, but not limited to, the elevators and other public and common areas designated by Sponsor) for purposes of moving furniture, furnishings, belongings and other property into such Purchaser's Residential Unit and also into and out of each such tenant's or occupant's Unsold Residential Unit. The Condominium Board shall not impose or collect any fee, charge, deposit, security or other imposition in connection

with the move or such use of the Residential Common Elements, other than a refundable security deposit of $2,000.00 for potential damage to the Common Elements on a move into the Building by a Purchaser or tenant of a Sold Residential Unit, or such other amount as may be determined by the Condominium Board, subject to obtaining the prior written Discretionary Approval or Consent of Sponsor during only the Sponsor Veto Control Period. No security deposit or other fee or charge, however, may be imposed on a Purchaser of a Residential Unit under the Plan or a tenant of an Unsold Unit without obtaining the prior written Discretionary Approval or Consent of Sponsor in each instance. Such right to impose a security deposit shall not be applicable to the Commercial Unit Owners or the tenants or occupants of a Commercial Unit. In addition, Purchasers, tenants and occupants moving into and out of Units shall be given preference over other Residential Unit Owners, and allowed reasonably prompt access to, and use of, the elevators and other public and common areas of the Residential Common Elements. The Residential Board Members may, upon and subject to obtaining the prior written Discretionary Approval or Consent of Sponsor during only the Sponsor Veto Control Period, adopt reasonable rules and regulations concerning moving into and out of the Building to assure reasonable access to, and use of, the elevators and other portions of the Residential Common Elements by other Owners, tenants and occupants of Residential Units, but not applicable to the Commercial Unit Owners or the tenants or occupants of a Commercial Unit.

Section 12.9 Specific Easement Affecting the Residential Common Elements

Section 12.9.1 Satellite Dishes Declarants hereby grant to the Owner of the Retail Unit, as same may be combined with all or a portion of the Office Unit ("Combined Retail Unit"), its utility provider, and the Agents, Employees and Contractors of each of the foregoing subject to the terms and conditions contained in Section 12.9.2 below: (a) the non-exclusive easement and right for use of the Reserved Roof Areas, and those parapets or other Roof Structures of the Cupola/Mezzanine level reasonably required by the Retail Unit Owner and Reasonably Approved in writing by the Condominium Board, to erect and install, and thereafter to Maintain, Repair, Alter, remove and otherwise Operate, two or more satellite dishes for the use of tenants now or hereafter leasing space in the Retail Unit or the Combined Retail Unit (as applicable), from time to time: and (b) an easement and right of reasonable access (for ingress and egress) to, from, through, over, across and on the Residential Common Elements, the public portions of the Residential Space, the service elevator, the egress stairs and the Cupola/Mezzanine level in order to perform Work in connection with the foregoing non-exclusive easement and right.

Section 12.9.2 Terms and Conditions The foregoing easements and rights in Section 12.9.1 above are subject to the following terms and conditions:

(a) the uses of satellite dishes by said tenants of the Retail Unit or the Combined Retail Unit (as applicable), shall be ancillary to the use of the space leased by such tenants;

(b) the Condominium Board shall have the right, at such Party's sole Cost and Expense (which shall be a Residential Common Expense charged to only all Residential Unit Owners Pro Rata to their respective Common Interests), from time to time, to relocate the satellite dishes within the Reserved Roof Areas or to new reserved areas on the Cupola/Mezzanine level and its Roof Structures instead of, but reasonably comparable in size, utility and function as, the Reserved Roof Areas, provided and on condition that: (b-1) such other new locations are reasonably suitable for the continued usage of the affected satellite dishes in a substantially similar manner with substantially equivalent

utility, function, performance and reception of the party served by same; (b-2) such relocation shall, to the extent practical, be performed during hours other than the affected tenant's regular business hours and in a manner that shall minimize any disruption of the affected tenant's normal business activities; and (b-3) except for the downtime during the actual Work relocating the affected satellite dish(es), such other or new locations shall not prevent any affected tenant from using its satellite dish(es) for its or their original intended purposes, and without and decrease or impairment in the quality of the communications or increase in the Costs and Expenses to Maintain, Repair, Alter, remove and otherwise Operate the affected satellite dish(es); and

(c) In no event shall the Owner of the Retail Unit or the Combined Retail Unit (as applicable lease, license or otherwise permit all or any portion of the Reserved Roof Areas, as same may be changed as provided above, to be used at any time by any party that does not lease space and operate a retail business in the Retail Unit or the Combined Retail Unit (as applicable).

Section 12.9.3 Columns and Beams Easement Commercial Declarant hereby reserves for itself and grants to the Owner of the Retail Unit, and the respective Agents, Employees and Contractors of each of the foregoing, the non-exclusive right and easement : (a) to install structural support columns and beams in the cellar of the Building below the premises demised to HSBC Bank USA, National Association in accordance and compliance with the applicable Work Requirements set forth in Section 15.2 below; and (b) thereafter for access thereto via, through, across and on the Common Elements (including the General Common Elements, Residential Common Elements and Residential/Office Common Elements) to inspect, Maintain and Repair such installations, from time to time, without charge , Cost or Expense, but any Work performed in connection therewith shall comply with any applicable Work Requirements set forth in Section 15.2 below.

Section 12.10 Promotional and Operational Easements

Section 12.10.1 Residential Units Declarants hereby grant to the Unsold Residential Unit Owners and those of its Agents, Employees and Contractors who are so expressly authorized in writing by such Unit Owner, the easements and rights of access (for ingress and egress) to, from, through, over, across and on, and for use of, the Residential Common Elements (including specifically, but not limited to, the Building Walls (excluding the portions of the Building Walls from ground level to a horizontal plane below and extending along the floor 3 Unit windows or window sills and the Storefronts that enclose the Commercial Units, which are part of the Commercial Units), and the Immediately Adjacent Sidewalks in front of the entrances to the Residential Space) for all lawful purposes in connection with the sale, rental, Operation or other Disposition of Unsold Residential Units, including: (a) to erect, install, Maintain, Repair, and Alter otherwise Operate one or more Signs of any size, content, composition, material, color, design, illumination, character and appearance, other than Prohibited Signage, in or on the Residential Common Elements; and (b) to provide access to the Common Elements to: sales and rental personnel; cooperating brokers; prospective purchasers and renters; Agents, Employees and Contractors; architects; engineers; and decorators.

Section 12.10.2 Retail Unit Declarants hereby grant to the Retail Unit Owner, and the tenants of the Retail Unit so authorized in writing by the Retail Unit Owner, the right to erect, install, Maintain, Repair, Alter and otherwise Operate one (1) or more Signs of any size, content, composition, material, color, design, illumination, character and appearance, other than Prohibited Signage, on the exterior and interior sides of the Storefronts and entrances of the stores comprising the Retail Unit from time to time, on the immediately adjacent Building Walls enclosing the Retail Unit (i.e., from ground level to a horizontal plane immediately below and extending along the windows or window sills of floor 2), which are part of the Retail Unit, including security gates and cameras, and on the Immediately Adjacent Sidewalks to the Retail Unit.

ARTICLE 13

CHANGES IN UNITS AND COMMON ELEMENTS

Section 13.1 Changes

Sponsor hereby reserves for itself (while it owns an Unsold Unit) and grants to each Unsold Unit Owner, each Commercial Unit Owner and an Authorized First Sold Residential Unit Owner, the right from time to time, Freely and Without Consent, Payment or Restriction, other than those set forth in Section 13.2 and Article 15 below, to make the following changes to each Unit owned by said Owner (collectively, "**Unit Change**"):

(a) the right to subdivide its Unit into two (2) or more Units ("**Unit Subdivision**") and to establish new boundary walls separating the Units established on such Unit Subdivision;

(b) the right to combine (horizontally and/or vertically) all or portions of two (2) or more of its Units ("**Unit Combination**") and to incorporate and remove walls, floors, ceilings or other portions of the Common Elements (where entire Units are combined into one (1) Unit) or to establish new boundary walls, floors and/or ceilings or other portions of the Common Elements (where portions of Units are combined);

(c) the right to raze, move and relocate the boundary walls, floors and/or ceilings of its Unit to incorporate in its Unit a portion of the Common Elements, including an adjacent vestibule or hallway or other space between such Owner's Unit and a neighboring Unit and/or walls, floors, ceilings, unimproved air space and/or other portions of the Common Elements ("**Unit Expansion**");

(d) the right to alter its Unit ("**Unit Alterations**"), including, in the case of a Commercial Unit, to change the number of stores and offices (as applicable), or in the case of a Residential or Commercial Unit, to change the number of rooms and bathrooms, the layout, the configuration, and the Unit's Equipment and Installations; and

(e) the right to change the description of portions of its Unit and the affected Common Elements involved in a Unit Change so that such applicable portions of the Common Elements become part of the Unit or an Individual Limited Common Element

appurtenant to the Unit and/or portions of the Unit become Common Elements or an Individual Limited Common Element appurtenant to the Unit, as applicable (**"Description Change"**).

Upon the original boundary walls, floors, ceilings and/or other space forming a part of the Common Elements being razed or otherwise incorporated in a Unit involved in a Unit Change, they automatically shall no longer be part of the Common Elements and shall become part of the applicable Unit. Similarly, upon new boundary walls, floors and/or ceilings of a Unit being constructed, they automatically shall be substituted in place of the former boundaries to become part of the Common Elements.

An Authorized First Sold Unit Owner shall have the right to subdivide such Owner's Unit into two (2) or more Units (i.e., a Unit Subdivision) and to combine two (2) or more Units owned by such Owner into one (1) Unit (i.e., a Unit Combination) on and subject to compliance with the terms and conditions set forth in Section 13.2 below.

Section 13.2 Rights, Restrictions and Requirements

The following shall apply to Unit Changes or certain Unit Changes (as indicated) made pursuant to Section 13.1 above, subject to the Work Requirements contained in Section 15.2:

(a) each Unit Change may be made by Sponsor, an Unsold Unit Owner, a Commercial Unit Owner and an Authorized First Sold Residential Unit Owner Freely and Without Consent, Payment and Restriction, that is: (a-1) without obtaining the approval or consent of the Condominium Board, the Unit Owners or Unit mortgage lenders (other than a lender holding a mortgage on the affected Unit, if and to the extent required by the terms of such mortgage); (a-2) without complying with any regulations, rules or other requirements of the Condominium Board for Alterations or changes to Units; (a-3) without paying any kind of fee or other charge of the Condominium Board or its Managing Agent or attorneys or other professional or consultant; and (a-4) without the plans or specifications of the proposed Unit Change being submitted to, or reviewed by, the Condominium Board or an architect, engineer or other professional or consultant chosen by the Condominium Board;

(b) each Commercial Unit Owner and (subject and subordinate to the rights of Sponsor while it owns an Unsold Unit) each Unsold Unit Owner, an Authorized First Sold Residential Unit Owner pursuant to Section 13.1 and 13.2(a), the Condominium Board and the other Unit Owners, at the sole Cost and Expense of the Unit Owner making the Unit Change, shall cooperate in good faith and in all reasonable respects with the Unit Owner making the Unit Change, and, in furtherance thereof, shall give such Assurances as said Owner may request in accordance with Sections 20.3, 20.4 and 20.5 below, each of the Condominium Board and said other Unit Owners hereby granting the Unit Owner making the Unit Change an irrevocable, durable power of attorney, "coupled with an interest" and for valuable consideration, with full power of substitution, to execute Government Documents as attorney-in-fact in the name and on behalf of the Board and said other Unit Owner in accordance with the below clause (i) of this Section 13.2, such Parties agreeing as follows:

(b-1) each proposed Unit Change to a Unit that will not affect the Operation of,

or business conducted in, another Unit may be made by the Owner of such Applicable Unit Freely and Without Consent, Payment or Restriction, other than the requirement to comply with the applicable Work Requirements contained in Section 15.2 below; and

(b-2) each proposed Permitted Unit Change that will affect the Operation of, or business conducted in, another Unit, shall not be made by the Owner of such Applicable Unit without obtaining the prior written Discretionary Approval or Consent of the affected Unit Owner;

(c) the Owner subdividing a Unit, at such Owner's sole Cost and Expense, shall duly record an Amendment to the Declaration and the Floor Plans to subdivide the Unit and to apportion between or among the Units resulting from such Unit Subdivision, the Common Interest of the Unit so subdivided in accordance with the method set forth in Article 8 above or any other method allowed by the Condominium Act (subject to the Reasonable Approval of the Condominium Board in the case only of an Authorized First Sold Unit Owner or an Unauthorized Sold Unit Owner, but not subject to the approval or consent of the Board or other Unit Owners in the case of an Unsold Unit or a Commercial Unit); provided, however, that the aggregate Common Interests of all Units resulting from such Unit Subdivision shall equal exactly the Common Interest of the Unit being so subdivided;

(d) the Owner combining all or portions of two (2) or more Units, at such Owner's sole Cost and Expense, shall duly record and file an Amendment to the Declaration and the Floor Plans to combine such Units or portions thereof and:

(d-1) (in the case of a Unit Combination involving entire Units) to declare and establish the Common Interest of the resulting combined Unit to equal exactly the total of the Common Interests of the original Units being so combined; or

(d-2) (in the case of a Unit Combination not involving entire Units) to apportion between or among the Units involved in the Unit Combination, the Common Interests of such Units in accordance with the method set forth in Article 8 above or any other method allowed by the Condominium Act (subject to the Reasonable Approval of the Residential Board Members in the case only of an Authorized First Sold Owner or an Unauthorized Sold Owner, but not subject to the approval or consent of the Board or other Unit Owners in the case of an Unsold Unit or a Commercial Unit); provided, however, that the total Common Interests of all resulting Units following a Unit Combination shall equal exactly the total of the Common Interests of such original Units;

(e) in the case of a Unit Expansion: (e-1) the Declaration and the Floor Plans shall be amended by, and at the sole Cost and Expense of, the applicable Owner of the affected Unit to effectuate such Unit Expansion; and (e-2) the Common Interest of such Unit shall not change as a result of such Unit Expansion, however, any increase in Operating Expenses of the Common Elements resulting therefrom or fairly and reasonably

attributable thereto shall be specially allocated and assessed to such Unit Owner as additional Common Charges;

(f) any public or common areas of the Common Elements incorporated in a Unit (other than boundary walls, floors and ceilings) shall remain part of the Common Elements, but its use shall be completely limited or restricted to only that Unit; alternatively, such incorporated portions of the Common Elements shall become part of such Unit at the option of: (f-1) Sponsor or the applicable Unsold Unit Owner or Commercial Unit Owner (as the case may be), without obtaining the approval or consent of the Condominium Board or other Unit Owners; or (f-2) an Authorized First Sold Unit Owner or an Unauthorized Sold Unit Owner, subject to obtaining the Reasonable Approval of the Residential Board Members;

(g) (if and to the extent required by the Condominium Act) the Unit Owner (hereinafter, "**such Owner**") making a Description Change, at the sole Cost and Expense of such Owner, shall declare, establish, grant and convey in a duly recorded Amendment to this Declaration and a duly filed Amendment to the Floor Plans that: (g-1) the applicable portion of such Owner's Unit shall instead comprise the Residential Common Elements or General Common Elements (as applicable) or (at the option of such Owner) to comprise an Individual Limited Common Element appurtenant to such Owner's Unit; and/or (g-2) the applicable portion of the Common Elements shall instead comprise such Owner's Unit or (at the option of such Owner) an Individual Limited Common Element appurtenant thereto (as applicable); provided, however, that such Description Change from a Unit to Common Elements (or an Individual Limited Common Element), or vice versa, shall not change the Common Interest of any Unit, including such Owner's Unit;

(h) the Common Interest of a Unit not involved in a Unit Change shall remain the same, unless the prior written Discretionary Consent to a new Common Interest is obtained from the Owner of such Unit as required by Section 339-i of the Condominium Act; and the Common Interests of all Units following a Unit Change shall total 100%;

(i) all Costs and Expenses thereafter arising with respect to the Maintenance, Repair, Alteration and other Operation of an Individual Limited Common Element established in connection with a Description Change shall be borne exclusively by the Owner of the Unit to which same is appurtenant (other than structural Repairs which are expressly stated in this Declaration or the By-Laws to be performed by the Condominium Board as a Residential Common Expense or a General Common Expense, as appropriate);

(j) such Owner making a Unit Change shall indemnify the Condominium Board and its members, officers, agents (including Managing Agent), employees and attorneys, the Sponsor and all other Unit Owners from and against any and all Claims and Liabilities and Expenses arising out of, or in connection with, the Unit Change or the Work in performing such Unit Change;

(k) the required Amendment to the Declaration to effectuate a Unit Change as herein provided: (k-1) shall be prepared, signed and acknowledged in recordable form by, and at the sole Cost and Expense of, only the Unit Owner making such Unit Change and, if

requested, shall be certified by the Secretary or an Assistant Secretary of the Condominium in accordance with Article 22 below, and such Amendment to the Floor Plans shall be prepared, certified, signed and sealed by a registered architect or a licensed professional engineer selected exclusively by, and at the sole Cost and Expense of, said Unit Owner making such Unit Change; and (k-2) (in the case only of an Unsold Unit or a Commercial Unit) may be recorded and filed without the approval, consent or signatures of the Condominium Board or any officer of the Condominium Board or any other Unit Owner, or (in the case of only a Sold Residential Unit) shall be subject to the Reasonable Approval of the Residential Board Members and (if approved) shall be duly executed in recordable form by the appropriate officers and/or members of the Condominium Board;

(l) the approval, consent and signatures of the Board or any other Unit Owner shall not be required on any Government Document necessary or convenient to perform a Unit Change to an Unsold Unit or a Commercial Unit in accordance with this Article 13, including any application or other Government Document required by the Department of Buildings, the Real Property Assessment Bureau of The City of New York or any other Governmental Authority in connection with a Building Alteration application and/or an amendment to the Certificate of Occupancy for the Building or the establishment of separate tax lots for any newly created Units and a reapportionment of the assessed valuation by reason thereof; all such Government Documents shall be prepared, signed and (where required) acknowledged by, and at the sole Cost and Expense of, only the Unsold Unit Owner or Commercial Unit Owner making such Unit Change, such Unit Owner being hereby granted an irrevocable, durable power of attorney, "coupled with an interest" and for valuable consideration, with full power of substitution, to execute such Government Documents as attorney-in-fact in the name and on behalf of the Board and other Unit Owners (in accordance with Article 20 below, the Board shall fully cooperate with the Owner making the Unit Change and in furtherance thereof, upon request of such Unit Owner, shall nevertheless execute and deliver to such Unit Owner any and all Government Documents on the terms and conditions provided in said Article 20);

(m) no license or use fee or rental or other charge (other than the regular Common Charges and Special Assessments, if any, levied on all Unit Owners or all Residential Unit Owners, as applicable) may be levied or imposed by the Condominium Board in connection with any wall, space, concrete floor or ceiling slab (or other construction material) or other portion of the Common Elements incorporated in a Unit in connection with such Unit Change;

(n) the dimensions, usable floor area and interior space (that is, the space within the enclosing walls, floors and ceilings) of any other Unit shall not be changed or penetrated by reason of a Unit Change without obtaining the prior written Discretionary Consent of the Owner of such affected Unit;

(o) a Unit Change shall not jeopardize the soundness or structural integrity of any portion of the Building or threaten the life, health or safety of any Owner or Permitted Tenants/Occupants/Invitees of another Unit;

(p) a Unit Change shall not prevent or unlawfully impair legal access by another Unit to the egress stairs, the elevators or the 141 Fifth Avenue Public Areas;

(q) a Unit Change shall not permanently diminish or adversely and unreasonably affect: (p-1) the proper and efficient performance, function, capacity or utility of the Building's Equipment and Installations serving another Unit; or (q-2) the use of the Common Elements serving another Unit for their intended purposes; (q-3) the ability of a Residential Unit Owner to quietly enjoy their respective Unit.

(r) a Unit Change shall be performed and completed in accordance and compliance with the applicable Work Requirements set forth in Section 15.2 below, including clause (k) thereof and compliance with all applicable Laws (such as, if and to the extent required by Law: (r-1) obtaining all required approvals, permits and licenses of Governmental Authorities having jurisdiction; and (r-2) in the case of a Unit Subdivision or Unit Combination, obtaining an Alteration permit or notice or an amended or new Certificate of Occupancy for the Building or other appropriate Government Document to reflect the Unit(s) resulting from a Unit Subdivision or Unit Combination, as applicable); and

(s) an Authorized First Sold Unit Owner and an Unauthorized Sold Unit Owner (hereinafter collectively, "**such Owner**"), but not Sponsor or an Unsold Unit Owner or a Commercial Unit Owner, at the sole Cost and Expense of such Owner, shall comply with the following "**Unit Change Requirements**" before commencing construction Work (all references herein to the Condominium Board shall mean the Residential Board Members):

(s-1) such Owner shall cause to be prepared and submitted to the Condominium Board and (until issuance of the permanent Certificate of Occupancy of the Building authorizing the use of the Units for the purposes set forth in the Plan and herein) Sponsor detailed plans and specifications of the proposed Unit Change, prepared by a registered architect, licensed professional engineer or other appropriate professional chosen by such Owner;

(s-2) (in the case of a Unit Change affecting any of the Building's HVAC/Mechanical/Utility Systems) such Owner must first obtain the following approvals or consents: (s-2.1) until said permanent Certificate of Occupancy issues: the prior written Discretionary Approval or Consent of Sponsor must first be obtained as provided in Section 15.2(k) below and the prior written Reasonable Approval or Consent of the Condominium Board must first also be obtained; and (s-2.2) after said permanent Certificate of Occupancy issues: the prior written Reasonable Approvals or Consents of both Sponsor (during only the Sponsor Veto Control Period) and the Condominium Board must first be obtained;

(s-3) (in the case of a Unit Change affecting the Building's Structural Components) such Owner must obtain the prior written Discretionary Approvals or Consents of both Sponsor (during only the Sponsor Veto Control Period and until said permanent Certificate of Occupancy issues) and the Condominium Board;

(s-4) (in the case of a Unit Change affecting the Unit's entrance, windows, Balcony or Terrace or (if and as applicable), or other portions of the Unit or (if established) its appurtenant Individual Limited Common Element exposed to public view) such Owner must obtain the prior written Discretionary Approvals or Consents of both Sponsor (during only the Sponsor Veto Control Period) and the Condominium Board; and

(s-5) such Owner shall sign and deliver to the Condominium Board an alteration agreement, on the standard form adopted by, and in substance satisfactory to, the Condominium Board, setting forth the terms and conditions for performing the Unit Change (including the Condominium Board's Work rules, insurance requirements, security deposit and an indemnity in favor of the Condominium Board, its agents and employees, and all Unit Owners, from and against all Claims and Liabilities and Expenses arising out of the Unit Change), and shall pay or reimburse the Board for the reasonable Costs and Expenses incurred by it in connection with the preparation, review and execution thereof, including the fees and charges of any architect, engineer, consultant or other expert engaged by the Board to review the proposed plans and specifications of the Alteration and the fees and charges of the Managing Agent and any attorney retained by the Board in connection with such alteration agreement (the proposed fee of the Managing Agent for such service set forth in the Plan shall be deemed to be reasonable); all such Costs and Expenses shall be added to and constitute additional Common Charges payable by such Owner.

Section 13.3 Miscellaneous

(A) Definition The term "**permitted subtenants or assignees**" means subtenants under subleases made by Breck Media, Inc. (or its permitted assignees) under its Existing Lease for Office 2FS or Dr. Robert K. Gale, M.D. (or its permitted assignees) under his Existing Lease for Office 2FN, as applicable, in accordance with the terms of the Existing Lease with such Existing Tenant or assignees of the interest of either said Existing Tenant under the Existing Lease pursuant to an assignment made in accordance with the terms of such Existing Lease.

(B) Lobby and Service Elevator and Entrance The Condominium Board (on behalf of the Residential Unit Owners) shall continue to provide to the Owner of the Office Unit and its existing Tenants and their respective permitted subtenants and assignees all Existing Building Services in accordance with Sections 10.7 above, including the 141 Fifth Public Areas, the passenger and service (i.e., freight) elevators currently serving the Office Unit and the service entrance leading to said service elevator.

(C) Heat and Air Conditioning of Office Unit For so long as the Office Unit or any portion thereof is used for offices, the Office Unit or said portion thereof (as applicable) shall continue to be provided with heat and air conditioning from the Building's Systems as currently provided and in accordance with the terms herein. If all or a portion of Office Unit is converted to retail use and combined with the Retail Unit into the Combined Retail Unit: (a) the second floor space of the Combined Retail Unit shall be provided with heat and air conditioning from the Equipment serving the Combined Retail Unit; and (b) said second floor space combined into the Combined Retail Unit shall be disconnected from said Building Systems providing heat and air conditioning thereto by, and at the sole Cost and Expense of the Sponsor or the Condominium Board, as

applicable and as provided in the Offering Plan and the Residential Conversion Restated Declaration (if such Work is performed by the Condominium Board, all of said Costs and Expenses shall constitute Residential Common Expenses and charged to only the Residential Unit Owners).

(D) Reconnection to Building's Heat and Air Conditioning Systems. If the Owner of the Combined Retail Unit elects to convert the second floor space back to offices, the following shall apply: (a) such Owner, at its sole Cost and Expense, shall have the right, Freely and Without Consent, Payment or Restriction (other than to comply with the applicable Work Requirements contained in Section 15.2 below), to reconnect the second floor space to the same Building Systems providing heat and air conditioning to the Residential Units; (b) such Owner shall indemnify the Condominium Board and the Owners of the Residential Units) with respect to Claims and out-of-pocket Liabilities and Expenses actually incurred or paid as a result of, or in connection with, said reconnection Work; (c) such indemnity shall be on and subject to all of the same terms and conditions applicable to the indemnity by the Owners of the Commercial Space in favor of the same Parties contained in Section 11; and (d) the Condominium Board and the Residential Members of the Condominium Board and the Residential Unit Owners shall cooperate in good faith and in all reasonable respects to effectuate the purpose and provisions of this Section 13.3.

(E) Retail Conversion of Office Unit

(E-1) Right to Convert. The Owners of the Retail and Office Units shall have the right (but shall not be obligated), at any time, to combine the Retail Unit and Office Unit into a Combined Retail Unit in accordance and compliance with Sections 13.1 and 13.2 above and to change the use of the Office Unit to all of the same permitted uses of the Retail Unit ("**retail conversion of Office Unit 2**").

(E-2) Certificate of Occupancy and Declaration In furtherance of such right to convert the Office Unit to retail use and to combine the Retail Unit and Office Unit into a Combined Retail Unit, the Owners of the Retail and Office Units shall have the right, Freely and Without Consent, Payment or Restriction (except as expressly provided in this Section (E-2)), at their sole Cost and Expense, without the approval or consent of the Condominium Board or the Residential Unit Owners to amend the Certificate of Occupancy(the "**C of O**") of the Building (if required by applicable Laws) and this Residential Conversion Restated Declaration (as applicable) in accordance and compliance with Section 13.2 above to reflect the change in use of the Office Unit to the same permitted retail uses of the Retail Unit and to combine the Retail Unit and Office Unit into a Combined Retail Unit; provided and on condition that such amendments to the C of O and this Residential Conversion Restated Declaration (as applicable) shall not change the use of the Residential Units). The Condominium Board (and the Residential Board Members) and the Residential Unit Owners shall cooperate in good faith and in all reasonable respects with the Owners of the Retail and Office Units in connection with the retail conversion of the Office Unit in accordance with Section 13.2(a) above.

(E-3) Disruption in Building Services The Owners of the Retail and Office Units shall have the right to temporarily disrupt Building services to the Residential Units in

connection with the retail conversion of the Office Unit into a Combined Retail Unit; provided and on condition that the disruption is consistent with reasonable good construction practices and further provided and on condition that the following requirements are met or complied with:

(a) any disruption in said Building services shall be subject and subordinate to the then existing leases of the Residential Units and the rights of tenants thereunder;

(b) no disruption in said Building services shall occur or be permitted or (subject to Unavoidable Causes) suffered unless and until reasonable advance written notice is given by the Owners of the Retail and Office Units to the affected Owners of the Residential Units or the Property Manager), except in an Emergency no advance written notice will be required, but commercially reasonable efforts shall be made to give telephonic notice thereof to all affected parties; and

(c) all Work in connection therewith shall be performed: (c-1) in accordance with customary good construction practices; (c-2) with reasonable diligence and continuity throughout so as to minimize the interference with the Operation and business of the affected tenants, subtenants and occupants of the Owners and occupants of the Residential Units; and (c-3) and on an after-business hours basis to the extent such Work is customarily performed on an after-business hours basis.

(E-4) Indemnity The Owners of the Retail and Office Units shall indemnify the Condominium Board and the Owners of the Residential Units with respect to Claims and out-of-pocket Liabilities and Expenses actually incurred or paid as a result of, or in connection with, the retail conversion of the Office Unit. Such indemnity shall be on and subject to all of the same terms and conditions applicable to the indemnity by the Condominium Board and the Owners of the Residential Units in favor of the Owner of the Office Unit contained in Section 11.15 above.

(E-5) Common Expenses At such time as the Office Unit is no longer served by the Residential/Office Common Elements: (a) the Residential/Office Common Expenses shall be assessed entirely to the Residential Units and shall no longer be assessed to the Office Unit or the Combined Retail Unit; and (b) the General Common Expenses shall be appropriately adjusted to reflect the any change in Usage of the General Common Elements serving the Office Unit or the Combined Retail Unit.

(E-6) Unit Owner's Rights The implementation of the retail conversion of the Office Unit and its combination with the Retail Unit into the Combined Retail Unit shall not abridge, impair or adversely affect the Unit Owner's Rights of the Owner and tenants of the Residential Units or the use, occupancy, Operation or value of the Residential Units (as applicable), and shall not change the Common Interest(s) of such Unit(s) or the Common Expenses of such Unit(s) except as provided in the preceding Section E-5.

(F) Original Declaration Incorporation By Reference Section 13.3 of the Original Declaration shall continue in effect and be incorporated in this Residential Conversion Restated

Declaration with the same force and effect as though set forth at length, except only the references to the Owner of Office Unit 1 in the Original Declaration shall mean the Sponsor and the Owner of Office Unit 2 in the Original Declaration shall mean the Owner of the Office Unit as defined herein.

(G) Liens The applicable Unit Owner undertaking Work ("**Responsible Unit Owner**"), whether in connection with the residential conversion of the Residential Units or the retail conversion of the Office Unit or otherwise, shall solely be responsible for the payment of all professionals (including attorneys, code consultants, expediters, architects and engineers), contractors, suppliers and other third parties engaged in the Work. Any lien arising from such Work shall be recorded against only Unit of the Responsible Unit Owner and, if recorded against another Unit ("**Aggrieved Unit**"), shall be removed of record (by payment, bonding or otherwise) promptly by, and at the sole Cost and Expense of, said Responsible Unit Owner. If a lien against the Aggrieved Unit is not removed of record within 30 calendar days after being recorded, the Owner of the Aggrieved Unit, at such Owner's sole option, shall have the right (but not the obligation), in addition to all other rights and remedies at law or in equity, to remove same of record at the Cost and Expense of the Responsible Unit Owner, who shall reimburse the Owner of the Aggrieved Unit, with reasonable promptness after a reasonably detailed bill therefor is given to the Responsible Unit Owner, for all out-of-pocket Costs and Expenses actually paid or incurred as a result thereof or in connection therewith, together with per diem interest thereon at the rate equal to the lower of 12% a year or the maximum legal rate, computed from the date paid to the date reimbursement is received.

ARTICLE 14

MAINTENANCE, REPAIRS, ALTERATIONS AND OTHER WORK TO UNITS, COMMON ELEMENTS, ASSOCIATION'S PROPERTIES AND SIDEWALKS

Section 14.1 Duty to Maintain and Repair the Units, Limited Common Elements and Individual Limited Common Elements

Each Unit Owner, at such Owner's sole Cost and Expense, shall Maintain and Repair (other than structural or extraordinary Repairs expressly stated elsewhere herein or in the By-Laws to be performed by the Condominium Board) such Owner's Unit and its Equipment, Installations and Balcony or Terrace (other than the costs and expenses of any structural repairs or repairs or replacements to any Terrace or Balcony, unless the need for such repair or replacement is caused by its Residential Unit Owner, shall be charged to all Residential Unit Owners as a Residential Common Expense) or (if and as applicable), and (if established) the Unit's appurtenant Individual Limited Common Element, in accordance and compliance with the Building's Maintenance Standard. In the case of a Residential Unit, the foregoing Maintenance and Repair obligations apply to the following (where applicable to the Unit): (a) the interior Unit side of all walls and ceilings; (b) all Unit windows, the portion of the glass curtain wall windows separating a Unit from its Terrace or Balcony (if any) and (if any) (including washing and cleaning the interior and exterior sides of Unit windows, said Terrace or Balcony glass curtain wall windows and said bulkhead); (c) all tile, wood, carpet or other flooring on top of the Base Floors enclosing the Unit; (d) all kitchen and other appliances in or exclusively serving the Unit; (e) all individual Unit plumbing, heating and electrical fixtures (whether exposed to view or

concealed behind walls or partitions), including kitchen and bathroom fixtures and the Unit's individual heating and cooling Equipment and related Installations (but not any portions thereof that serve another Unit or the Common Elements); and (f) all Unit entrance and interior doors (including the door to a Balcony or Terrace and , if and as applicable). However, all such windows, the exterior side of Unit entrance doors (and related hardware and saddles), any Balcony or Terrace and any , and any other portion of the Unit exposed to public view, shall not be painted, Decorated, Repaired or Altered without obtaining the prior written Discretionary Consents or Approvals of both the Condominium Board and (during only the Sponsor Veto Control Period and until the permanent Certificate of Occupancy of the Building issues) Sponsor. All of the foregoing Maintenance and Repairs shall be performed or caused to be performed by each Unit Owner in conformity with the high dignity, first-class quality, character and standards of the Building, and in a manner that: (a) shall not materially impair or prevent, nor unreasonably interrupt or interfere with, the permitted Use and Enjoyment of other Units or other portions of the Common Elements; and (b) shall maintain the value of all Units. Each Unit Owner shall also comply with the Owner's Maintenance and Repair obligations with respect to such Owner's Unit and its appurtenant areas, Equipment and Installations set forth in Section 5.1 of the By-Laws.

Section 14.2 Duty to Maintain and Repair the Common Elements and Association's Properties

The Condominium Board (with respect to the General Common Elements, including the General Vault and the Association's General Properties), the Residential Board Members (with respect to the Residential Common Elements and the Association's Residential Properties), the Residential and Commercial Board Members (with respect to the Residential/Office Common Elements and the Association's Residential/Office Properties) and the Commercial Board Members (with respect to the Commercial Limited Common Elements, if established) shall Maintain and Repair the General Common Elements, the Residential Common Elements, the Residential/Office Common Elements, the Association's Properties and (if established) the Commercial Limited Common Elements in accordance and compliance with the Building's Maintenance Standard, including: (a) the Equipment and other Installations forming a part of each thereof and such of said Common Elements that are within, bordering and adjacent to a Unit; and (b) water leaks and air penetration between the Building Walls and Unit window frames (but excluding windows and their frames). All of the foregoing Maintenance and Repairs shall be performed by the Board or applicable Board Members in conformity with the high dignity, first-class quality, character and standards of the Building, and in a manner that: (a) shall not materially impair or prevent, nor unreasonably interrupt or interfere with, the permitted Use and Enjoyment of a Unit and (if established) its appurtenant Limited Common Element or (if established) its appurtenant Individual Limited Common Element; and (b) shall maintain the value of all Units and the Building services and Facilities to be provided to the Units pursuant to this Declaration and the By-Laws. The Costs and Expenses of such Maintenance and Repairs shall be a General Common Expense (in the case of the General Common Elements and the Association's General Properties) or Residential Common Expense (in the case of the Residential Common Elements and the Association's Residential Properties) or Residential/Office Common Expense (in the case of the Residential/Office Common Elements and the Association's Residential/Office Properties) or paid by the applicable Commercial Unit Owner (in the case of the Commercial Limited Common Elements, if established) and shall be allocated and apportioned in accordance and compliance with the Special Allocation and Apportionment Rule set forth in Article 9 above. In accordance and compliance therewith, the Commercial Unit Owners shall be allocated their allocable share of only that portion of the Costs

and Expenses to Maintain and Repair those General Common Elements or Association's General Properties that actually serve or are actually utilized by the Commercial Units and shall not be allocated or assessed any of such Costs and Expenses to Maintain and Repair the Residential Common Elements or the Association's Residential Properties, all as provided more fully in Article 9 above. The Condominium Board or applicable Board Members shall also comply with the Maintenance and Repair obligations applicable to the Common Elements set forth in Section 5.1 of the By-Laws.

Section 14.3 Maintenance, Repairs, Alterations and Work to Units, Limited Common Elements and Individual Limited Common Elements

The right and duty of each Owner, at such Owner's sole Cost and Expense, to Maintain, Repair, Alter and perform other Work in such Owner's Unit (including the Equipment and other Installations forming a part thereof and the Unit's appurtenant Balcony or Terrace and (if any), if and as applicable (including washing and cleaning the interior and exterior sides of Unit windows) and (if established) its appurtenant Individual Limited Common Element are governed by Sections 5.1 and 5.2 of the By-Laws and the applicable Work Requirements set forth in Section 15.2 below.

Section 14.4 Maintenance, Repairs, Alterations and Work as to General Common Elements, Residential Common Elements, the Residential/Office Common Elements and Association's Properties

Subject to the Board Repairs being made in accordance with an Approved Budget or an Approved Capital Budget adopted in accordance with Section 9.5 above, the Condominium Board shall have the substantially exclusive right and duty to perform all Maintenance, Repairs, Alterations and other Work with respect to the General Common Elements, the Residential Common Elements, the Residential/Office Common Elements and the Association's Properties, including the Equipment and Installations forming a part of each thereof and each of such Common Elements that are within, bordering and adjacent to a Unit, subject and subordinate to and in compliance with the applicable Work Requirements set forth in Section 15.2 below and:

(a) Sponsor's/Commercial Owners' Rights under this Declaration, the By-Laws and the Plan; and

(b) all rights and easements expressly reserved to Sponsor and granted to Unsold Unit Owners, the Commercial Unit Owners and all other Unit Owners in this Declaration, the By-Laws and the Plan.

The Costs and Expenses of such Maintenance, Repairs, Alterations and Work shall be allocated and apportioned in accordance and compliance with the Special Allocation and Apportionment Rule as set forth in Article 9 above.

Section 14.5 Requisite Approvals for Board Repairs and Alterations

Section 14.5.1 Repairs The Condominium Board shall have the right and duty to make all necessary or appropriate Repairs to the Common Elements and the Association's Properties upon the determination of the following Board Members:

(a) Repairs to only the General Common Elements or the Association's General Properties shall be determined by a majority of those Residential and Commercial Board Members

attending a duly constituted Board meeting at which a quorum is present, and without the approval or consent of any Unit Owners, subject, however, to the Board Repairs being made in accordance with an Approved Budget or an Approved Capital Budget adopted in accordance with Section 9.5 above; or

(b) Repairs to only the Residential Common Elements, Residential/Office Common Elements or the Association's Residential or Residential/Office Properties shall be determined by a majority of only those Residential Board Members, or (in the case of Residential/Office Common Elements or the Associations Residential/Office Properties) a majority of those Residential/Office Board Members, attending a duly constituted meeting of the Residential Board Members or the Residential/Office Board Members, respectively, at which a quorum is present, and without the approval or consent of the Commercial Board Members (in the case of the Residential Common Elements or the Association's Residential Properties) or any Unit Owners.

Section 14.5.2 Alterations The Condominium Board shall have the right to Alter the Common Elements and the Association's Properties ("**Board Alterations**") upon the determination of the following Board Members:

(a) Board Alterations of only the General Common Elements or the Association's General Properties shall be determined by a majority of those Residential and Commercial Board Members attending a duly constituted Board meeting at which a quorum is present, subject, however, to the Board Alterations being in accordance with an Approved Budget or an Approved Capital Budget adopted in accordance with Section 9.5 above; or

(b) Board Alterations of only the Residential Common Elements or the Residential/Office Common Elements or the Association's Residential Properties or the Residential/Office Properties shall be determined by a majority of only those Residential Board Members, or (in the case of Residential/Office Common Elements or the Associations Residential/Office Properties) a majority of those Residential/Office Board Members, attending a duly constituted meeting of the Residential Board Members or the Residential/Office Board Members, respectively, at which a quorum is present, and without the approval or consent of the Commercial Board Members (in the case of the Residential Common Elements or the Association's Residential Properties) or any Unit Owners.

The prior written Discretionary Approval or Consent of Sponsor must be obtained for all Board Alterations to be undertaken during the Sponsor Veto Control Period and until a permanent Certificate of Occupancy is obtained, that are subject to Sponsor veto control as and to the extent provided in the Plan, Section 9.12 above and Section 2.5.8 of the By-Laws. In addition, the prior written Discretionary Approval or Consent of the affected Commercial Unit Owner must be obtained for all Board Alterations that will affect the use, occupancy or Operation of a Commercial Unit or the business of a tenant or the Owner of a Commercial Unit, or any Building service provided to a Commercial Unit.

Section 14.6 Base Floors and Ceilings, Roofs and Building Walls

The right of Sponsor, each Unsold Unit Owner and each Commercial Unit Owner (including their respective authorized tenants, and the authorized Agents, Employees and Contractors of each of the foregoing) to perform Maintenance, Repairs, Alterations and other Work with respect to each such Party's Unsold Unit or Commercial Unit (as applicable) pursuant to this Declaration or the By-Laws includes the right, Freely and Without Consent, Payment or Restriction (other than the requirement to comply with the applicable Work Requirements set forth in Section 15.2 below), to pierce, remove and make openings in portions of the Base Floors, Base Ceilings, the Building's Roofs and the Building Walls enclosing each such Party's Unsold Unit or Commercial Unit (as applicable) and (if established) its appurtenant Individual Limited Common Element in the exercise of such right or in the exercise of easements or other rights expressly reserved to Sponsor and granted to each Unsold Unit Owner and the Commercial Unit Owner in the Plan or this Declaration or the By-Laws.

Section 14.7 Acts or Omissions

Any Maintenance or Repairs (whether structural or non-structural, ordinary or extraordinary) to a Unit or the Common Elements (including water leaks) necessitated by the acts, omissions, negligence, misuse, abuse or neglect of:

(a) a Unit Owner ("**Offending Unit Owner**"), or a tenant, licensee or occupant of such Offending Unit Owner's Unit, or the Agents, Employees and Contractors of such Offending Unit Owner, licensee or tenant, shall be performed by the Party responsible to Maintain same and the entire Costs and Expenses to Repair the affected Unit (excluding equipment, fixtures, furniture, furnishings, wallpaper, woodwork, built-ins, custom floors or cabinetry or other Decorations installed by the existing or a previous Owner of such affected Unit, and excluding further refinishing of floors, tiles or stones, all of which are to be Repaired by, and at the sole Cost and Expense of, the Owner of said affected Unit) or the affected Common Elements (as applicable) to as near as reasonable and economically practical to its former condition immediately before being damaged, shall be charged to, and borne entirely by, such Offending Unit Owner; or

(b) the Condominium Board, or its Agents, Employees and Contractors, shall be performed by the Party responsible to Maintain same and the entire Costs and Expenses to Repair the affected Unit (excluding equipment, fixtures, furniture, furnishings, wallpaper, woodwork, built-ins, custom floors or cabinetry or other Decorations installed by the existing or a previous Owner of such affected Unit, and excluding further refinishing of floors, tiles or stones, all of which are to be Repaired by, and at the sole Cost and Expense of, the Owner of said affected Unit) or the affected Common Elements (as applicable) to as near as reasonable and economically practical to its former condition immediately before being damaged, shall be charged to, and borne entirely by:

(b-1) all or certain Unit Owners (as appropriate) as a General Common Expense, if involving or fairly and properly allocable only to the General Common Elements or the Association's General Properties (however, each Commercial Unit Owner shall be charged for its allocable share of such General Common Expense item if, and strictly to the extent only, that such affected portions of the General Common Elements or the Association's General Properties actually serve or are actually utilized by such Commercial Unit Owner as provided more fully in Article

9 above); or

(b-2) only all Residential Unit Owners as a Residential Common Expense if involving or fairly and properly allocable to only the Residential Space or the Association's Residential Properties.

Section 14.8 Cooperation

Each Unit Owner shall fully cooperate with every other Unit Owner or the Condominium Board (as applicable) in connection with the Maintenance, Repairs and Alterations permitted or required to be performed by such other Unit Owner or the Board, and the Condominium Board shall fully cooperate with each Unit Owner in connection with the Maintenance, Repairs and Alterations permitted or required to be performed by such Unit Owner, all as more particularly set forth in Article 20 below.

Section 14.9 Sidewalks

All Sidewalk Cleaning Obligations and Sidewalk Repair Obligations with respect to the Immediately Adjacent Sidewalks to the Property, shall be performed by the Condominium Board as a General Common Expense, which shall be allocated to all Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests. The Sidewalk Cleaning Obligations and Sidewalk Repair Obligations shall be performed in accordance and compliance with the Building's Maintenance Standard and in a manner that shall not unnecessarily prevent or unreasonably interrupt or interfere with the permitted uses of the Immediately Adjacent Sidewalks to the Property by the Commercial Unit Owners and each such Owner's Permitted Tenants/Occupants/Invitees or by the Residential Unit Owners and their respective Permitted Tenants/Occupants/Invitees. However, all Signs, objects, structures, extensions or enclosures erected or installed on, in or under the Immediately Adjacent Sidewalks to the Property pursuant to Sections 10.9 , 10.10 and 10.11 above shall be Maintained and Repaired by, and at the sole Cost and Expense of, the Party erecting or installing same. In addition, all Repairs to the Immediately Adjacent Sidewalks necessitated by such erections or installations, or the Maintenance, Repair or Alteration thereof, shall be performed by, and at the sole Cost and Expense of, such Party erecting or installing same.

Section 14.10 Vaults

The General Vault and the Equipment and Installations forming a part of the General Common Elements now existing or hereafter installed or housed therein shall be Maintained and Repaired by the Condominium Board and the Costs and Expenses thereof shall be part of the General Common Expenses, which shall be allocated to and apportioned among all Unit Owners or to only all Residential Unit Owners (as applicable) in accordance and compliance with the Special Allocation and Apportionment Rule set forth in Article 9 above. Any Residential Equipment housed in the General Vault shall be Maintained and Repaired by the Condominium Board and the Costs and Expense thereof shall be included in the Residential Common Expenses, and specially allocated, apportioned and assessed to only all Residential Unit Owners in accordance and compliance with said Special Allocation and Apportionment Rule. Any Commercial Equipment housed in the General Vault shall be Maintained and Repaired by, and at the sole Cost and Expense of, the applicable Commercial Unit Owner.

The Residential Vault(s) and the Equipment and Installations forming a part of the Residential Common Elements now existing or hereafter installed or housed therein shall be Maintained and Repaired by the Condominium Board and the Costs and Expenses thereof shall be part of

the Residential Common Expenses.

The Retail Vault(s) and the Equipment and Installations forming a part of the Retail Unit now existing or hereafter installed or housed therein shall be Maintained and Repaired by the Retail Unit Owner at its sole Costs and Expenses.

If The City of New York revokes the license or right to use the General, Residential and/or Retail Vault(s), the Condominium Board, shall close or seal such Vault and relocate the Equipment and Installations located therein. The Costs and Expenses incurred to perform such Work shall be included in the General Common Expenses and charged to all Unit Owners Pro Rata to their respective Common Interests, except: (a) the Costs and Expenses to relocate the Residential Vault(s) and any Equipment or Installations comprising the Residential Common Elements shall be included in the Residential Common Expenses and charged to only the Residential Unit Owners; and (b) the Costs and Expenses to relocate the Retail Vault(s) and any Equipment and Installations comprising a Commercial Unit shall be charged to only the Owner of such Commercial Unit.

ARTICLE 15

WORK REQUIREMENTS

Section 15.1 Application

All permitted or required Maintenance, Repairs, Alterations and other Work by, or on behalf or at the direction of, Sponsor, a Unit Owner, the Condominium Board, a tenant or occupant of a Unit, or a utility provider (each, a "**Responsible Party**") shall be done and performed in accordance and compliance with all applicable Laws and the applicable Work Requirements set forth in Section 15.2 below, as well as all other requirements (if any) applicable thereto set forth elsewhere in this Declaration or the By-Laws.

Section 15.2 Work Requirements

The "**Work Requirements**" to be met and complied with pursuant to Section 15.1 above and where required elsewhere in the Declaration and the By-Laws are as follows:

(a) the Work undertaken by an Owner, tenant or occupant of a Unit, or the Condominium Board or a utility provider shall be prosecuted with reasonable diligence and continuity to completion and performed in a manner that does not permanently prevent or unreasonably interrupt or interfere with, or otherwise unreasonably and adversely affect, the permitted Use and Enjoyment of a Unit (other than the Unit of the Owner, tenant or occupant undertaking the Work) or the Common Elements (including the Equipment and Installations forming a part of such Unit or Common Elements), and shall be performed in a manner which minimizes such interruption or interference to the extent reasonable and practical;

(b) if the Work permitted in a Unit requires access to another Owner's Unit or (if established) its appurtenant Limited Common Element or its appurtenant Individual Limited Common

Element, or to any of the Common Elements, or if the Work permitted in any of the Common Elements requires access to a Unit or its appurtenant Limited Common Element, such access by contractors, subcontractors, workers, architects, employees and others engaged in the Work and the right to transport therein materials and supplies in connection therewith, shall be permitted subject and subordinate to the rights of the then existing tenants and/or occupants of Unsold Units and the Commercial Units and subject further to same being exercised reasonably and in a manner that does not permanently prevent and minimizes to the extent reasonable and economically practical any interruption or interference with the Use and Enjoyment of the affected Unit or Common Elements;

(c) the Work shall be performed and completed in accordance and compliance with the requirements of Section 10.1 above and the prohibitions of Section 10.2 above;

(d) at least five (5) business days before an Owner, tenant or occupant of a Sold Unit or the Condominium Board or a utility provider begins Work on, or affecting, the Building's Structural Components, such Responsible Party performing the Work shall obtain and (if the Responsible Party is not the Condominium Board) deliver to the Board, and shall make available to all Unit Owners, a certification to the Board and Unit Owners from a duly licensed engineer specializing in structural engineering that the structural integrity of the Building's Structural Components and the life, safety and health of occupants of the Building shall not be impaired or threatened or adversely affected by such Work;

(e) the Work involving or affecting the Residential Common Elements, Residential/Office Common Elements, General Common Elements or the Association's Properties (including the Equipment and Installations forming part of each thereof and the Building's Structural Components):

(e-1) shall be performed in a good and workmanlike manner and in accordance with good construction practices by duly licensed and qualified contractors and subcontractors and (in the case of Work undertaken by an Owner, tenant or occupant of a Sold Unit or a utility provider involving or affecting the Building's Structural Components) a duly licensed and qualified engineer specializing in structural engineering who is Reasonably Approved by the Condominium Board; and

(e-2) shall utilize materials compatible with, and of at least substantially equal or better quality, design, function and utility than, those then existing in the Building;

(f) with respect to any Work by the Condominium Board or a utility provider permitted to be performed in a Unit or (if established) its appurtenant Individual Limited Common Element or the public areas of the Common Elements, subject to clause (k) hereinbelow:

(f-1) any pipes, ducts, wiring, conduits or other Equipment or Installations in connection with such Work shall be concealed in, behind or under the walls, floors or ceilings or, if not economically practical or feasible, appropriately boxed

in without materially reducing the usable areas thereof; and

(f-2) (in the case of Work by the Condominium Board requiring access to a Unit) upon the request of the Owner of the affected Unit, or (in the case of Work affecting the Common Elements) upon the request of Sponsor (during only the Sponsor Veto Control Period and until the issuance of the permanent "C of O" as defined in clause (k) hereinbelow), the Condominium Board shall prepare or obtain (as a Common Expense allocated, apportioned and assessed to all or certain Unit Owners (as applicable) in accordance and compliance with the Special Allocation and Apportionment Rule set forth in Article 9 above) and submit to such affected Unit Owner or Sponsor (as applicable), and such Party shall receive, at least five (5) business days before entering such Owner's affected Unit, or Sponsor shall receive at least twenty (20) business days before the Work begins in the Common Elements:

(f-2.1) copies of all detailed plans and specifications of the Work;

(f-2.2) (as to Sponsor or an affected Commercial Unit Owner only) copies of all required permits, licenses, certificates, approvals and consents of Governmental Authorities having jurisdiction of the Work; and

(f-2.3) a policy or original certificate of insurance for such insurance coverage and amounts, and issued by such insurer, as (in the case of Work in a Unit) shall be Reasonably Approved by the Condominium Board or an affected Commercial Unit Owner, as applicable (but naming the affected Unit Owner as an additional insured party) or (in the case of Work in the Common Elements) shall be Reasonably Approved by both Sponsor (during only the Sponsor Veto Control Period and until the issuance of said permanent C of O) and the Condominium Board (any dispute as to such insurance shall be resolved by arbitration pursuant to the By-Laws), and (if obtainable at reasonable rates) providing that at least thirty (30) calendar days' advance written notice shall be given to the affected Unit Owner or Sponsor (as applicable) by the insurer before such insurance coverage is terminated, cancelled or expires;

(g) the Responsible Party undertaking or performing the Work, or the Responsible Party who permits or suffers a tenant or occupant of a Unit owned by it to undertake or perform any Work, at such Responsible Party's sole Cost and Expense:

(g-1) (in the case only of Work by the Condominium Board) shall maintain the insurance in the preceding clause (f) in full force and effect for the duration of the Work in the affected Owner's Unit;

(g-2) (if the Condominium Board is not the Responsible Party) shall indemnify the Condominium Board and its members, officers, employees, agents (including the Managing Agent) and attorneys, and each and every other Unit Owner, from and against any and all Claims and Liabilities and Expenses arising from the Work or the failure to comply with any Work Requirement or other provision of this Declaration, the By-Laws or the Rules and Regulations;

(g-3) shall file as and when required all necessary notices, applications, certifications, plans and specifications with Governmental Authorities having jurisdiction and (if the Responsible Party is a Sold Unit Owner, but not if the Responsible Party is Sponsor, an Unsold Unit Owner or a Commercial Unit Owner) shall pay or reimburse the Board for all Costs and Expenses of the Board to prepare, review, execute and/or submit any Government Document required in connection with the Work to be so submitted pursuant to Article 20 below;

(g-4) shall obtain and promptly following completion of the Work involving a Unit Change shall deliver to the Condominium Board, and the Board shall make available to all Unit Owners and their representatives from time to time: (g-4.1) (in the case of Work by a Sold Unit Owner, but not Work by Sponsor, an Unsold Unit Owner or a Commercial Unit Owner) an accurate and complete set of "as built" plans and specifications of the Work; (g-4.2) (if required by Law) an alteration permit or a new or amended Certificate of Occupancy of the Building (which shall not change the authorized use of another Unit without the prior written Discretionary Approval or Consent of the Owner thereof) and all necessary inspections, approvals, sign-offs, licenses, permits, notices and certifications of Governmental Authorities having jurisdiction; and (g-4.3) (if required by the Condominium Board in the case of Work by a Sold Unit Owner, but not Work by Sponsor, an Unsold Unit Owner or a Commercial Unit Owner) the Board of Fire Underwriters certificate with respect thereto;

(g-5) shall assume all responsibility (including payment and performance) for: (g-5.1) the Work and the performance, Maintenance and Repair of the Equipment and Installations involved in the Work; (g-5.2) the failure of the proper and efficient performance, function, capacity and utility of any Equipment and Installations affected by the Work; (g-5.3) the weather-tightness of any Work affecting the Building Walls, windows, doors or Roofs; (g-5.4) the waterproofing of any portion of the Building structure directly or indirectly affected by the Work; and (g-5.5) plumbing leaks and damage to another Unit or the Common Elements caused by the Work;

(g-6) shall promptly and within thirty (30) calendar days satisfy or discharge by bond or otherwise any and all mechanic's liens for work or materials filed against another Unit or the Common Elements;

(g-7) shall not prevent or unlawfully impair legal access of another Unit to an egress stair, an elevator, the 141 Fifth Avenue Public Areas, or the Common Elements leading to a street; and

(g-8) shall not permanently diminish or adversely and unreasonably affect the proper and efficient performance, function, capacity and utility of another Owner's Unit or the Common Elements serving another Unit (including the Equipment and Installations forming a part of each);

(h) with respect to the following Work to be undertaken by a Sold Unit Owner (but not Work

by Sponsor, an Unsold Unit Owner, a Commercial Unit Owner or (if such Work is authorized by Sponsor or an Unsold Unit Owner, as applicable) an Authorized First Sold Unit Owner) or a tenant or occupant of a Sold Unit (but not Work by a tenant or occupant of an Unsold Unit or a Commercial Unit), such Responsible Party, at the sole Cost and Expense of such Responsible Party, shall comply with the following requirements before commencing the Work (all references herein to the Board shall mean the Residential Board Members):

(h-1) in the case of any Work requiring the Discretionary or Reasonable Approval or Consent of the Condominium Board and/or Sponsor: such Responsible Party shall give the Board and/or Sponsor (as applicable) written notice of the details of the proposed Work and (if requested by the Board and/or Sponsor, as applicable) shall also cause to be prepared and submitted to the Condominium Board and/or Sponsor (as applicable) detailed plans and specifications of the proposed Work, prepared by an architect, engineer or other appropriate professional chosen by such Responsible Party;

(h-2) in the case of Work requiring submission of plans and specifications thereof: in accordance with Section 15.3 below, such Responsible Party shall pay or reimburse the Board and/or Sponsor (as applicable) for the reasonable Costs and Expenses of any architect, engineer or other consultants or experts retained by the Board and/or Sponsor (as applicable) to review and advise the Board and/or Sponsor (as applicable) with respect to such plans and specifications of said proposed Work;

(h-3) in the case of Work affecting any of the Building's HVAC/Mechanical/Utility Systems: the prior written Reasonable Approval or Consent of the Condominium Board and (during only the Sponsor Veto Control Period and until issuance of said permanent C of O of the Building as provided in clause (k) hereinbelow) the prior written Discretionary Approval or Consent of Sponsor therefor must be obtained;

(h-4) in the case of Work affecting the Building's Structural Components: the prior written Discretionary Approvals or Consents of both the Condominium Board and (during only the Sponsor Veto Control Period and until issuance of said permanent C of O of the Building) Sponsor therefor must be obtained;

(h-5) in the case of Work affecting a Sold Unit's windows, Terrace or Balcony glass curtain wall windows, Balcony or Terrace and , if any, (if and as applicable) (including the door leading thereto and any enclosure, partition, flooring, landscaping, furnishing, painting, installing Balcony/Terrace Objects or other Decorations to a Balcony or Terrace and , if any, or other portions of a Sold Unit or (if established) its appurtenant Individual Limited Common Element exposed to public view: the prior written Discretionary Approvals or Consents of both the Condominium Board and (during only the Sponsor Veto Control Period and until issuance of said permanent C of O of the Building) Sponsor therefor must be obtained (the foregoing, however, does not apply to Decorating the portions of the interior of a Sold Unit that are not exposed to public view, which may be

performed without obtaining any approvals or consents); and

(h-6) in the case of any of the foregoing Work by said Responsible Party for which the requisite Discretionary or Reasonable Approval or Consent (as applicable) is given: upon the request of the Condominium Board, such Responsible Party and (if the Responsible Party is a tenant or occupant of a Sold Unit) the Owner of such Sold Unit shall: (h-6.1) sign and deliver to the Condominium Board an Alteration agreement, on the standard form adopted by, and in substance satisfactory to, the Condominium Board, setting forth the terms and conditions for performing the Work (including the Condominium Board's Work rules (with respect to hours, days, duration and otherwise), insurance requirements, security deposit and an indemnity in favor of the Condominium Board, its agents and employees, and all Unit Owners, from and against all Claims and Liabilities and Expenses arising out of the Work); and (h-6.2) pay all reasonable fees and charges of the Managing Agent and any attorney, architect, engineer and other consultants and experts engaged by the Board in connection with such Alteration agreement (the proposed fee of the Managing Agent for Unit Alterations set forth in the Plan shall be deemed reasonable);

(i) no Work by a Sold Unit Owner or the Condominium Board shall be undertaken that would with reasonable likelihood: (i-1) permanently or substantially prevent, interfere with, interrupt or adversely affect the Operation of an Unsold Unit or a Commercial Unit or the business of any tenants or occupants thereof or other Use and Enjoyment of an Unsold Unit or a Commercial Unit or any portion thereof, without obtaining the prior written Discretionary Approval or Consent of the Owner of such Unsold Unit or Commercial Unit, respectively, therefor; or (i-2) otherwise temporarily prevent, interfere with, interrupt or adversely affect the Use and Enjoyment of an Unsold Unit or a Commercial Unit, without obtaining the prior written Reasonable Approval or Consent of the Owner of such Unsold Unit or Commercial Unit (as applicable) therefor; and if said Discretionary or Reasonable Approval or Consent (as applicable) is given, the Responsible Party performing such Work shall indemnify said Unsold Unit Owner or Commercial Unit Owner (as applicable) from and against any and all Claims and Liabilities and Expenses arising from the Work, including any Claims asserted by tenants or occupants of such Unsold Unit or Commercial Unit, as applicable (if the Condominium Board is the Responsible Party, such indemnity shall be deemed given on behalf and for the account of only the applicable Unit Owners who are paying for the costs of the Work), or (i-3) create substantial dust, unreasonably loud noise, highly offensive odors or other substantial disturbances or material inconveniences affecting the tenants, occupants or invitees of a Unit unless such Work is performed after business hours or during non-business days;

(j) all Work undertaken or performed by an Owner, tenant or occupant of a Sold Unit, in addition to the other Work Requirements set forth herein, shall be performed in accordance with good construction practices and: (j-1) in a manner that shall not interfere with, or cause any labor disturbances or stoppages in, the Work of the Condominium Association's employees or the contractors or subcontractors employed by the Condominium Board or Sponsor in connection with any services being provided to, or Work being performed in, the Units or the Building; and (j-2) by such architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the

Managing Agent's then approved list, as such list may change from time to time, in the sole discretion of the Residential Board Members or the Managing Agent;

(k) in addition to the other Work Requirements set forth in this Section 15.2, until Sponsor has fulfilled its obligation under the Plan to obtain a permanent Certificate of Occupancy of the Building ("**C of O**") authorizing the use of the Units as built for their intended purposes as set forth in the Plan and this Declaration, no Work shall be undertaken or performed by an Owner, tenant or occupant of a Sold Unit (but not work by a Commercial Unit Owner or a tenant or occupant of a Commercial Unit authorized by the Owner of such Commercial Unit) or by the Condominium Board or its agents (including the Managing Agent) or employees or contractors (other than ordinary Maintenance and Repairs that do not require the filing of an alteration application with, or the issuance of a building or construction or work permit or other similar authorization from, the New York City Department of Buildings or other Governmental Authority), unless all of the following are complied with (any conflict or ambiguity between the provisions of this clause (k) and any other Work Requirements shall be resolved in favor of this clause (k), which is paramount and shall govern):

(k-1) the applicable Sold Unit Owner or Condominium Board (as the case may be) shall first give Sponsor a reasonably detailed written notice of the Work and such further information (including architectural and/or engineering plans and specifications) as Sponsor may require; and

(k-2) the applicable Sold Unit Owner or the Condominium Board (as the case may be) shall obtain the prior written Discretionary Approval or Consent of Sponsor therefor, and if such approval or consent is given Sponsor may (in Sponsor's sole and absolute discretion) condition same upon compliance with any one or more, or all, of the following requirements (it being intended that Sponsor may at any time revoke its approval or consent for failure to comply with any thereof):

(k-2.1) if the continuance of such Work or any condition arising therefrom would (in Sponsor's sole and absolute judgment) delay the issuance of said permanent C of O or a temporary C of O or an extension of a previously issued temporary C of O, then immediately after the giving of written notice by Sponsor, said Unit Owner or the Condominium Board (as applicable) shall cease all such Work, remove any such condition and restore the Unit or the Common Elements (as applicable) to the condition existing before commencing such Work, all as and to the extent required by Sponsor;

(k-2.2) Sponsor hereby reserves the right to enter the Unit or the Common Elements (as applicable), without being liable or guilty in any manner of trespass or otherwise, and, at the sole Cost and Expense of such Unit Owner or the Condominium Board (as applicable), remove such condition and restore the Unit or the Common Elements (as applicable) to its or their former condition if not so done promptly and within any time period specified by Sponsor;

(k-2.3) clauses (k-1), (k-2.1) and (k-2.2) above shall apply to any proposed changes in such permitted Work;

(k-2.4) if requested by Sponsor, said Unit Owner or the Condominium Board (as applicable) shall post a bond or other security acceptable to Sponsor, in such amount and issued by such insurer or other issuer acceptable to Sponsor, in order to secure the diligent and lien-free completion of such Work and compliance with all applicable Laws;

(k-2.5) such Work shall not commence until all required permits, certificates, licenses and other authorizations therefor are issued and complete copies thereof are delivered to, and received by, Sponsor;

(k-2.6) such Work shall be prosecuted with reasonable diligence and continuity to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits, certificates, licenses and other authorizations of Governmental Authorities having jurisdiction;

(k-2.7) Sponsor and its representatives shall be given reasonable access to said Owner's Unit or the Common Elements (as applicable), from time to time, to inspect such Work as it progresses;

(k-2.8) promptly after the completion of such Work, all necessary governmental inspections, approvals and sign-offs of the same shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate Governmental Authorities, and Sponsor shall be given a copy of all such inspections, approvals, sign-offs, notices and certifications;

(k-2.9) said Unit Owner or the Condominium Board (as applicable) shall indemnify Sponsor from and against all Claims and Liabilities and Expenses arising, directly or indirectly, from such Work or the failure to comply with any of the requirements set forth in this clause (k-2), including Claims and Liabilities and Expenses incurred or suffered by Sponsor due to: any violation of Law, any delay in obtaining a temporary or permanent C of O or an extension of a previously issued temporary C of O, or the failure to make all appropriate filings with Governmental Authorities in connection with the same; and

(k-2.10) all contractors shall be duly licensed to the extent required by applicable Law and, if required under any contract with any union whose members are performing services at the Building directly or indirectly at the behest, for the benefit, or for the account of Sponsor or the Condominium Board, such Work shall be performed solely by union members;

(l) if any Owner, tenant or occupant of a Sold Unit or the Condominium Board commences Work in violation of the terms and conditions of this Section 15.2, or fails to comply with any of the requirements set forth in this Section 15.2, then the following shall apply:

(l-1) in the case of a violation or non-compliance by an Owner, tenant or occupant of a Sold Unit, until such offending Party complies with same, the Condominium Board or (during only the Sponsor Veto Control Period and until said permanent Certificate of Occupancy of the Building issues) the Sponsor, or only Sponsor if the violation or non-compliance pertains to the preceding clause (k), shall be entitled to cause the Work by such offending Party to be halted, including to cause the Managing Agent and the Building's superintendent to deny access to the Building to such offending Party's Agents, Employees and Contractors for any purpose (other than to remove their tools and Equipment, provided such Persons are accompanied at all times by the Building's superintendent or other Person designated by the Board or Sponsor, as applicable), and during the period the Work is halted and until such offending Party is permitted hereunder to resume its Work, the Board or Sponsor (as applicable) shall have the right (but not the obligation), for the account of such offending Party, to enter the offending Party's Unit without being liable or guilty in any manner of trespass or otherwise, and to perform any and all Work in and to such offending Party's Unit as shall be necessary, in the sole and absolute judgment of the Board or Sponsor (as applicable), in order to avoid the suspension of, or to restore, a Building service, whether or not such Work shall be in compliance with the plans and specifications for the Work theretofore performed by, or on behalf of, such offending Party (the Costs and Expenses of any such Work performed by the Board or Sponsor, as applicable, shall be borne by such offending Party and shall be paid to the Board as additional Common Charges or to Sponsor, as applicable, within five (5) calendar days from giving a reasonably detailed written demand by the Board or Sponsor, as applicable, therefor, which shall be accompanied by any supporting bills from contractors and suppliers or the wages of the employees engaged in such Work); or

(l-2) in the case of a violation or non-compliance by the Condominium Board, until the Board complies with same, Sponsor shall be entitled to cause such Work by the Board to be halted, including to cause the Managing Agent and the Building's superintendent to deny access to the Building to the Board's Agents, Employees and Contractors engaged in such Work for any purpose (other than to remove their tools and Equipment, provided such Persons are accompanied at all times by the Building's superintendent or other Person designated by Sponsor), and during the period the Work is halted and until the Board is permitted hereunder to resume its Work, Sponsor shall have the right (but not the obligation), for the account of the Board, to perform any and all Work in and to the Common Elements as shall be necessary, in Sponsor's sole and absolute judgment, in order to avoid the suspension of, or to restore, a Building service, whether or not such Work shall be in compliance with the plans and specifications for the Work theretofore performed by, or on behalf of, the Board (the Costs and Expenses of any such Work performed by Sponsor shall be borne by the Board and shall be paid to Sponsor within five (5) calendar days from giving a reasonably detailed written demand by Sponsor therefor, which shall be accompanied by any supporting bills from contractors and suppliers or the wages of Sponsor's employees engaged in such Work); and

(m) all Work to be undertaken affecting the Building Walls that enclose or border the

Residential Space (which are part of the Residential Common Elements) shall be determined by the Condominium Board; provided, however, that if such Work will involve the erection of a sidewalk bridge, scaffolding or other structure in front of a Commercial Unit, or the hanging of a scaffold from the Building's Roof above a Commercial Unit (all of the foregoing are collectively **"Sidewalk Structure"**), the following shall apply and be observed:

(i) the Sidewalk Structure shall be erected, to the full extent permitted by Law, at a height and in a manner so as: (i-1) to minimize any obstruction of the Storefronts or display windows and Signage of tenants of the Retail Unit and (if converted to retail use) the Office Unit (i.e., the Combined Retail Unit); and (i-2) not to prevent, block or interfere in a material manner with access to space and store entrances occupied by such tenants;

(ii) the Sidewalk Structure shall contain, at the sole Cost and Expense of the Owner of the Residential Units or the Condominium Board (as applicable), appropriate Signage for each store tenant of the Retail Unit at such locations, size, fabrication, material and content identifying the store tenant as shall be Reasonably Approved in writing by the Owner of the Retail Unit;

(iii) the Sidewalk Structure and said Signage shall be erected, Maintained and Repaired in good condition and in accordance with the Building's Maintenance Standard by, and at the sole Cost and Expense of, the Responsible Party erecting same and without Cost or Expense to the Retail Unit Owner;

(iv) the Owner of the Retail Unit shall be given not less than 30 days' prior written notice of the proposed erection of the Sidewalk Structure, which notice shall include reasonable details of the timing and projected duration of the Work and the plans and specifications for the Sidewalk Structure and said Signage, except in the case of an Emergency telephonic notice may be given with such details as are reasonable and practical under the circumstances and in accordance with good construction practices; and

(v) no Sidewalk Structure shall be erected during prime retail periods, which currently are from November 1st through January 1st and from April 1st through May 31st, as such prime retail periods may change and be designated from time to time by the Owner of the Retail Unit, except Work required by Law that may not be delayed or Work necessitated by an Emergency may be performed at any time;

(n) the Sponsor: (n-1) shall obtain and maintain in force and effect throughout the continuance of the Work related to the residential conversion of Office Unit 1 such insurance coverage and amounts, and issued by such insurer, as shall be customary in the marketplace for a prudent owner performing comparable Work in similar mixed-use buildings in Manhattan and, with respect to the portions of such Work (if any) that shall affect the General or Residential/Office Common Elements, as shall be Reasonably Approved by the Owners of the Commercial Units; and (n-2) shall cause any contractor engaged in said Work to obtain and maintain in force and effect throughout the

continuance of the Work by such contractor such insurance coverage and amounts, naming the Owners of the Commercial Units as additional insured parties, and issued by such insurer, as shall be customary in the marketplace for a prudent contractor performing comparable Work in similar mixed-use buildings in Manhattan.

Section 15.3 Procedure to Obtain Approval

Whenever an Owner or tenant of a Sold Unit is required to obtain the Discretionary or Reasonable Approval or Consent of the Board in this Declaration or the By-Laws, such Sold Unit Owner or tenant (together, ("**Applicant**"), at Applicant's sole Cost and Expense, shall submit to the Board such documents and information (including plans and specifications of any proposed Maintenance, Repair, Alteration or other Work) as the Board may reasonably request. The Board, at the sole Cost and Expense of the Applicant, may engage one (1) or more architects, engineers and other consultants and experts to review, consult and advise on such documents and information, to monitor the Work and generally on the matters for which the Discretionary or Reasonable Approval or Consent (as applicable) is required. The Applicant shall also pay or reimburse the Board (as directed) for the reasonable fees and charges of the Managing Agent and any attorney retained by the Board in connection therewith and any alteration agreement to be entered into with respect thereto (the proposed fee of the Managing Agent for such service set forth in the Plan shall be deemed to be reasonable). All amounts payable by the Applicant pursuant to this Section 15.3 shall constitute additional Common Charges of the Applicant's Sold Unit and shall be payable by the Owner of such Sold Unit within ten (10) calendar days after written demand therefor is made, which shall be accompanied by a reasonably detailed statement of such Costs and Expenses.

Section 15.4 30 Days to Approve or to Deny

The Board shall respond to such request for Discretionary or Reasonable Approval or Consent within thirty (30) calendar days after it receives the request and all such related documents and information. Failure to timely respond shall constitute the requisite Approval or Consent (as applicable) of the Board. In the event the Reasonable Approval or Consent of the Board is required and the Board conditions, withholds or denies giving its Reasonable Approval or Consent, the Board shall set forth its basis or explanation of such condition, withholding or denial, including (if applicable) a failure of the Applicant Sold Unit Owner to submit adequate documents or information to make a determination on whether to give, deny, withhold or condition its Reasonable Approval or Consent. In all cases not expressly providing for the Reasonable Approval or Consent of the Board, the approval or consent to be obtained shall be the Discretionary Approval or Consent and, accordingly, may be delayed, conditioned, withheld or denied without cause or explanation and without liability or other recourse against the Board, or its members, officers, agents, employees or attorneys, by reason thereof.

Section 15.5 No Assumption of Liability or Approval of Suitability.

Section 15.5.1 No Assumption of Liability The Condominium Board, Sponsor and Unit Owners (other than the Unit Owner who or whose tenant or Unit's occupant is performing the Work), and their respective employees, agents, attorneys and the respective Related Parties of said Unit Owners shall not be responsible or liable for the Work performed by an Owner, tenant or occupant of a Unit, or for any Claims or Liabilities and Expenses arising therefrom. Similarly, the Commercial Unit Owners shall not be responsible or liable for the Work performed by the Condominium Board with respect to only the Residential Space or the Association's Residential

Properties, or for any Claims or Liabilities and Expenses arising therefrom. The Responsible Party performing the Work and (in the case of Work being performed by the Condominium Board on only the Residential Space) the Condominium Board as agent on behalf of only all Residential Unit Owners shall be solely responsible and liable for all Claims and Liabilities and Expenses arising from the Work, including those relating to: (a) the preparation, execution or submission of a Government Document; (b) payments to contractors, subcontractors, workers, architects, engineers, consultants or others engaged in the Work or to suppliers of material or Equipment; and (c) personal injury and property damage.

Section 15.5.2 No Assumption of Suitability The approval or consent of the Condominium Board or Sponsor, and the approval or consent given with respect to any plans and specifications or the other documents or information submitted in connection with a request for approval or consent, shall not constitute an assumption by the Condominium Board or Sponsor of any responsibility or liability for the Maintenance, Repair, Alteration or other Work to which the same relates, nor an approval, acknowledgment or admission of the accuracy, suitability or soundness of such plans and specifications or other documents or information or their conformity with applicable Law, nor a limitation on the rights of the Board or Sponsor, or the obligations of the Responsible Party performing such Maintenance, Repair, Alteration or other Work, and such Responsible Party shall remain solely responsible and liable for such Maintenance, Repair, Alteration or other Work.

Section 15.6 Remedies

If any of the Work Requirements are not timely met or observed or are otherwise violated, the "**Affected Party**", i.e., the Board (with respect to Work in or affecting the Common Elements), the Sponsor (with respect to Work requiring the Discretionary or Reasonable Approval or Consent of Sponsor) and a Unit Owner (with respect to Work in or affecting such Owner's Unit) shall have the following rights so long as such violation continues and until all Work Requirements are met and observed: (a) the right to suspend, prohibit and enjoin the Work and stop workers, suppliers or deliveries from entering such Common Elements or such Owner's Unit (as applicable); and (b) if reasonably required to avoid or discharge a violation of Law or the Condominium Documents or an impermissible prevention or interruption in the permitted use or Operation of, or the business conducted in, or the services to, such Common Elements or such Owner's Unit, or to avoid or reduce delaying the issuance of the aforesaid permanent Certificate of Occupancy of the Building or the aforesaid extension of a previously issued temporary Certificate of Occupancy as provided in Section 15.2 (k) and (l) above) the right to cause the offending Work to be removed and such Common Elements or such Owner's Unit (as applicable) to be restored to its former condition before undertaking the Work, all at the sole Cost and Expense of the Responsible Party. The exercise of the remedies under this Section 15.6 and any underlying dispute or controversy giving rise to the exercise thereof, at the exclusive option and discretion of the Affected Party, shall not be subject or submitted to arbitration under Article 19 of the By-Laws.

Section 15.7 Correction of Defects

The Responsible Party performing the Work shall assume full and sole responsibility (including payment and performance) to promptly and properly correct all defects (latent and patent, structural and non-structural, ordinary and extraordinary) in the Work. If such defects adversely affect the Use and Enjoyment of the Common Elements or a Unit of another Unit Owner and are not corrected promptly and (in any event) within thirty (30) calendar days after being given

written notice thereof, the Board or (if the Board is the Responsible Party) Sponsor during only the Sponsor Veto Control Period and until issuance of said permanent Certificate of Occupancy of the Building (in the case of the Common Elements) and the affected Unit Owner (in the case of such Owner's Unit) shall have the right, for the account and at the sole Cost and Expense of the Responsible Party, to correct the defect to the extent necessary to permit the continued Use and Enjoyment of the adversely affected Common Elements or Unit (as applicable).

ARTICLE 16

ACQUISITION OF UNITS BY CONDOMINIUM BOARD

Section 16.1 Authority for Acquisition

The Condominium Board is hereby granted the power as agent of the applicable Unit Owners on whose behalf the Board is acting (as set forth herein and in the By-Laws and subject to the special allocation, apportionment and assessment of Costs and Expenses set forth in Section 16.5 below):

(a) to accept a surrender of, and thereby acquire title to, a Unit and its appurtenant Common Interest from any Unit Owner who elects to surrender the Owner's Unit and its appurtenant Common Interest pursuant to the terms of the By-Laws or Section 339-x of the Condominium Act;

(b) to purchase and acquire or lease a Unit and its appurtenant Common Interest and other real and personal property pursuant to Article 2 of the By-Laws, which includes a purchase or lease as a result of the exercise of a Match Offer Right (commonly known as a Right of First Refusal) of the Condominium Board, as provided in Article 16 of the By-Laws, or otherwise; and

(c) to purchase and acquire title to a Unit and its appurtenant Common Interest at a sale following a foreclosure of its lien for unpaid Common Charges pursuant to the By-Laws and Section 339-aa of the Condominium Act or to so purchase and acquire a Unit and its appurtenant Common Interest by a deed given in lieu of such foreclosure.

Section 16.2 Acquisition By Nominee or Designee of Board

Such acquisition, purchase or lease of a Unit or other real and personal property pursuant to Section 16.1 above may, at the option and discretion of the Condominium Board, be in the name of the Condominium Board or in the name of a nominee or designee of the Condominium Board, corporate or otherwise, in each case as agent of only the applicable Unit Owners on whose behalf the Board is acting (e.g., only all Residential Unit Owners in the case of a Residential Unit being acquired, purchased or leased).

Section 16.3 Authority for Dispositions

The Condominium Board, as agent of only the applicable Unit Owners on whose behalf the Board is acting, is hereby granted the further power to make all Dispositions whatsoever with respect to each Unit acquired, purchased or leased pursuant to Section 16.1 above (but not to cast the votes appurtenant to a Unit owned by the Condominium Board or its nominee or

designee), including the following:

(a) to hold, lease or sublease and Operate such Unit and its Equipment and Installations;

(b) (in the case of a Unit acquired or purchased) to mortgage and grant security interests in such Unit and its appurtenant Common Interest, subject to obtaining the Discretionary Approval or Consent of Sponsor during only the Sponsor Veto Control Period;

(c) (in the case of a Unit acquired or purchased) to offer and contract for sale at public or (at the option and discretion of the Condominium Board) private sale, on terms and conditions determined by the Condominium Board (in its sole judgment and discretion), and convey such Unit and its appurtenant Common Interest; and

(d) to make such other Dispositions of such Unit and its appurtenant Common Interest as may be determined by the Condominium Board, in its sole judgment and discretion (but not to cast the votes appurtenant to a Unit owned by the Condominium Board or its nominee or designee).

The foregoing power to make Dispositions of a Unit shall apply to all other real and personal property acquired, purchased or leased by the Condominium Board pursuant to Section 16.1 above.

Section 16.4 Included in Association Residential Properties

Each Residential Unit acquired, purchased, leased, Operated or otherwise held by the Condominium Board (or its nominee or designee) shall be part of the Association's Residential Properties and all Unit Owners shall be deemed to have waived all rights of partition, use and occupancy thereof.

Section 16.5 Allocation of Costs and Expenses

The purchase price and related acquisition expenses or the rent and related leasing expenses payable by the Condominium Board (or its nominee or designee) to purchase or lease a Residential Unit (as applicable), and all Costs and Expenses to own or lease (as applicable) such Unit, including the Maintenance, Repair, Alteration, Operation and Disposition of such Unit, shall be borne entirely by the Residential Unit Owners Pro Rata to their respective Common Interests as part of the Residential Common Expenses in accordance with the Special Allocation and Apportionment Rule set forth in Article 9 above and Section 339-m of the Condominium Act.

ARTICLE 17

POWER OF ATTORNEY FROM EACH UNIT OWNER

Section 17.1 Grant of Limited Power of Attorney

With the intention to constitute a limited, durable power of attorney:

(a) Sponsor and 141 Fifth Avenue LLC (as the initial Owners of all Units) do hereby irrevocably authorize, appoint and designate, and

(b) all successive Owners of each and every Unit, by accepting or recording a deed to a Unit or otherwise succeeding to title to a Unit (whether through operation of Law, or by transfer, merger, consolidation, liquidation, dissolution or otherwise), shall thereupon automatically have, and be deemed to have, irrevocably authorized, appointed and designated,

each of the following (individually, "**attorney-in-fact**"), severally, as agent and attorney-in-fact, "coupled with an interest" and for valuable consideration, and with full power of substitution, of Sponsor or each such Unit Owner (either, "**Principal**"), as applicable, to act on behalf and as agent of Principal and in the name, place and stead of the Principal in any way which the Principal could do if personally present, to the full extent that the Principal is permitted by Law to act through an agent, with respect only to all of those matters, transactions and Dispositions expressly stated in this Declaration or the By-Laws that each such attorney-in-fact has the power to do or perform on behalf and as agent of Principal, including in particular (but not limited to) the following rights, powers and authority (collectively, "**power**" or "**powers**"):

(a) Sponsor, each Unit Owner and the individuals who shall from time to time constitute the Condominium Board (in their capacity as Board Members), severally, as agent and attorney-in-fact of Principal, having the power to amend the Condominium Documents in accordance with Article 22 below;

(b) Sponsor and each Commercial Unit Owner and the individuals who shall from time to time constitute the Condominium Board (in their capacity as Board Members), severally, as agent and attorney-in-fact of Principal, having the power to grant Utility Easements and Rights and Additional Utility Easements/Rights in accordance with Section 11.11 and 11.4 above or to record a correction Declaration in accordance with Section 21.6 below;

(c) Sponsor, each and every Unsold Unit Owner, each Commercial Unit Owner, the authorized tenants of an Unsold Unit or a Commercial Unit, and other Persons who are so expressly authorized by Declarant or an Unsold Unit Owner or a Commercial Unit Owner, severally, as agent and attorney in fact of Principal, having the power to erect and install Communications Equipment and Other Installations on and in portions of the Common Elements, and to thereafter inspect use, lease, license, Operate, Repair and Alter same thereon and therein, all as set forth in Section 11.14 of the Declaration;

(d) the individuals who shall from time to time constitute the Condominium Board, in their capacity as Board Members, and by the resolution adopted by a majority of the then existing Board Members or Residential Board Members attending a duly constituted Board meeting at which a quorum is present or by resolution adopted by the Commercial Board Members (as applicable and as provided in this Declaration or the By-Laws), as agent and attorney-in-fact of Principal, having the power to do the following in the name of the Condominium Board or in the name of the Condominium Board's nominee or designee, corporate or otherwise (where applicable and provided in this Declaration or the By-Laws):

(d-1) to exercise, perform, give, grant, delegate and withhold the powers, rights, licenses, easements, leases, subleases, concessions, mortgages, deeds, security interests, collateral, Government Documents, Litigation Documents, instruments, approvals, consents, discretion's and judgments expressly authorized in the Condominium Documents (as each may be duly amended from time to time) to be exercised, performed, given, granted, delegated and withheld by the Condominium Board on behalf and as agent of all or certain Unit Owners, including in particular (but not limited to) the following powers:

(d-1.1) the power to acquire and purchase or lease in the name of the Board or its nominee or designee, corporate or otherwise, as agent on behalf of only the Residential Unit Owners, any Sold Residential and/or Licensed Storage Bin, together with its appurtenant Common Interest(s), from any Sold Residential Unit Owner desiring to sell, convey, transfer, assign or lease the same in accordance with the Board's Match Offer Right or Right of First Refusal (as provided in the By-Laws), upon such terms and conditions as shall be approved by the Board, in its sole discretion, but subject to obtaining the approval of a majority in Common Interest of those Residential Unit Owners attending a duly constructed meeting of such Unit Owners called for such purpose, at which a quorum is present;

(d-1.2) the power to acquire in the name of the Board or its nominee or designee, corporate or otherwise, as agent on behalf of all or certain Unit Owners (as applicable), any Unit, together with its appurtenant Common Interest, whose Owner elects to surrender the same pursuant to Section 8.11 of the By-Laws;

(d-1.3) the power to acquire and purchase in the name of the Board or its nominee or designee (as applicable), corporate or otherwise, as agent on behalf of all or certain Unit Owners, any Unit, together with its appurtenant Common Interest, at a sale following a foreclosure of the lien for unpaid Common Charges pursuant to the By-Laws and Section 339-aa of the Condominium Act, or to so acquire and purchase a Unit and its appurtenant Common Interest by deed given in lieu of such foreclosure, and in either case upon such terms and conditions as shall be approved by the Board, in its sole discretion;

(d-1.4) the power to acquire and purchase or lease in the name of the Board or its nominee or designee, corporate or otherwise, as agent on behalf of all or certain Unit Owners (as applicable) any Unit, together, as its Common Interest, or other real or personal property, pursuant to Article 2, subsection 2.4.2 of the By-Laws; and

(d-1.5) (after any such acquisition or purchase or leasing pursuant to the preceding clause (d-1.1), (d-1.2), (d-1.3), or (d-1.4), as applicable) the power to convey, sell, lease, mortgage and otherwise deal with (but not vote the interest appurtenant thereto) any such Unit or other real or personal property so acquired or purchased by the Board or its nominee

or designee, or to sublease any Unit or other real or personal property so leased by the Board or its nominee or designee, without the necessity of further authorization by the said Unit Owners (other than Sponsor during only the Sponsor Veto Control Period in the case of a mortgage), on such terms as the attorneys-in-fact may determine; and

(d-2) to execute, acknowledge, deliver and, if necessary, record or file any application, document, declaration or other instrument, or any Amendment thereto, affecting

(d-2.1) the Condominium Association, the Property, the Common Elements or the Association's Properties, or a portion of any of the foregoing, that the Condominium Board deems necessary or appropriate or is required to so do under this Declaration or the By-Laws in connection with the following: (a) to comply with any Law (including a zoning resolution or variance, or a requirement of a Governmental Authority, such as the Department of Buildings, the City Planning Commission or the Board of Standards and Appeals); or (b) to permit or facilitate the Use and Enjoyment of all or part of the Common Elements, the Association's Properties or the Units by the respective Owners and Permitted Tenants/Occupants/Invitees of Units in accordance with the Condominium Documents; or

(d-2.2) a Unit (including a Sponsor Unit, an Unsold Unit or a Commercial Unit) or (if established) its appurtenant Limited Common Element or such Unit's appurtenant Individual Limited Common Element that the Owner of such Unit requests, if required by this Declaration or the By-Laws or if deemed appropriate by said attorneys-in-fact in their sole and absolute discretion.

Section 17.2 Power of Substitution

The power of substitution in the foregoing limited, durable power of attorney in Section 17.1 includes the full and unqualified authority of each attorney-in-fact to delegate any or all of the foregoing powers given or conferred upon such attorney-in-fact in Section 17.1 to any Person or Persons whom such attorney-in-fact shall select.

Section 17.3 Durability

The limited power of attorney in Section 17.1 above shall be durable and shall not be affected by the subsequent disability or incompetence of the Principal.

Section 17.4 Unit Owner's Confirmatory Power of Attorney

In confirmation of the foregoing limited power of attorney in Section 17.1 above, each Unit Owner (including the Owner of a Residential Unit or a Commercial Unit), upon acquiring or succeeding to title to a Unit, and simultaneously with the recording of the deed or otherwise succeeding to title to a Unit, at such Owner's sole Cost and Expense, shall duly execute, acknowledge and record in the Register's Office, a Unit Owner's Power of Attorney substantially in the form set forth as EXHIBIT E hereto.

Section 17.5 Limited Power of Attorney Unimpaired

The failure of a Unit Owner to so execute and deliver such confirmatory Unit Owner's Power of Attorney shall not affect: (a) the validity or enforceability of the limited power of attorney granted in Section 17.1 above; (b) the right, power and authority of each attorney-in-fact listed in section 17.1, as agent and attorney-in-fact for such Unit Owner for the matters indicated in Section 17.1 above; or (c) the validity, force, effect or enforceability of the acts of the attorney-in-fact taken pursuant thereto as agent and attorney-in-fact of such Unit Owner.

ARTICLE 18

PRIORITY OF LIEN FOR COMMON CHARGES

Section 18.1 Liens of Prior Recorded First Mortgage

The lien of a prior recorded first mortgage on a Unit shall be superior to the lien for Common Charges on that Unit; however, the lien of any other mortgage on a Unit (i.e., a mortgage which is not a prior recorded first mortgage) shall be subordinate to the lien for Common Charges under the By-Laws and the Condominium Act.

Section 18.2 Liability for Unpaid Common Charges

Subject to compliance with Section 18.1 above, a Person who succeeds to title to a Unit on a sale or conveyance following a foreclosure of a first mortgage on such Unit or by deed given in lieu thereof, shall not be liable or responsible for the unpaid Common Charges or unpaid additional Common Charges (including Special Assessments) of the predecessor Owner of such Unit accruing prior to the date such Person succeeds to title to the Unit and upon title passing to such Person (whether by sale or conveyance as aforesaid), the Unit shall not be subject to the lien in favor of the Condominium Board under the By-Laws and the Condominium Act for such accrued and unpaid Common Charges and unpaid additional Common Charges (including Special Assessments) owed by the predecessor Owner.

ARTICLE 19

TERMINATION OF CONDOMINIUM

Section 19.1 Condominium Termination Events

The Condominium shall continue until the occurrence of any of the following events (**"Condominium Termination Events"**):

(a) a taking by condemnation or eminent domain (**"Taking"** or **"Taken"**) of the entire Property; or

(b) a withdrawal of the Property from the Condominium Act authorized by at least 95% in number and Common Interest of all Unit Owners, in writing or by vote cast by written ballot at a meeting of Unit Owners at which a quorum is present, duly constituted and called for such purpose; provided, however, that a vote of a Unit Owner in favor of withdrawal shall not be effective or counted without the prior written consent of the holder of each Registered Mortgage on such Owner's Unit, if such Registered Mortgage so expressly provides; and provided further that Sponsor or its designee (as applicable) as Owner of Unsold Residential Units, shall not vote its interests appurtenant to any

Unsold Residential Units for withdrawal unless at least 95% in number and Common Interest of all other Unit Owners have voted in favor of such withdrawal, at which time Sponsor or its designee (as applicable) may vote either in favor of, or against, withdrawal from condominium ownership, as it sees fit.

The Condominium Board and its nominee or designee shall have no voting rights with respect to any Units owned by each of them and such Parties and Units shall be excluded from the base number of Owners, Units and Common Interests for quorum and voting purposes in determining whether such 95% threshold is met.

Section 19.2 Partition

If the entire Property is Taken pursuant to said Section 19.1(a) above, then the award of the Taking authority shall be apportioned and divided among all Unit Owners Pro Rata to the respective then existing fair market values of the Units and their appurtenant Common Interests as provided in Article 18 of the By-Laws. If said withdrawal from the Condominium Act is so authorized pursuant to Section 19.1(b) above, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common. The net proceeds of sale resulting from such action for partition shall be divided among all of the Unit Owners Pro Rata to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit in the order of the priority of such liens.

ARTICLE 20

COOPERATION AND FURTHER ASSURANCES

Section 20.1 Covenant to Cooperate

The Condominium Board (including the members and officers of the Board), each Unit Owner and all other Persons (including tenants, subtenants and occupants of Units) who, or whose interests in the Property or a Unit, are subject to this Declaration (each of the foregoing, an "**Interested Party**"), shall fully cooperate with each other to effectuate the purposes and provisions of the Condominium Documents, including the Maintenance, Repair, Alteration and Operation of a Unit, the Common Elements or the Association's Properties.

Section 20.2 Actions and Documents

In furtherance of such cooperation, an Interested Party shall diligently take such actions and shall diligently and properly complete, sign, have notarized or acknowledged (if and as required) and deliver such documents (including Government Documents and Litigation Documents) as may be reasonably requested by another Interested Party (the latter, a "**Requesting Party**") in order to effectuate the purposes and provisions of the Condominium Documents and to realize the benefits intended to be conferred thereby. If the Requesting Party is a Residential Unit Owner or a Commercial Unit Owner and involves only the Residential Space or a Commercial Unit, respectively, the vote of only the Residential Board Members or the Commercial Board Members, respectively, shall be necessary for any action or transaction of the Condominium Board in connection therewith.

Section 20.3 Rights and Obligations of Requesting Party

The Requesting Party shall:

(a) pay or reimburse the Condominium Board (as directed) for the reasonable Costs and Expenses of the Interested Party to perform a request made by a Requesting Party under Section 20.2, other than those matters expressly stated elsewhere in this Declaration or the By-Laws to be performed by the Interested Party without (i.e., free of) fee or charge, or payment of any Costs and Expenses (such as in the case of a Requesting Party who is the Sponsor, an Unsold Unit Owner or a Commercial Unit Owner);

(b) pay the governmental fees and charges required in connection with a Government Document;

(c) have the exclusive right to select the attorney, make all decisions, conduct and control the litigation and all settlement and other negotiations in connection with the litigation that is the subject of a Litigation Document; provided, however, that each Interested Party who is a party to a litigation shall have the right to approve any proposed compromise or settlement thereof that would adversely affect such Interested Party;

(d) pay all legal fees and disbursements (other than those of any separate attorney the Interested Party may retain for services not included in the following clause (e) hereof), court costs and other expenses of such litigation;

(e) pay the reasonable fees and disbursements of architects, engineers, attorneys, professionals and other consultants and experts of the Interested Party to review a Government Document or Litigation Document, except where expressly stated elsewhere in this Declaration or the By-Laws that such Document is to be executed without (i.e., free of) payment of Costs and Expenses (such as in the case of a Requesting Party who is the Sponsor, an Unsold Unit Owner or a Commercial Unit Owner); and

(f) indemnify each and every Interested Party and all "Indemnified Parties" (as defined and provided in Section 29.1 below) from and against all Claims and Liabilities and Expenses resulting from the execution of a Government Document or Litigation Document by the Interested Party or from any Work performed by contractors or other workers engaged by the Requesting Party pursuant to a Government Document or from any action or inaction taken or omitted in accordance with these provisions, other than those Costs and Expenses (such as fees and disbursements of attorneys, architects, engineers, attorneys, professionals and other consultants and experts) expressly stated elsewhere in this Declaration or the By-Laws to be paid by the Interested Party without reimbursement (such as in the case of Requesting Party who is the Sponsor, an Unsold Unit Owner or a Commercial Unit Owner).

Section 20.4 Giving Assurances

Each Interested Party shall make and give such assurances as may be reasonably requested by a Requesting Party to confirm or effectuate the provisions of the Condominium Documents or any transaction, action, right, power, privilege, exemption, easement, license, indemnity,

remedy, benefit, requirement or other matter provided, authorized, permitted or contemplated in the Condominium Documents (collectively, "**Assurances**").

Section 20.5 Giving Instruments and Documents

The making and giving of Assurances includes the requirement for the Interested Party to sign, have notarized or acknowledged (if and as applicable) and deliver to the Requesting Party, and the Requesting Party to receive, within ten (10) calendar days after written request therefor is given, instruments or documents (in addition to those specifically provided in the Condominium Documents) prepared or provided by, and at the expense of, the Requesting Party in accordance with, and if and to the extent required in Section 20.2 above.

Section 20.6 Limited Power of Attorney

Section 20.6.1 Grant of Limited Power of Attorney With the intention to constitute a limited, durable power of attorney, an Interested Party who improperly refuses or fails to timely make or give an Assurance, shall automatically have, and deemed to have, irrevocably authorized, appointed and designated the applicable Requesting Party to act as agent and attorney-in-fact, "coupled with an interest" and for valuable consideration, and with the "power of substitution" (as defined and provided in subsection 20.6.2 below) of such Interested Party, in the name, place and stead of such Interested Party in any way which such Interested Party could do if personally present, with respect only to the matters involved in the making and giving of such Assurance, to the full extent that such Interested Party is permitted by Law to act through an agent.

Section 20.6.2 Power of Substitution The "**power of substitution**" in the foregoing limited power of attorney in Section 20.6.1 includes the full and unqualified authority of the attorney-in-fact to delegate this limited power of attorney to any Person or Persons whom such attorney-in-fact shall select.

Section 20.6.3 Durable This limited power of attorney shall be durable and shall not be affected by the disability or incompetence of the principal (that is, the applicable Interested Party) or any other Person comprising the principal.

ARTICLE 21

COVENANTS TO RUN WITH THE LAND; COMPLIANCE WITH CONDOMINIUM ACT

Section 21.1 Covenants Run With Land

All provisions of this Declaration, the By-Laws and the Rules and Regulations, as each may be duly amended from time to time, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, are, and shall be construed: (a) to be perpetual; (b) to be covenants running with the Land and with every part thereof and interest and estate therein; (c) to inure to, benefit and bind each Owner of all or any part thereof, or interest or estate therein, and such Owner's heirs, distributees, executors, administrators, legal representatives, successors and assigns; and (d) to not create any rights in, or for the benefit of, the general public.

Section 21.2 Binding Effect

All present and future Owners and Permitted Tenants/Occupants/Invitees of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as each may be duly amended from time to time.

Section 21.3 Acceptance, Adoption and Ratification

The recording or the acceptance of a deed or conveyance or the succeeding to title, the entering into a lease, or the entering into occupancy of any Unit shall constitute, and be deemed conclusively to constitute, an irrevocable agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as each may be duly amended from time to time, are accepted, adopted and ratified by the Owner and Permitted Tenants/ Occupants/Invitees of such Unit as covenants running with the Land and binding upon such Owner and Permitted Tenants/Occupants/Invitees and any other Person having, at any time, any interest or estate in such Unit or a portion thereof, with the same force and effect as though such provisions were recited and stipulated at length in each and every deed, conveyance, lease or other document granting or establishing an interest or estate in such Unit.

Section 21.4 Invalidity and Reformation

If any provision of the Condominium Documents is invalid under, or would cause the Condominium Documents to be insufficient to submit the Property to, the provisions of the Condominium Act, or otherwise fails to comply with the Condominium Act, such provision shall be deemed deleted from the Condominium Documents for the purpose only of submitting the Property to the provisions of the Condominium Act or shall be deemed to be appropriately reformed so as to be in compliance in the Condominium Act. However, to the extent the validity of establishment of condominium ownership of the Property under the Condominium Act is not adversely affected, such provision shall nevertheless be valid, enforceable and binding upon, and shall inure to the benefit of, the Owners of the Property or any portion thereof and their respective heirs, legatees, distributees, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law, to the extent permitted under such other applicable Law, with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

Section 21.5 Deemed Inclusion of Necessary Provisions

If any provision that is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act. Such deemed included provision shall also be regarded as part of the covenants running with Land as provided in this Article 21.

Section 21.6 Correction Declaration

Subject to obtaining the prior written Reasonable Approval or Consent of the Commercial Unit Owners, the Sponsor (while it owns any Unit) or the individuals who shall from time to time constitute the Condominium Board, as agent and on behalf of all Unit Owners, shall each have a limited, durable power of attorney as provided in Section 17.1 above to record a correction Declaration to effectuate the provisions of Sections 21.4 and 21.5 above or to reform the Declaration to the provisions of the Plan.

ARTICLE 22

AMENDMENTS TO DECLARATION

Section 22.1 Application to Declaration and By-Laws

All references in this Article 22 to the "Declaration" shall mean and include the Declaration and/or By-Laws (whether or not the By-Laws are expressly indicated).

Section 22.2 Requirements

Subject and subordinate to compliance with Section 22.4 below, the Condominium Board or the applicable Board Members and the Unit Owners specified below shall each have the power to amend the Declaration under the circumstances and (if required) upon obtaining the approvals and/or consents (if and as indicated below) in the following cases (all references to "Unit Owners" or "Units" shall exclude the Condominium Board or its nominee or designee as Owner of any Unit and shall exclude the Units and Common Interests owned by the Board or its nominee or designee in determining the number and Common Interests of Unit Owners for quorum and voting purposes):

(a) in the case of an Amendment affecting only the General Common Elements, the Association's General Properties, the General Common Expenses, the General Common Charges and/or all or a portion of both the Residential Space and the Commercial Units, but subject and subordinate to clause (d) below: the Amendment may be made by the Condominium Board: (a-1) if approved or adopted by a majority of those Residential and Commercial Board Members attending a duly constituted Board meeting at which a quorum is present; and (a-2) if approved or consented to by at least two-thirds (2/3rds) or (in the case of an Amendment to Articles 7, 9, 10 or 19 above) more than 95% in number and Common Interest of all Unit Owners; and (a-3) if approved and consented to by the Commercial Unit Owners;

(b) in the case of an Amendment affecting only all or a portion of the Residential Space or the Association's Residential Properties, but subject and subordinate to clause (d) below: the Amendment may be by the Residential Board Members on behalf of the Condominium Board: (b-1) if approved or adopted by a majority of only those Residential Board Members attending a duly constituted meeting of Residential Board Members at which a quorum is present, inclusive of the Independent Board Members and the Sponsor Board Member(s) (and without the approval or consent of the Commercial Board Members); and (b-2) if approved or consented to by at least two-thirds (2/3rds) in number and Common Interest of the Owners of all Sold and Unsold Residential Units, but without the express approval or consent of the Commercial Unit Owners, who shall be deemed automatically and irrevocably to likewise have approved or consented to such Amendment if such two-thirds (2/3rds) threshold is met;

(c) in the case of an Amendment affecting only a Commercial Unit, including a Unit Change to a Commercial Unit: the Amendment may be made alone by the Owner of such Commercial Unit, without the approval or consent of the Condominium Board or the Residential Board Members and without the express approval or consent of other Unit

Owners, all of whom automatically and irrevocably shall be deemed to have approved or consented to such Amendment;

(d) in the case of an Amendment affecting only an Unsold Unit or (if established) an Individual Limited Common Element appurtenant to an Unsold Unit, or a Unit Change to an Unsold Unit: the Amendment may be made alone by the applicable Owner (including Sponsor) of such Unsold Unit, without the approval or consent of the Condominium Board or the Residential Board Members and without the express approval or consent of other Unit Owners, all of whom automatically and irrevocably shall be deemed to have approved or consented to such Amendment;

(e) in the case of an Amendment to reflect changes required by an Institutional Lender holding, or having issued a written commitment for, a Unit mortgage, a Governmental Authority having jurisdiction over the Property or the Condominium Association, or a title insurer of a Unit: subject and subordinate to the restrictions set forth in Section 22.4 below: (e-1) the Amendment may be made alone by Sponsor so long as Sponsor owns a Unit, or a Commercial Unit Owner, without the approval or consent of the Condominium Board and without the express approval or consent of other Unit Owners, all of whom automatically and irrevocably shall be deemed to have approved or consented to such Amendment; or (e-2) the Amendment may be made alone by the Condominium Board, subject to obtaining the prior written Discretionary Approval or Consent of both Sponsor (during only the Sponsor Veto Control Period and until the permanent Certificate of Occupancy of the Building issues) and the Commercial Unit Owners but without the express approval or consent of other Unit Owners, all of whom automatically and irrevocably shall be deemed to have approved or consented to such Amendment);

(f) in the case of an Amendment to reflect only the subdivision of a Sold Unit and the proper apportionment of the Common Interest of the Sold Unit being subdivided, or the combination of a Sold Unit with all or part of one (1) or more other Sold Units and the proper apportionment of the Common Interests of the Sold Units involved in such Unit Combination: the Amendment may be made by the Owner of the Sold Unit being subdivided or by the Owner or Owners of the Sold Units involved in the Unit Combination, as applicable, subject to obtaining the prior written Reasonable Approval or Consent of the Condominium Board (except no Board approval or consent shall be required in the case of an Authorized First Sold Residential Unit Owner who is expressly authorized by Sponsor or an Unsold Unit Owner (as applicable) to make such Unit Change as provided in Article 13 above), but without the express approval or consent of other Unit Owners, all of whom automatically and irrevocably shall be deemed to have approved or consented to such Amendment; and

(g) in the case of an Amendment affecting a Unit's appurtenant Common Interest, size or configuration: the prior written Discretionary Approval or Consent of the Owner of the affected Unit must be obtained therefor.

Section 22.3 Illustration

In furtherance of Section 22.2 above and in accordance with Article 13 above, Sponsor shall

have the right to execute, record and file Amendments to the Condominium Documents from time to time, without the consent or approval of, and without such Amendments being executed by, the Condominium Board, other Unit Owners (who automatically and irrevocably shall be deemed to have approved or consented to such Amendments) or Unit mortgage lenders (other than the consent of the holder of a mortgage on the applicable Sponsor Unit which is the subject of a Unit Change, if and to the extent required under such mortgage):

(a) to reflect a change in the size or number of one (1) or more Sponsor Units and the reallocation of the Common Interest(s) appurtenant to said Unit(s) involved in such Unit Change, provided such reallocation will not change the Common Interest of any other Unit without obtaining the prior written Discretionary Approval or Consent of the Owner of such other Unit; or

(b) to reflect a Description Change of a Sponsor Unit to a Common Element or an Individual Limited Common Element, or vice versa (pursuant to Section 13.1(e) above).

Each Commercial Unit Owner shall have the same right as Sponsor to execute, record and file Amendments to the Condominium Documents from time to time to reflect a Unit Change to such Owner's Commercial Unit, without obtaining the consent or approval of, and without such Amendments being executed by, the Condominium Board, other Unit Owners (who automatically and irrevocably shall be deemed to have approved or consented to such Amendments) or holders of mortgages on other Units.

Section 22.4 Restrictions

The following restrictions apply to each and every Amendment to this Declaration:

(a) the prior written Discretionary Approval or Consent of the applicable mortgage holder must be obtained to an Amendment that would with reasonable likelihood adversely affect the priority or validity of the lien of a purchase money mortgage or a mortgage held by an Institutional Lender on the Unit; and

(b) the prior written Discretionary Approval or Consent of Sponsor, an Unsold Unit Owner or a Commercial Unit Owner (hereinafter, "**such Owner**"), as applicable, must be obtained to an Amendment that would with reasonable likelihood: (b-1) unreasonably interfere with a potential or proposed sale, lease, mortgage or other Disposition of a Unit owned by such Owner; (b-2) abridge, modify, suspend, eliminate or otherwise affect any right, power, easement, license, privilege, indemnity, exemption, remedy or other benefit of such Owner; (b-3) impose any discriminatory charge, fee or other imposition against or on such Owner or a tenant or occupant of such Owner's Unit; (b-4) change or restrict the permitted use or occupancy of a Unit owned by such Owner; (b-5) adversely affect the value, marketing or other Disposition of a Unit owned by such Owner; or (b-6) adversely affect a tenant, operator or licensee of all or part of such Owner's Unit or cause such Owner to incur or suffer any additional obligation or Cost or Expense with respect to any tenant, operator, licensee or occupant of all or part of such Owner's Unit.

A provision of an Amendment which violates or is inconsistent with or fails to comply with any of these restrictions shall be invalid, null and void, and without any force or effect.

Section 22.5 Acknowledgment and Recording

Each Amendment to this Declaration or the By-Laws must be signed and acknowledged in accordance with the legal requirements for recording a Unit deed, and shall not be effective, binding or enforceable until recorded in the Register's Office.

Section 22.6 Signatories

In the case of an Amendment to the Declaration or By-Laws by:

(a) the Condominium Board: the Amendment shall be signed and acknowledged in recordable form by any of the President or the Vice-President or a co-Vice-President and by any of the Secretary or an Assistant Secretary of the Condominium Association and (if applicable) shall include a certification by the Secretary or an Assistant Secretary that the required percentage of Unit Owners have, or are deemed to have, approved or consented to the Amendment; or

(b) Sponsor, an Unsold Unit Owner, a Commercial Unit Owner or an Authorized First Sold Residential Unit Owner: the Amendment shall be signed and acknowledged in recordable form by only:

(b-1) the applicable Party recording such Amendment or (in the case of a corporation, partnership, limited liability partnership or company, trust, estate or other Entity) an officer, partner, member, trustee, executor, administrator or other appropriate Person authorized by, or having authority to act in behalf of, such Party; and

(b-2) (in the case only of an Authorized First Sold Residential Unit Owner) shall include a certification by the Secretary or an Assistant Secretary of the Condominium Association that the approval or consent of the Amendment by the Condominium Board or other Unit Owners is not required and the approval or consent of the other Unit Owners has been given or deemed to have been given.

Section 22.7 Floor Plans

The Party authorized to sign, acknowledge and record an Amendment to this Declaration in Section 22.6 above is also authorized to cause to be properly certified and filed and/or recorded with the tax assessor (and other Governmental Authority having jurisdiction) and said Register's Office an appropriate Amendment to the Floor Plans whenever required in connection with such Amendment to this Declaration (such as in the case of an Amendment to this Declaration to reflect a Unit Subdivision, a Unit Combination or a Unit Expansion).

Section 22.8 Limited Power of Attorney

With the intention to constitute a limited, durable power of attorney:

(a) Sponsor (as the initial Owner of all Units) does hereby irrevocably authorize, appoint and designate, and

(b) all successive Owners of each and every Unit, by accepting or recording a deed to a Unit or otherwise succeeding to title to a Unit (whether by operation of Law, or by transfer, merger consolidation, liquidation, dissolution or otherwise) shall thereupon

automatically have, and be deemed to have, irrevocably authorized, appointed and designated,

each of the respective Persons (individually, "**attorney-in-fact**") listed in Section 22.6 above, severally, as agent and attorney-in-fact, "coupled with an interest" and for valuable consideration, and with full power of substitution, of Sponsor and each such successive Unit Owner (either, "**Principal**"), as applicable, to act on behalf and as agent of Principal and in the name, place and stead of the Principal in any way which the Principal could do if personally present, to the full extent that the Principal is permitted by Law to act through an agent, with respect only to the execution, acknowledgment and recording and/or filing by said appropriate attorney-in-fact of said Amendments to this Declaration and (when applicable) Amendments to the Floor Plans in accordance with this Article 22. This limited power of attorney shall be durable and shall not be revoked in the event of the disability or incompetence of the Principal (that is, Sponsor or a successor Unit Owner).

Section 22.9 Filing of Conformed Copy

A conformed copy of the Amendment to this Declaration and (if applicable) the Amendment to the Floor Plans shall be filed promptly with the Secretary or an Assistant Secretary of the Condominium Association or the Condominium's Managing Agent (if any) by the applicable Party recording the Amendment and shall be made available by the Condominium Board at the Property or the office of the Managing Agent (if any) for inspection (without charge) and copying (at a reasonable charge) by each of the following Parties or a representative of such Party expressly authorized in writing by such Party: (a) a Unit Owner; (b) a Unit mortgage lender; (c) a tenant of a Unit who is expressly authorized in writing by the Owner of such Unit; and (d) a prospective purchaser, mortgage lender or tenant of a Unit who is expressly authorized in writing by the Owner of such Unit.

Section 22.10 Filing with Secretary of State

With reasonable promptness following the recording of an Amendment to this Declaration, such Amendment shall be filed with the Department of State of the State of New York, if and as required by the Condominium Act (including Section 339-s thereof) and the rules, regulations or requirements of the said Department of State. Such filing with the Department of State shall be the duty of the Condominium Board, at the sole Cost and Expense of the applicable Party recording the Amendment, except that if the applicable Party is the Sponsor or an Unsold Unit Owner or a Commercial Unit Owner, then such applicable Party shall have the duty to so file the Amendment.

ARTICLE 23

CONSENT OF SPONSOR

Section 23.1 Consent of Sponsor

Any provision of the Condominium Documents or the Plan that requires the consent (including the Discretionary or Reasonable Approval or Consent), satisfaction or permission of Sponsor or a Commercial Unit Owner (collectively, "**Consent**") shall mean and be construed to read "the prior written Consent of Sponsor or a Commercial Unit Owner, as the case may be" and unless expressly stated to require the Reasonable Consent, shall mean and be construed to read the "prior written Discretionary Consent". In addition, the requirement to obtain Sponsor's Consent shall continue unabated for so long as Sponsor owns a Unit, unless otherwise expressly

provided. All references to Sponsor in this Article 23 shall mean and include each of the following parties where the Consent of such Party is required: (a) an Unsold Unit Owner; (b) a Designee of an Unsold Unit Owner, or a Designee of a Designee: (c) an Involuntary Transferee of Sponsor, an Unsold Unit Owner or a Designee; and (d) a Successor in Interest to Sponsor, an Unsold Unit Owner, a Designee or an Involuntary Transferee.

Section 23.2 Consent of Unsold Unit Owner

In the event Sponsor no longer owns any Unit, the then existing Unsold Unit Owner(s) (if any) shall automatically succeed to Sponsor's Rights hereunder and under the By-Laws and the Plan, and the Consent of such Unsold Unit Owner(s) shall be required in place and stead of Sponsor.

Section 23.3 Supremacy of Sponsor

In the event Units are at the same time owned separately by Sponsor and an Unsold Unit Owner, then the Consent of Sponsor shall be sufficient for all Unsold Units whenever the Consent of Sponsor is required under the Condominium Documents, except the Consent of the applicable Unsold Unit Owner will be required if (and only if): (a) the required Consent will affect only such Owner's Unsold Unit(s) and in no way will Sponsor's Unsold Units be affected by giving, conditioning, withholding or denying the required Consent; or (b) the Common Interest or size of such Owner's Unsold Unit(s) will change by reason thereof.

Section 23.4 Expiration

From and after the date there are no longer any Sponsor Units or Unsold Units, the Consent of Sponsor or an Unsold Unit Owner, or (if applicable) an Involuntary Transferee of Sponsor or an Unsold Unit Owner, or a Successor in Interest of any of the foregoing, shall no longer be required.

ARTICLE 24

SERVICE OF PROCESS

Section 24.1 Designation of Secretary of State

The Secretary of State is hereby appointed the agent of the Condominium Board upon whom process against it or the Condominium Association may be served. Service of process on the Secretary of State as agent of the Condominium Board and the Condominium Association shall be made by personally delivering to, and leaving with, the Secretary of State or his or her deputy, or with any Person authorized by the Secretary of State to receive such service, at the office of the New York State Department of State in Albany, New York, duplicate copies of such process together with the statutory fee, which shall be a taxable disbursement. Service of process on the Condominium Board and the Condominium Association shall be complete when the Secretary of State is so served. Nothing in this Section 24.1 shall affect the right of any Person to serve process against the Condominium Board on behalf of the Condominium Association in any other manner permitted by Law.

Section 24.2 Person and Address to Whom Process is To Be Sent

141 Acquisition Associates LLC and 141 Fifth Avenue LLC, having post office addresses at c/o Savanna Partners, 10 East 53rd Street, New York, N.Y. 10022 and c/o Wharton Realty, 20 East 46th Street, New York, N.Y. 10017, respectively, are hereby designated as the Person and

address to which the Secretary of State shall mail a copy of any such process served upon the Secretary of State with respect to any Lawsuit against the Condominium Association or the Condominium Board. Each change in the name and/or post office address of the Person to whom a copy of such service of process is to be mailed by the Secretary of State shall be appropriately updated with reasonable promptness by filing such updated information with the Secretary of State in a form then acceptable to the Secretary of State.

Section 24.3 Foreign Entity

The recording or acceptance of a deed or conveyance of a Unit, or the succeeding to title to a Unit, by a Foreign Entity, or the entering into a lease or occupancy agreement of a Unit by a Foreign Entity, shall constitute, and be deemed conclusively to constitute, an acknowledgement and irrevocable agreement by such Foreign Entity to the following:

(a) such Foreign Entity is subject to the jurisdiction of the federal, state and local courts located in the City, County and State of New York and to the American Arbitration Association (or any successor thereto with similar function) under Article 19 of the By-Laws, and any defenses by a Foreign Entity with respect to jurisdictional defects are unconditionally waived;

(b) any judgment, order or award obtained by the Condominium Board, Sponsor, a Commercial Unit Owner, an Unsold Unit Owner or whomsoever against a Foreign Entity in a Lawsuit shall be fully enforceable against it, subject to any rights of appeal, and any defense by a Foreign Entity as to the validity or enforceability of same is hereby unconditionally waived;

(c) at or prior to the time such Foreign Entity becomes the Owner or a tenant or occupant of a Unit, it shall duly execute and deliver to the Condominium Board or the Condominium Association's then Managing Agent, and the Condominium Board or such then Managing Agent shall receive, a written designation or appointment of an agent ("**Registered Agent**") in the State of New York upon whom process against such Foreign Entity may be served;

(d) such Registered Agent shall be: (d-1) a natural person (i.e., an individual) who is a resident of the State of New York, or has a business address in the State of New York, or (d-2) an attorney duly licensed to practice law, and maintains an office and is doing business, in the State of New York; or (d-3) an Entity authorized to do business in the State of New York; or (d-4) the Secretary of State of the State of New York;

(e) such designation or appointment of a Registered Agent shall remain in full force and effect, and may be relied upon, until such Foreign Entity duly executes and delivers to the Condominium Board or said then Managing Agent, and the Condominium Board or said then Managing Agent receives, a further written designation or appointment of a new, substitute Registered Agent who meets the qualifications set forth in the preceding clause (d);

(f) in the event of the resignation, death, incapacity, incompetency, dissolution, merger, consolidation or other cessation of a Registered Agent upon whom service of process

may no longer be effectuated in the State of New York, such Foreign Entity shall immediately execute and deliver to the Condominium Board or said then Managing Agent, and the Condominium Board or said then Managing Agent shall receive, a further written designation or appointment of a new, substitute Registered Agent who meets the qualifications set forth in clause (d) above;

(g) pending receipt of such further designation or appointment of a new Registered Agent, the then Managing Agent of the Condominium Association shall automatically be, and deemed to be, the Registered Agent of such Foreign Entity and any process served on said Managing Agent while acting in such capacity as Registered Agent shall be given to such Foreign Entity in the same manner as provided for giving of notices in Article 20 of the By-Laws;

(h) the said written designation or appointment of a Registered Agent or a new, substitute Registered Agent shall be in form and substance satisfactory to the Condominium Board and may, at the Board's sole option, be prepared by the Board's attorneys at the expense of such Foreign Entity; and

(i) the failure or refusal of a Foreign Entity to comply with the provisions of the preceding clauses (c) through (h), shall, in addition to all other legal and equitable rights and remedies, entitle the Condominium Board to withhold or deny furnishing the Certificate of Waiver or Exemption set forth in Article 16, subsection 16.6.1 of the By-Laws and the Estoppel Certificate set forth in Section 16.12 of said Article 16 of the By-Laws, without the Condominium Board and Unit Owners incurring any Liabilities and Expenses, and without recourse of any kind against the Condominium Board or Unit Owners by reason thereof.

ARTICLE 25

INCORPORATION IN DECLARATION

Section 25.1 Incorporation of Exhibits and Floor Plans

Each of the EXHIBITS attached to this Declaration and the Floor Plans of the Building and Units intended to be recorded and filed in the Register's Office contemporaneously with the recording of this Declaration form a part of, and are hereby incorporated in, this Declaration with the same force and effect as though set forth at length herein. In the event of any inconsistency or conflict between the provisions of this Declaration or the By-Laws (including the Rules and Regulations annexed thereto), the provisions of this Declaration are paramount and shall govern and prevail.

ARTICLE 26

CHANGES AND WAIVER

Section 26.1 Changes

The provisions of this Declaration may be changed only by Amendment made, executed, filed and/or recorded in accordance with Article 22 above, except the Rules and Regulations appended to the By-laws may be amended or otherwise changed without recording an amendment to this Declaration or the By-Laws as provided in Article 14, Section 14.5 of the By-Laws.

Section 26.2 No Waiver of Consent

The provisions of this Declaration or the Condominium Act requiring the consent or approval of a specified percentage of Common Interest or number of Unit Owners may not be waived (subject to the right to provide a different percentage or number as provided in Section 339-e(8) of the Condominium Act).

Section 26.3 Waiver in Writing

All other provisions may be waived only in writing signed by or in behalf (through a duly authorized representative or agent) of the Unit Owner or Condominium Board (as applicable) waiving a provision hereof, unless such provision is expressly stated to have been waived or deemed waived if not exercised, satisfied or performed within a specified period.

Section 26.4 No Inference of Waiver

The delay or failure to enforce or insist on strict performance of, or compliance with, any provision of this Declaration shall not mean or infer that the provision has been waived or that the right to enforce or insist then or thereafter on strict performance of, or compliance with, that or any other provision of this Declaration has been waived. A waiver of any breach or violation or requirement of this Declaration shall not be, or construed to be, a waiver of any subsequent or other breach or violation or requirement hereof.

ARTICLE 27

SEVERABILITY

Section 27.1 Valid and Enforceable

Subject to the provisions of Sections 21.4 and 21.5 above: (a) the invalidity or unenforceability of any provision of this Declaration shall not affect the validity or enforceability of any other provision hereof; and (b) each provision of this Declaration is, and shall be construed to be, valid, binding and enforceable to the fullest extent permitted by Law.

Section 27.2 Condominium Act is Paramount

The Condominium Act is paramount and shall govern and supersede any provision of the Condominium Documents which is contrary to, or prohibited by, the Condominium Act.

ARTICLE 28

SPONSOR'S/COMMERCIAL OWNERS' RIGHTS

Section 28.1 Who May Exercise

The special rights, powers, privileges, exemptions, easements, licenses, indemnities, remedies, protections and other benefits of Sponsor, Unsold Unit Owners and Commercial Unit Owners (collectively "**Sponsor's Rights**" or "**Commercial Unit Owner's Rights**" or "**Sponsor's/Commercial Owners' Rights**") in the Plan and the Condominium Documents (as each may be duly amended from time to time), and the limitations, restrictions and requirements thereunder (if any) in connection with such Sponsor's/Commercial Owners' Rights or otherwise applicable to each, shall inure to, benefit, bind and be enforceable by and against: (a) the Sponsor; (b) the Unsold Unit Owners (each such Owner having with regard to all Unsold Units owned by said Unsold Unit Owner all or (only if specified by Sponsor) certain of Sponsor's Rights under the Plan and the Condominium Documents); (c) the Commercial Unit Owners; (d) a Person who is designated by Sponsor or an Unsold Unit Owner in a deed, an Amendment to this Declaration or an instrument executed and acknowledged in recordable form by Sponsor or such Unsold Unit Owner (as applicable) as Sponsor's or such Owner's "**Designee**" having, with regard to the Unsold Unit owned by such Designee, all or (if specified by Sponsor or such Unsold Unit Owner, as applicable) certain of said Sponsor's Rights (each Designee shall have the same right to designate a Person as a Designee); (e) a Person who acquires title to a Sponsor Unit, an Unsold Unit, the Designee's Unit or a Commercial Unit, respectively, by sale or conveyance following a mortgage foreclosure or by deed given in lieu thereof or similar involuntary conveyance of such Unit ("**Involuntary Transferee**"); and (f) a Person who succeeds to the interest in a Unit owned by Sponsor, an Unsold Unit Owner, a Designee or a Commercial Unit Owner by operation of the Law (e.g. by Laws of descent, distribution, inheritance or the like) or by merger, consolidation, liquidation, dissolution or a similar succession ("**Successor in Interest**"). Sponsor, an Unsold Unit Owner, a Designee, a Commercial Unit Owner, an Involuntary Transferee and a Successor in Interest of each of the foregoing shall continue to have, and may exercise, such Sponsor's/Commercial Owners' Rights so long as each of the foregoing owns, leases or holds any other estate or interest in the applicable Unit. All of Sponsor's Rights shall inure to, benefit and be enforceable by an Unsold Unit Owner, a Designee, an Involuntary Transferee and a Successor in Interest, with respect to the Unit owned by such Party (unless otherwise expressly provided in the instrument granting or giving such Sponsor's Rights to a Designee as aforesaid). The Sponsor's Rights apply to all Units owned at the time in question by Sponsor, an Unsold Unit Owner, a Designee, an Involuntary Transferee or a Successor in Interest, including Sold Residential Units and Licensed Storage Bins reacquired by each of the foregoing, whether such reacquisition results from the exercise of a right of rescission, or a right to sell back to such Party or a mortgage foreclosure, or a deed given in lieu of such foreclosure, or otherwise. However, such reacquired Units shall not be regarded as Unsold Units for purposes of determining the expiration of the Sponsor Board Control Period or the Sponsor Veto Control Period.

Section 28.2 Other Unit Owners

The Owner of a Unit who is not the Sponsor, an Unsold Unit Owner, a Designee, or a Commercial Unit Owner, or an Involuntary Transferee or a Successor in Interest of any of the foregoing, shall not have, or benefit from, and may not exercise or enforce, any of such Sponsor's/Commercial Owners' Rights under this Declaration or the By-Laws, unless otherwise

expressly provided.

Section 28.3 Covenants with Land Supplemented

This Article 28 is in furtherance of, supplements and supersedes any inconsistencies in Section 21.1 above.

ARTICLE 29

INDEMNIFICATION

Section 29.1 Indemnification Generally

Whenever a Person ("**Indemnifying Party**") is required under any provision of this Declaration or the By-Laws to indemnify or give any other Person(s) ("**Indemnified Party**") an indemnification, then such Indemnifying Party shall indemnify the Indemnified Party and all past, present and future Related Parties of the Indemnified Party, all agents, employees, attorneys and other consultants of such Indemnified Party, and the respective heirs, distributees, legatees, executors, administrators, legal representatives, successors and assigns (all of the foregoing are collectively, the "**Indemnified Parties**"), to the full extent lawful, from and against all Claims and Liabilities and Expenses that shall be paid or incurred, related to or arising from the indemnified matter, including Costs and Expenses in connection therewith and in connection with the prosecution and collection of the indemnity ("**such Claims**"). Any such indemnification shall be in addition to any liability that such Indemnifying Party may otherwise have.

Section 29.2 Contribution

If indemnification were for any reason not to be available with respect to any matter, the Indemnifying Party shall contribute to the settlement of such Claims and Liabilities and Expenses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and the Indemnified Parties, on the other hand, as well as any other relevant equitable considerations.

Section 29.3 Application

The provisions of this Article shall be applicable to any indemnity given or required to be given under the provisions of this Declaration or the By-Laws, whether or not expressly so stated in any particular provision giving or requiring such indemnity. Nothing contained in this Article shall be deemed to supersede or circumscribe any express limitation on or express expansion of any indemnity given or required to be given under the provisions of this Declaration or the By-Laws.

Section 29.4 Notice of Claims or Lawsuit

Promptly after receipt by the Indemnified Party of notice of any such Claims or the commencement of any Lawsuit covered by the indemnity pursuant to any of the provisions of this Declaration or the By-Laws, the Indemnified Party shall notify the Indemnifying Party in

writing of such Claims or the commencement of any Lawsuit and shall with reasonable promptness give the Indemnifying Party copies of the pleadings and other litigation documents in any such Lawsuit, as and when received.

Section 29.5 Selection of Attorneys and Settlement

The Indemnifying Party, at such Party's sole Cost or Expense, shall defend the applicable Indemnified Party with counsel reasonably satisfactory to such Indemnified Party, shall keep the Indemnified Party apprised of all legal proceedings and shall be entitled to control and conduct the defense of such Claims (including any Lawsuit), but shall not enter into any compromise or settlement thereof without obtaining the prior written Reasonable Approval or Consent of the Indemnified Party.

Section 29.6 Cooperation of Indemnified Party

The Indemnified Party shall cooperate fully and make available to the Indemnifying Party such information and documents under the control or in the possession of the Indemnified Party as are reasonably related to the defense of such Claims (including any Lawsuit).

Section 29.7 Participation of Indemnified Party

The Indemnified Party shall have the right, but not the obligation, at such Indemnified Party's sole Cost and Expense, to participate and be represented by separate counsel (chosen by the Indemnified Party) in the defense, compromise and settlement of such Claims or Lawsuit.

Section 29.8 Allocation of Costs and Expenses

If the Indemnifying Party is the Condominium Board, then the Costs and Expenses of the Condominium Board in connection with an indemnification shall be allocated to the General Common Expenses or Residential Common Expenses (as appropriate) in accordance with the provisions or (if not expressly provided) purposes and equitable principles of this Declaration or the By-Laws.

Section 29.9 Indemnification of Board Parties

Section 29.9.1 Business Corporation Law The indemnification provisions of the New York Business Corporation Law ("**BCL**") for corporate directors and officers shall apply respectively to the Board Members and officers of the Condominium Association to the same effect as though the Condominium Association of Unit Owners were a corporation and the Board Members and officers of the Condominium Association were respectively a board of directors and officers of such corporation.

Section 29.9.2 Indemnity The Condominium Board on behalf and as agent of the Unit Owners or only the Unit Owners on whose behalf the Board is acting (as applicable) shall indemnify to the fullest extent provided in the BCL, the Board Members and officers of the Condominium, made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Board or any corporation of any type or kind, or any partnership, limited liability partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, whether domestic or foreign, which such Board Member or officer or other person on behalf of the Board heretofore or hereafter served in any capacity at the request of the Board, by reason of the fact that such person, whether testate or intestate, was a Board Member or officer, or served such other corporation, limited liability partnership, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and

reasonable expenses, including attorneys' fees and disbursements actually and necessarily incurred as a result of the threat of, the commencement of and/or the continuation of such action or proceeding, or any appeal therein, if such Board Member or officer acted, in good faith, for a purpose which such person reasonably believed to be in, or, in the case of service for any such other corporation, partnership, limited liability partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Board and the Condominium Association and, in criminal proceedings, in addition, had no reasonable cause to believe that his or her conduct was unlawful. The liability of each Unit Owner under this indemnity shall be limited as provided in Article 4, Section 4.12 of the By Laws.

Section 29.9.3 No Presumption The termination of any such civil or criminal proceeding by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption that any such Board Member or officer did not act in good faith, for a purpose which such person reasonably believed to be in, or, in the case of service for any such other corporation, partnership, limited liability partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Board and the Condominium Association or that such person had reasonable cause to believe that his or her conduct was unlawful.

Section 29.9.4 Expenses Expenses incurred in defending a civil or criminal action or proceeding by a Board Member, officer or other person to be indemnified under this Article shall be paid by the Board on behalf and as agent of the Unit Owners or only the Unit Owners on whose behalf the Board is acting (as applicable) in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such Board Member, officer or other person to repay such amounts as, and to the extent, required by BCL Section 725(a). The indemnification provided by the preceding Section 29.9.2 shall not be deemed exclusive of any other rights to which a Board Member or officer seeking indemnification or advancement of expenses may be entitled, whether contained in this Declaration or the By-Laws, or a resolution of Unit Owners, a resolution of disinterested Board Members, or an agreement providing for such indemnification or under any statute, provided that no indemnification may be made to or on behalf of any Board Member or officer if a judgment or other final adjudication adverse to the Board Member or officer establishes that such Board Member's or officer's acts were committed in bad faith or were the result of active and deliberate dishonesty or willful misconduct and were material to the cause of action so adjudicated, or that such Board Member or officer thereby personally gained a financial profit or other advantage to which he or she was not legally entitled.

Section 29.9.5 Other Person A person who has been successful, on the merits or otherwise, in the defense of a civil or criminal action or proceeding of the character described in BCL Section 722 shall be entitled to indemnification as authorized by such section.

Section 29.9.6 Specific Case Except as provided in BCL Section 723(a), any indemnification under BCL Section 721, unless ordered by a court under BCL Section 724, shall be made by the Condominium Board on behalf and as agent of the Unit Owners or only the Unit Owners on whose behalf the Board is acting (as applicable), only if authorized in the specific case set forth in BCL Section 723(b).

Section 29.9.7 Standard of Conduct Any determination as to whether a person has met

an applicable standard of conduct shall be made in accordance with the provisions of BCL Section 723.

Section 29.9.8 Employees Agents and Committee Members The Condominium Board on behalf and as agent of the Unit Owners or only the Unit Owners on whose behalf the Board is acting (as applicable) may, to the extent authorized from time to time by resolution of a majority of the Board Members, provide indemnification to employees or agents of the Board or members of committees appointed by the Board, with such scope and effect as determined by said majority of the Board Members, but in no event shall such indemnification be greater than would be available to such individual under this Declaration or the By-Laws, if such individual were a Board Member.

Section 29.9.9 Remedies If a claim for indemnification under this Article is not paid in full by the Condominium Board within thirty (30) days after a written claim has been received by the Board, the claimant may at any time thereafter bring suit against the Board to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the reasonable expense of prosecuting such claim. It shall be a defense to any such action (other than action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Board) that the claimant has not met the standards of conduct prescribed hereunder, but the burden of proving such defense shall be on the Condominium Board. Neither the failure of the Condominium Board (including its independent legal counsel or the Unit Owners) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper under the circumstances because he or she has met the applicable standard of conduct set forth herein or in the BCL, nor an actual determination by the Board (including its independent legal counsel or the Unit Owners) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 29.9.10 Insurance The Condominium Board on behalf and as agent of the Unit Owners or only the Unit Owners on whose behalf the Board is acting (as applicable) shall have the power to purchase and maintain insurance to indemnify: (a) the Condominium Board for any obligation which it incurs as a result of the indemnification of Board Members and officers under the provisions of this Article; (b) the Board Members and officers in instances in which they may be indemnified by the Board under the provisions of this Article; (c) the Condominium Board for any obligation which the Board incurs on behalf and as agent of the Unit Owners or only the Unit Owners on whose behalf the Board is acting (as applicable); and (d) Board Members and officers under any indemnification provided in this Declaration or the By-Laws, a resolution of Unit Owners, a resolution of the Board, or any agreement.

Section 29.9.11 Interpretation The intent of the foregoing indemnification provisions in this Article is both to provide and to expand upon the indemnification provided by the BCL, as the BCL may from time to time be amended, so as to maintain and continue to attract persons of high quality to serve on the Condominium Board as Board Members, officers or in similar capacities.

Section 29.9.12 Notice of Claim or Lawsuit Promptly after being notified of a Claim or

served in a Lawsuit for which indemnity is sought, the indemnified party shall give notice thereof to the Condominium Board.

Section 29.9.13 Control of Defense The Condominium Board on behalf and as agent of the Unit Owners or only the Unit Owners on whose behalf the Board is acting (as applicable), as a General Common Expense or Residential Common Expense (as applicable), shall be entitled: (a) to control the defense, compromise and settlement of such Claim or Lawsuit, provided the indemnified party shall not be adversely affected by the proposed compromise or settlement and shall be fully and unconditionally released and discharged in writing from all Liabilities and Expenses with respect to such Claim by all claimants or with respect to such Lawsuit by all plaintiffs or petitioners or counter-claimants or cross-claimants (such release and discharge to be in form and content as shall be reasonably approved by the indemnified party); and (b) to choose the attorneys, who shall be reasonably satisfactory to the indemnified party.

Section 29.9.14 Cooperation The Indemnified Party shall cooperate fully and make available to the Condominium Board such information and documents under the control or in the possession of the Indemnified Party as are reasonably related to the defense of the Claim or Lawsuit.

Section 29.9.15 Participation The Indemnified Party shall have the right, but not the obligation, at such indemnified party's sole Cost and Expense, to participate and be represented by separate counsel (chosen by the Indemnified Party) in the defense, compromise and settlement of the Claim or Lawsuit.

ARTICLE 30

MISCELLANEOUS: USAGES AND GRAMMAR

Section 30.1 Table of Contents and Captions
The Table of Contents and captions in this Declaration are for convenience and reference only and do not, and shall not be construed to, affect the meaning or interpretation of any provision of this Declaration.

Section 30.2 References
The words "Article", "Section", "provision", "paragraph", "clause", "EXHIBIT" or similar words refer to an Article, section, provision, paragraph and clause of this Declaration, or an EXHIBIT attached to this Declaration, unless otherwise expressly stated. Similarly, the words "hereof", "herein", "above", "below" and similar terms mean this Declaration.

Section 30.3 Grammar
Any word or term in this Declaration or any of the EXHIBITS to this Declaration that is: used in the singular, shall include the plural and vice versa; or used in any gender shall include any other gender; or used in any tense (past, present or future), shall include any other tense, whenever required by the sense of this Declaration and not contrary to the express context.

Section 30.4 Notices

Unless otherwise expressly provided elsewhere in this Declaration or the By-Laws, any request, consent, approval, election, demand, communication or notice (collectively, "**notice**") to be given or made under this Declaration or the By-Laws (including the Rules and Regulations) must be in writing and delivered or sent as provided in Article 20 of the By-Laws, all of whose provisions shall apply to the giving of notices hereunder and are hereby incorporated herein with the same force and effect as though set forth at length.

Section 30.5 Governing Law

The internal laws of the State of New York will govern this Declaration (including al Exhibits hereto) and the interpretation and enforcement of its provisions, without regard to legal principles or conflicts of laws.

Section 30.6 Day

All references in this Declaration and the Exhibits to "day" shall mean a "calendar day", unless expressly stated to be a business day.

SIGNATURE PAGE FOLLOWS

END OF TEXT ON THIS PAGE

SIGNATURE PAGE OF DECLARATION OF CONDOMINIUM

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the ___ day of _____, 200_.

141 Acquisition Associates LLC

By: 141 Fifth Avenue Partners LLC,
Administrative Manager

By: Savanna 141 Principals LLC, its Manager

By: _____

141 Fifth Avenue LLC
By: JS 141 Fifth LLC

By: _____
Jeff Sutton
Authorized Signatory

ACKNOWLEDGMENT

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

On this _____ day of _____, 200__, before me, the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he 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 this _____ day of _____, 200__, before me, the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A

TO

DECLARATION OF CONDOMINIUM

ESTABLISHING 141 FIFTH AVENUE CONDOMINIUM

DESCRIPTION OF LAND

ALL OF THE FOLLOWING PLOTS, PIECES OR PARCELS OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN AND COUNTY OF NEW YORK, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

TO BE COMPLETED PRIOR TO RECORDING

END OF EXHIBIT A

EXHIBIT B TO DECLARATION OF CONDOMINIUM

ESTABLISHING 141 FIFTH AVENUE CONDOMINIUM

DESCRIPTION OF UNITS

TO BE COMPLETED PRIOR TO RECORDING

Unit Designation	No. of Rooms/ Baths (1)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approximate Floor Area in Square Footage (2)		Unit Total (3)	Approximate Unit Height (in Feet/ Inches(4)	Common Elements to Which Unit Has Immediate Access	Percentage of Common Interest (5)
				Unit (Indoor Area)	Balcony or Terrace				
Residential Units									

B: Balcony **T:** Terrace

Unit Designation	No. of Rooms/ Baths (1)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approximate Floor Area in Square Footage (2)		Unit Total (3)	Approximate Unit Height (in Feet/ Inches(4)	Common Elements to Which Unit Has Immediate Access	Percentage of Common Interest (5)
				Unit (Indoor Area)	Balcony or Terrace				

B: Balcony **T:** Terrace

Unit Designation	No. of Rooms/ Baths (1)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approximate Floor Area in Square Footage (2)		Unit Total (3)	Approximate Unit Height (in Feet/ Inches(4)	Common Elements to Which Unit Has Immediate Access	Percentage of Common Interest (5)
				Unit (Indoor Area)	Balcony or Terrace				

B: Balcony **T:** Terrace

Unit Designation	No. of Rooms/ Baths (1)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approximate Floor Area in Square Footage (2)		Unit Total (3)	Approximate Unit Height (in Feet/ Inches(4)	Common Elements to Which Unit Has Immediate Access	Percentage of Common Interest (5)
				Unit (Indoor Area)	Balcony or Terrace				

B: Balcony **T:** Terrace

Unit Designation	No. of Rooms/ Baths (1)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approximate Floor Area in Square Footage (2)		Unit Total (3)	Approximate Unit Height (in Feet/ Inches(4)	Common Elements to Which Unit Has Immediate Access	Percentage of Common Interest (5)
				Unit (Indoor Area)	Balcony or Terrace				

B: Balcony **T:** Terrace

Unit Designation	No. of Rooms/ Baths (1)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approximate Floor Area in Square Footage (2)		Unit Total (3)	Approximate Unit Height (in Feet/ Inches(4)	Common Elements to Which Unit Has Immediate Access	Percentage of Common Interest (5)
				Unit (Indoor Area)	Balcony or Terrace				

EXH B-32

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B: Balcony **T:** Terrace

Unit Designation	No. of Rooms/ Baths (1)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approximate Floor Area in Square Footage (2)		Unit Total (3)	Approximate Unit Height (in Feet/ Inches(4)	Common Elements to Which Unit Has Immediate Access	Percentage of Common Interest (5)
				Unit (Indoor Area)	Balcony or Terrace				

B: Balcony **T:** Terrace

Unit Designation	No. of Rooms/ Baths (1)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approximate Floor Area in Square Footage (2)		Unit Total (3)	Approximate Unit Height (in Feet/ Inches(4)	Common Elements to Which Unit Has Immediate Access	Percentage of Common Interest (5)
				Unit (Indoor Area)	Balcony or Terrace				

B: Balcony **T:** Terrace

Unit Designation	No. of Rooms/ Baths (1)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approximate Floor Area in Square Footage (2)		Unit Total (3)	Approximate Unit Height (in Feet/ Inches(4)	Common Elements to Which Unit Has Immediate Access	Percentage of Common Interest (5)
				Unit (Indoor Area)	Balcony or Terrace				
<u>Retail Unit</u> Cellar 1st Floor									

B: Balcony **T:** Terrace

Unit Designation	No. of Rooms/ Baths (1)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approximate Floor Area in Square Footage (2)		Unit Total (3)	Approximate Unit Height (in Feet/ Inches(4)	Common Elements to Which Unit Has Immediate Access	Percentage of Common Interest (5)
				Unit (Indoor Area)	Balcony or Terrace				
Office Unit Totals:									

TO BE COMPLETED PRIOR TO RECORDING

B: Balcony **T:** Terrace

FOOTNOTES TO EXHIBIT B

DESCRIPTION OF UNITS

1. Number of Residential Rooms and Baths

1.1 Room Count. Each bedroom and living/dining room is counted as one room. A kitchen is not counted as a room. A bathroom with a shower or tub is counted as one (1) bathroom and a bathroom without a shower or tub is counted as a half-bathroom.

2. Floor Area of Unit.

2.1 Unit Boundaries. The approximate indoor floor area of each Unit has been measured from the exterior side of the Building Walls or glass windows at the Building line and/or Property line enclosing the Unit, or from the midpoint of the interior Party Walls separating the Unit from another Unit, or from the public side or egress stair side of the interior Party Walls separating the Unit from public corridors or egress stairs, respectively, or from the mechanical space side of interior Party Walls and partitions separating the Unit from an elevator or other mechanical Equipment space or any other Common Elements. Columns and mechanical pipes and chases (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. The outdoor floor area of a Balcony or Terrace appurtenant to a Unit is not included in the Unit's indoor floor area.

2.2 Inclusion of Common Elements. The floor area occupied by any Common Elements bordering or within a Unit (such as the Building Walls, vents, chase walls or areas, conduits, ducts, shafts or pipes) have been included in the computation of the floor area of the Unit, but such Common Elements are not part of the Unit.

2.3 Allowance. All floor areas used in the calculations of Common Interests are approximations within a tolerance of about 5%.

2.4 Based on Full (Actual) Square Footage. The approximate floor areas shown in the "Unit," "Balcony" and "Terrace" columns equal the full (actual) square footages of the Unit, Balcony and Terrace, respectively.

2.5 Balcony or Terrace. The Balcony or Terrace appurtenant to a specified

Residential Unit is part of such Unit.

3. Unit Total.

3.1 Based on Full (Actual) Square Footage. The approximate floor area shown in the "Unit Total" column equals the full (actual) square footage of the Unit and its appurtenant Balcony and/or Terrace, which are included in, and part of, such Unit.

4. Unit Height

. The height of each Unit consists of the volume space measured vertically from the top of the Base Floor below (located under the finished flooring and sub-flooring materials) to the underside of the Base Ceiling above (located above the finished ceiling material). Ceiling heights on each floor vary and do not reflect dropped ceilings or shelves in certain areas to accommodate ducts, light fixtures or other Equipment. The height shown is approximate and is measured from below the flooring installed over the Base Floors.

5. Common Interest

. The Common Interest of each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit, in accordance with Section 339-i(1)(iv) of the Condominium Act.

END OF EXHIBIT B

EXHIBIT C TO DECLARATION OF CONDOMINIUM

ESTABLISHING

141 FIFTH AVENUE CONDOMINIUM
GLOSSARY

The words frequently used in the Declaration and the EXHIBITS thereto (whether uppercase or lowercase) are defined below in this EXHIBIT C. Unless the context otherwise requires, words used in the singular include the plural, and vice versa, and a reference to any one gender (masculine, feminine or neuter) includes the other two.

"Additional Utility Easements/Rights": As defined in Article 11, Section 11.11 of the Declaration.

"Affiliate": As to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person.

"Agents, Employees and Contractors": This term includes all agents, employees, contractors, subcontractors, and their respective employees and workers.

"All Repair Work": All Maintenance and Repairs, whether structural or non-structural, or extraordinary or ordinary.

"Allocation Change": As defined in Article 9, Section 9.6 of the Declaration.

"Allocation/Apportionment Change": As defined in Article 9, Section 9.6 of the Declaration.

"Apportionment Change": As defined in Article 9, Section 9.6 of the Declaration.

"Alter", **"Alters"**, **"Alterations"** and other derivations thereof: All alterations, additions, improvements, installations, demolitions, removals or replacements, whether structural or non-structural, or extraordinary or ordinary.

"amend", **"amended"**, **"Amendment"** and variations thereof: An amendment to the Plan accepted and filed by the New York State Department of Law or to any of the Condominium Documents (as indicated by the text), including any modification, addition, deletion, repeal or other change to a provision thereof.

"Applicable Unit" or **"Applicable Residential Unit":** The applicable Unit or Residential Unit at issue.

"Applicable Unit Owner" or **"Applicable Residential Unit Owner":** The Owner of the applicable Unit or Residential Unit (as the case may be).

"approval": Unless otherwise expressly provided, the approval to be obtained is Discretionary Approval.

"Association": As defined in Article 1, Section 1.3 of the Declaration.

"Association's General Properties": As defined in Article 7, Section 7.6 of the Declaration.

"Association's Properties": As defined in Article 7, Section 7.6 of the Declaration.

"Association's Residential Properties": As defined in Article of Section 7.6 of the Declaration.

"Authorized First Sold Unit Owner" or **"Authorized First Sold Residential Unit Owner"**: The first Owner of a Sold Unit, including a Sold Residential Unit, who is expressly granted the right in writing by Sponsor or an Unsold Unit Owner (whoever is the grantor of the deed conveying the Sold Unit) to make a Unit Change.

"Balcony": The liquid applied epoxy-based top surface sealant above the reinforced concrete slab (or other construction material) comprising one of the structural components of the Balcony Structures. Such epoxy-based top surface sealant is appurtenant to, and part of, a specified Residential Unit as identified in EXHIBIT B to the Declaration and the Floor Plans. The Balcony does not include the Balcony Structures under, in and supporting the Balcony (i.e., said top surface sealant), such Balcony Structures being part of the Residential Common Elements.

"Balcony Structures": The portions of the Residential Common Elements consisting of the reinforced concrete slab (or other construction material), the guard walls and railings and other structural members under, in and supporting a Balcony, but excluding the epoxy-based top surface which constitutes the Balcony appurtenant to a specified Residential Unit.

"Balcony/Terrace Objects": As defined in Article 10, Section 10.13(h) of the Declaration.

"Base Ceiling": The reinforced concrete slab or other construction material above the plaster, gypsum wall board or other finish covering a ceiling. The Base Ceiling borders the top of a Unit or Common Element and constitutes one of the Structural Components of the Building. The Base Ceiling of a Unit is also the Base Floor of the Unit (if any) immediately above such Unit.

"Base Floor": The reinforced concrete slab or other construction material below the wood, stone, tile, carpet or other finish covering a floor, together with any underflooring. The Base Floor borders the bottom of a Unit or Common Element and constitutes one of the Structural Components of the Building. The Base Floor of a Unit is also the Base Ceiling of the Unit (if any) immediately below such Unit.

"Board": The Board of Managers of the Condominium.

"Board Alterations": As defined in Article 14, Section 14.5.2 of the Declaration.

"Board Member": A member of the Condominium Board, including a Residential Board Member or a Commercial Board Member.

"Breck/Gale Office Services": As defined in Article 10, Section 10.23 of the Declaration.

"Budget" or **"Budget of Condominium Operation"**: The Budget of Projected Receipts and Expenses of Condominium Operation of the Property for a Budget Year, which includes both the Budget of General Operation and Budget of Residential Operation, as determined and adopted in accordance with Article 9 of the Declaration.

"Budget Guidelines": The "Guidelines for Budget of General Operation" annexed as EXHIBIT F to the Declaration.

"Budget of General Operation": As defined in Article 9, Section 9.2 of the Declaration.

"Budget of Residential Operation": As defined in Article 9, Section 9.2 of the Declaration.

"Budget Year": A Budget for the twelve (12) month period (fiscal or calendar) determined and adopted by the applicable Board Members.

"Building": The building known by the street addresses of 141 Fifth Avenue (a/k/a 141-147 Fifth Avenue and 2-8 East 21st Street) New York, New York 10010.

"Building's Maintenance Standard": To keep a Unit, including its Balcony or Terrace and , or the Common Elements (as applicable) in good and proper working order, free of water leaks and undue air penetration, and otherwise in clean and sanitary condition in accordance with good construction practices. To keep all windows, Terrace or Balcony glass curtain wall windows, Storefronts, Unit entrances, Balconies, Terraces, s, Roofs, and other areas of a Unit or the Common Elements exposed to public view, and the Immediately Adjacent Sidewalks to the Property, in clean, neat and good appearance and first class condition in accordance with the high quality, character and dignity of the Building. To keep each Balcony, Terrace and Roof, and their respective drainage Systems and all outdoor areas, including the Immediately Adjacent Sidewalks to the Property, free and clear of snow, ice, water accumulation and debris.

"Building Walls": As defined in Article 6, Section 6.5 of the Declaration.

"business day": Any day of the year that is not a Saturday, Sunday or a legal holiday of the State of New York or United States government.

"business hours": Between the hours of 9:00 a.m. and 5:30 p.m.

"By-Laws": The By-Laws of the Condominium set forth as EXHIBIT D to the Declaration, as such By-Laws or a provision thereof may be amended from time to time in accordance with its provisions. The By-Laws provide for (among other matters) the administration and governance of the Condominium Association, the Operation and uses of the Property and Units and the rights and obligations of the Condominium Board and the Unit Owners.

"calendar day": Any day of the year.

"Capital Budget": As defined in Article 9, Section 9.4.1 of the Declaration.

"Capital Expenditure": A nonrecurring expense to Repair or Alter a Common Element in a Budget of General Operation or a Budget of Office Operation which exceeds 25% of the amount projected in such Budget for all routine or ordinary Repairs or Alterations.

"Claims": All claims, disputes, controversies, rights, causes for Lawsuits and Lawsuits.

"Combined Retail Unit": Shall mean the Unit resulting from the combination of the existing Retail Unit and the existing Office Unit.

"Commercial Board Member": The member of the Condominium Board appointed and designated exclusively by a Commercial Unit Owner to represent such Owner's interests on the Condominium Board.

"Commercial Equipment": As defined in Article 6, Section 6.10 of the Declaration.

"Commercial Limited Common Elements": As defined in Article 7, Section 7.1 of the Declaration.

"Commercial Unit Owner's Rights": As defined in Article 28, Section 28.1 of the Declaration.

"Commercial Units": The Retail Unit and the Office Unit.

"Commercial Unit Owner": The Owner of a Commercial Unit.

"Common Charges": As defined in Article 9, Section 9.1.6 of the Declaration.

"Common Elements": As defined in Article 7, Section 7.1 of the Declaration.

"Common Expenses": As defined in Article 9, Section 9.1.1 of the Declaration.

"Common Interest": As defined in Article 7, Section 7.1 of the Declaration.

"Common Profits": As defined in Article 9, Section 9.1 of the Declaration.

"Communications Equipment and Other Installations": All antennae, satellite dishes and other communication devices and related Equipment (including fiber optic cable and other communication lines, wires, cables and conduits), plus any and all other new and/or additional Equipment and Installations that service or benefit Residential Units and/or the Commercial Units and/or the general public.

"Condominium": 141 FIFTH AVENUE CONDOMINIUM, which is the subject of the Declaration to which this Glossary is attached and is being established on the Property by the filing and recording of the Condominium Documents. This term refers to the Property being submitted to the provisions of the Condominium Act.

"Condominium Act": Article 9-B of the Real Property Law of the State of New York.

"Condominium Association": As defined in Article 1, Section 1.3 of the Declaration.

"Condominium Board" or **"Board"**: The Board of Managers of the Condominium, which is the body that governs the affairs of the Condominium and the Operation of the Common Elements. The Condominium Board comprises the Residential Board Members and the Commercial Board Members.

"Condominium Documents": The Declaration, including the Exhibits thereto (e.g., the By-Laws and Rules and Regulations), and Floor Plans of the Condominium, as each may be amended from time-to-time.

"consent": Unless otherwise expressly provided, the consent to be obtained is Discretionary

Consent.

"Costs and Expenses" or **"Costs or Expenses"** or similar words: All losses, damages, liabilities, costs, expenses and amounts paid, payable or incurred (including reasonable legal fees and disbursements, court costs and all other litigation expenses together with per diem interest thereon at the rate equal to the lower of 16% a year or the maximum legal rate, computed from the date paid to the date reimbursed) in connection with any Claim or to perform, observe, enforce, uphold, protect, defend, maintain and collect sums payable under a right, remedy, obligation, requirement, agreement or indemnity given in or pursuant to the Condominium Documents or an Amendment thereto or the Plan. This term also includes (where appropriate) all costs and expenses: (a) to Operate and make any Disposition of the Common Elements and the Association's Properties, including interest and principal payments under a loan; (b) to conduct the affairs of the entire Property, the Association's Properties and the Condominium Association generally or only the Residential Space or the Association's Residential Properties (as applicable); and (c) to provide services to all Unit Owners or to only the Commercial Unit Owner or the Residential Unit Owners (as applicable).

"**Cupola/Mezzanine**": Those portions of the Roof of the Building, contained in and as indicated on the Floor 14 Roof plan, attached hereto as Exhibit G.

"**Cupola/Upper Roof**": Those portions of the Roof of the Building, contained in and as indicated on the Floor 13 Roof plan, attached hereto as Exhibit G.

"damages": All damages, whether actual, compensatory, consequential, indirect, incidental, special, punitive or otherwise.

"days": All references in the Declaration and By-Laws to "days" shall mean calendar days, unless expressly stated to be business days.

"Declarant": 141 Acquisition Associates LLC and 141 Fifth Avenue LLC.

"**Declarants' Rights**": The special rights, powers, privileges, exemptions, easements, licenses, indemnities, remedies, protections and other benefits of the Residential and Commercial Declarants and the Sponsor (a/k/a Sponsor's Rights or Commercial Unit Owner's Rights).

"Declaration": The Residential Conversion Restated Declaration of Condominium, to which this Exhibit C is attached, which restates and supersedes the Original Declaration.

"Decorate," "Decorations" and derivations thereof: All painting, ornaments, furnishings, furniture, fixtures, embellishments and decorations of any kind, including: all manner of flooring (wood, tiles of any composition, carpeting, rugs and other floor coverings); all manner of wall and ceiling finishes and coverings (e.g., paint, plaster, paper, fabric, wood, glass and other materials); all manner of baseboards and moldings; all manner of lighting fixtures and chandeliers and related switch plates and electrical outlets; all manner of doorknobs, hinges and other hardware; all manner of plants, flowers and landscaping; and all manner of wall and ceiling finishes and coverings (e.g., paint, plaster, tiles, wood paneling, fabric and wallpaper).

"Department of Law": The Department of Law of the State of New York.

"Description Change": As defined in Article 13, Section 13.1 of the Declaration.

"Designee": As defined in Article 28, Section 28.1 of the Declaration.

"Discretionary Consent" or **"Discretionary Approval"** or **"Discretionary Consent or Approval"** or similar words: The consent or approval to be obtained is discretionary and may be conditioned, delayed, withheld or denied, without cause or explanation, in the sole and absolute judgment of the Party whose consent or approval is sought or required to be given, without recourse against such Party in the event consent or approval is conditioned, delayed, withheld or denied.

"Disposition": To own, hold, lease, sublease, rent, grant easements or concessions, license, mortgage, grant security interests, collateralize, assign, transfer, sell, convey, market, advertise, Promote, offer, administer, Operate, improve, combine, subdivide, expand, contract and to otherwise transact any matter with respect to, and to make any other disposition of, real or personal property allowed by Law, whether or not similar to the foregoing (but not to cast the votes appurtenant to any Unit owned by the Condominium Board or its nominee or designee).

"duties": All duties, obligations, burdens, responsibilities, requirements and services.

"elect", **"elected"**, **"election"** and similar words and derivations: In the case of the election of the Condominium Board: the Independent Board Members shall be elected by nomination and voting exclusively by all Sold and Unsold Residential Unit Owners; the Sponsor Board Members shall be elected by appointment and designation in writing exclusively by Sponsor or (after Sponsor no longer owns any Unsold Residential Unit) other Unsold Residential Unit Owners; and each Commercial Board Member shall be elected by appointment and designation in writing exclusively by a Commercial Unit Owner (including Sponsor while it owns a Commercial Unit).

"**Emergency**": As defined in Section 12, subsection 12.1.1(e) of the Declaration.

"Entity": A partnership, limited liability partnership or company, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government, embassy, consulate, Governmental Authority or any other entity legally competent to own real property.

"Equipment": All machinery, tools, apparatus, devices and implements comprising part of a Common Element or Unit (as applicable), now or hereafter, whether mechanical, electrical, electronic, plumbing or otherwise, including: boilers, converters, radiator, heaters, blowers, exchanges and related equipment forming part of a heating system; motors; pumps; water and electric meters, electrical panels, circuit breakers, transformers, switches and related equipment forming part of an electrical system; elevator (including cab, cables, electronics, motor, air conditioner, pit, shaft and related equipment forming part of an elevator system); air-conditioners (including cooling tower, all chillers, condensers, compressors, fan coil units and related equipment forming part of an air conditioning system); fans; telephones and related equipment forming part of a telephone system; intercom (including all equipment forming part of an intercom system); cameras, monitors and related equipment forming part of a security system); televisions, antennae, satellite dishes and related equipment forming part of a television, Internet or other communication system (electric, cable, wireless or otherwise); appliances (including washers, dryers, refrigerators, ranges and ovens); sinks; toilets; fire alarms; smoke detectors; tanks and tank assemblies; sprinkler heads and alarms and related

equipment forming part of a sprinkler system; bells; thermostats; thermometers; vents; sensors; valves; panels; receptacles; outlets; wiring; siamese connections; hoses, electrical, lighting, plumbing and other fixtures and bulbs; Signs; pipes; lines; ducts; conduits; cables; risers; mains; shafts; pits, flues; chases; hardware; locks; screens, strainers; traps; drains; catch basins; leaders; filters; incinerators; compactors; canopies; closets; cabinets; doors; railings; metal stairs; furniture; mirrors; furnishings; appurtenances; urns, baskets, mail chutes; mail boxes; carpeting; tiles; floor coverings; draperies; shades; window coverings; wallpaper; wall coverings; trees; shrubbery; flowers; plants; horticultural tubs; horticultural boxes; equipment used for cleaning halls, floors, carpets, walls and other areas (whether indoor or outdoor) including for snow removal; and all other equipment forming a part of a system of the Building.

"Exempt Transaction": As defined in Article 16, Section 16.2, subsection 16.2.1 of the By-Laws.

"**Existing Building Services**": As defined in Article 10, Section 10.23.

"Existing Lease": A lease demising space in the Building in effect on the date the Declaration is recorded in the Register's Office so long as same shall remain in effect, including all extensions or renewals thereof in accordance with any option or other provision thereof, but excluding any other extensions or renewals thereof and all Amendments thereto thereafter made.

"**Existing Office Leases**": As defined in Article 10, Section 10.23.

"**Existing Retail Leases**": As defined in Article 10, Section 10.19.4.

"**Existing Unit Mortgage**": A Unit Mortgage existing at the date the Declaration is recorded.

"Existing Tenant": A tenant under an Existing Lease at the date of recording the Declaration.

"Facilities": All fixtures and personal property not otherwise comprising the Equipment, now or hereafter existing in, on, or under the Land or Building and for the use, service or benefit of one (1) or more Units or Unit Owner(s) or forming a part of the Common Elements, or necessary or desirable for the existence, Maintenance, life, health or safety of the Property or any portion thereof or the Owners or occupants of one (1) or more Units.

"family", "family member", "immediate family" or similar words: A spouse, child (whether by blood, marriage or adoption), parent (including a step parent or parent-in-law), grandparent and sibling.

"First Closing": The first Residential Unit conveyed to a bona fide Purchaser under the Plan.

"First Year's Budget": The projection of receipts and expenses of the Property for the first twelve (12) months following the projected date of First Closing of a Residential Unit under the Plan, which is set forth as SCHEDULE B in Part I of the Plan.

"Floor Plans": The floor plans of the Building (showing, among other things, the layout, location and approximate square footage and dimensions of the Units as built) certified by a registered architect or licensed professional engineer and filed with the Real Property Assessment Department for the Borough of Manhattan, in the City and State of New York and in

the Register's Office contemporaneously with the recording of the Declaration.

"Force Majeure": Acts of nature (such as flood, earthquake or severe or unusually inclement weather), explosion, fire, strikes, work stoppage or slowdown, unavailability of materials supplies, war, emergencies, national defense preemptions, governmental restrictions or actions, injunctions or court orders, or any other cause or event beyond the reasonable control of Sponsor, the Condominium Board or other Person in question (as applicable) and not attributable to the improper or bad faith acts or omissions of such Person.

"Foreign Entity": Any organization that is not formed or organized under the Laws of the State of New York or is not an instrumentality of the State of New York or any county, municipality, village or other Governmental Authority of the State of New York.

"freely": Same as Freely and Without Consent, Payment or Restriction.

"Freely and Without Consent, Payment or Restriction": This term means and includes, unless otherwise expressly provided: (a) unfettered and unconditional; (b) without consent or approval of the Condominium Board or other Unit Owners or mortgagees of Units; (c) without paying any kind of fee, rental, charge, imposition, security deposit or other sum to the Condominium Board or its Managing Agent, attorneys, architects, engineers or other professionals or consultants, or to Unit Owners; and (d) without complying with any kind of work rule, restriction, requirement or limitation, other than the requirement to comply with applicable Laws, the applicable Work Requirements set forth in Article 15, Section 15.2 of the Declaration, the restriction against Prohibited Uses and any other expressly stated restriction, requirement or limitation.

"GBL": Article 23-A of the General Business Law of the State of New York.

"General Common Charges": As defined in Article 9, Section 9.1 of the Declaration.

"General Common Elements": As defined in Article 7, Section 7.1 of the Declaration.

"General Common Expenses": As defined in Article 9, Section 9.1 of the Declaration.

"General Legal Matters": As defined in Article 9, Section 9.1.3 of the Declaration.

"General Vault": A Vault for use by the Condominium Board for the benefit of all Unit Owners under a license or right granted by The City of New York.

"good construction practices": The quality of the workmanship and materials with respect to any Maintenance, Repair, Alteration or other Work in, on, to or affecting the Building (including the Common Elements and Units) shall meet or exceed any relevant specific standards required by applicable Laws as well as the standards of locally accepted building practices for high quality office buildings or high quality mixed-use retail, office and primarily residential buildings in the locale of the Building and comparable to the construction and amenities of the Building.

"Government Documents": All notices, reports, registrations, applications, petitions, declarations, easements, licenses, forms, items, papers and other documents to be filed with, or given or submitted to, a Governmental Authority, including any Government Document that is required to be signed by the Condominium Board on behalf and as agent of the Unit Owners in

connection with any permit, approval, consent, waiver, exemption, variance or license, building notice, alteration, application or other form of legally required permission to or from a Governmental Authority (including a permit that is necessary to perform Work on any part of the Property), including: (a) a notice, report, registration or other information to be filed with a Governmental Authority relative to a Unit, or an Owner, tenant or occupant of such Unit; (b) any proposed Unit Change to a Unit in accordance with the Declaration; (c) an application, petition or other document required for a zoning variance or an amended or new Certificate of Occupancy for the Building or an Alteration permit related to such Unit Change of a Unit or an obligation undertaken in the Plan, a Plan Amendment or a Purchase and Sale Agreement for an Unsold Residential Unit; (d) any Signs permitted to be installed, Altered or replaced pursuant to the Declaration or the By-Laws; or (e) an application, petition or other document required to increase the rent of an Unsold Residential Unit or to obtain a real estate tax or other tax exemption, abatement or benefit for a Unit.

"Governmental Authorities": All authorities, agencies, departments, assessors, boards, bodies court and other instrumentalities of federal, state, county, municipal, village, local, foreign, international, regional, domestic and other governmental and quasi-governmental authorities having jurisdiction.

"household": As defined in Article 10, Section 10.13 of the Declaration.

"HVAC": Heating, ventilating and air conditioning.

"HVAC/Mechanical/Utility Building Systems": All Building Systems, including (if existing): HVAC; hot and cold water; storm drainage; refuse; waste; fire protection (e.g., sprinkler, sprinkler alarm, hoses, standpipe, siamese connection and related Installations); utilities (e.g., electric, gas, telephone, cable television, Internet and other telecommunications); intercom; and security cameras, monitors and other devices.

"immediate family": See "family".

"Immediately Adjacent Sidewalks": As defined in Article 10, Section 10.1 of the Declaration.
"include", **"includes"**, **"including"**, **"such as"**, **"for example"** and similar words and derivations: Wherever these words precede a list of one or more items, the list is not be limited to the item(s) mentioned and shall always be construed as though followed by the words "but not limited to".

"indemnify": Whenever this term is used, it shall include to defend and hold harmless and shall apply to all Related Parties of the Party being indemnified and the respective heirs, distributees, legatees, executors, administrators, legal representatives, successors and assigns of such Indemnified Party and Related Parties.

"Independent Board Members": The members of the Condominium Board who have no family, employment or business relationship or affiliation with Sponsor, an Unsold Unit Owner or a Related Party to Sponsor or an Unsold Unit Owner. Generally, the Independent Board Members are the Owners, occupants or tenants of Sold Residential Units or their respective family members or Related Parties.

"individual": A natural person.

"Individual Commercial Limited Common Element": As defined in Article 7, Section 7.1 of the Declaration.

"Individual Limited Common Element": As defined in Article 7, Section 7.1 of the Declaration.

"Individual Residential Limited Common Element": As defined in Article 7, Section 7.1 of the Declaration.

"Installation Requirements": As defined in Article 10, Section 10.4 of the Declaration.

"Installations": All Equipment, Facilities, structures, Systems and materials now or hereafter existing in, on, under or adjacent to the Land or Building and for the use, service or benefit of one (1) or more Units or Unit Owner(s) or forming a part of the Common Elements, or necessary or desirable for the Use and Enjoyment of the Property or any portion thereof or the Owners or occupants of one (1) or more Units.

"Institutional Lender": A savings bank; savings and loan association; bank or trust company; credit union; insurance company; real estate investment trust; mortgage trust; a federal, state, municipal, union or other employee, welfare, pension or retirement fund or system; or the holder of a mortgage encumbering one (1) or more Unsold Units or a Commercial Unit.

"Institutional Mortgage": Any mortgage covering one (1) or more Units whose initial holder is either an Unsold Unit Owner (including Sponsor), or its designee, or an Institutional Lender.

"Insurance Trustee": An Institutional Lender having both an office in the City and State of New York and a capital surplus and undivided profits of $100,000,000 or more, from time-to-time appointed to serve as such by the Condominium Board.

"Involuntary Transferee": As defined in Article 28, Section 28.1 of the Declaration.

"Land": The parcel of land on which the Building is located together with the air space thereover, which parcel is more particularly identified in EXHIBIT A to the Declaration. The portions of said air space that are occupied by the Units are included in, and are part of, the Units and all other portions of said air space are included in, and part of, the General Common Elements. The Land includes, and is subject to, all easements, agreements, covenants, restrictions, rights, privileges, benefits, encumbrances, burdens and other matters of record appurtenant thereto.

"Laws": All laws and ordinances of federal, state, city and other local Governmental Authorities and all applicable regulations, codes, rules, orders, permits, directives and requirements of Governmental Authorities having jurisdiction over the Property or the Condominium Association.

"Lawsuits": All suits, litigation, controversies and disputes, whether legal or equitable, brought in or before any court or judicial system (federal, state, local or international), governmental or administrative authority, arbitration or mediation association or alternative dispute resolution body.

"Legal Expenses": As defined in Section 9.1.3 of the Declaration.

"Liabilities and Expenses": All liabilities, judgments, awards, losses, damages (whether actual, consequential, incidental, special, indirect or otherwise), penalties, fines and Costs and Expenses.

"Limited Common Elements": As defined in Article 7, Section 7.1 of the Declaration.

"Litigation Document": Any pleading, affidavit, petition, application, motion, interrogatory or other document utilized in connection with any litigation, including any litigation required to be brought or defended in the name of the Condominium Board or in the name of the Condominium Board as agent and on behalf of the Unit Owners, such as litigation instituted or defended at the request of Sponsor or an Unsold Unit Owner relative to: (a) any Government Document or any matter which is the subject of a Government Document; or (b) any of Sponsor's Rights or the rights, powers, easements, licenses, privileges, exemptions, indemnities, remedies and other benefits of Sponsor, an Unsold Unit Owner or a Commercial Unit Owner under the Plan, a Plan Amendment or the Condominium Documents.

"Maintain, Maintenance" and similar words: To inspect, test, paint, keep and otherwise maintain a Unit or the Common Elements (as applicable) in accordance and compliance with the Building's Maintenance Standard.

"majority of Board Members" or **"majority of Residential Board Members"**: More than fifty percent (50%) of the Board Members or specified Board Members, or more than 50% of the Board Members or specified Board Members attending a duly constituted Board meeting at which a quorum is present, as may be specified or indicated by the text.

"majority in Common Interest of Unit Owners" or **"majority in Common Interest of Residential Unit Owners"** or words of similar import or other specified percentage: Owners of more than fifty percent (50%) (or other specified percentage) in aggregate absolute Common Interests appurtenant to all Units or all Residential Units (as applicable) or Owners of more than fifty percent (50%) (or other specified percentage) in aggregate absolute Common Interests of only those Unit Owners or those Residential Unit Owners (as applicable) who are present, in person or by proxy, and voting at a duly constituted meeting of Unit Owners at which a quorum is present, as applicable or indicated. All references herein to "Units" shall exclude any Unit (including the Superintendent's Unit) while such Unit is owned by the Condominium Board or its nominee or designee and all references to "Unit Owners" shall exclude the Condominium Board or its nominee or designee as Owner of any Unit (including the Superintendent's Unit) for quorum and voting purposes. An Owner of more than one (1) Unit shall be counted as a separate Owner for each such Unit for quorum and voting purposes. A Unit owned by two (2) or more Persons shall be counted as one (1) Unit Owner for quorum and voting purposes.

"majority in number of Unit Owners" or **"majority in number of Residential Unit Owners"** or words of similar Import or other specified percentage: Owners of more than fifty percent (50%) (or other specified percentage) in aggregate absolute number of all Units or all Residential Units (as applicable) or Owners of more than fifty percent (50%) (or other specified percentage) in aggregate number of only those Unit Owners or those Residential Unit Owners (as applicable) who are present, in person or by proxy, and voting at a duly constituted meeting of Unit Owners at which a quorum is present, as applicable or indicated. All references herein to "Units" shall exclude any Unit (including the Superintendent's Unit) while such Unit is owned by the Condominium Board or its nominee or designee and all references to "Unit Owners" shall exclude the Condominium Board or its nominee or designee as Owner of a Unit (including the

Superintendent's Unit) for quorum and voting purposes. An Owner of more than one (1) Unit shall be counted as a separate Owner for each such Unit for quorum and voting purposes. A Unit owned by two (2) or more Persons shall be counted as one (1) Unit Owner for quorum and voting purposes.

"Managing Agent" (a/k/a "Property Manager"): The Person engaged from time-to-time by the Condominium Board to perform the duties of a managing agent of the Building.

"Match Offer Right": As defined in Article 16, Section 16.2, subsection 16.2.8 of the By-Laws. Same as Right of First Refusal.

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

"Net Award Trust Funds": As defined in Article 18, Section 18.3, subsection 18.3.4 of the By-Laws.

"Occupancy Requirements": As defined in Article 10, Section 10.13 of the Declaration.

"Office Unit": The office spaces in the Building and constituting one of the Condominium Units established under, and so designated as such in EXHIBIT B to, the Declaration, together with the Common Interest appurtenant to such Unit. The Office Unit includes the portions of the air space comprising part of the Land that is occupied by such Unit, the Building Walls from a horizontal plane immediately below and extending along the windows or window sills of floor 2 to a horizontal plane immediately below and extending along the windows or windowsills of floor 3 enclosing the Office Unit, all Equipment, Installations and Systems, or portions thereof, wherever located, that are for the exclusive use, service or benefit of such Unit or its Owner and are not expressly stated in the Declaration to be part of the Common Elements or another Unit.

"Office Unit Owner": The Owner of the Office Unit.

"141 Fifth Avenue Public Areas": As defined in Article 7, Section 7.3 of the Declaration.

"Operate", "Operates", "Operation" or derivations thereof: To Maintain, Repair, Alter and otherwise use, operate, manage and conduct the business and affairs of: (a) the Condominium Association, (b) the Residential Space, or (c) the Association's Residential Properties, or (d) the General Common Elements, or (e) the Association's General Properties, or (f) the entire Property, or (g) a Unit (Residential or Commercial), as the context requires, or as otherwise indicated by the text.

"Original Declaration": That certain Declaration of Condominium dated as of August 10, 2006 and recorded in the New York County Register's Office on October 26, 2006 at CRFN 2006000600640.

"Owner": The legal (record) owner of fee simple title of a Unit, including (as indicated, or otherwise expressly provided, by the text): (a) a Unit Owner; (b) a Residential Unit Owner; or (c) a Commercial Unit Owner. An Owner of more than one (1) Unit shall be counted as a separate Owner for each such Unit for quorum and voting purposes. A Unit owned by two (2) or more Persons shall be counted as one (1) Unit Owner for quorum and voting purposes.

"Owner-Occupied Residential Unit": A Residential Unit occupied by its Owner or a member of the Owner's immediate family.

"Owner-related Occupants": The occupants of a Residential Unit who are a member of the Owner's family or an officer, director, shareholder, member, partner, trustee, executor, administrator, guardian, legal representative, beneficiary, government official or employee of a corporation, limited liability company, partnership, trust, sovereign government, consulate or other Entity which owns the Unit, or a member of the family of any of the foregoing.

"Party": A Unit Owner, the Condominium Board (including a Commercial or Residential Board Member), a Permitted Mortgagee, a Registered Tenant and an Insurance Trustee are each a party.

"Party Wall": As defined in Article 6, Section 6.5 of the Declaration.

"Permitted First Mortgage": A first mortgage placed on a Unit in compliance with the By-Laws.

"Permitted First Mortgagee": The holder of a Permitted First Mortgage.

"Permitted Mortgage": A mortgage placed on a Unit in compliance with the By-Laws.

"Permitted Mortgagee": The holder of a Permitted Mortgage.

"Permitted Tenants/Occupants/Invitees": The tenants, occupants, invitees, licensees, contractors, subcontractors, agents, employees and workers permitted or authorized to occupy, use, visit or enter a Unit by the Owner of such Unit or pursuant to Law or the Condominium Documents.

"Person": A natural person (i.e., an individual) or an Entity.

"Plan": The Condominium Offering Plan for the Property and all Amendments thereto accepted for filing by the Department of Law prior to the First Closing of a Residential Unit (other than the Superintendent's Unit) under such Offering Plan.

"Plan Obligations": As defined in Article 12, Section 12.7 of the Declaration.

"Plans and Specifications": Sponsor's plans and specifications for the construction, equipping and outfitting of the Building and adjacent areas (including the Common Elements and the Units), which (to the extent required by Law) have been filed with the Department of Buildings of The City of New York, as same may have been amended, and as same may hereafter be amended from time to time in accordance with the provisions of the Plan.

"powers": All powers, rights, authorities, remedies, protections and benefits.

"Prohibited Uses": As defined in Article 10, Section 10.2 of the Declaration.

"Promote", **"Promotion"** or derivations thereof: All manner of offering, advertising, marketing, Signage, displays and other promotion and promotional activities in connection with the sale,

rental or Operation of a Unit or a business conducted in a Unit.

"Property": As defined in Article 2, Section 2.1 of the Declaration.

"Property Manager" (a/k/a "Managing Agent"): The Person engaged from time-to-time by the Condominium Board to perform the duties of a managing agent of the Building.

"Pro Rata": In the proportion that the Common Interest or floor area or asking price or Common Charge of a Unit bears to the total Common Interests or the total floor areas or total offering prices or total Common Charges of all specified Units (respectively), or that the Common Interest or floor area or offering price or Common Charge of a Residential Unit bears to the total Common Interests or total floor areas or total offering prices or Common Charges of all Residential Units (respectively), or otherwise, as may be specified or indicated by the text. For example, the Residential Common Expenses are payable by only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests. This means that each Residential Unit Owner shall pay that portion of the Residential Common Expenses as the Common Interest appurtenant to such Owner's Residential Unit bears to the total Common Interests appurtenant to all Residential Units.

"Purchase and Sale Agreement": The agreement between Sponsor and a Purchaser for the purchase and sale of a Unit in the form set forth as DOCUMENT 1 in Part II of the Plan.

"Purchaser": A Person or Persons buying a Residential Unit under a fully executed Purchase and Sale Agreement with Sponsor pursuant to the Plan, whether for personal occupancy or use of the Purchaser or a member of Purchaser's family or for rental or other investment purposes.

"Reasonable Approval" or **"Reasonably Approved"** or similar words: The approval required to be obtained shall not be unreasonably conditioned, withheld, denied or delayed.

"Reasonable Judgment" or words of similar import: As defined in Article 7, Section 7.13 of the Declaration.

"Reasonably Determined" or words of similar import: As defined in Article 7, Section 7.13 of the Declaration.

"Registered Mortgage": As defined in Article 16, Section 16.13 of the By-Laws.

"Register's Office": The office of the Register of the County of New York, in the City and State of New York.

"Related Party": An individual who has or had an employment, business or family relationship to a Unit Owner or an Entity comprising a Unit Owner or a partner, member, manager, shareholder, officer, director or principal of a Unit Owner or an Entity comprising a Unit Owner; or an Entity whose legal, equity or beneficial interest is owned (directly or indirectly) by a Unit Owner or an Entity comprising a Unit Owner or a partner, member, manager, shareholder, officer, director or principal of a Unit Owner or an Entity comprising a Unit Owner.

"Repair", **"Repaired"**, **"Repairs"** or derivations thereof: To repair, fix, correct, rebuild, restore, replace, substitute, remove and to perform any other Work, apart from Maintenance or Alterations, in or to a Unit or the Common Elements.

"Reserved Roof Areas" shall mean the areas delineated on the floor plans attached as Exhibit G to the Declaration for use by the Retail Owner to install satellite dishes.

"Residential Board Members": The members of the Condominium Board who are elected by the Owners of Residential Units (including the Owners of Unsold Residential Units, regardless of whether such Owners are Sponsor and/or other Persons) to serve as Residential Board Members and represent the interests of all Sold and Unsold Residential Unit Owners on the Condominium Board. The Residential Board Members consist of a specified number of Independent Board Members and (while there is any Unsold Residential Unit) a specified number Sponsor Board Members as provided in the By-Laws.

"Residential Common Charges": As defined in Article 9, Section 9.1.6 of the Declaration.

"Residential Common Elements": As defined in Article 7, Section 7.1 of the Declaration.

"Residential Common Expenses": As defined in Article 9, Section 9.1.4 of the Declaration.

"Residential Equipment": As defined in Article 6, Section 6.11 of the Declaration.

"Residential Legal Matters": As defined in Article 9, Section 9.1.4 of the Declaration.

"Residential Common Elements" or **"Residential Limited Common Elements"**: As defined in Article 7, Section 7.1 of the Declaration.

"Residential/Office Board": The Members of the Condominium Board comprising the Residential Board Members and the Commercial Board Member appointed or designated exclusively by the Office Unit Owner (or the Retail Unit Owner in lieu of the Office Unit Owner).

"**Residential/Office Common Elements**": As defined in Article 7.1 of the Declaration.

"Residential Space": All of the Residential Units, the Storage Bins, the Residential Common Elements and (if established) the Individual Residential Limited Common Elements appurtenant to a Residential Unit or specified Residential Units.

"Residential Unit": One of the dwelling Units in the Building comprising one (1) of the Residential Units (including a Sold Residential Unit and an Unsold Residential Unit, unless the context expressly provides otherwise) and constituting one of the Condominium Units established under, and so designated as such in EXHIBIT B to, the Declaration and on the Floor Plans, together with the Common Interest appurtenant to such Unit. The location of each Residential Unit is more precisely shown on the Floor Plans and referred to in said EXHIBIT B. Each Residential Unit includes the Balcony and/or Terrace and (if and as applicable) appurtenant to the Unit together with all Equipment and Installations that are for the exclusive use, service or benefit of such Unit or its Owner and are not expressly stated in the Declaration to be part of the Common Elements or another Unit.

"Residential Unit Owner": The Owner of a Residential Unit.

"**Residential Vault**": A Vault used exclusively in common by the Residential Unit Owners and those tenants of the Residential Units so authorized by the Residential Unit Owners under a

license or right granted by The City of New York.

"Responsible Party": As defined in Article 10.19.5 of the Declaration.

"Retail Unit ": The retail spaces in the Building and constituting one of the Condominium Units established under, and so designated as such in EXHIBIT B to, the Declaration, together with the Common Interest appurtenant to such Unit. The Retail Unit includes the portions of the air space comprising part of the Land that is occupied by such Unit, the Building Walls from ground level to a horizontal plane immediately below and extending along the windows or windowsills of floor 2 enclosing the Retail Unit, all Equipment, Installations and Systems, or portions thereof, wherever located, that are for the exclusive use, service or benefit of such Unit or its Owner and are not expressly stated in the Declaration to be part of the Common Elements or another Unit.

"Retail Unit Owner": The Owner of the Retail Unit.

"Retail Vault": A Vault used exclusively by the Retail Unit Owner and those tenants of the Retail Unit so authorized by the Retail Unit Owner under a license or right granted by The City of New York.

"Right of First Refusal": As defined in Article 16, Section 16.2, subsection 16.2.8 of the By-Laws. Same as Match Offer Right.

"Roof": A roof consists of the following (if and to the extent existing): the reinforced concrete slab or other construction material; the asphalt or other roofing material thereover; the insulation; the membrane; the flashing; and similar elements protecting the interior portion of the Building. The term Roof does not include the wood deck, pavers, tiles or other protective flooring or covering on a Roof, which constitutes the Terrace appurtenant to, and part of, a specified Residential Unit. The term "Roof" includes all Roof Structures appurtenant to a Roof, unless otherwise expressly provided. The Cupola/Upper Roof and the Cupola/Mezzanine level and the Cupola Roof all above the top floor of the Building, the roof underneath a Terrace and the roof of the bulkhead enclosing the egress stairs and elevator equipment are each included in the term Roof.

"Roof Structures": The drainage System of a Roof (including, drains, gutters, leaders and similar elements), the parapets, the copings, the railings, the walls and all other structures enclosing a Roof, and the bulkhead enclosing the egress stairs and elevator equipment.

"Rules and Regulations": As defined in Article 14, Section 14.5 of the By-Laws.

"Section 339-m": Section 339-m of the Condominium Act.

"Sidewalk Cleaning Obligations": The obligations imposed by Law to keep the Immediately Adjacent Sidewalks to the Property clean and free of snow, ice, water accumulation and debris.

"Sidewalk Repair Obligations": The obligations imposed by Law to keep the Immediately Adjacent Sidewalks to the Property properly Maintained and Repaired.

"Sidewalk Structure": As defined in Article 15, Section 15.2(m) of the Declaration.

"Sign", **"Signs"** or **"Signage"** or similar words: Each or every kind whatsoever of: sign,

inscription or lettering (on doors, windows or elsewhere), picture, banner, flag, awning, canopy, planter, landscaping, structure, placard, board, stanchion, decoration and display used for sales, rental, Promotional, advertising, identity, business, Operation and/or any other lawful purpose. There is no restriction or limitation whatsoever on the nature, composition, design, size, illumination, configuration, fabrication, quality, character, color, appearance or content of Signs, unless otherwise expressly provided.

"Sold Residential Unit" or **"Sold Unit"**: A Residential Unit, a Residential Unit or a Storage Unit that is sold and conveyed to a bona fide Purchaser under the Plan (including a bona fide Purchaser who is buying for personal use or occupancy by the Purchaser or Purchaser's family or for rental and investment). Generally, a Sold Unit is any Residential Unit that is not an Unsold Residential Unit.

"Sold Residential Unit Owner", "Sold Residential Owner", or **"Sold Unit Owner"**: The Owner of a Sold Residential Unit.

"Sold Residential Unit Owner Affiliate": As defined in Article 2, Section 2, subsection 2.6.6 of the By-Laws.

"Special Allocation and Apportionment Rule": As defined in Article 9, Section 9.1.2 of the Declaration.

"Special Assessment": The amount assessed by the Condominium Board to pay a portion of the Common Expenses and payable by all or certain Unit Owners (as applicable) in the time and manner determined by the Condominium Board. A Special Assessment is an additional Common Charge and may be payable in an amount or amounts and time period other than that applicable to the regular Common Charges, as determined by the Condominium Board. A Special Assessment shall be payable by the applicable Unit Owners required to pay the Common Expenses to which such Special Assessment is to be applied as provided in the Condominium Documents, the First Year's Budget (SCHEDULE B in Section F or Part I of the Plan) and the Model Budget.

"Specially Apportioned General Common Expenses": As defined in Article 9, Section 9.1.3 of the Declaration.

"Systems": All HVAC/Mechanical/Utility Systems together with the Roofs and Roof Structures serving all or a portion of the Building (including one or more Units and/or the Common Elements).

"Sponsor": 141 Acquisition Associates LLC, one of the Declarants of the Declaration and the offeror of the Residential Units under the Plan.

"Sponsor Board Control Period": The period ending on the *earlier* of: (a) the date that the Unsold Residential Units constitute less than fifty percent (50%) in Common Interest and number of all Residential Units; or (b) the fifth (5th) anniversary of the First Closing of a Residential Unit under the Plan.

"Sponsor Related Party": A Person who is a Related Party to Sponsor.

"Sponsor Board Member": A Board Member appointed and designated exclusively by

Sponsor (or, after Sponsor no longer owns any Unsold Residential Unit, other Unsold Residential Unit Owners, if any) to serve as a Residential Board Member and represent the interests of Sponsor and other Unsold Residential Unit Owners on the Condominium Board. There is no restriction or limitation whatsoever on who may serve as a Sponsor Board Member and may be anyone that either has or does not have a family, employment or business relationship or affiliation with Sponsor or other Unsold Residential Unit Owner or a Related Party to either.

"Sponsor's Rights" or **"Sponsor's/Commercial Owners' Rights"**: As defined in Article 28, Section 28.1 of the Declaration.

"Sponsor Unit": A Unit (including a Residential Unit or a Commercial Unit) owned by Sponsor at the time in question.

"Sponsor Veto Control Period": As defined in Article 9, Section 9.12 of the Declaration.

"Storage Bin License Agreement": The license agreement pursuant to which a Storage Bin is licensed.

"Storage Unit" or "Storage Bin": One of the storage bins to be located in the cellar of the Building. The location of each Storage Unit is more precisely shown on the Floor Plans and referred to in said EXHIBIT B. Each Storage Unit includes all Equipment, Installations and Systems, or portions thereof, wherever located, that are for the exclusive use, service or benefit of such Unit or its Licensee, if any, and are not expressly stated in the Declaration to be part of the Common Elements or another Unit.

"Storefronts": The storefronts of the Retail Unit existing at any time, including the glass, frames, windows and all doors of such storefronts, any gates and security devices and alarms protecting such windows and doors, and any awnings, canopies or Signage immediately above or abutting same.

"Storefront Windows" or similar words: The windows on any Storefront of the Retail Unit or its entrance.

"Structural Components": The following components of the Building (if and to the extent existing): foundations, foundation walls, pilings, structural columns, beams, supports, girders, shear walls and similar structural members; load bearing walls; all Building Walls; all reinforced concrete slabs (or other construction material) comprising the Base Floors (including subflooring, but excluding any wood flooring, tiles, carpeting or other floor covering thereover) and Base Ceilings (excluding any finishes or gypsum wall board or sheetrock thereon), all Balcony Structures (but excluding the epoxy-based top surface sealant thereon, which constitutes the Balcony appurtenant to a specified Residential Unit), and all Roofs (including the Roof Structures appurtenant thereto, but excluding the wood decks, pavers, tiles or other protective floorings or coverings thereover (which constitute the Terrace appurtenant to a specified Residential Unit).

"Successor in Interest": As defined in Article 28, Section 28.1 of the Declaration.

"Systems": All HVAC/Mechanical/Utility Systems together with the Roofs and Roof Structures, and the Building Walls.

"Taken" or "Taking": As defined in Section 19.1 of the Declaration.

"Tenant Obligations": As defined in Article 12, Section 12.7 of the Declaration.

"Terrace": The pavers, treated wood deck or other protective flooring or covering above a Roof. Such pavers or other protective flooring or covering is appurtenant to, and part of, a specified Residential Unit, as identified in EXHIBIT B to the Declaration and the Floor Plans. The Terrace does not include the Roof and its appurtenant Roof Structures under, in and enclosing the Terrace, such Roof and Roof Structures being part of the Residential Common Elements.

"Unanimous Consent Events": Transactions or events requiring the unanimous Reasonable Approval or Consent of all Board Members as set forth on EXHIBIT I to the Declaration.

"Unauthorized Sold Unit Owner": A Sold Unit Owner who is not an Authorized First Sold Unit Owner.

"Unavoidable Causes": Same as Force Majeure.

"Unit": A Unit is a portion of the Property established under the Declaration as a condominium unit which is owned separately and exclusively by its Owner together with the Common Interest appurtenant to the Unit. Each Owner has exclusive ownership and possession of the Owner's Unit, subject to certain use and occupancy restrictions, and certain rights and easements (including those in favor of the Condominium Board and Sponsor), as and to the extent set forth in the Plan and the Condominium Documents. A Unit is designated in EXHIBIT B to the Declaration and on the Floor Plans as a Residential Unit or a Commercial Unit.

"Unit Alteration": As defined in Article 13, Section 13.1 of the Declaration.

"Unit Change": As defined in Article 13, Section 13.1 of the Declaration.

"Unit Combination": As defined in Article 13, Section 13.1 of the Declaration.

"Unit entrance" or similar words: The entrance and exit leading directly into a Unit from the Common Elements or street or from a Unit directly to the Common Elements or street, including the entrance door to a Residential Unit and the door to a Balcony or Terrace or appurtenant to a Unit. The Storefronts of the Retail Unit include the entrance to such Unit.

"Unit Expansion": As defined in Article 13, Section 13.1 of the Declaration.

"Unit Owner":. The Owner of a Unit.

"Unit Subdivision": As defined in Article 13.1 of the Declaration.

"Unsold Residential Unit": A Residential Unit owned at the time in question by an Unsold Residential Unit Owner, regardless of whether such Owner is Sponsor or other Person designated by Sponsor as such. An Unsold Residential Unit shall retain its status and character as an Unsold Residential Unit until it is conveyed to a bona fide Purchaser for personal use (by the Purchaser or a family member of the Purchaser) or for rental investment and such

Purchaser is not designated in writing by Sponsor as an Unsold Residential Unit Owner.

"Unsold Residential Unit Owner": Sponsor and (if applicable) a Person designated by Sponsor in writing or a Plan Amendment as an Unsold Residential Unit Owner having, with regard to the Unsold Residential Unit owned by such designated Person, all or (only if specified by Sponsor) certain of Sponsor's Rights under the Plan and the Condominium Documents (i.e., all or (only if specified by Sponsor) certain of the rights, powers, easements, licenses, privileges, exemptions, indemnities, remedies, protections and other benefits of Sponsor under the Plan and Condominium Documents with respect to each Unsold Residential Unit owned by such designee), but subject in each case to the same limitations and restrictions as Sponsor under the Plan and the Condominium Documents.

"Unsold Unit": Any Residential Unit owned at the time in question by an Unsold Unit Owner (regardless of whether such Owner is Sponsor or other Person designated by Sponsor as such). A Sold Unit that is reacquired by Sponsor shall be regarded as an Unsold Unit for all purposes other than for the purpose of determining the expiration of the Sponsor Board Control Period or the Sponsor Veto Control Period. An Unsold Unit shall retain its status and character as an Unsold Unit until it is conveyed to a bona fide Purchaser for personal occupancy or use (by the Purchaser or a family member of the Purchaser) or for rental or investment and such Purchaser is not designated in writing by Sponsor as an Unsold Unit Owner.

"Unsold Unit Owner": Sponsor and (if applicable) a Person designated by Sponsor in writing or a Plan Amendment as an Unsold Unit Owner having, with regard to each Unsold Unit owned by such designated Person, all or (only if specified by Sponsor) certain of Sponsor's Rights under the Plan and Condominium Documents (i.e., all or (only if specified by Sponsor) certain of the rights, powers, easements, licenses, privileges, exemptions, indemnities, remedies, protections and other benefits of Sponsor under the Plan and Condominium Documents), but subject in each case to the same limitations and restrictions as are applicable to Sponsor under the Plan and the Condominium Documents.

"Usage": As defined in Article 9, Section 9.1.2 of the Declaration.

"Use and Enjoy", **"Use and Enjoyment"** or **"Used and Enjoyed"** or similar words: This term means and includes existence, use, occupancy, enjoyment, service, benefit, sale, rental, granting of licenses or concessions, management, control, Operation, function, business, Signage, market, advertisement, Promotion, health, safety, preservation, welfare, security, protection, appearance or other Disposition.

"utility services": As defined in Article 11, Section 11.11 of the Declaration.

"Vault": A Vault is the space below a sidewalk adjacent to the Property and is permitted to be used by the Property pursuant to a revocable license or right. The license or right to use the General Vault is part of the General Common Elements. The license or right to use an Office Vault or a Retail Vault is part of the Office Unit or Retail Unit, respectively.

"Work" or derivations thereof: All labor performed, and all materials and supplies used, to Maintain, Repair, Alter or perform other Work in or to a Unit or the Common Elements.

"Work Requirements": As defined in Article 15, Section 15.2 of the Declaration.

END OF EXHIBIT C

EXHIBIT D TO DECLARATION

BY-LAWS of 141 FIFTH AVENUE CONDOMINIUM

See DOCUMENT 7 in PART II of the OFFERING PLAN

EXHIBIT E TO DECLARATION

UNIT OWNER'S POWER OF ATTORNEY

See DOCUMENT 2 in PART II of the OFFERING PLAN

EXHIBIT F TO DECLARATION OF
141 FIFTH AVENUE CONDOMINIUM
GUIDELINES FOR BUDGET OF GENERAL OPERATION

The following guidelines are based on the principles, rules and requirements set forth in the Plan in SCHEDULE B and Section H, subsections H-7.1 through H-7.3, and Article 9 of the Declaration ("**Budget Guidelines**"). These Budget Guidelines are intended to avoid or minimize potential disputes that may arise in future years of Condominium Operation and are to be followed by the Condominium Board and the Commercial Unit Owners when adopting a Budget of Condominium Operation and allocating, apportioning assessing each item of projected General Common Expenses to all Residential Units or the Commercial Units, or both (as applicable) each Budget Year. The Budget Guidelines apply to only the projected General Common Expenses and not to the projected Residential Common Expenses, which are allocated, apportioned and assessed to only all Residential Unit Owners.

PROJECTED COMMON RECEIPTS:

General Common Charges:	(Note 1)
All Residential Units:	(Note 2)
Commercial Units:	(Note 3)
Total:	General Common Charges (Note 1)

PROJECTED GENERAL COMMON EXPENSES:	(Note 4)
Labor and Related Expenses:	(Note 5)
Gas:	(Note 6)
Electric and Air Conditioning:	(Note 7)
Water Charges and Sewer Rents:	(Note 8)
Repairs, Maintenance and Supplies:	(Note 9)
Service Contracts:	(Note 10)
Insurance:	(Note 11)

Management Fee:	(Note 12)
Legal and Audit	(Note 13)
Other Expenses:	(Note 14)
Contingencies:	(Note 15)
Total:	General Common Expenses (Note 4)

Notes to Budget Guidelines

Note 1. General Common Charges: The General Common Charges shall be used solely to pay the projected General Common Expenses, which are the projected Costs and Expenses: (a) to Maintain, Repair, Alter, lease, license, sell, mortgage, manage and otherwise Operate and make any Disposition of the General Common Elements and the Association's General Properties; (b) to provide services to all Unit Owners; (c) to conduct the affairs affecting or benefiting the entire Property or all Unit Owners (including the collection of the General Common Charges and the commencement or defense of Lawsuits relating to the non-payment of the General Common Charges). The General Common Expenses allocated to all Units shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount of a projected General Common Expense item fairly and properly attributable to a Commercial Unit or to the Residential Units would otherwise require, in which case such fair and proper apportionment shall be used in accordance with the Special Allocation and Apportionment Rule and Section 339-m of the Condominium Act. Pursuant thereto, the items comprising the Specially Apportioned General Common Expenses (viz., Gas, Electric, Water and Sewer Charges, Insurance, Management Fee, Legal, Audit, Contingencies and Real Estate Taxes) shall be apportioned and assessed among all Units as provided in Article 9, Section 9.1.3 of the Declaration, and the Plan in Part I, Section F, subsection F-3, and Section R, subsection R-3. Any dispute regarding one or more items comprising the General Common Charges shall be resolved by arbitration pursuant to Article 19 of the By-Laws.

Note 2. All Residential Units: The General Common Charges levied on the Residential Units shall be based upon that portion of each item comprising the projected General Common Expenses that is fairly and properly attributable to the Residential Units, the Residential Common Elements or (in certain cases) the Limited Common Elements (if established) or Individual Residential Common Elements (if established). Any dispute regarding one or more items comprising the General Common Charges levied on all Residential Units shall be resolved by arbitration pursuant to the By-Laws.

Note 3. Commercial Units: The General Common Charges levied on a

Commercial Unit shall be limited and restricted to strictly to pay its Pro Rata share of only those items comprising the projected General Common Expenses that are fairly and properly attributable to such Commercial Unit based strictly on (and limited and restricted to the extent only of): (a) those General Common Elements that actually serve or are actually utilized by such Commercial Unit; (b) those services that are actually furnished by the Board to such Commercial Unit; and (c) those items of the projected General Common Expenses relating to the affairs of the entire Property or the Association's General Properties, or the whole Condominium Association, that are allocated to all Units, namely: insurance, management, legal (excluding legal services applicable only to the Operation or affairs of the Residential Space or the Association's Residential Properties), audit and certain administrative and miscellaneous expenses. The General Common Expenses allocated to all Units shall be apportioned and assessed among them as provided in Note 1 above. Any dispute regarding one or more items comprising the General Common Charges levied on a Commercial Unit shall be resolved by arbitration pursuant to Article 19 of the By-Laws.

Note 4. General Common Expenses: The General Common Expenses shall consist only of the expense items listed below in Notes 5 through 15, subject to change as provided in Article 9 of the Declaration. Any dispute regarding one or more items of General Common Expenses shall be resolved by arbitration pursuant to Article 19 of the By-Laws.

Note 5. Labor and Related Expenses: Labor expenses allocable to the projected General Common Expenses shall consist of, and shall be limited and restricted strictly to, the estimated portion of the time charges of: (a) a porter to clean, Maintain and Repair the portions of the Building that comprise the General Common Elements and the Immediately Adjacent Sidewalks to the Property; and (b) the superintendent to supervise said porter and any contractor in connection with services rendered to portions of the General Common Elements or the Equipment and Installations comprising the General Common Elements. The time charges of the porter and superintendent shall be based on the actual hourly rate payable under the employment agreements with the porter and superintendent, including their respective related payroll benefits and costs (if any), but excluding office expenses, overhead and similar costs of the Condominium Board. The expenses of the porter and superintendent so

allocated to the General Common Expenses shall be allocated and assessed to the Residential Units and the amount thereof allocated and assessed to a Commercial Unit shall be limited and restricted strictly to its Pro Rata share (based on the respective Common Interests of Units) of the time charges of the porter and superintendent to clean and Maintain only those General Common Elements that actually serve or are actually utilized by such Commercial Unit and the Immediately Adjacent Sidewalks to the Building, as aforesaid.

Note 6. Gas: Gas service is provided to the Residential Units for cooking, the Residential Space for HVAC and hot water, and the General Common Elements for heat. (Gas service to the Commercial Units is separately metered and paid directly by the Commercial Units to the utility provider.) The estimated costs of such gas service shall be specially allocated, assessed and apportioned as follows based on a gas consumption or Usage survey made by a qualified, licensed mechanical or consulting engineer, the then applicable gas rate of the utility provider (plus an estimated inflation factor, if considered appropriate) and applicable taxes, in accordance with the Special Allocation and Apportionment Rule and Section 339-m: (a) the estimated costs of gas service to the Residential Units and the Residential Space shall be specially allocated and assessed to only all Residential Unit Owners Pro Rata to their respective Common Interests; and (b) the estimated costs of gas service to the General Common Elements shall be charged to all Unit Owners Pro Rata to their respective Common Interests. For the first year of Condominium operation, the estimated costs of gas service shall be based upon the projections of gas consumption or Usage made by Marino Gerazounis & Jaffee Associates ("Marino"), which is summarized in Note 6 to the First Year's Budget (i.e., SCHEDULE B in Section F of Part I of the Plan). Thereafter, the projected consumption of gas by the Residential Units and the Residential Space and by the General Common Elements shall continue to be based on the same ratio that their respective projected consumption of gas bears to the total projected consumption of gas as estimated by Marino and contained in said Note to SCHEDULE B until changed, at the option of the Condominium Board or a Commercial Unit Owner, to be based on a new gas consumption or Usage survey made by Marino or other qualified, licensed mechanical or consulting engineer chosen by the Condominium Board (or by a Commercial Unit Owner if

the Board fails to make a choice within thirty (30) calendar days before the start of a Budget Year).

Note 7. Electric: Electric service to the Commercial Units is separately metered and paid directly by the respective Owners of such Units to the utility provider as measured by the Unit's individual meter. Electric service to the Residential Units is submetered and will be billed by the Condominium Board to each Residential Unit Owner based on a computerized submetering system. Electric service for providing power and lighting to the rooms, areas and Equipment comprising the General Common Elements and the Residential Common Elements, and to the Storage Units, is commonly metered. The estimated costs of electric service to the General Common Elements, the Residential Common Elements and the Storage Units shall be allocated, assessed and apportioned as follows based on an electric consumption or Usage survey made by a qualified, licensed electrical or consulting engineer, the then applicable electric rates of the utility provider (plus an estimated inflation factor, if considered appropriate) and applicable taxes in accordance with the Special Allocation and Apportionment Rule and Section 339-m: (a) the estimated costs of electric service to the General Common Elements shall be included in the General Common Expenses and charged to all Unit Owners Pro Rata to their respective Common Interests; and (b) the estimated costs of electric service to the Residential Common Elements and the Storage Units shall be specially allocated and assessed to only all Residential Unit Owners as part of the Residential Common Expenses and apportioned among them Pro Rata to their respective Common Interests. For the first year of Condominium operation, the estimated costs of electric service to the General Common Elements and to the Residential Common Elements and the Storage Units shall be based on the electric consumption or Usage survey made by Marino, which is summarized in Note 7 to the First Year's Budget (i.e., said SCHEDULE B). Thereafter, the projected consumption of electricity by the General Common Elements and by the Residential Common Elements and the Storage Units shall continue to be based on the same ratio that their respective projected consumption of electricity bears to the total projected consumption of electricity as estimated by Marino and contained in said Note to SCHEDULE B until changed, at the option of the Condominium Board or a Commercial Unit Owner, to be based on a new electric consumption or Usage survey made by

Marino or other qualified, licensed electrical or consulting engineer chosen by the Condominium Board (or by a Commercial Unit Owner if the Board fails to make a choice within thirty (30) calendar days before the start of a Budget Year).

Note 8. Water and Sewer Charges: Water and sewer services to the Commercial Units are separately submetered and paid for by each Commercial Unit Owner directly to the Condominium Board as measured by each Commercial Unit's individual submeter and the then applicable water and sewer rates of the taxing authority plus sales tax. All other water and sewer services are provided primarily to the Residential Space as the General Common Elements consume negligible or inconsequential amounts of water. Accordingly, all other costs for water and sewer services shall be included in the Residential Common Expenses and charged to only all Residential Unit Owners Pro Rata to their respective Common Interests.

Note 9. Repairs, Maintenance, Alterations and Supplies: The Costs and Expenses of the Condominium Board to Maintain, Repair and Alter, and to provide supplies for, the areas, Equipment and Installations comprising the General Common Elements and the Immediately Adjacent Sidewalks to the Property (excluding the labor and related expenses payable under Note 5 above) shall be included in the General Common Expenses, which shall be allocated and assessed to all Residential Unit Owners and the amount thereof allocated and assessed to a Commercial Unit Owner shall be limited and restricted strictly to its Pro Rata share (based on the respective Common Interests of Units) of the Costs and Expenses to Maintain, Repair and Alter, and to provide supplies for, only those General Common Elements that actually serve or are actually utilized by its Commercial Unit, and the upkeep of said Immediately Adjacent Sidewalks.

Note 10. Service Contracts: The only fees and charges for service contracts (if any) includible in the General Common Expenses shall be limited and restricted strictly to those services (if any) provided by independent contractors to the spaces and Equipment comprising a part of the General Common Elements or rendered to all Unit Owners. These may include (if and to the extent applicable) service contracts for the Building's boilers, cooling tower, water treatment, sprinkler alarm System and the portion of the fee payable to a contractor for services fairly and properly attributable to the General Common Elements or rendered to all Units (e.g., pest control, if applicable). Generally, the fees and

charges for service contracts (except for pest control and sprinkler alarm services) includible in the General Common Expenses shall be allocated and assessed to all Residential Unit Owners and the amount allocated and assessed to a Commercial Unit Owner shall be limited and restricted strictly to its Pro Rata share (based on the respective amounts assessed to all Residential Units and its Commercial Unit to Maintain and Repair said General Common Elements or other appropriate basis that reflects the amount fairly attributable thereto) of the costs of service contracts for only those General Common Elements that actually serve or are actually utilized by its Commercial Unit. The costs of pest control services rendered to a Commercial Unit, the General Common Elements or the Residential Space shall be allocated, respectively, to said Commercial Unit, the General Common Expenses and the Residential Common Expenses Pro Rata to their respective square footages receiving such service, unless waived in writing by said Commercial Unit Owner, in which case such costs shall be charged to all Residential Unit Owners and such Commercial Unit Owner Pro Rata to their respective Common Interests. The costs of a sprinkler alarm service shall be allocated to all Units Pro Rata to their respective Common Interests.

Note 11. Insurance: The Condominium Board shall obtain insurance coverages in accordance with Article 6 of the By-Laws and SCHEDULE B of Section F in Part I of the Plan. The premiums for insurance shall be included in the General Common Expenses, which shall be allocated to all Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests, except as otherwise provided in the Plan in Part I, Section F, subsection F-3 (which, among other things, specially allocates and assesses (a) the Residential Units for any increase in the insurance premium due solely to the omni-purpose room or common Terrace); and (b) the Commercial Units for the amount of increase (if any) in the Property's insurance premium caused solely by the use of the Commercial Units for other than dwelling purposes, after deducting any savings in premiums realized by the Condominium Association's insurance being included under a master insurance policy obtained by Sponsor, a Sponsor Related Party, a Commercial Unit Owner or the Managing Agent) and subject to the exclusive right of a Commercial Unit Owner to limit and restrict the amount of its allocable share of the Property's insurance premiums to strictly reflect the amount fairly and properly attributable to its Commercial Unit as set forth more

fully in said subsection F-3 and in Article 9, Section 9.1.3 of the Declaration.

Note 12. Management Fee: Since most of the management services will be devoted to the Residential Space and the Residential Unit Owners, the management fee shall be specially allocated to the Residential Common Expenses for the Budget Year approximately in the proportion that all other projected Residential Common Expenses bear to all other projected Common Expenses (i.e., both General and Residential Common Expenses) for such Budget Year, excluding the Budget items for audit and contingencies. The remaining balance of the management fee shall be allocated to the projected General Common Expenses for such Budget Year, which shall be allocated, apportioned and assessed to all Unit Owners Pro Rata to their respective Common Interests. Alternatively, at the exclusive option of a Commercial Unit Owner, the management fee shall be allocated and apportioned to the Residential Units and to the Commercial Units in accordance with the methodology set forth in the First Year's Budget (i.e., SCHEDULE B in Section F of Part I of the Plan). For the first year of Condominium operation, the method used in SCHEDULE B shall be followed.

Note 13. Legal and Audit: Legal: The legal fees and disbursements, court costs and other litigation expenses (collectively, "**Legal Expenses**") included in the General Common Expenses shall be limited and restricted strictly to only those legal services rendered in connection with the Operation of the General Common Elements, the Association's General Properties or the affairs of the entire Property or the whole Condominium Association (e.g., collection of the General Common Charges and Claims and Lawsuits relating to the General Common Charges, the General Common Expenses, the General Common Elements or the Association's General Properties). Legal Expenses, however, incurred by the Condominium Board for legal services rendered in connection with the Operation or affairs of only the Residential Space or the Association's Residential Properties (e.g., collection of the Residential Common Charges and Claims and Lawsuits relating to only the Residential Common Charges, the Residential Common Expenses, the Residential Space, the Association's Residential Properties or Sponsor's obligations or undertakings under the Plan, a Plan Amendment or a Purchase and Sale Agreement) shall be specially allocated, apportioned and assessed to only the Residential Unit Owners Pro Rata to their

respective Common Interests. After the end of each Budget Year, the Condominium Board and the Commercial Unit Owners shall reconcile any underpayment or overpayment by the Commercial Unit Owners of the legal fees and disbursements actually incurred for the Budget Year then ended and those included in the Budget for such Budget Year (as set forth in subsection H-7.3 of Part I of the Plan and Section 9.9 of the Declaration).

Note 14. Audit: Since the services required to audit the Residential Common Expenses will be substantially greater than the audit services for the General Common Expenses, the accounting fees and disbursements incurred by the Condominium Board for preparing the Condominium Association's audited financial statements and its federal, state and city income, franchise and unincorporated business income tax returns will be specially allocated to the Residential Common Expenses approximately in the proportion that all other projected Residential Common Expenses bear to all other projected Common Expenses (i.e., both General and Residential Common Expenses) for such Budget Year, excluding the Budget items for management fee and contingencies. The remaining balance of the audit fees and disbursements shall be allocated to the projected General Common Expenses for such Budget Year, which shall be allocated, apportioned and assessed to all Unit Owners Pro Rata to their respective Common Interests. Alternatively, at the exclusive option of a Commercial Unit Owner, the audit fee shall be allocated and assessed to the Residential Units and to the Commercial Units in accordance with the methodology set forth in the First Year's Budget (i.e., SCHEDULE B in Section F of Part I of the Plan). For the first year of Condominium operation, the method used in SCHEDULE B shall be followed.

Note 15. Other Expenses: The Other Expenses includible in the General Common Expenses shall consist of: (a) the fees or charges (if any) for permits or licenses in connection with the General Common Elements (but not the Residential Equipment or Commercial Equipment); (b) the costs to generate payroll checks and related filings for the Building staff, which shall be allocated to the General Common Expenses and the Residential Common Expenses Pro Rata to the labor expenses allocated to each such category of expenses; and (c) administrative costs (such as for copying, faxing, postage and bank fees and charges) for the Operation and affairs of only the General Common Elements

and the whole Condominium Association generally, but not for the Operation and the affairs of only the Residential Space, which shall be included in the Residential Common Expenses payable by only the Residential Unit Owners Pro Rata to their respective Common Interests. The foregoing Other Expenses so included in the General Common Expenses shall be allocated, apportioned and assessed to all Unit Owners Pro Rata to their respective Common Interests. The Other Expenses shall also include any projected income, franchise and unincorporated business taxes and other taxes (collectively, **"income taxes"**) payable in respect of the Common Charges or the Operation and affairs of the Common Elements or the Association's Properties. Such income taxes (if any) shall be allocated each Budget Year to the projected Residential Common Expenses and the projected General Common Expenses approximately Pro Rata to the respective amounts of the Residential Common Charges (including any Special Assessments imposed on only the Residential Unit Owners) and the General Common Charges (including any Special Assessments imposed on all Unit Owners) for such Budget Year. The amount thereof so allocated to: (a) the projected Residential Common Expenses shall be payable by only the Residential Unit Owners Pro Rata to their respective Common Interests; or (b) the projected General Common Expenses shall be allocated, apportioned and assessed to all Unit Owners Pro Rata to their respective General Common Charges for such Budget Year (i.e., Pro Rata to their respective Common Interests if and to the extent all of such General Common Charges are assessed Pro Rata to the Common Interests). Alternatively, at the exclusive option of a Commercial Unit Owner, the Other Expenses shall be allocated and assessed in accordance with the methodology set forth in said First Year's Budget. For the first year of Condominium operation, the method used in said First Year's Budget shall be used.

Note 16. Contingencies: The Budget of General Operation may include an amount for unanticipated expenses applicable only to the Operation and affairs of only the General Common Elements, the Association's General Properties and the whole Condominium Association generally, provided such amount shall not exceed 5% of all other projected General Common Expenses for the Budget Year in question (excluding funds segregated for capital or major Repairs or Alterations as provided in Section 9.8 of the Declaration), unless otherwise

determined by the Condominium Board, such determination, however, shall be subject to obtaining the prior written Discretionary Consents or Approvals of both the Sponsor (during only the Sponsor Veto Control Period) and the Commercial Unit Owners as provided in the Plan and the Condominium Documents. The item for contingencies shall be apportioned to all Residential Units, and to the Commercial Units, approximately Pro Rata to the respective projected General Common Expenses (excluding the item for contingencies) allocated to all Residential Units, and to the Commercial Units, in each Budget adopted by the Condominium Board. For the first year of Condominium Operation, the Contingencies shall equal the amounts provided in said First Year's Budget.

END OF BUDGET GUIDELINES

EXHIBIT G TO DECLARATION

DIAGRAM OF ROOMS AND AREAS OF COMMON ELEMENTS

EXHIBIT H TO DECLARATION

SAMPLE BUDGET OF COMMERCIAL AND RESIDENTIAL OPERATION

141 5TH AVENUE CONDOMINIUM

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

JANUARY 1, 2008 - DECEMBER 31, 2008

Income:

	TYPE OF INCOME	PROJECTED RESIDENTIAL	PROJECTED OFFICE	PROJECTED RETAIL	PROJECTED TOTAL
(1)	Residential Common Charges	649,260	0	0	649,260
(2)	Office Unit Common Charges	0	44,870	0	44,870
(3)	Retail Unit Common Charges	0	0	20,870	20,870
(4)	**General Common Charges - Total Income**	**649,260**	**44,870**	**20,870**	**715,000**

Expenses:

	TYPE OF EXPENSE	PROJECTED RESIDENTIAL	PROJECTED OFFICE	PROJECTED RETAIL	PROJECTED TOTAL
(5)	Labor	137,281	13,126	4,048	154,455
(6)	Steam - Heating & Hot Water	74,739	0	0	74,739
(7)	Gas - Heating & Cooling	20,515	1,962	0	22,477
(8)	Gas - Cooking	2,771	0	0	2,771
(9)	Electricity	91,803	8,043	649	100,295
(10)	Water Charges & Sewer Rents	20,465	1,957	0	22,422
(11)	Service Contracts	165,226	6,714	3,060	175,000
(12)	Repairs, Maintenance & Supplies	25,177	2,407	2,416	30,000
(13)	Insurance	40,244	3,848	3,862	47,954
(14)	Management Fees	28,702	2,744	2,754	34,200
(15)	Legal Fees & Audit Fees	9,231	883	886	11,000
(16)	Administrative Expenses	8,392	803	805	10,000
(17)	Miscellaneous Expenses (Permits, Fees, Taxes)	6,714	642	644	8,000
(18)	Contingency	18,200	1,741	1,746	21,687
	Total Expense:	**649,260**	**44,870**	**20,870**	**715,000**
	Net Difference:	0	0	0	0

4/16/07

Footnotes to 141 Fifth Condominium Budget

(1) Residential Common Charges **$649,260**

The Common Charges levied upon the Residential Units shall be based on the portion of each item comprising the projected General Common Expenses and Services that is fairly and properly attributable to the Residential Units, Residential Common Elements, Residential/Office Common Elements, and Residential Limited Common Elements associated with the Residential Units. The Residential Common Charges for individual units are derived by evaluating the relative size, layout and amenities of each unit and assigning a proportionate percentage to that unit relative to the rest of the residential units in the Condominium. Based on the project information provided by the Sponsor, the residential component of the Building will be comprised of 83.923% of the overall condominium. Any dispute regarding one or more of the items comprising the General Common Charges levied on the Residential Units shall be resolved by arbitration pursuant to the By-Laws.

(2) Office Unit Common Charges **$ 44,870**

The Common Charges levied upon the Office Unit shall be based on the portion and pro-rata share of each item comprising the projected Common Expenses and Services that is fairly and properly attributable to the Office Unit and Residential/Office Common Elements associated with the Office Unit. The Office Unit Common Charges are derived by evaluating the relative size, layout and amenities of each unit and assigning a proportionate percentage to that unit relative to the rest of the Condominium, as well as those services that are actually furnished by the Condominium to the Office Unit. These include payroll expenses for the superintendent & concierge, service contracts, repairs, maintenance & supplies, insurance, management, legal & audit fees, administrative, miscellaneous & contingency expenses. The cost of the concierge service to be provided by JD Concierge Services will be prorated for the Office Unit at the rate of the general concierge labor cost. Proportional electric expense is based on services & systems usage by the Office Unit. There will be no Steam - Heating/Hot Water Expense as this service will be sub-metered directly by the by the Building to the Office Unit. Based on the project information provided by the Sponsor, the Office Component of the Building will be comprised of 8.024% of

Footnotes to 141 Fifth Condominium Budget

the overall condominium. Any dispute regarding one or more of the items comprising the General Common Charges levied on the Office Units shall be resolved by arbitration pursuant to the By-Laws.

(3) Retail Unit Common Charges **$ 20,870**

The Common Charges levied upon the Retail Unit shall be based on the portion and pro-rata share of each item comprising the projected General Common Expenses and Services that is fairly and properly attributable to the Retail Unit. The Retail Unit Common Charges are derived by evaluating the relative size, layout and amenities of each unit and assigning a proportionate percentage to that unit relative to the rest of the Condominium, as well as those services that are actually furnished by the Condominium to the Retail Unit. These include payroll expenses for the superintendent (not the Concierge), service contracts (excluding elevator & compactor), repairs, maintenance & supplies, insurance, management, legal & audit fees, administrative, miscellaneous & contingency expenses. Proportional electric expense is based on services & systems usage by the Retail Unit. There will be no Steam - Heat/Hot Water or Water/Sewer expense as these services will be sub-metered with the cost borne by the Retail Unit. Based on the project information provided by the Sponsor, the Retail Component of the building will be comprised of 8.053% of the overall condominium. Any dispute regarding one or more of the items comprising the Common Charges levied on the Retail Unit shall be resolved by arbitration pursuant to the By-Laws.

(4) General Common Charges - Total Income **$715,000**

The General Common Charges shall be used solely to pay the projected General Common Expenses, which are the projected Costs and Expenses: (a) to Maintain, Repair, Alter, lease, license, sell, mortgage, manage and otherwise Operate and make any Disposition of the General Common Elements and the Association's General Properties; (b) to provide services to all Unit Owners; (c) to conduct the affairs affecting or benefitting the entire Property or all Unit Owners (including the collection of the General Common Charges and the commencement or defense of Lawsuits relating to the non-payment of the General Common

Footnotes to 141 Fifth Condominium Budget

Charges). The General Common Expenses allocated to all Units shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount of a projected General Common Expense item fairly and properly attributable to a Commercial Unit or to a Residential Units would otherwise require, in which case such fair and proper apportionment shall be used in accordance with the Special Allocation and Apportionment Rule and Section 339-m of the Condominium Act. Pursuant thereto, the items comprising the Specially Apportioned General Common Expense (viz. Gas, Electric, Water and Sewer Charges, Insurance, Management Fee, Legal, Audit, Administrative & Miscellaneous expenses, Contingencies and real estate Taxes) shall be apportioned and assessed among all Units as provided in Article 9, Section 9.1.3 of the Declaration, and the Offering Plan. Any dispute regarding one or more items comprising the General Common Charges shall be resolved by arbitration pursuant to the Condominium's By-Laws.

(5) Labor **$154,455**

The figure shown includes wages, workers' compensation and disability insurance, payroll taxes and payroll processing. It also includes pay for five (5) paid sick days. The Condominium staff will consist of one full-time Superintendent, working forty (40) hours per week at a salaried rate of $20.00 per hour and two weeks vacation and a concierge staff on duty 7 days a week, 16 hours a day, Monday through Friday and 24 hours a day, Saturday and Sunday (128 hours total) at a salaried rate of $13.00 per hour and one week vacation. The figures below assume non-unionized employees. Additional cost associated with the first year of operation are provided for in the labor cost.

Wage and Payroll Tax Details:

SUPERINTENDENT

Total annual wages	$ 44,000
FICA	$ 3,366
FUTA	$ 56
SUI	$ 342
Disability	$ 39
Workers' compensation	$ 1,760
Payroll Processing	$ 700

Footnotes to 141 Fifth Condominium Budget

TOTALS FOR SUPERINTENDENT	$ 50,263
CONCIERGE	
Total annual wages	$ 87,728
FICA	$ 9,006
FUTA	$ 224
SUI	$ 1,369
Disability	$ 156
Workers' compensation	$ 4,709
Payroll Processing	$ 1,000
TOTALS FOR CONCIERGE	$104,192
GRAND TOTAL COST FOR ALL LABOR:	$154,455

(6) Steam - Heating & Hot Water **$ 74,739**

Space heating will be provided by Consolidated Edison via a PRV station located in the cellar. The high pressure steam station will reduce the incoming high pressure to a low pressure. A steam to water converter will provide the heating by maintaining the temperature of the condenser loop water. Heat will be provided to dwelling units through the condenser water heat pump circulating loop. Heating capacities of heat pumps for dwelling units are based on 75 degree water and 70 degree ENT air temperature. The system is designed to meet the New York City and State Energy Code.

An additional steam to water converter and pumping system will provide hot water which is to be distributed to the various areas of the common lobbies and entrances to the building. Low-pressure Steam will be provided for the Retail and Office Units, via a Steam sub-meter(s)which shall be installed and which the Retail and Office Units shall bear the proportionate share of the utility expense. Actual consumption estimates for steam - heating & hot water usage on the above described components have been provided by Marino Gerazounis & Jaffe Associates, Inc in affiliation with MG Engineering P.C., 116 West 32nd Street, New York, NY 10001, in a report dated January 12, 2006.

Footnotes to 141 Fifth Condominium Budget

(7) Gas - Heating & Cooling **$ 22,477**

Corridor and Home Office heating/cooling units will utilize natural gas. The package unit servicing the apartments will be water cooled units with hot water heating coils or gas-fired, air cooled, rooftop air conditioning units.

Natural gas is supplied by the local utility company to the building via a 2" gas main entering the Building on East 21st Street supplying a meter located in the cellar. The unit cost for gas utilized in the calculations provided is $1.04/therm with estimated total of 18,948.25 therms usage. Actual consumption estimates for heating & cooling gas usage on the above described components have been provided by Marino Gerazounis & Jaffe Associates, Inc. in affiliation with MG Engineering, P.C., 116 West 32nd Street, New York, NY 10001, in a report dated January 12, 2006.

(8) Gas - Domestic Cooking **$ 2,771**

Natural gas for cooking is supplied by the local utility company to the building via a meter located in the cellar. Gas service for domestic cooking will be provided solely to the Residential Units, with no domestic cooking gas provided to the Office and Retail Units. Actual consumption estimates for domestic cooking gas usage for the residential units has been provided by Marino Gerazounis & Jaffe Associates, Inc. in affiliation with MG Engineering, P.C., 116 West 32nd Street, New York, NY 10001, in a report dated January 12, 2006.

(9) Electricity **$100,295**

Electricity covers electric services to the elevators, HVAC equipment, pumps for water, sprinkler, heat & hot water distribution and fans, as well as usage in halls, stairwells, entrances and other common spaces. Electrical costs are projected based on a cost of $.15/KWH, with an estimated total of 668,634 KWH of usage. Actual consumption estimates for electricity usage on the above described common systems and components have been provided by Marino Gerazounis & Jaffe Associates, Inc. in affiliation with MG Engineering, P.C., 116

Footnotes to 141 Fifth Condominium Budget

West 32nd Street, New York, NY 10001, in a report dated January 12, 2006.

(10) Water Charges & Sewer Rents $ 22,422

Water and sewer charges for a metered building are assessed by the City of New York based on the actual amount of usage. The city of New York currently charges $1.60 per hundred cubic feet of water (approximately 748 gallons). Charges for waste water and storm sewer services are billed at 159% of water charges. Water usage in the office and retail units will be sub-metered by the Condominium and charged-back to these units for reimbursement to the Condominium. Actual consumption estimates for water usage and associated water / sewer charges on the above described common systems and components have been provided by Marino Gerazounis & Jaffe Associates, Inc. in affiliation with MG Engineering, P.C., 116 West 32nd Street, New York, NY 10001, in a report dated January 12, 2006.

(11) Service Contracts $175,000

This figure is intended to cover service contracts for repair and maintenance of the following systems in the Condominium:

Central Station Sprinkler Alarm:	$ 2,579
Sprinkler System:	$ 500
Exterminating:	$ 1,150
Compactor	$ 1,200
Elevator - Passenger	$ 11,000
Elevator - Freight	$ 5,500
HVAC Cooling Tower	$ 10,000
Concierge Services	$125,000

The Residential, Office and Retail Units will be responsible for the payment of their percentage share of service contracts relating to common building systems that address all of these areas. These include but are not limited to the central station sprinkler alarm, sprinkler system, exterminating and freight elevator. The residential and office units shall be responsible for the payment of their proportional percentage interest for the service of the passenger elevators, compactor and HVAC system

Footnotes to 141 Fifth Condominium Budget

cooling tower. The Residential Unit will be responsible for the Concierge Service, with the Office Unit only responsible for their proportional responsibility of the Concierge Service, to the extent of the equivalent standard concierge labor cost, provided by the Condominium staff. The Concierge Service engaged by the Condominium shall be for enhanced services, 40 hours per week and is in lieu of building staffing during their hours of operation. Service to be provided by the concierge Service include reservation services, personal shopping, travel and entertainment reservations.

Estimates on the service contracts above were provided by the following sources:

Fire Alarm Monitoring estimate provided by AFA Protective Systems, 519 Eighth Avenue, New York, NY 10018.

Sprinkler Systems inspection service estimate provided by VIP Sprinklers, Inc., Building 301A, 700 Columbia Street, Brooklyn, NY 11231.

Exterminating estimate provided by Evins Pest Control Co. Inc., 22 Roosevelt Avenue, Roslyn, NY 11576.

HVAC Cooling Tower service estimate provided by Lazar Mechanical Inc., 49 Market Street, New York, NY 10002.

Elevator service estimate provided by Dynamic Elevator Corp., 137 East 25th Street, New York, NY 10010.

Concierge Services estimate provided by JD Concierge Services, 118 East 25th Street, 8th Floor, New York, NY 10010.

(12) Repairs, Maintenance & Supplies $ 30,000

Repairs & maintenance cover general repairs to the building structures as a whole, and in particular to the buildings' equipment and machinery. This includes but is not limited to repairs to carpentry, doors & windows, electrical systems, floors, intercom, ironworks, masonry, paint & plaster, plumbing and roofing. This figure only covers the cost of maintaining the common elements, as each residential unit owner shall be

Footnotes to 141 Fifth Condominium Budget

responsible for the cost of interior maintenance, repairs, decoration and painting of their respective residential units, including the appliances. During the first year of operation major repairs are not expected to be necessary, as all materials and systems listed above will be completely new, and many will be covered by warranties during the first year of Condominium operation. The cost of repairs is expected to rise substantially as the building ages.

Supplies consist of all materials necessary for the building staff to maintain the building in proper, presentable order, as directed by the Board of Managers.

(13) Insurance **$ 47,954**

POLICY PROPOSAL REQUIRED TO AMEND NOTES

This projection is based on the estimates of the annual premiums which were provided by The Dewitt Stern Group on November 10, 2005, and payable on the coverage listed below:

BUILDING	$40,000,000
Special Form	Included
Co-Insurance	Waived
Replacement Cost	Included
Agreed Amount	Included
Terrorism	Included
PERSONAL PROPERTY	$ 50,000
Personal Property of Others	$ 25,000
Valuable Papers	$ 1,000,000
LOSS OF INCOME (MAINTENANCE FEES)	Actual Loss Sustained with 12 month cap
EARTHQUAKE	$ 5,000,000
FLOOD (RISING WATERS)	$ 5,000,000
BACKUP OF SEWERS AND DRAINS (AND SEEPAGE)	Included
SPECIAL PROPERTY PROVISIONS	
Canopies / Awnings	$ 10,000
Glass	Included

Footnotes to 141 Fifth Condominium Budget

Debris Removal	$ 500,000
Loss to Undamaged Portion of Building	Included in Building limit
Demolition and Increased Cost of Construction	$ 5,000,000

DEDUCTIBLES

Flood	$ 10,000
Earthquake	$ 10,000
Seepage	$ 10,000
Backup of Sewers and Drains	$ 2,500
Canopies	$ 500
All Other	$ 2,500

COMMERCIAL GENERAL LIABILITY COVERAGES

General Aggregate Limit per Location	$ 2,000,000
Products & Completed Operations	$ 2,000,000
Each Occurrence Limit	$ 1,000,000
Personal & Advertising Injury Liability	$ 1,000,000
Non-Owned & Hired Automobile Liability	$ 1,000,000
Fire Damage Legal Liability	$ 100,000
Medical Payments	$ 5,000

SPECIAL GENERAL LIABILITY PROVISIONS

Volunteers as Additional Insureds	Included
Unit Owners & Families as Additional Insureds (Excluding their own unit)	Included
Employees as Additional Insureds	Included
Host Liquor Law Liability	Included

CRIME COVERAGES

Employee Dishonesty	$ 250,000
Depository Forgery	$ 250,000
Optional Coverages:	
Managing Agent Rider	$ 250,000
Deductible	$ 1,000

BOILER & MACHINERY COVERAGES

Footnotes to 141 Fifth Condominium Budget

"Comprehensive Form"

Property Damage Limit	Up to Property Limit
Loss of Income	Included
Deductible - Property Damage	$ 2,500
Deductible - Loss of Income	12 Hrs

UMBRELLA LIABILITY COVERAGE

Excess Liability Limit	$200,000,000
Directors and Officers	Included
Mold	Excluded

DIRECTORS & OFFICERS LIABILITY

Limit	$ 1,000,000
Retention	$ 2,500

Managing Agent Rider Included

The above mentioned coverage and the annual premium therefore are based on estimates made by Dewitt Stern Group, Inc., 420 Lexington Avenue, New York, NY 10170. The breakdown of premiums is as follows:

Package Policy	$ 41,723
Umbrella Liability	$ 3,731
Directors & Officers	$ 2,500
Total Premium	$ 47,954

The proposal will provide "replacement cost coverage" for the building. In the opinion of the above named insurance broker, the foregoing insurance is sufficient to restore the buildings in the event of a covered loss, however, it is not intended to take the place of a professional appraiser's estimate in determining the actual replacement cost.

The insurance policy will also be on terms that provide: (a) that each Unit Owner is an insured party as to common areas only; and (b) that there will be no cancellation of the policy without notice to the Board and the Unit Owners.

Footnotes to 141 Fifth Condominium Budget

The quotation is an indication of insurance premiums at current rates. It is not possible to predict wether future coverage will continue to be available at the same premium. Generally, the projected premium contemplates a rise in rates.

Section 339-bb of the New York Real Property Law provides that in charging insurance premiums to Unit Owners, consideration may be given to the higher premium rates on some units than others.

The insurance scheduled for the Condominium does not cover fire and casualty losses to the contents of individual Units, nor does it cover replacements of or additions to the fixtures and improvements in individual Units, or liability coverage for occurrences within units. Unit owners will be responsible for purchasing such insurance at their own cost and expense. It is recommended that Unit Owners consult with an insurance broker as to the necessity for, and the desirability of obtaining coverage for one or more of such risks and as to the amount of such coverage.

(14) Management Fees **$ 34,200**

The Condominium will be managed by Andrews Building Corp., having principal offices at 666 Broadway, New York, NY 10012. The period of the initial management agreement shall be for one (1) year at an annual fee of $34,200, payable in equal monthly installments of $2,850.

(15) Legal Fees & Audit Fees **$ 11,000**

A certified public accountant will be responsible for auditing the Condominium's books and records and preparing the requisite audited financial statements. In addition the accountant will be responsible for filing federal, state and city income tax returns. A written quote for these services has been obtained from Anthony M. Buzzeo, CPA. The amount set aside for these services is $5,400.

Legal fees of $5,600 will also be set aside, both to engage counsel on retainer and to cover miscellaneous legal matters which may arise during the first year of operation.

(16) Administrative Expenses **$ 10,000**

Footnotes to 141 Fifth Condominium Budget

Administrative costs cover photocopying, faxing and postage, as well as messenger services as required. Bank fees and charges are also included.

(17) Miscellaneous (Permits, Fees, Taxes, Licenses) $ 8,000

Various permits and/or inspections by city and state agencies may be required throughout the year. In addition, there may be unforeseeable fees, corporate and other taxes, or licensing expenses which the Condominium may be required to pay.

(18) Contingency $ 21,687

The contingency provides a fund for possible expenses not included in the projected budget, or possible increases in one or more categories of operating expense beyond the projected amounts. There can be no assurance that such fund will be sufficient to pay for major capital repairs or replacement items which may be needed within the first five years of the Condominium's operation. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all unit owners.

EXHIBIT I-1 DECLARATION

UNANIMOUS CONSENT EVENTS

EXHIBIT I

Unanimous Consent Events

The following transactions or events shall require the unanimous Reasonable Approval or Consent of all Board Members:

(1) agreeing to the settlement of any proceeding brought for the taking of all or any portion of the Property in condemnation or by eminent domain, or to the sale of all or any portion of the Property in lieu of such taking;

(2) modifying the insurance requirements set forth in the By-Laws in any material respect;

(3) except as expressly set forth in the Declaration, entering into, canceling, surrendering, modifying or amending any agreement subjecting the Property to a designation as a landmark;

(4) (x) initiating any litigation that pertains to the interest of all Unit Owners in the Property (other than real estate tax contests), or (y) undertaking any course of defense in connection with any litigation brought against the interests of all Unit Owners in the Property, or settling any claim, litigation or insurance claim concerning the interests of all Unit Owners in the Property (unless, in the case of the settlement or defense of claims against the Property, such claim is completely covered by insurance with a deductible not exceeding fifty thousand and 00/100 dollars ($50,000.00);

(5) approving of any managing agent or property manager who does not conform with the requirements set forth in Section 9.4.2 of the Declaration; and

(6) except as expressly set forth in the Declaration or By-Laws (as to the consent of a Unit Owner not being required), any decision affecting the General Common Elements.

EXHIBIT "7"

CONDOMINIUM BY-LAWS

EXHIBIT D TO DECLARATION OF CONDOMINIUM

BY-LAWS

OF

Name of Condominium:	**141 Fifth Avenue Condominium**
Address of Condominium Property:	**141 Fifth Avenue** **(a/k/a 141-147 Fifth Avenue and 2-8 East 21st Street)** **New York, New York 10010**
Declarant:	**141 Acquisition Associates LLC and 141 Fifth Avenue LLC**
Prepared by:	**Wolf Haldenstein Adler Freeman & Herz LLP** **270 Madison Avenue** **New York, New York 10016** **Attn: Jeffrey M. Schwartz, Esq.**

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BY-LAWS

OF

141 FIFTH AVENUE CONDOMINIUM

ARTICLE 1

GENERAL

Section 1.1 **Purpose**

The purpose of these By-Laws is to set forth the requirements, rules and procedures concerning the governance and conduct of the affairs of the Condominium Association as well as certain rights and obligations of the Condominium Board and the Unit Owners, including the Disposition of the Property (including the Building and the Units) and the Association's Properties.

Section 1.2 **Location and Description**

The Condominium Declaration covers the Property, which consists of: (a) the Land, which lies in Section 3, Block 849, Lots f/k/a Lots 1401-1403, and n/k/a Lots 1402 and 1403 and ____ to ____ on the Tax Map of the Real Property Assessment Department of The City of New York, Borough of Manhattan, County of New York, in the State of New York; (b) the Building, which includes the Units, certain of the Common Elements and all easements, rights and appurtenances belonging thereto; and (c) all other property, real, personal or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-Laws form a part.

Section 1.3 **Definitions**

The words frequently used in these By-Laws (whether initial uppercase or lowercase) without express definition are defined in EXHIBIT C to the Declaration and apply wherever these words appear in these By-Laws, regardless of whether such words are bolded or expressly stated to be defined in such EXHIBIT C, unless the context in which such words are used shall otherwise require. The meanings stated for the words bolded within quotation marks in any provision of the Declaration or these By-Laws apply wherever these words appear in these By-Laws, unless the context in which they are used shall otherwise require.

Section 1.4 **Applicability of By-Laws**

These By-Laws are applicable to the Property and to the uses and occupancies thereof.

Section 1.5 **Application of By-Laws**

All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and Agents/Employees/Contractors, invitees and guests of Unit Owners, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be duly amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit or a portion of a Unit shall constitute an agreement that the provisions of

the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be duly amended from time to time, are accepted, ratified and will be complied with.

Section 1.6 **Principal Office of the Condominium Association**

The principal office of the Condominium Association shall be located either at the Property or at such other place in the County of New York reasonably convenient thereto as may be designated from time to time by the Condominium Board.

ARTICLE 2

THE CONDOMINIUM BOARD

Section 2.1 **General**

The affairs of the Condominium Association and the Operation of the Property and the Association's Properties shall be governed by the Condominium Board as provided in Section 2.4 hereof and elsewhere herein and in the Declaration, subject and subordinate to the Sponsor/Commercial Owners' Rights. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act on behalf, and shall be the agent, of all or (where otherwise expressly provided) certain of the Unit Owners.

Section 2.2 **Status of the Condominium Board**

Unless and until the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Condominium Board shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3 **Principal Office of the Condominium Board**

The principal office of the Condominium Board shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

Section 2.4 **Powers and Duties of the Board**

2.4.1 General Powers and Duties

The Condominium Board shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium Association and the Operation of the Property (including the Common Elements) and the Association's Properties, as agent of all or (where otherwise expressly provided) certain of the Unit Owners, and each Board Member shall act in the best interests of the Unit Owner or Unit Owners who elected such Board Member (i.e., all Sold Residential Unit Owners in the case of an Independent Board Member; the Sponsor and all Unsold Residential Unit Owners in the case of a Sponsor Board Member; or the Commercial Unit Owners in the case of a Commercial Board Member), with due regard to the Maintenance, preservation, protection and value of the Property as a

whole and the security, safety and health of Owners and occupants of Units. The Condominium Board may do all such acts and things except those that by Law, or pursuant to the terms of the Declaration or these By-Laws, may not be, or are expressly not, delegated to the Condominium Board by the Unit Owners. The Condominium Board shall exercise its powers and perform its duties in a manner consistent with the Operation and Maintenance of the Building as a first-class mixed-use building in the Borough of Manhattan with dwelling uses in the Residential Units, and retail and commercial uses in the Retail Unit, and all other lawful uses in said Commercial Units, other than Prohibited Uses.

2.4.2 Specific Powers and Duties

Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

(a) to lease, license, Maintain, Repair, Alter and otherwise Operate and make any other Disposition of the Common Elements and the Association's Properties, including any Units or other property or assets owned, leased or otherwise held or Operated by the Condominium Board or it nominee or designee, and in connection therewith to do the following as the Condominium Board shall deem necessary or proper with respect to the Operation of the Common Elements in accordance with an Approved Budget or Approved Capital Budget adopted pursuant to Section 9.5 of the Declaration: (a-1) purchase and lease supplies, Equipment and material; (a-2) employ or engage, compensate and dismiss Building personnel, including the Building staff disclosed in the First Year's Budget (Schedule B in Part I of the Plan), subject and subordinate to Sponsor's veto rights during only the Sponsor Veto Control Period as provided in Section 2.5.8 below), a Managing Agent, attorneys, accountants, engineers, architects and other professionals and consultants; and (a-3) lease and grant licenses and easements for portions of the Common Elements and the Association's Properties;

(b) to acquire Units in accordance with Article 16 of the Declaration and Sections 8.11 and 8.13 of these By-Laws, to acquire and lease Units in accordance with Section 16.2 of these By-Laws, and generally to acquire and lease all rights, titles and interests in real and personal property deemed necessary or proper by the Condominium Board for use in connection with the ownership, Maintenance, Repair, Alteration and other Operation and Disposition of the Property and the Association's Properties as a condominium regime; each of such acquisitions and leases to be in the name of the Condominium Board or its designee, corporate or otherwise, as agent of the appropriate group of Unit Owners (e.g., as agent for only all Residential Unit Owners in the case of an acquisition of a Residential Unit) or License of a Storage Bin) as provided in Article 16 of the Declaration and these By-Laws;

(c) to maintain complete and accurate books and records with respect to the finances and the Operation of the Condominium, including: (c-1) detailed accounts, in chronological order, of receipts and expenditures affecting the Property (including the Common Elements) and the Association's Properties; (c-2) detailed books of account of the Condominium Board; (c-3) other financial records, as well as other books of account of the Condominium Association, as may be required to be kept pursuant to the terms of these By-Laws; and (c-4) minutes and other records of all meetings held pursuant to the terms of these By-Laws;

(d) to prepare and adopt a Budget of Condominium Operation of the Property and the Condominium Association for each Budget Year (including therein a Budget of General Operation and a Budget of Residential Operation of the Condominium for each Budget Year thereof in accordance with Article 9 of the Declaration, including but not limited to Section 9.5 thereof), setting forth, without limitation: (d-1) a detailed accounting of the anticipated General Common Expenses and Residential Common Expenses (as applicable) for the ensuing Budget Year; (d-2) a detailed

projection of all sources and amounts of income and receipts necessary to discharge the same; and (d-3) such reserves for unanticipated expenses, contingencies, Alterations, additions improvements and capital replacements and Repairs as the Board may consider appropriate in its discretion, but subject to the veto rights of Sponsor (during only the Sponsor Veto Control Period) and the Commercial Unit Owners under Sections 9.5 and 9.7 of the Declaration;

(e) to determine the amount and establish the means and methods of payment of, and to collect and institute appropriate Lawsuits for non-payment of, the Common Charges and Special Assessments from the Unit Owners or one (1) or more specified Unit Owners;

(f) to require only all Residential Unit Owners to execute and deliver to the Condominium Board one or more promissory notes in favor of the Condominium Board in such form and substance (including, at such interest rate and other terms) as the Condominium Board shall determine, in connection with Special Assessments levied by the Condominium Board to pay for any duly authorized Repairs and Alterations to the Common Elements, or the Association's Properties (including any Unit or other property to be acquired, owned, leased or otherwise held or Operated by the Condominium Board, or its nominee or designee), provided that the expense for any such Repairs, Alterations or other Disposition shall be borne as provided in Article 9 of the Declaration and Articles 5 and 6 hereof (e.g., all such expenses shall be borne by only all Residential Unit Owners in the case of a Residential Unit so acquired, owned, leased, held or Operated by the Board, or its nominee or designee);

(g) to incur debt on behalf of only all Residential Unit Owners or (subject to obtaining the prior written Discretionary Approval or Consent of the Commercial Unit Owners) all Unit Owners (as appropriate) in connection with the Maintenance, Repair, Alteration or other Operation or Disposition of the Common Elements or the Association's Properties (including real or personal property owned, leased or otherwise held or Operated by the Condominium Board or its nominee or designee) and to secure any debt incurred by it as provided in Section 339-jj(2) of the Condominium Act; provided, however, that: (g-1) no debt shall be incurred during only the Sponsor Veto Control Period without obtaining the prior written Discretionary Approval or Consent of Sponsor; (g-2) no lien to secure repayment of any debt may be created on any Unit or its appurtenant Common Interest (other than a Unit owned by the Board or its nominee or designee) without obtaining the prior written Discretionary Approval or Consent of the Owner of such Unit; (g-3) the liability of each such Unit Owner on whose behalf the debt is incurred shall be limited to the legal and equity interest of such Owner in its Unit and its appurtenant Common Interest and if the debt shall not be fully repaid by the Board and such Unit Owner shall pay the lender such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interests appurtenant to all Units on whose behalf the debt is incurred, such Unit Owner shall be entitled to obtain from the lender a release of any judgment or other lien that the said lender shall have filed, or shall have the right to file, against such Owner's Unit, and the loan documentation shall so provide; and (g-4) the Commercial Unit Owners shall not be liable for repayment of any portion of a loan insofar as it relates or is attributable solely to the Residential Space or any Residential Unit acquired, purchased, owned, leased, held or Operated by the Board (or its nominee or designee) or any other real or personal property acquired, purchased, owned, leased, held or Operated by the Board for the common use, service or benefit of only the Residential Unit Owners, and the loan documentation shall so provide;

(h) to open and maintain bank accounts on behalf of the Condominium Association and to designate the signatories required therefor;

(i) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other assets and funds held by the Condominium Board or received in connection with the Operation of the Property and the Association's Properties, for the administration and Operation of the Condominium Association, the Common Elements and the Association's Properties, including: (i-1) the payment of Common Expenses; and (i-2) the Maintenance, Repair, Alteration and overall Operation and any other Disposition of the Common Elements and the Association's Properties including any Units, property or assets owned, leased or otherwise held or Operated by the Condominium Board or its nominee or designee in accordance with the Declaration and these By-Laws; provided, however, that the General Common Charges collected from the Commercial Unit Owners as well as any income earned thereon and other assets and funds (if any) received by the Condominium Board in connection with the Operation and Disposition of the General Common Elements and the Association's General Properties shall be used for the payment of only the General Common Expenses;

(j) to obtain insurance for the Property, including the Units, pursuant to the terms of Article 6 hereof;

(k) to adjust and settle Claims under insurance policies obtained pursuant to the terms of Article 6 hereof or otherwise, and to execute and deliver releases upon such adjustment and settlement on behalf and as agent of: (k-1) all or certain Unit Owners (as applicable); (k-2) all holders of mortgages and other liens on such Units; and (k-3) all holders of any other interest in the Property or the Association's Properties, subject, however, to obtaining the Reasonable Approval or Consent of the Commercial Unit Owners with respect to claims affecting the General Common Elements or the Association's General Properties; provided, however, each Commercial Unit Owner shall have the right to adjust or settle any Claim for a loss to such Owner's Commercial Unit if such adjustment or settlement does not reduce any Claim or recovery of any other Unit Owner or the Condominium Board;

(l) to make, or to contract with others for the making of, Repairs, Alterations and other Dispositions of, or to, the Property or the Association's Properties after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of the Declaration and these By-Laws;

(m) to obtain and keep in force (as part of the General Common Expenses) fidelity bonds, in amounts deemed appropriate by the Condominium Board and contained in an Approved Budget, but in no event less than the amount therefor set forth in the First Year's Budget (SCHEDULE B in Part I of the Plan), for: (m-1) all members of the Condominium Board; (m-2) all officers and employees of the Condominium Association; and (m-3) the Managing Agent;

(n) to accept the surrender of a Unit pursuant to the terms of Section 8.11 hereof, in the name of the Condominium Board or its nominee or designee, corporate or otherwise, and on behalf and as agent of the applicable Unit Owners (i.e., as agent for only all Residential Unit Owners if a Residential Unit or Storage Bin is surrendered);

(o) to purchase or acquire a Unit at foreclosure or other judicial sale in connection with the foreclosure of the lien for unpaid Common Charges, or to so purchase or acquire title by deed in lieu of foreclosure, or to acquire a Unit by surrender, or to purchase, lease or otherwise acquire a Unit in accordance with Article 16 of these By-Laws or clause (b) above in the name of the Condominium Board or its nominee or designee, corporate or otherwise, on behalf and as agent of only the Owners of the same group of Units as the Unit which is the subject of such foreclosure, surrender, sale, acquisition or lease (i.e., all Residential Units, which are regarded as one (1) group of Units, in the case of a Residential Unit being so purchased or acquired or leased

as provided or permitted in Article 16 of the Declaration or clause (b) above) and, in connection therewith, to borrow money on behalf of only those Unit Owners on whose behalf the Board is acting and to grant mortgages and other security interests and collateral in connection therewith in accordance and compliance with clause (g) hereinabove (including obtaining the prior written Discretionary Approval or Consent of Sponsor for any borrowing during only the Sponsor Veto Control Period);

(p) to sell, lease, mortgage, securitize, collateralize and otherwise deal with, and make any Disposition of, Units or other real or personal property acquired by, and to sublease Units or other real or personal property leased by, the Condominium Board or its nominee or designee, corporate or otherwise, on behalf and as agent of only those Unit Owners on whose behalf the Condominium Board is acting, provided, however, that the Condominium Board or its nominee or designee shall in no event be entitled to vote the votes appurtenant to any such Unit and, provided, further, no debt shall be incurred without complying with clause (g) hereinabove;

(q) to adopt new and additional Rules and Regulations and to amend the Rules and Regulations from time to time (all without recording an Amendment to the Declaration or these By-Laws) and to adopt, impose, levy and collect charges, fees, interest and fines against Sold Unit Owners (but not against Unsold Unit Owners or the Commercial Unit Owners) for violations of the same. Notwithstanding the foregoing, no additional Rules and Regulations and no fines or other charges may be adopted with respect to the Commercial Units without prior written Discretionary Approval or Consent of the Commercial Unit Owners in each instance;

(r) to enforce by any legal means (including Lawsuits) the terms, covenants, conditions and provisions contained in the Condominium Documents and to bring, prosecute, defend and settle any Claims or Lawsuits that may be instituted on behalf of, or against, the Unit Owners pursuant to the Declaration, these By-Laws or the Condominium Act;

(s) to organize as a corporation, limited liability company or other Entity, to the extent and in the manner provided or permitted in the Condominium Act, provided, however, that: (s-1) the organizational documents of any such resulting corporation, limited liability company or other Entity shall conform as closely as practicable to the terms of the Declaration and these By-Laws; and (s-2) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such organizational documents;

(t) to organize corporations, limited liability companies and other Entities to act as the nominees or designees of the Condominium Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real, personal or mixed property for use in connection with the ownership and Operation of the Property and the Association's Properties;

(u) to execute, acknowledge and deliver the following (unless expressly prohibited by the Declaration or these By-Laws to be executed and delivered by the Board): (u-1) any application, declaration, consent, document or other instrument (including any Government Document or Litigation Document) affecting all or part of the Property or the Association's Properties that the Condominium Board, in its Reasonable Judgment, deems necessary or appropriate in accordance with the Declaration or these By-Laws or to comply with any Law, including a zoning resolution or requirement of any Governmental Authority, applicable to the Maintenance, Repair, Alteration or other Disposition of all or part of the Property or the Association's Properties; and (u-2) any agreement, application, document, consent, covenant, restriction, license, easement or declaration, or any Amendment thereto, affecting the Condominium Association, the Common

Elements or the Association's Properties that the Condominium Board, in its Reasonable Judgment, deems necessary or appropriate;

(v) to prepare, execute, acknowledge and record on behalf and as agent of all Unit Owners, in their name as attorney-in-fact, "coupled with an interest" and for valuable consideration, with full power of substitution: (v-1) Amendments to the Declaration to amend the Declaration and/or By-Laws whenever requested by a Unit Owner, to the extent required or permitted under the Declaration or these By-Laws; or (v-2) a restatement of the Declaration or these By-Laws, whenever, in the Condominium Board's Reasonable Judgment, it is advisable to consolidate and restate all Amendments, modifications, additions and deletions theretofore made to the same (subject, however, to compliance with the restrictions set forth in Article 22, Section 22.4 of the Declaration);

(w) to do the following act on behalf and as agent for one (1) or more Residential Unit Owners (subject to the right of any Residential Unit Owner to revoke such agency by written notice to the Condominium Board, provided such notice is received before the Condominium Board has commenced the applicable action) and (subject to obtaining the prior written Discretionary Approval or Consent of a Commercial Unit Owner) such Commercial Unit Owner:

(w-1) to protest, complain or apply to the appropriate taxing authority to correct the tax assessments of the Units for any year by filing a single complaint on behalf of all such Unit Owners;

(w-2) to commence and prosecute a special proceeding for the review of assessments of real property as an aggrieved person under the Real Property Tax Law;

(w-3) to seek administrative and judicial review of the tax assessments for any year;

(w-4) to negotiate and settle with the taxing authority the tax assessments and any resulting Lawsuit;

(w-5) to execute and acknowledge in the name of each Unit Owner for which it is acting on behalf and as agent, as such Unit Owner's attorney-in-fact, all applications, certifications, petitions, complaints, settlement agreements, releases and other documents in furtherance of the foregoing; and

(w-6) to retain legal counsel and other professionals and experts on behalf and as agent of the Unit Owners for whom it is so acting to represent such Unit Owners in connection with the foregoing;

(x) to do the following on behalf and as agent for all Unit Owners (subject to obtaining the prior written Discretionary Approval or Consent of the Commercial Unit Owners) or (where appropriate) only the applicable group of Unit Owners or Unit Owner where required or permitted in carrying out the duties imposed upon the Condominium Board under these By-Laws, and the Declaration or the Condominium Act:

(x-1) to commence and prosecute as well as defend Claims or Lawsuits;

(x-2) to seek administrative and judicial review;

(x-3) to negotiate and settle any such Claims or Lawsuits;

(x-4) to execute and acknowledge in the name of each Unit Owner for which it is acting as agent, as such Unit Owner's attorney-in-fact, all applications, certifications, petitions, complaints, answers, counterclaims, crossclaims, affidavits, motions, interrogatories, depositions, Litigation Documents, settlement agreements, releases and other documents in furtherance of the foregoing; and

(x-5) to retain legal counsel and other professionals on behalf and as agent of the Unit Owners for whom it is so acting to represent such Unit Owners in connection with the foregoing;

provided, however, that nothing herein will preclude a Unit Owner from commencing, defending and settling any Claim or Lawsuit affecting only such Unit Owner or such Owner's Unit, and provided further that all Costs and Expenses, awards, judgments and settlement payments incurred or collected in connection with any Claim or Lawsuit by the Condominium Board as agent for Unit Owners shall be borne and shared only by those Unit Owners on whose behalf the Condominium Board is so acting;

(y) to control power shut-offs and other interruptions of the normal functioning of the Property, necessary to facilitate the performance of Work in or to particular Units and/or the Common Elements, which is permitted or required under the Declaration or these By-Laws; provided that the Condominium Board will make all reasonable efforts to minimize to the extent reasonably possible and practical any disruption in the Use and Enjoyment of Units;

(z) to invest any excess funds held by the Board in obligations of federal, state and local governments, certificates of deposit of Institutional Lenders, market instruments and funds which invest in any such obligations, and similar investment grade securities; and

(aa) generally, to carry out any and all other powers and duties granted or imposed upon the Condominium Board pursuant to the Declaration, these By-Laws and the Condominium Act.

The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the Owner thereof or by Permitted Tenants/Occupants/ Invitees.

Section 2.5 **Delegation and Restrictions**

2.5.1 Right to Delegate

The power and duties of the Condominium Board under the Declaration, these By-Laws, the Condominium Act and other Laws shall be exercised and performed by the Condominium Board or shall be exercised and performed on its behalf and at its direction by the agents, employees, designees or nominees of the Condominium Board.

2.5.2 Executive Committee

The Condominium Board may appoint an Executive Committee by duly adopted resolution, which Executive Committee shall have, and may exercise and perform, all of the powers and duties of the Condominium Board during the intervals between the meetings of the Condominium Board, subject to both the exceptions and limitations contained in subsection 2.5.6, and the restrictions set forth in subsection 2.5.7, of this Section 2.5 and such additional exceptions, limitations and restrictions as the Condominium Board may from time to time deem appropriate.

2.5.3 Other Committees

In addition, the Condominium Board may from time to time appoint, by duly adopted resolutions, such other committees as the Condominium Board may deem appropriate to exercise and perform such powers and duties as the Condominium Board shall direct, each of which committees shall have, and may exercise and perform, all of the powers and duties delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in subsection 2.5.6, and the restrictions in subsection 2.5.7, of this Section 2.5.

2.5.4 Sponsor Board Member and Commercial Board Member Requirement

So long as there is a Sponsor Board Member, the Executive Committee and each other committee appointed by the Residential Board Members shall consist of two (2) or more Residential Board Members at least one (1) of whom shall be a Sponsor Board Member, unless waived in writing by Sponsor or the Sponsor Board Member. In addition, the Executive Committee and each other committee that has responsibility for the Use and Enjoyment of the General Common Elements or for any decision requiring the consent or approval of both the Residential Unit Owners and the Commercial Unit Owners or both the Residential Board Members and the Commercial Board Members shall consist of at least one (1) Residential Board Member and one (1) Commercial Board Member.

2.5.5 Managing Agent and/or Manager

The Condominium Board may employ a Managing Agent and/or a manager to serve at a compensation to be negotiated by, and acceptable to, the Condominium Board and to perform such duties and services as the Condominium Board shall direct. Subject to the exceptions and limitations contained in subsection 2.5.6 and the restrictions in subsection 2.5.7 of this Section 2.5, the Condominium Board may delegate to such Managing Agent and/or a manager employed by it any of the delegable powers and duties granted to the Condominium Board in these By-Laws.

2.5.6 Non-Delegable Powers and Duties

Notwithstanding anything to the contrary contained in this Section 2.5, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise or perform, and the Condominium Board shall not delegate to either of them or to any other committee, the powers or duties described in subsections 2.4.2(b), (d), (e), (f), (g), (k) and (n) through (aa) hereof ("**non-delegable powers and duties**"). In addition, neither the Managing Agent, a manager nor any of the committees described in this Section 2.5 shall have, or be entitled to exercise or perform, any of the powers or duties that are expressly prohibited from being delegated under the Condominium Act or other Law (if any).

2.5.7 Exception

However, any and all of these non-delegable powers and duties and all other powers and duties of the Condominium Board may be delegated to a manager or other Person designated by the Board, under such terms and conditions as are approved and determined by the Condominium Board, in connection with a loan (secured or unsecured) obtained by the Condominium Board in accordance with its authority under these By-Laws as agent for all Residential Unit Owners or all Unit Owners (as applicable).

2.5.8 Sponsor Veto Control Period Restrictions

Notwithstanding anything to the contrary contained in these By-Laws, during only the Sponsor Veto Control Period (i.e., the period ending the *earlier* of: (a) the date that the Common Interests appurtenant to the Unsold Residential Units constitute less than 25% of the aggregate Common Interests

appurtenant to all Residential Units; or (b) the fifth (5th) anniversary of the First Closing of a Residential Unit under the Plan), the Condominium Board and Unit Owners shall and must obtain Sponsor's prior written Discretionary Approval or Consent to do any of the following:

(a) to raise General Common Charges or Residential Common Charges or levy a Special Assessment for any of the following purposes:

(a-1) to make an Alteration to the General Common Elements or the Residential Common Elements or the Residential/Office Common Elements or the Association's General Properties or the Association's Residential Properties (the latter includes any Residential Unit owned, leased or otherwise held or Operated by the Condominium Board, or its nominee or designee) or the Association's Residential/Office Properties;

(a-2) to create a fund for reserves for Repairs, Alterations, unanticipated expenses and/or contingencies which in the aggregate exceed five percent (5%) of the projected annual General Common Expenses or (5%) of the projected annual Residential Common Expenses (as applicable) for any Budget Year of Condominium Operation;

(a-3) to increase, decrease, eliminate or otherwise change the number, type, classification or working hours of the Building's service staff as set forth in the First Year's Budget (i.e., SCHEDULE B in Part I of the Plan);

(a-4) to increase, decrease or eliminate Building services by (for example) entering into contracts for new or additional services or maintenance work not included in said First Year's Budget, or failing to provide any service or maintenance contract set forth in such First Year's Budget, or otherwise; or

(a-5) to increase, decrease, eliminate or otherwise change the amounts or types of insurance coverage from those set forth in said First Year's Budget; or

(b) to borrow money on behalf of the Condominium.

2.5.9 Limit on Sponsor Veto Control Period Restrictions

Sponsor has the right to condition, delay, withhold or deny its consent without cause or explanation, and without liability for any Claims or Costs and Expenses or other recourse against Sponsor for conditioning, delaying, withholding or denying its consent. Nevertheless, Sponsor will give its approval or consent if the Costs and Expenses (as determined by Sponsor, in its sole and absolute judgment) of the proposed action requiring Sponsor's approval or consent, when added to all other budgeted Residential Common Expenses or General Common Expenses (as applicable), will not increase the Residential Common Charges or General Common Charges (as applicable), inclusive of any Special Assessments of the Condominium Board, for the Budget Year of the Condominium at issue, by more than 5% above the Residential Common Charges or General Common Charges (as applicable) for the immediately preceding Budget Year of the Condominium. In addition, Sponsor may not exercise veto control over expenses included in the First Year's Budget (i.e., SCHEDULE B in Part I of the Plan) or over expenses required: (a) to comply with applicable Laws; (b) to remedy a governmental notice or violation; or (c) to remedy a work order of an insurer of the Building.

2.5.10 Veto Control of Sponsor and Unsold Unit Owners

Sponsor's veto control, as set forth herein, may be exercised during only the Sponsor Veto Control Period and solely by Sponsor while Sponsor owns any Unsold Residential Unit. If Sponsor no longer owns any Unsold Residential Unit, each successor Unsold Residential Unit Owner will have the

same right of veto control as Sponsor during only the Sponsor Veto Control Period. In the event of two (2) or more Unsold Residential Unit Owners, the required Discretionary Consent of only those Owners of Unsold Residential Units constituting a majority of the Common Interests of all Unsold Residential Units will suffice. Nothing contained herein will extend the Sponsor Veto Control Period.

Section 2.6 **Number, Election, Composition and Qualification of Board Members**

2.6.1 Initial Board

Until the first meeting of the Unit Owners following the First Closing of a Residential Unit under the Plan is held pursuant to the terms of Section 4.1 hereof, the Condominium Board shall consist of five (5) individuals, three of whom shall be designated by the Sponsor and two of whom shall be designated by the Commercial Unit Owners.

2.6.2 First Elected Board

At such first meeting of Unit Owners and at all subsequent meetings of Unit Owners to elect the Condominium Board, the Board shall be composed of five (5) Board Members, three (3) of whom shall be designated by the Residential Unit Owners and two (2) of whom shall be designated by the Commercial Unit Owner, unless changed pursuant to Section 2.6.5 below. For so long as there is at least one (1) Unsold Residential Unit, the Residential Board Members shall consist of a specified number of Independent Board Members and a specified number of Sponsor Board Members as provided in the following subsection 2.6.4.

The Independent Board Members shall be elected exclusively by all Sold and Unsold Residential Unit Owners, including Sponsor as Owner of any Unsold Residential Units. The Sponsor Board Members shall be appointed and designated exclusively by Sponsor for so long as Sponsor owns at least one (1) Unsold Residential Unit or (after Sponsor no longer owns any Unsold Residential Unit) the Owner or Owners of a majority in Common Interest of Unsold Residential Units. The Owner of the Retail Unit and the Owner of the Office Unit shall each exclusively appoint and designate one (1) Commercial Board Member, provided however, the Owner of the Retail Unit may, at its option, appoint two (2) Commercial Board Members in lieu of the Office Unit Owner. If all or a portion of the Office Unit is combined with the Retail Unit, then upon recording an Amendment to the Declaration effectuating such combination, the Owner of the Combined Retail Unit shall have the exclusive right to appoint and designate two (2) Commercial Board Members and the Owner of the remaining portion of the Office Unit which is not so converted and combined with the Retail Unit (if any) shall no longer have the right to elect any Board Member. If the Combined Retail Unit is subsequently subdivided into a Retail Unit and an Office Unit, then upon recording a further amendment to the Declaration effectuating such subdivision, the exclusive right of the Retail Unit Owner and the Office Unit Owner (or the Retail Unit Owner in lieu of the Office Unit Owner if it so elects as provided above) to each exclusively elect (i.e., appoint and designate) one (1) Commercial Board Member shall resume.

The Residential Board Members shall represent the interests of the Sold and Unsold Residential Unit Owners on the Board and shall make all decisions and conduct all transactions on behalf of the Board that affect only the Residential Space or the Association's Residential Properties, and do not affect the Commercial Units, the General Common Elements, the Residential/Office Common Elements, the Association's General Properties, the Association's Residential/Office Properties, General Common Expenses or the General Common Charges or the Residential/Office Common Expenses. Similarly, the Commercial Board Members shall represent the interests of the Commercial Unit Owners on the Board and shall make all decisions and conduct all transactions on behalf of the Board that affect only the

Commercial Units and do not affect the Residential Space, the Common Elements, the Association's Properties, the Common Expenses or the Common Charges.

The Residential/Office Board Members shall represent the interests of the Office Unit Owner and the Sold and Unsold Residential Unit Owners on the Board and shall make all decisions and conduct all transactions on behalf of the Board that affect only the Residential/Office Common Elements or the Association's Residential/Office Properties.

2.6.3 Sponsor Voting Control of Board

Sponsor shall have the exclusive right to designate and appoint a majority of the Condominium Board (including a majority of the Residential Board Members) and thereby have "voting control" of the Condominium Board for five (5) years from the First Closing of a Residential Unit or whenever the Unsold Residential Units constitute less than fifty percent (50%) in number and Common Interest of all Residential Units, whichever is sooner ("**Sponsor Board Control Period**"). At all elections held after the end of the Sponsor Board Period, Sponsor will no longer have the right to nominate candidates to serve as the Independent Board Members (who will then constitute a majority of the Board Members) and thus Sponsor shall not thereafter exercise voting control of the Board. Sponsor, however, will continue to have the right, for as long as there is at least one (1) Unsold Residential Unit, to vote for all Independent Board Members and to exclusively designate and appoint at least one (1) Sponsor Board Member (see subsection 2.6.4 below for composition of Board).

2.6.4 Composition, Nomination and Voting Rules for Residential Board Members

From and after the first meeting of Unit Owners following the First Closing of a Residential Unit, the Condominium Board shall consist of three (3) Residential Board Members and two (2) Commercial Board Members. For so long as there is at least one (1) Unsold Residential Unit, the composition of the Residential Board Members shall be as follows:

(a) at all elections held during only the Sponsor Board Control Period, the Residential Board Members shall consist of two (2) Sponsor Board Members and one (1) Independent Board Member; and

(b) at all elections held after the end of the Sponsor Board Control Period, the Residential Board Members shall consist of two (2) Independent Board Members and one (1) Sponsor Board Member.

After all Unsold Residential Units are sold and conveyed, the three (3) Residential Board Members shall all be Independent Board Members.

The following rules shall govern the nomination and voting for the election of the Independent Board Members by the Unsold Residential Unit Owners (including Sponsor):

(a) at all elections held during only the Sponsor Board Control Period, there is no restriction or limitation on the nomination and voting rights of Sponsor and other Unsold Residential Unit Owners and they may both nominate and vote to elect any qualified candidates to serve as the Independent Board Member; and

(b) at all elections held after the end of the Sponsor Board Control Period, Sponsor and other Owners (if any) of Unsold Residential Units shall have the following rights: (b-1) they shall continue to have the right to vote (*without restriction or limitation*) for any and all candidates nominated to serve as Independent Board Members; but (b-2) they may NOT nominate any candidates to serve as Independent Board Members.

The foregoing restriction limiting Sponsor's nomination rights after the end of the Sponsor Board Control Period applies only to nominating candidates to serve as Independent Board Members and does not apply to the Sponsor Board Member(s) to be appointed and designated exclusively by Sponsor as aforesaid or the Commercial Board Members to be appointed and designated exclusively by the Commercial Unit Owners.

2.6.5 Change in Number

Subject to obtaining the prior written Discretionary Approvals or Consents of the Commercial Unit Owners, the number of Board Members may be increased or decreased by vote of a majority in number and Common Interest of Unit Owners, but only on the following terms and conditions:

(a) Sponsor (or, after Sponsor no longer owns any Unsold Unit, all Owners of Unsold Units) must consent in writing to the proposed change so long as there is any Unsold Unit;

(b) the vote may be taken at any annual or special meeting of Unit Owners, except that the vote must be taken at an annual meeting to decrease the number below those then in office;

(c) (in the event the number of Board Members is decreased) such decrease may only affect those Board Members whose terms are expiring at the annual meeting, but in no event shall the decrease affect the exclusive right of Sponsor to designate and appoint the number of Sponsor Board Members set forth in these By-Laws or the exclusive right of the Commercial Unit Owners to appoint and designate two (2) Commercial Board Members;

(d) (in the case of an increase) the number of Board Members to be appointed and designated exclusively by each of Sponsor and the Commercial Unit Owners will increase proportionately so as to maintain the same proportional Board representation for the Sponsor Board Members and the Commercial Board Members as existed at the election of the first Condominium Board by the Unit Owners after the First Closing of a Residential Unit (any fraction will be rounded up to the next whole number); and

(e) no change in the number of Residential Board Members shall affect, abridge or otherwise impair: (e-1) the voting control of the Sponsor Board Members over the Condominium Board and the Residential Board Members at all elections held during the Sponsor Board Control Period; or (e-2) the voting control of the Independent Board Members over the Condominium Board and the Residential Board Members at all elections held after the end of the Sponsor Board Control Period.

2.6.6 Qualification

Each Board Member shall be at least 18 years old, but need not be a Unit Owner. Each Independent Board Member shall be either a Sold Residential Unit Owner (including a Sponsor Related Party who acquires a Sold Residential Unit for the bona fide use and occupancy of such Sponsor Related Party or the Sponsor Related Party's family) or any of the following (each, a "**Sold Residential Unit Owner Affiliate**"): (a) a Sold Residential Unit mortgage lender; (b) an officer, director, shareholder,

partner, member, principal, employee, trustee, executor, administrator or beneficiary of a corporation, partnership, company, trust, estate or other Entity that owns a Sold Residential Unit or is a Sold Residential Unit mortgage lender; (c) an individual designated by a sovereign government, consulate or other governmental instrumentality that owns a Sold Residential Unit; (d) a permitted non-paying occupant of a Sold Residential Unit; or (e) an adult member of the immediate family of a Sold Residential Unit Owner or any of the foregoing. In addition, at all elections held after the end of the Sponsor Board Control Period, in order to assure that resident-Owners will have voting control of the Condominium Board at such elections, a majority of the Condominium Board Members must be Owner-occupants or members of their family.

There are no requirements to qualify as a Sponsor Board Member or a Commercial Board Member. Sponsor (or after Sponsor no longer owns any Unsold Residential Unit, other Unsold Residential Unit Owners) shall have the exclusive right to appoint and designate anyone (regardless of relationship or lack of relationship) to serve as a Sponsor Board Member and each Commercial Unit Owner shall have the exclusive right to appoint and designate anyone to serve as a Commercial Board Member.

2.6.7 Ineligibility

If the Condominium Board perfects a lien against a Sold Unit for unpaid Common Charges, the following shall apply until the lien is paid or discharged by bonding or otherwise: (a) the Owner of such Sold Unit may not nominate or vote for the election of Board Members; (b) such Owner and such Owner's Sold Residential Unit Owner Affiliate shall not be an eligible candidate in an election of an Independent Board Member; and (c) if such Residential Unit Owner or Sold Residential Unit Owner Affiliate is then serving as an Independent Board Member, such Board membership by such Owner or said Owner's Sold Residential Unit Owner Affiliate (as applicable) shall immediately be suspended upon perfection of the lien and such Board membership shall automatically cease thirty (30) days thereafter unless the lien is paid or discharged by bond or otherwise during such thirty (30) day period. The provisions of this Section 2.6.7 shall not apply to the Commercial Units.

In addition, Board membership by a Sold Residential Unit Owner or a Sold Residential Unit Owner Affiliate (as applicable) shall automatically end when: (a) (in the case of a Sold Residential Unit Owner) such Owner no longer owns a Sold Residential Unit; or (b) (in the case of a Sold Residential Unit Owner Affiliate) such Affiliate no longer qualifies as a Sold Residential Unit Owner Affiliate.

Section 2.7 **Term of Office of Board Members**

The initial Board Member designated by Sponsor and the Commercial Unit Owners, respectively, will serve at the pleasure of Sponsor and the Commercial Unit Owners, respectively, and until the first meeting of Unit Owners following the First Closing of a Residential Unit under the Plan when the new five (5) Board Members are qualified and elected (as to the Independent Board Member) or appointed and designated (as to the Sponsor Board Members and the Commercial Board Members). All Board Members elected at and after said first meeting of Unit Owners will serve for a term of one (1) year. There is no limit on the number of terms, successive or otherwise, a Board Member may serve.

Each annual meeting of Unit Owners is to be held within approximately thirty (30) calendar days of the anniversary of the previous annual meeting of Unit Owners, subject to the right of the Condominium Board (in its sole and absolute discretion) to change the date of such annual meeting to be held within approximately sixty (60) days after the issuance of the Condominium Association's financial statements for the immediately preceding year for financial reporting.

Section 2.8 **Removal and Resignation of Board Members**

2.8.1 Removal

An Independent Board Member may be removed "with" or "without" cause only by a vote of a majority in number and Common Interest of Owners of Sold and Unsold Residential Units cast at a duly constituted meeting of Unit Owners at which a quorum is present. In determining such majority vote, the Units and Common Interests owned by: (a) the Condominium Board or its nominee as designee; and (b) the Board Member to be removed, or a Related Party to such Board Member, shall be excluded from the count of the base number of Unit Owners and Common Interests for quorum and voting purposes. The Condominium Board and its nominee or designee shall have no voting rights with respect to any Units owned by each of them and the Board Member or the Related Party to such Board Member to be removed shall not have the right to vote on the issue of such Board Member's removal. Any Board Member who is to be removed for "cause" or "good cause" shall be given a written explanation of the basis of removal at least seven (7) business days in advance of the meeting of Unit Owners and a reasonable opportunity to be heard at the meeting before the vote is taken.

A Sponsor Board Member serves at the will of Sponsor or the Unsold Unit Owner, or designee thereof, who appointed and designated such Board Member (as applicable) and may be removed "without" cause or explanation by only Sponsor or said Unsold Unit Owner, or designee thereof (as applicable). Each Commercial Board Member serves at the will of the Commercial Unit Owner who appointed and designated such Board Member and may be removed "without" cause or explanation by only said Commercial Unit Owner.

2.8.2 Resignation

A Board Member may resign at any time by giving written notice to the following: (a) in the case of a resignation by an Independent Board Member: the resignation shall be given to any of the remaining Residential Board Members; or (b) in the case of a resignation by a Sponsor Board Member: the resignation shall be given to the Sponsor or appropriate Unsold Residential Unit Owner who appointed and designated such Board Member (as applicable); or (c) in the case of a resignation by a Commercial Board Member: the resignation shall be given to the Commercial Unit Owner who appointed and designated such Board Member.

In addition, an Independent Board Member who shall cease to be qualified for membership pursuant to the terms of Section 2.6.7 hereof shall be deemed to have resigned as a Board Member effective as of the date upon which such qualification shall cease.

Section 2.9 **Vacancies**

2.9.1 Replacement

A vacancy on the Condominium Board resulting from removal, resignation, death, incompetency, incapacity or other cessation of Board membership will be filled as follows:

(a) in the case of a vacancy by an Independent Board Member: such vacancy shall be filled exclusively by a majority of the remaining Residential Board Members at a special meeting of the Board or (if there is no remaining Residential Board Member) the vacancy shall be filled by vote of Sold and Unsold Residential Unit Owners at a special meeting called to be held for such purpose within sixty (60) calendar days after the vacancy occurs or at the next annual meeting of Unit Owners, whichever occurs first; or

(b) in the case of a vacancy by a Sponsor Board Member: such vacancy shall be filled exclusively by Sponsor or the appropriate Unsold Residential Unit Owner, or designee thereof who originally appointed and designated the vacating Sponsor Board Member (as applicable); or

(c) in the case of a vacancy by a Commercial Board Member: such vacancy shall be filled exclusively by the Commercial Unit Owner who originally appointed and designated the vacating Commercial Board Member .

2.9.2 Pre-emption

However, in the case of a removal of an Independent Board Member by the Owners of the Sold and Unsold Residential Units, such Owners shall have the right to pre-empt the Residential Board Members and elect the replacement at the same meeting the removal is voted upon or at a subsequent special or annual meeting of Unit Owners called for such purpose.

2.9.3 Term

The person elected (in the case of Independent Board Member) or appointed and designated (in the case of a Sponsor Board Member or a Commercial Board Member) to fill the vacancy will serve as a member of the Condominium Board for the remainder of the term of the Board Member being replaced.

2.9.4 Special Board Meeting

A special meeting of the remaining Residential Board Members shall be held for the purpose of filling a vacancy of an Independent Board Member promptly after the occurrence thereof, and the election held thereat shall be effective to fill such vacancy even if the number of members present at such meeting shall not constitute a quorum. Sponsor or the appropriate Unsold Residential Unit Owner (as applicable) who originally appointed and designated such vacating Sponsor Board Member will fill such vacancy, and the Commercial Unit Owner who originally appointed and designated such vacating Commercial Board Member will fill the vacancy of the vacating Commercial Board Member, by written notice to the other Board Members or to the President, Vice President or Secretary of the Condominium Association.

Section 2.10 **Organizational Meeting of the Condominium Board**

The first meeting of each Condominium Board elected annually by the Unit Owners at meetings held from and after the First Closing of a Residential Unit (other than the Superintendent's Unit) under the Plan shall be held immediately after each such annual meeting of Unit Owners and no notice of such Board meeting shall be necessary to the newly elected Board Members in order to legally constitute the meeting, provided a quorum shall be present. Alternatively, such first Board meeting may convene at such place, date and time as shall be fixed by a majority of the Board Members present at said annual meeting of Unit Owners, even though less than a quorum shall be present. In such case, written notice thereof shall be given to all Board Members by hand delivery, mail, telecopier (with electronic confirmation of transmission) or telegram at least five (5) business days prior to the date set for the first Board meeting. In any event, however, such first meeting of the Board shall be held within approximately thirty (30) calendar days following said election by the Unit Owners.

Section 2.11 **Regular Meetings of the Condominium Board**

Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority of the Board Members; provided, however, that at least four (4) such meetings of the Condominium Board shall be held during each Budget Year. Written notice of all regular meetings of the Condominium Board shall be given to each applicable Board Member by hand delivery, mail, overnight mail, telecopier (with electronic confirmation of transmission) or telegram at least five (5) business days prior to the day named for such meeting.

The Residential Board Members or the Commercial Board Members may hold separate meetings, without notice to the other, for the discussion and transaction only of such business that is to be decided solely by such Residential Board Members or the Commercial Board Members, respectively, pursuant to these By-Laws or the Declaration and does not involve the General Common Elements, the Association's General Properties, the General Common Expenses, the General Common Charges, the Residential/Office Common Elements, the Association's Residential/Office Properties, the Residential/Office Common Expenses, the Residential/Office Common Charges or all or a portion of both the Residential Space and the Commercial Units, and does not require the Reasonable or Discretionary Approval or Consent of the other Board Members.

Section 2.12 **Special Meetings of the Condominium Board**

The President may call a special meeting of the Condominium Board or only the Residential Board Members whenever determined by the President to be necessary or desirable. Upon the written request of two (2) or more Board Members, the President shall call a special meeting of the Board or only the Residential Board Members (as applicable) to be held within ten (10) business days after such written request is given. Written notice of all special meetings shall be given to each applicable Board Member at least two (2) business days (if sent by hand delivery, telecopier (with electronic confirmation of transmission) or telegram, or at least five (5) business days (if sent by mail), prior to the day fixed for such meeting, which notice shall state the date, time, place and purpose of the meeting.

Section 2.13 **Waiver of Notice of Meetings**

Any Board Member may, at any time, waive notice of any meeting of the Board or the Residential Board Members (as applicable) or any committee of either thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Board Member at any such meeting or any such committee shall constitute a waiver by such Board Member of notice of the time and place thereof. However, if all of the applicable Board Members or committee members are present at any said meeting of the Board or any said committee, respectively, no notice of such meeting shall be required and any business authorized pursuant to these By-Laws may be transacted at such meeting.

Section 2.14 **Quorum of the Condominium Board**

2.14.1 Quorum

A quorum of the Condominium Board or the Residential Board Members or the Residential/Office Board Members (as applicable) is required to be present at a Board meeting in order to make any determination or to transact any business. Alternatively, such determination or transaction may be made without such meeting if all Board Members or all Residential Board Members or the Residential/Office Board Members (as applicable) consent in writing to the determination or transaction. To constitute a quorum of the Board or Residential Board Members (as applicable) for such meeting, the following number of Board Members shall be present at the meeting:

(a) attendance (in person or by telephone) of a majority of the Residential and Commercial Board Members will be required for any business relating solely to one or more of the following: (a-1) the General Common Elements; (a-2) the Association's General Properties; (a-3) the General Common Expenses; (a-4) the General Common Charges; (a-5) all or a portion of both the Residential Space and the Commercial Units; or (a-6) any other matter involving the affairs of the entire Property or the whole Condominium Association; or

(b) attendance (in person or by telephone) of a majority of the Residential Board Members (without attendance by the Commercial Board Members) will be required for any business relating solely to one (1) or more of the following: (b-1) the Residential Common Expenses; (b-2) the Residential Common Charges; (b-3) all or a portion of the Residential Space; (b-4) the Association's Residential Properties; or (b-5) any other matter involving the affairs of only the Residential Space; or

(c) attendance of only the Commercial Board Members (without attendance by any Residential Board Members) will be required for any business relating solely to all or a portion of the Commercial Units; or

(d) attendance (in person or by telephone) of a majority of the Residential/Office Board Members will be required for any business relating solely to the following: (d-1) the Residential/Office Common Elements; (d-2) the Association's Residential/Office Properties; (d-3) the Residential/Office Common Charges; or (d-4) the Residential/Office Common Expenses.

2.14.2 Attendance Requirements

Attendance at a meeting of the Condominium Board, the Residential Board Members or any committee of either thereof shall be in person or by conference telephone or other communication's equipment permitting all individuals participating in the meeting to hear or otherwise effectively communicate with each other at the same time, and such participation shall constitute presence at such meeting for all purposes. In addition, a Sponsor Board Member (but not an Independent Board Member) or a Commercial Board Member shall be permitted to attend such Board or committee meeting by proxy, provided the proxy is signed by: (a) (in the case of a Sponsor Board Member) Sponsor or the Unsold Residential Unit Owner (as applicable) who appointed and designated such Sponsor Board Member; or (b) (in the case of a Commercial Board Member) the Commercial Unit Owner who appointed and designated such Commercial Board Member.

2.14.3 Adjournment

If, at any meeting of the Condominium Board or the Residential Board Members (as applicable) there shall be less than a quorum present, a majority of the Board Members or the Residential Board Members (as applicable) in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called but for the lack of a quorum may be transacted without further notice.

Section 2.15 **Conduct of Meetings**

2.15.1 Presiding Officer

The President shall preside at all meetings of the Condominium Board and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat.

2.15.2 Robert's Rules of Order

Unless in conflict with the terms of the Declaration, these By-Laws or the Condominium Act, each meeting of the Condominium Board shall be conducted in accordance with the then current edition

of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Board Members attending the meeting.

Section 2.16 **Decisions by the Condominium Board**

Subject and subordinate to subsection 2.5.8 above and except as otherwise expressly provided in the Declaration or these By-Laws:

(a) a majority of those Residential and Commercial Board Members attending a duly constituted meeting of the Board at which a quorum is present shall decide all matters on behalf of the Board relating solely to one (1) or more of the following: (a-1) the General Common Elements; (a-2) the Association's General Properties; (a-3) the General Common Expenses; (a-4) the General Common Charges; (a-5) all or a portion of both the Residential Space and the Commercial Units; or (a-6) any other matter involving the affairs of the entire Property or the whole Condominium Association;

(b) a majority of those Residential Board Members attending a duly constituted meeting of the Residential Board Members at which a quorum is present shall decide all matters on behalf of the Board relating solely to one (1) or more of the following: (b-1) the Residential Common Expenses; (b-2) the Residential Common Charges; (b-3) all or a portion of the Residential Space; (b-4) the Association's Residential Properties; or (b-5) any other matter involving the affairs of only the Residential Space; and

(c) the Commercial Board Members or (at exclusive option of a Commercial Unit Owner) a Commercial Unit Owner in lieu of the Commercial Board Member appointed and designated by such Commercial Unit Owner shall decide all matters on behalf of the Board (without the necessity of a Board meeting) relating solely to the Commercial Units;

(d) a majority of those Residential/Office Board Members attending a duly constituted meeting of the Residential/Office Board Members at which a quorum is present shall decide all matters on behalf of the Board relating solely to one (1) or more of the following: (d-1) the Residential/Office Common Elements; (d-2) the Association's Residential/Office Properties; (d-3) the Residential/Office Common Expenses; or (d-4) the Residential/Office Common Charges;

Alternatively, any decision that is required or permitted to be made by the applicable Board Members may be made without a meeting thereof if all of such applicable Board Members shall individually or collectively consent in writing to such decision. All such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Condominium Board.

Each Board Member shall have one (1) vote on all matters and transactions to be determined and voted upon by the Condominium Board. Similarly each Residential Board Member (including a Sponsor Board Member and an Independent Board Member) shall have one (1) vote on all matters and transactions to be determined and voted upon by the Residential Board Members.

Section 2.17 **Compensation of Members**

No member of the Condominium Board or any committee thereof shall receive any compensation from the Condominium for acting as such.

Section 2.18 **Standards for Fiduciary Responsibility and Self-Dealing**

2.18.1 General Standard

All powers and duties shall be exercised and performed by each Board Member and officer, in good faith and with a view to the interests of the Unit Owners or Unit Owner who elected such Board Member, but with due regard to the Maintenance, preservation, protection and value of the Property as a whole and the security, safety and health of Owners and occupants of Units.

2.18.2 Interested Party Transactions

The Condominium Board may contract or effect any other transaction with any member or officer of the Board or any Unit Owner, or Related Parties to any of the foregoing (collectively, "**Interested Party**"), without the Condominium Board or such Interested Party incurring any liability for self-dealing, provided that the terms of such contract or other transaction, including any compensation paid in respect thereof, shall be on no less favorable terms than those commercially reasonable and at competitive rates at the time such contract or transaction is entered into and reasonable evidence or documentation thereof is given to the Board ("**commercial reasonableness standard**").

2.18.3 Disclosure

No contract or other transaction between the Condominium Board and an Interested Party, shall be deemed either void or voidable because of the interest (pecuniary or otherwise) therein of such Interested Party or the presence of such Interested Party at the meeting or meetings of the Board during which such contract or transaction was discussed, authorized, approved or ratified; provided, however, that the contract or transaction shall meet the commercial reasonableness standard at the time that the same is authorized, approved, ratified, executed or otherwise consummated and either:

(a) the terms of the contract and/or transaction are disclosed to all Board Members or only all Residential Board Members (as appropriate), or the fact thereof is disclosed to, or known by, a majority of the Board Members or only a majority of the Residential Board Members (as appropriate) or noted in the minutes thereof, and a majority of such applicable Board Members having a majority of the votes shall authorize, approve or ratify such contract or transaction in good faith, less the number of votes of such interested Board Members; or

(b) the fact thereof is disclosed to, or known by, a majority in number and Common Interest of the Unit Owners affected thereby, excluding any Unit Owner who or whose Related Party also has an interest in such contract or transaction, and a majority in number and Common Interest of such affected Unit Owners, excluding any such interested Unit Owner, shall authorize, approve or ratify such contract or transaction.

2.18.4 Quorum

The votes of any such interested Board Member may be counted in determining the presence of a quorum of any meeting of the Board that authorizes, approves or ratifies any such contract or transaction, but no such Board Member shall be entitled to vote thereat to authorize, approve or ratify such contract or transaction.

Section 2.19 **Liability of the Condominium Board**

2.19.1 Standard for Liability

The members of the Condominium Board shall have no liability to the Unit Owners for errors of judgment, ordinary negligence or otherwise, except that each member of the Condominium Board shall be liable thereto for such member's own bad faith, self-dealing, gross negligence or willful misconduct.

2.19.2 Interested Party Transactions

In connection therewith, a Board Member (including a Sponsor Board Member) shall not be deemed either to have acted in bad faith or to have committed willful misconduct by reason of any self-dealing in connection with any contract made, or other transaction entered into, between the Condominium Board and such Board Member or a Related Party to such Board Member or to Sponsor or a Related Party to Sponsor in the case of Sponsor Board Members (collectively, "**Interested Board Party**"), provided that any compensation paid, or to be paid, to such Interested Board Party in connection with any such contract or transaction is either:

(a) disclosed to all applicable Board Members authorized to make such contract or act on such transaction (e.g., only the Residential Board Members in the case of a contact or transaction involving only the Residential Space); or

(b) is in accordance with the commercial reasonableness standard for goods sold or services rendered in the Borough of Manhattan, County and State of New York, and (if such compensation is part of the General Common Expenses or Residential Common Expenses) is approved by majority of the Board Members or majority of the Residential Board Members, respectively, who are not an Interested Board Party; or

(c) is disclosed in the Plan or a Plan Amendment.

The foregoing shall not apply to any contract or transaction that affects only the Commercial Units and is approved by the Commercial Unit Owners, provided such relationship is known by the Commercial Unit Owners.

2.19.3 Immunity

The Board Members and the agents (including a Managing Agent and/or manager) of the Condominium Board shall have no personal liability for merely having acted in such capacity. Such immunity from personal liability shall apply to all transactions of the Board authorized in these By-Laws or the Declaration, including each and every contract made, and other document executed, by or on behalf of the Condominium Board in accordance with these By-Laws or the Declaration, and each such contract or other document shall so provide (however, the failure to so provide shall not, and shall not be construed to, in any way affect, change or waive such immunity from personal liability). Such contract or document shall be regarded as being made or executed by or on behalf of the Board as agent of all Unit Owners or only the Residential Unit Owners (as applicable) and the liability thereunder of a Board Member shall be to the extent only that such Board Member is a Unit Owner and then only as limited in Section 4.12 hereof.

2.19.4 Service Interruptions and Force Majeure

Neither the Condominium Board nor any Board Member (in such capacity as a Board Member) shall be liable for any Claims or Liabilities and Expenses for either: (a) any failure or interruption of any utility or other services to be obtained by, or on behalf of, the Condominium Board or to be paid for as a Common Expense; or (b) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements and either: (b-1) caused by Force Majeure, by any Unit Owner or by any other Person; (b-2) resulting from electricity, water, snow or ice, including water that may leak or flow from a Unit (including its appurtenant Balcony or Terrace, if any), its appurtenant Limited Common Element (if any) or Individual Limited Common Element (if established) or any portion of the Common Elements; or (b-3) arising out of theft or otherwise.

2.19.5 Indemnity

Subject to the limitation of liability contained in Section 4.12 below, the applicable Unit Owners on whose behalf the Condominium Board acted (the Residential Unit Owners always being regarded as one (1) group of Unit Owners) shall jointly, or the applicable Unit Owner on whose individual behalf the Board acted shall individually, indemnify each and every member of the Condominium Board from and against any and all Claims and Liabilities and Expenses to others arising from such Board Member's acts or omissions as, or by reason of the fact that such individual is or was, a member of the Condominium Board, except, however no Board Member shall be indemnified, if and to the extent that such Claims or Liabilities and Expenses shall be due to, or shall arise out, of the bad faith, self-dealing, gross negligence or willful misconduct of such Board Member. Accordingly, the Sponsor Board Member(s) or the Commercial Board Members shall not be indemnified by the Sold Residential Unit Owners if and to the extent that the Claims or Liabilities and Expenses arose solely from a decision or transaction made alone by the Sponsor Board Member(s) or the Commercial Board Members which affect only the Unsold Residential Units or the Commercial Units, respectively, and do not affect the Condominium Association, the Common Elements, the Association's Properties, the Common Expenses or the Common Charges. Similarly, the Commercial Unit Owners shall not be required to provide such indemnity if and to the extent that the Claims or Liabilities and Expenses arose solely from a decision or transaction made alone by the Residential Board Members which affect only the Residential Space and do not affect the entire Condominium Association, those General Common Elements or the Association's General Properties that actually serve or are actually utilized by the Commercial Unit Owners or those General Common Expenses fairly and properly attributable to the Commercial Unit Owners.

Section 2.20 **Transactions by Declarant in Lieu of Condominium Board**

Until the first Condominium Board is elected by the Unit Owners following the First Closing of a Residential Unit (other than the Superintendent's Unit, if any), all business to be transacted by the Condominium Board, including all decisions to be made and actions to be taken, may be transacted, made and taken by Declarant (as the initial Owner of all Units) in lieu of the Board with the same validity, force and effect as though same had been done by the Board.

ARTICLE 3

OFFICERS

Section 3.1 **General**

3.1.1 Election

The principal officers of the Condominium Board shall be a President, a Co-President, two Vice Presidents, Secretary, Assistant Secretary and Treasurer, each of whom shall be elected by the following Board Members at a duly constituted meeting or by written notice to the other Unit Owner(s) in lieu of a Board meeting: (a) the Residential Board Members shall elect a President, a Vice President, a Secretary and a Treasurer; and (b) the Commercial Board Members shall elect a Co-President, a Vice President, and an Assistant Secretary.The Condominium Board shall also have the power to elect such other officers and assistant officers as it deem appropriate.

3.1.2 Powers and Duties

Generally, the officers will have all of the same powers and duties of the equivalent officer of a stock corporation organized under the Business Corporation Law of the State of New York ("**BCL**"). Assistant officers, in order of their seniority or in any other order determined by the applicable Board Members shall, in the absence or disability of the applicable principal officer, as the case may be, perform the duties and exercise the powers of the applicable principal officer, and shall perform such other duties as the applicable Board Members or the applicable principal officer shall prescribe, except that the officers elected exclusively by each the Sponsor Board Member(s) and the Commercial Board Members shall exercise such powers and perform such duties as the Sponsor Board Member(s) or the Commercial Board Members, respectively, shall prescribe, even though the President and Secretary shall not be absent or disabled, and except further that the officers elected exclusively by: (a) the Sponsor Board Members may act only in connection with the Operation and affairs of the Unsold Residential Units; and (b) the Commercial Board Members may act only in connection with the Operation and affairs of the Commercial Units.

3.1.3 Execution of Documents

Unless otherwise expressly provided elsewhere in these By-Laws or the Declaration or required by Law, all agreements, contracts, deeds, mortgages, leases, checks and other instruments and documents of the Condominium Association or Condominium Board shall be executed, upon the direction of the applicable Board Member(s) who elected such officers, by any two (2) officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by said applicable Board Member(s) who elected such officers.

3.1.4 Authorization

The applicable Board Members may, by resolution passed in accordance with the provisions hereof, authorize any officer to execute and deliver on behalf of the Board documents or other instruments necessary or desirable to the performance of its duties and obligations hereunder. Each of the principal officers (i.e., the President, Vice President, each co-Vice President, Secretary, each Assistant Secretary and Treasurer) are authorized to execute and deliver estoppel certificates regarding the payment of Common Charges or other matters related to a Storage Bin, Residential Unit or a Commercial Unit or its Owner to a Registered Mortgagee or a purchaser or tenant of an Owner's Unit or other parties reasonably entitled to such information.

Section 3.2 **President**

The President shall be the chief executive officer of the Condominium Association and shall preside at meetings of all Unit Owners and of the Residential Board Members. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the BCL, including the power to appoint the members of all committees created by the Board or the Residential Board Members from among the Unit Owners, and other Persons, subject to compliance with subsection 2.5.4 above.

Section 3.3 **Vice President and Co-Vice Presidents**

The Vice President elected by the Board shall take the place of the President and exercise and perform such President's powers and duties whenever same shall be absent or unable to act. Each co-Vice President elected exclusively by the Sponsor Board Member(s) or the Commercial Board Members, shall have all of the general powers and duties that are incident to the office of vice president of a stock corporation organized under the BCL. If the President and the Vice President or a co-Vice President are unable to act, the applicable Board Member(s) who elected such officers shall appoint some other member of the Condominium Board (in the case of the President) or other individual (in the case of the Vice President or a co-Vice President) to act in the place of such absent or incapacitated officer on an interim basis. The Vice President shall also perform such other powers and duties as shall be required from time to time by the Condominium Board or the President (as applicable). The co-Vice President elected exclusively by the Sponsor Board Member(s) and the co-Vice President elected exclusively by the Commercial Board Members shall also perform such other powers and duties as shall be required from time to time by the Sponsor Board Member(s) or the Commercial Board Members, respectively, but shall act in connection with only the Operation and affairs of the Unsold Residential Units or the Commercial Units, respectively.

Section 3.4 **Secretary and Assistant Secretaries**

The Secretary shall keep the minutes of all meetings of the Unit Owners, the Residential and Commercial Board Members and only the Residential Board Members. The Secretary shall have charge of such books and papers as the Residential and Commercial Board Members or only the Residential Board Members (as applicable) shall direct and, in general, shall have all of the powers and duties that are incident to the office of secretary of a stock corporation organized under the BCL. The Assistant Secretary elected exclusively by the Sponsor Board Member(s) and the Assistant Secretary elected exclusively by the Commercial Board Members shall have all of the same powers and duties as the Secretary, but shall act only in connection with the Operation and affairs of the Unsold Residential Units or the Commercial Units, respectively.

Section 3.5 **Treasurer**

The Treasurer shall have the care and custody of the funds and securities of the Condominium Association and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board or in the name of the Managing Agent and/or manager in such depositories as may from time-to-time be designated by the Board and, in general, shall have all of the powers and duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.6 **Election, Term of Office and Qualifications of Officers**

3.6.1 Election and Term

Each of the officers of the Condominium Board shall be elected annually by a majority of those Board Members attending a duly constituted organizational meeting of each new Condominium Board at which a quorum is present (except in case of an election to fill a vacancy or to create an additional or new officer), and shall serve at the pleasure of the Board Member(s) who elected such officer; subject and subordinate, however, to the right of the Sponsor Board Member(s) and the Commercial Board Members to each always exclusively elect a co-Vice President and an Assistant Secretary as provided in subsection 3.1.1 hereof.

3.6.2 Qualifications

The President shall be elected from among the members of the Condominium Board. The other officers of the Condominium Board, however, need not be members of the Condominium Board and need not be Unit Owners or have any interest in the Condominium or a Unit. Any single individual may hold any combination of offices, except that the offices of President and Secretary shall be held by different individuals.

Section 3.7 **Removal and Resignation of Officers**

3.7.1 Removal

An officer may be removed at any time "with" or "without cause" by an affirmative vote of a majority of those Board Members who attend a duly constituted Board meeting at which a quorum is present, except an officer appointed and designated exclusively by the Sponsor Board Member(s) or the Commercial Board Members may be removed "without" cause or explanation by only the Sponsor Board Member(s) or the Commercial Board Members, whoever elected such officer.

3.7.2 Resignation

Each officer may resign at any time by giving written notice to the applicable Board Member(s) who elected such officer. However, the President will be regarded as having resigned effective on the date such officer ceases to be a Board Member.

Section 3.8 **Vacancies**

A vacancy in an office shall be filled by a majority of the Condominium Board in attendance at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose, except that a vacancy of an officer elected exclusively by the Sponsor Board Member(s) or the Commercial Board Members shall be filled by vote of only the Sponsor Board Member(s) or the Commercial Board Members, respectively, without the necessity of a Board meeting.

Section 3.9 **Compensation of Officers**

No officer shall receive any compensation from the Condominium Association for acting as such.

Section 3.10 **Liability of the Officers of the Condominium**

3.10.1 Standard for Liability

The officers of the Condominium Association shall have no liability to the Unit Owners for errors of judgment, ordinary negligence or otherwise, except that each officer shall be liable thereto for such officer's own bad faith, self-dealing, gross negligence or willful misconduct.

3.10.2 Immunity

The officers of the Condominium Association shall have no personal liability for having acted in such capacity and such immunity from personal liability shall apply to all transactions of the Board authorized in these By-Laws or the Declaration, including each and every contract made, and other document executed, by or on behalf of the Condominium Board in accordance with these By-Laws or the Declaration, and each such contract and document shall so provide (however, the failure to so provide shall not, and shall not be construed to, in any way affect, change or waive such immunity from personal liability). Such contract or document shall be regarded as being made or executed by or on behalf of the Board as agent of all Unit Owners or only all Residential Unit Owners (as applicable) and the liability thereunder of an officer shall be to the extent only that such officer is a Unit Owner and then only as limited in Section 4.12 hereof.

3.10.3 Service Interruptions and Force Majeure

No officer of the Condominium Association (in his or her capacity as an officer) shall be liable for any Claims or Liabilities and Expenses for either: (a) any failure or interruption of any utility or other services to be obtained by any such officer on behalf of the Condominium Association or to be paid for as a Common Expense; or (b) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any portion of the Common Elements or the Association's Properties, and either: (b-1) caused by the Force Majeure, by any Unit Owner or by any other Person; (b-2) resulting from electricity, water, snow or ice, including water that may leak or flow from a Unit (including its appurtenant Balcony or Terrace, if any), its appurtenant Limited Common Element (if any) or Individual Limited Common Element (if established) or any portion of the Common Elements or the Association's Properties; or (b-3) arising out of theft or otherwise.

3.10.4 Indemnity

Subject to the limitation of liability contained in Section 4.12 below, the Unit Owners on whose behalf an officer of the Condominium Board acted shall jointly, or the Unit Owner on whose individual behalf an officer acted shall individually, indemnify such officer from and against any Claims and Liabilities and Expenses to others arising from such officer's acts or omissions as, or by reason of the fact that such individual is or was, an officer of the Condominium Board, except, however such officer shall not be indemnified to the extent that such Claims or Liabilities and Expenses shall be due to, or shall arise out of, the bad faith, self-dealing, gross negligence or willful misconduct of such officer. Accordingly, the officers elected exclusively by the Sponsor Board Member(s) or the Commercial Board Members shall not be indemnified by the Sold Residential Unit Owners if and to the extent that the Claims or Liabilities and Expenses arose solely from a decision or transaction made alone by the Sponsor Board Member(s) or the Commercial Board Members affecting only the Unsold Residential Units or the Commercial Units, respectively, and do not affect the entire Condominium Association, the Common Elements, the Association's Properties, the Common Expenses or the Common Charges. Similarly, the Commercial Unit Owners shall not be required to provide such indemnity if and to the extent only that the Claims or Liabilities and Expenses arise solely from a decision or transaction made alone by the Residential Board Members which affect only the Residential Space and do not affect the entire

Condominium Association, the Commercial Units, or those General Common Elements or those Association's General Properties that actually serve or are actually utilized by the Commercial Unit Owners or those General Common Expenses fairly and properly attributable to the Commercial Unit Owners.

ARTICLE 4

UNIT OWNERS

Section 4.1 **Annual Meetings of the Unit Owners**

4.1.1 First Meeting

The first meeting of Unit Owners shall be called to be held no later than approximately sixty (60) calendar days after the first anniversary of the First Closing of a Residential Unit under the Plan. If prior thereto, the number and Common Interest of the Sold Residential Units constitute more than fifty percent (50%) in number and Common Interest of all Residential Units, such first meeting will be called to be held within approximately thirty (30) calendar days after such 50% threshold is exceeded as provided in subsection 4.2.3 below. At such first meeting, the incumbent Condominium Board Member shall resign, or shall be deemed to have resigned, effective upon the qualification (in the case of an Independent Board Member) and election of a successor five (5)-member Condominium Board by the Unit Owners, as provided both in this Article 4 and in Article 2 hereof.

4.1.2 Subsequent Annual Meetings

Thereafter, annual meetings of the Unit Owners shall be held within approximately thirty (30) calendar days of the anniversary of the previous annual meeting, subject to the right of the Condominium Board (in its sole and absolute discretion) to change the date of such annual meeting to be held within approximately sixty (60) days after the issuance of the Condominium's financial statements for the immediately preceding year for financial reporting. Each such annual meeting is to be held at such time and place in the Borough of Manhattan and County of New York as shall be determined by the Condominium Board. At each such subsequent annual meeting, the Unit Owners shall elect a new Condominium Board and shall transact such other business as may properly come before such meeting, subject and subordinate, however, to the right of Commercial Unit Owners to exclusively appoint and designate two (2) Commercial Board Members and the right of Sponsor, as Owner of an Unsold Residential Unit (or, if Sponsor no longer owns any Unsold Unit, the then existing Unsold Residential Unit Owners, if any) to exclusively appoint and designate the number of Sponsor Board Members specified in Section 2.6.4 above.

Section 4.2 **Special Meetings of the Unit Owners**

4.2.1 Requirements For Special Meeting

The President shall call a special meeting of the Unit Owners or only the Residential Unit Owners (as applicable) whenever so directed by a duly adopted resolution of the Condominium Board (or Residential Board Members, if and as applicable) or upon receipt by the Secretary of a petition calling for such a meeting signed by any two (2) Board Members or by the Owners of not less than twenty-five (25%) percent of the Common Interests of all Units or all Residential Units (as applicable). Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting. Within ten (10) calendar days after receipt of such resolution or petition (as applicable), the President shall call such special meeting to be held within twenty (20) business days following said receipt thereof, unless the

purpose of a meeting is to consider an Amendment to the Declaration or these By-Laws, or to remove a Board Member, in which case the provisions of subsection 4.4.4 below apply. If the President fails to so timely call such special meeting, then any Board Member who voted for such resolution or any Unit Owner who signed such petition (as applicable) may so call such meeting by a notice of meeting in accordance with the requirements of Section 4.4 hereof (except that such notice need not be given by the Secretary).

4.2.2 Business of Meeting

No business shall be transacted at such special meeting except business reasonably related to purposes stated in the notice of special meeting or said petition.

4.2.3 Expiration of Sponsor Board Control Period

Notwithstanding anything to the contrary contained herein, after the expiration of the Sponsor Board Control Period (i.e., the period ending on the *earlier* of: (a) the date that the Unsold Residential Units constitute less than fifty percent (50%) in number and Common Interest of all Residential Units; or (b) the fifth anniversary of the First Closing of a Residential Unit under the Plan) Sponsor will cause the Sponsor Board Members to call a special meeting of the Residential Unit Owners. At such meeting, two (2) additional Independent Board Members will be elected to replace two (2) Sponsor Board Members, who will resign or be deemed to have resigned upon the election of such Independent Board Members, except a new five (5)-member Board will be elected if this is the first meeting of Unit Owners as provided in subsection 4.1.1 above. Such special meeting of Unit Owners is to be called to be held within approximately thirty (30) calendar days after the end of the Sponsor Board Control Period.

Section 4.3 **Place of Meetings**

Meetings of the Unit Owners shall be held at the principal office of the Condominium Association or at such other suitable and convenient place in the Borough of Manhattan, County of New York as may be designated by the Condominium Board (or applicable Board Members).

Section 4.4 **Notice of Meetings**

4.4.1 Contents

The Secretary of the Condominium Association shall give notice of each annual or special meeting of the Unit Owners or Residential Unit Owners to all Unit Owners or to all Residential Unit Owners, respectively, then of record on the books of the Condominium Association entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting.

4.4.2 Procedure

Such notice may be given to a Unit Owner by hand delivery, regular mail, telecopier (with electronic confirmation of transmission) or telegram at least ten (10) calendar days prior to the day fixed for the meeting (except as otherwise provided in subsection 4.2.1 above). Absent receipt by the Secretary of written notice of another address to which notices are to be sent, the delivery or mailing of such notice to any Unit Owner (other than Sponsor), addressed to the Owner's address at the Property, at least ten (10) calendar days prior to the day fixed for the meeting (or the period specified in subsection 4.2.1, if applicable) shall be conclusively deemed the giving of notice to such Unit Owner of such meeting. Notice to Sponsor or 141 Fifth Avenue LLC, as Owners of an Unsold Residential Unit or the Commercial

Units, respectively, shall be sent to the Sponsor's or 141 Fifth Avenue LLC's (as applicable) address set forth in Section 20.1.1(c) below.

4.4.3 Address Change

Any Unit Owner may designate an address other than such Unit Owner's address at the Property to which notices to such Owner are to be sent by giving written notice thereof to the Secretary not less than ten (10) calendar days prior to the giving of notice of the applicable meeting.

4.4.4 Required Approval or Consent of Unit Owners

Supplementing, modifying and superseding any inconsistency in Section 4.4.2 hereof, if the business to be conducted at any regular or special meeting of the Unit Owners or the Residential Unit Owners shall include the consideration of a proposed Amendment to the Declaration or these By-Laws or the Rules and Regulations or a Budget item or a transaction or matter requiring the approval or consent of the Unit Owners or only the Residential Unit Owners, or a proposal to remove a Board Member, the notice of such meeting shall be mailed to all Unit Owners or to all Residential Unit Owners, as applicable, at least thirty (30) calendar days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed Amendment, or shall include a reasonably detailed notice of the Budget item or transaction or matter requiring approval or consent, or the basis for removal of the Board Member (as applicable). In such case, the President shall call such meeting to be held not sooner than thirty-one (31) calendar days no later than sixty (60) calendar days following receipt by the Secretary of a Board resolution or a petition signed by the requisite percentage of Unit Owners calling for such meetings.

Section 4.5 **Quorum of the Unit Owners**

4.5.1 Quorum Requirement

Subject to subsection 4.5.3 below:

(a) attendance (in person or by proxy) of Owners of a majority in Common Interest of all Units will be required if the business or purpose of the meeting involves one (1) or more of the following: (a-1) the General Common Elements; (a-2) the Association's General Properties; (a-3) the General Common Expenses; (a-4) the General Common Charges; (a-5) all or a portion of both the Residential Space and the Commercial Units; or (a-6) the election or removal of Board Members or any other matter involving the Operation or affairs of the entire Property or the whole Condominium Association; or

(b) attendance (in person or by proxy) of the Owners of a majority in Common Interest of only all Residential Units shall be required for the transaction of any business involving only: (b-1) the Residential Common Expenses; (b-2) the Association's Residential Properties; (b-3) the Residential Common Charges; (b-4) all or a portion of the Residential Space; or (b-5) any other matter involving the Operation or affairs of only the Residential Space; or

(c) attendance (in person or by proxy) of the Owners of a majority in Common Interest of all Residential Units and the Office Unit shall be required for the transaction of any business involving only: (c-1) the Residential/Office Common Expenses; (c-2) the Association's Residential/Office Properties; (c-3) the Residential/Office Common Charges; (c-4) all or a portion of the Residential/Office Common Elements; or (c-5) any other matter involving the Operation or affairs of the Residential/Office Common Elements or both the Residential Space and the Office Unit.

Attendance at such meeting of Unit Owners shall be in person or by proxy.

Any business or transaction that affects only the Commercial Units may be conducted by the Commercial Board Members, or a Commercial Unit Owner (at its exclusive option) in lieu of the Commercial Board Member appointed and designated by such Commercial Unit Owner, without the necessity of a meeting of the Condominium Board or the Residential Unit Owners, and without the approval or consent of the Residential Board Members or the Residential Unit Owners or the other Commercial Unit Owner.

4.5.2 Adjournment

If, at any meeting of the Unit Owners or Residential Unit Owners there shall be less than a quorum present, Owners of a majority in Common Interest of Units or Residential Units, respectively, present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting. Notice of the adjourned date shall be sent to all Unit Owners or all Residential Unit Owners (as applicable) in accordance with subsection 4.4.2 above, except that the notice shall be given by hand delivery or telegram at least 24 hours before the adjourned date or by mail at least three (3) business days before the adjourned date.

4.5.3 Reduced Quorum

The provisions of subsection 4.5.1 to the contrary notwithstanding, if a meeting is adjourned two (2) or more times for the failure to attain a quorum, then the Unit Owners or Residential Unit Owners (as applicable) attending the next adjourned date for the meeting shall constitute a quorum for the transaction of business and the absentee Unit Owners or absentee Residential Unit Owners (as applicable) shall be deemed to have consented or approved the transactions affirmatively voted for by a majority of those Unit Owners or a majority of those Residential Unit Owners (as applicable), in number of Units and/or Common Interest (as applicable), or in Common Interest if not otherwise expressly provided, attending such next meeting; provided, however, that: (a) all Unit Owners or all Residential Unit Owners (as applicable) are given not less than ten (10) calendar days advance written notice of such adjourned date; (b) the notice shall set forth in reasonable detail the actions or business proposed to be transacted; and (c) the failure of a Commercial Unit Owner or an Unsold Unit Owner (including Sponsor) to attend on such adjourned date shall not be caused by Force Majeure.

Section 4.6 **Conduct of Meetings**

4.6.1 Presiding Officer

The President shall preside at the meetings of Unit Owners and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat. All votes of the Unit Owners shall be tallied by the individual(s) appointed by the presiding officer of the meeting.

4.6.2 Robert's Rules of Order

Unless in conflict with the terms of the Declaration, these By-Laws or the Condominium Act, each annual or special meeting of Unit Owners or Residential Unit Owners shall be conducted in accordance with the then current edition of Robert's Rules of Order, or any other rules of procedure acceptable to: (a) a majority in Common Interest of those Residential Unit Owners present at such meeting, in person or by proxy; and (b) (while there is any Unsold Residential Unit) Sponsor or (if

Sponsor no longer owns an Unsold Residential Unit) a majority in Common Interest of Unsold Residential Unit Owners; and (c) the Commercial Unit Owners (in the case of a meeting of all Unit Owners, but not in the case of a meeting of only Residential Unit Owners).

Section 4.7 **Order of Business**

The order of business at all meetings of the Unit Owners shall be as follows: (a) roll call; (b) proof of notice of meeting; (c) reading of the minutes of the preceding meeting (unless waived); (d) reports of officers of the Condominium Board; (e) reports of members of the Condominium Board; (f) reports of committees; (g) election of inspector(s) of election (when so required); (h) election of members of the Condominium Board (when so required); (i) unfinished business; and (j) new business.

Section 4.8 **Voting**

4.8.1 Number of Votes

Subject to the terms of Sections 4.8.2 and 4.9 hereof, each Unit Owner (including Sponsor and other Owners of Unsold Units, but excluding the Board or its nominee or designee as Owner of any Unit) shall be entitled to cast one (1) vote at all meetings of the Unit Owners for each 0.001% Common Interest appurtenant to each Unit owned by such Owner. Whenever the consent or approval of a specified number or percentage of Unit Owners is required in these By-Laws or the Declaration, then for quorum and voting purposes: (a) an Owner of more than one (1) Unit shall be counted as a separate Owner for each Unit so owned by such Unit Owner; and (b) if a Unit is owned by more than one (1) Person, all such Persons shall be counted as one (1) Unit Owner.

4.8.2 Disqualification

Notwithstanding the terms contained in subsection 4.8.1 hereof, no Sold Unit Owner may vote at any meeting of the Unit Owners if the Condominium Board has perfected a lien against such Owner's Unit and the amount necessary to release such lien has not been paid or discharged by bonding or otherwise at the time of such meeting. In addition, neither the Condominium Board nor any designee or nominee thereof shall be entitled to cast the votes appurtenant to any Unit owned by the Condominium Board or such designee or nominee. The Units and their appurtenant Common Interests of all Owners who are precluded from voting pursuant to the terms of this subsection 4.8.2 shall be excluded when computing the aggregate number and/or Common Interests (as applicable) of all Unit Owners for quorum and voting purposes. The provision of this Section 4.8.2 shall not apply to Unsold Residential Units or Commercial Units.

4.8.3 Fiduciary

A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity.

4.8.4 Co-Owners

If two (2) or more Persons own a Unit, they shall designate one Person amongst them to vote the Common Interest or votes appurtenant to their Unit in a writing given to the Secretary, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest or cast such votes under one (1) ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one (1) of them purports to vote such Common Interest or cast such votes without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest or votes

appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

4.8.5 Proxy

The Owner of any Unit may designate any individual to act as a proxy on such Owner's behalf. The designation of any such proxy shall be made in a writing both signed and dated by the Unit Owner and delivered to the Secretary or an Assistant Secretary at or before the appointed time for the meeting during which the same is to be effective.

4.8.6 Revocation of Proxy

Any such proxy designation shall be revocable at any time upon written notice given to the Secretary or an Assistant Secretary; however, no revocation of such a designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary or an Assistant Secretary. In addition, a proxy may be revoked by a Unit Owner who is personally present at a meeting of the Unit Owners, provided such Unit Owner submits a ballot on the form prescribed by the Secretary or an Assistant Secretary, which ballot states the name of the Unit Owner, the Owner's Unit designation number and is signed by the Unit Owner. In such case, the votes cast by the proxy holder shall not be counted and the votes cast by the Unit Owner's ballot shall be counted. The foregoing shall not preclude or prohibit a Unit Owner from giving an irrevocable proxy to a Permitted Mortgagee or a tenant under a lease of a Unit, provided the proxy is expressly stated to be irrevocable.

4.8.7 Duration

Except with respect to the designation of a Permitted Mortgagee to act as the proxy of its mortgagor-Unit Owner, or a tenant of all or a portion of a Commercial Unit to act as the proxy of its lessor, no designation to act as a proxy shall be effective for a period in excess of six (6) months after the date thereof. Photocopies, facsimiles or other mechanical reproductions of proxies shall be valid and counted for all purposes.

4.8.8 Vote Count

Except when otherwise required by Law or otherwise provided in the Declaration or in these By-Laws and subject and subordinate to Sponsor's veto control during only the Sponsor Veto Control Period as provided in subsection 2.5.8 above, the affirmative vote of a majority or other specified number or percentage of those Unit Owners or those Residential Unit Owners (as applicable), in number of Units and/or Common Interest (as applicable), or in Common Interest if not otherwise expressly provided, attending a duly constituted meeting of Unit Owners or Residential Unit Owners, respectively, at which a quorum is present shall be binding upon all Unit Owners or all Residential Unit Owners, respectively, for all purposes. An Owner of more than one (1) Unit shall be counted as a separate Owner for each Unit so owned by such Unit Owner. If a Unit is owned by more than one (1) Person, all such Persons shall be regarded as one (1) Unit Owner as to any vote count based on the number of Unit Owners. The Condominium Board or its designee or nominee shall not have any voting rights with respect to any Unit owned by the Board or its designee or nominee and all such Units owned by the Board or its designee or nominee, and all voting rights appurtenant to any Units owned by the Board or its designee or nominee, shall be excluded from the count of the Unit Owners and the number and Common Interests of Units for quorum and voting purposes.

4.8.9 Record Date for Voting

For purposes of determining the Unit Owners entitled to vote at any meeting of Unit Owners or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting of Unit Owners, or for the purpose of any other action, the record date on the books of the Condominium Association for any such determination of Unit Owners shall be at the close of business on the day next preceding the day of such meeting of Unit Owners or such adjourned meeting of Unit Owners or (if no meeting is held) the day on which consent or dissent on a proposal is expressed, even though a Unit Owner was not the Unit Owner of record on the books of the Condominium Association on the date of service of notice of the meeting. No additional notice of an annual or special meeting of Unit Owners or a proposal without a meeting of Unit Owners need be given to a new Unit Owner who was not the record Owner on the books of the Condominium Association on the date of giving such notice, and the failure of said new Unit Owner to receive such notice shall not be the basis of an objection or otherwise affect the validity, effectiveness or enforceability of the votes cast by Unit Owners.

Section 4.9 **Election of Members of the Condominium Board**

4.9.1 Composition of Members of the Condominium Board

The number of Independent Board Members to be elected each year and the number of Sponsor Board Members and Commercial Board Members to be appointed and designated each year following the First Closing of a Residential Unit under the Plan, and the rights and restrictions applicable to Sponsor and Unsold Residential Unit Owners to nominate candidates to serve as an Independent Board Member and the unrestricted rights of Sponsor and Unsold Residential Unit Owners to vote for all candidates to serve as Independent Board Members, shall be determined in accordance with Section 2.6 above (see in particular subsections 2.6.2 to 2.6.4).

4.9.2 Vote Count

When voting for Residential Board Members, each Residential Unit Owner (including Sponsor, for so long as Sponsor shall own any Unsold Residential Unit, and other Unsold Residential Unit Owners, if any) shall be entitled to cast for each Independent Board Member to be elected not more or less than one (1) vote for each 0.001% of Common Interest appurtenant to each and every Residential Unit owned by such Owner (for example, 1,406 votes if the Common Interest is 1.406%). Accordingly, the number of votes received by each candidate for whom a Residential Unit Owner casts a ballot will equal the total number of votes such Owner is entitled to cast (or, in the above example, 1,406 votes for each candidate).

4.9.3 No Cumulative Voting

A Unit Owner may not cumulate, split or otherwise transfer the number of votes such Unit Owner is entitled to cast from one candidate to another candidate. In addition, the terms of Sections 2.6 and 4.8 hereof shall apply to all elections of members of the Condominium Board.

4.9.4 Plurality

All elections of the Independent Board Members shall be determined by plurality vote.

4.9.5 Ballots

All elections of the Independent Board Members held from and after the first meeting of Unit Owners following the First Closing of a Residential Unit under the Plan shall be by written ballot. Each

ballot cast shall state: (a) the name of the Residential Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (b) the designation number(s) of the Residential Unit(s), if any, owned by the Residential Unit Owner; (c) the amount of the Common Interest(s) appurtenant to such Owner's Residential Unit(s) Unit(s), if any; and (d) the names of the candidates for whom such ballot is cast (the number of which names shall not exceed the number of members to be elected). Any ballot that is not cast substantially in conformity with this subsection 4.9.5 shall not be counted. All election ballots shall be retained in the records of the Condominium Association for at least three (3) years, appropriately segregated by election.

4.9.6 Board Member Designations

The Sponsor Board Member(s) shall be appointed and designated exclusively by Sponsor or its designee so long as it owns any Unsold Residential Unit and (after Sponsor no longer owns any Unsold Residential Unit) by a majority in Common Interest of the then existing Unsold Residential Unit Owners (if any). Each Commercial Board Member shall be appointed and designated exclusively by a Commercial Unit Owner or its designee. Each such appointment and designation shall be in writing delivered at the duly constituted meeting of Unit Owners at which a quorum is present or delivered in advance of such meeting to the Managing Agent or the President, Vice President, a co-Vice President, Secretary or an Assistant Secretary. Such written appointment and designation shall be retained in the records of the Condominium Association for at least three (3) years, appropriately segregated by election.

In the event that Sponsor no longer owns any Unsold Residential Unit and there is more than one (1) Unsold Residential Unit Owner, then the Sponsor Board Member(s) shall be appointed and designated by mutual agreement of the Unsold Residential Unit Owners. If they cannot agree, then the Sponsor Board Member(s) shall be elected by plurality of the votes cast by those Unsold Residential Unit Owners who are present (in person or by proxy) and voting at such meeting.

4.9.7 Voting Rights of Sponsor, Unsold Unit Owners and Commercial Unit Owners

Sponsor, each Unsold Unit Owner and the Commercial Unit Owners shall have the right to vote all of the Common Interests and votes appurtenant to the respective Units owned by each such Owner, except (as to an Unsold Residential Unit Owner) Sponsor shall have exclusive voting rights with respect to the election of the Sponsor Board Member(s) as provided herein and Section 2.6 hereof. At all elections held during only the Sponsor Board Control Period, the Sponsor or (if it no longer owns any Unsold Residential Unit) the Owner(s) of Unsold Residential Units shall have voting control of the election of a majority of the Residential Board Members and shall exclusively appoint and designate two (2) Sponsor Board Members and shall be entitled to vote its interests for the remaining one (1) Independent Board Member, who collectively will constitute a majority of all Board Members and all Residential Board Members, all as provided more fully in subsection 2.6.3 hereof. At all elections held after the end of Sponsor Board Control Period and for so long as there is at least one (1) Unsold Residential Unit, Sponsor (or if it no longer owns any Unsold Residential Unit, the Owner(s) of Unsold Residential Units) shall exclusively appoint and designate one (1) Sponsor Board Member, as provided more fully in such subsections 2.6.3 and 2.6.4 hereof. Each Commercial Unit Owner shall always have the exclusive right to appoint and designate one (1) Commercial Board Member.

Section 4.10 **Action Without a Meeting**

Any action required or permitted to be taken by the Unit Owners or Residential Unit Owners at a duly constituted meeting of Unit Owners or Residential Unit Owners, respectively, at which a quorum is present may be taken without such a meeting if such action is consented to, or approved in writing by, the required number and/or Common Interest (as applicable) of Unit Owners or Residential Unit Owners, respectively. All written consents or approvals given by such Unit Owners pursuant to this Section 4.10

shall be retained in the records of the Condominium Association for at least three (3) years together with a true copy of the resolutions to which they relate.

Section 4.11 **Title to Units**

Title to any Unit may be taken by any Person or by any two (2) or more Persons as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as Owners in severalty.

Section 4.12 **Joint, Non-recourse and Limited Liability of Unit Owners**

The liability of each Unit Owner to a judgment creditor, solely by reason of being a Unit Owner, for torts relating to the common elements or for contracts entered into, or transactions conducted, by the Condominium Board on behalf of the Unit Owners, and the indemnities contained in Sections 2.19.5 and 3.10.4, shall be limited to that portion of the total liability as the Common Interest appurtenant to such Owner's Unit bears to one hundred percent (100%), and shall be limited further to the interest of the Unit Owner in his or her Unit and its appurtenant Common Interest in the Common Elements.

In addition, the liability of each Unit Owner with respect to all transactions of, or on behalf of, the Condominium Board, including each and every contract made and other document executed by or on behalf of the Condominium Board:

(a) shall be without recourse for personal liability of the Unit Owner and limited to the Owner's legal and equity interest in the Owner's Unit and its appurtenant Common Interest;

(b) shall be limited to only the applicable Unit Owner(s) on whose behalf the Board is acting or the transaction primarily benefits (e.g., only all Residential Unit Owners in the case of an act on behalf of or primarily benefiting the Residential Unit Owners) and (if more than one (1) Unit Owner) each of whom shall be liable jointly but not severally; and

(c) said joint liability of each such Unit Owner shall be further limited to such portion of the total liability as the Common Interest appurtenant to such Owner's Unit bears to the total Common Interests of all such applicable Unit Owners on whose behalf the Board is acting or the transaction primarily benefits (collectively, "**non-recourse, limited and joint liability**").

Each contract made by, or on behalf of, the Condominium Board shall expressly provide for such non-recourse, limited and joint liability in accordance with the foregoing. However, the failure to so expressly provide shall not, and shall not be construed to, in any way affect, change or waive the non-recourse, limited and joint liability of Unit Owners as set forth herein.

In accordance with the foregoing, each Commercial Unit Owner shall only be jointly liable if, and strictly to the extent that, the transaction (including any contract or other document) affects those General Common Elements or those Association's General Properties that actually serve or are actually utilized by such Commercial Unit Owner, or such Owner's Commercial Unit, or is to be paid as part of those General Common Expenses that are fairly and properly attributable to such Commercial Unit Owner. The Commercial Unit Owners shall not be liable for any transaction that affects the Operation or affairs of only the Residential Space or the Association's Residential Properties, and the Residential Unit Owners shall not be liable for any transaction that affects the Operation or affairs of only the Commercial Units.

The provisions of this Section 4.12 are not applicable to, and shall not excuse, the personal liability of each Unit Owner for the payment of Common Charges (including Special Assessments and other additional Common Charges) levied or imposed by the Condominium Board.

ARTICLE 5

MAINTENANCE, REPAIRS AND ALTERATIONS OF UNITS AND COMMON ELEMENTS

Section 5.1 **Maintenance and Repairs**

5.1.1 Units and Common Elements

Except as otherwise provided in the Declaration or in these By-Laws, all Decorating, Maintenance and Repairs, whether structural or non-structural, ordinary or extraordinary (collectively, "**All Repair Work**"):

(a) in or to any Residential Unit, or Commercial Unit and all portions of each thereof (other than structural or extraordinary Repairs expressly stated elsewhere herein or in the Declaration to be performed by the Condominium Board) shall be performed in accordance and compliance with the Building's Maintenance Standard by the Owner of such Unit, at such Unit Owner's sole Cost and Expense, including the following portions and areas of the Unit (if and to the extent existing in the Unit): (a-1) the interior walls; (a-2) the finishes and coverings of the boundary walls, ceilings and floors; (a-3) the kitchen and bathroom fixtures and appliances in or exclusively serving the Unit; (a-4) all Unit windows and the portion of the glass curtain wall windows separating a Unit from its Terrace or Balcony, if any (including washing and cleaning the interior and exterior sides of Unit windows and glass curtain wall windows) and their frames, interior sills, panes, sashes, muntins, mechanisms and latches; (a-5) all interior and Unit entrance doors (including Balcony, Terrace and doors, if and as applicable) and their frames, hardware, glass and saddles; (a-6) all individual Unit plumbing, gas and electric Facilities and Equipment (whether exposed to view or concealed behind walls or partitions); (a-7) the Unit's individual HVAC units and related individual Unit Installations and fixtures, and those portions of the HVAC/Mechanical/Utility Building Systems exclusively serving the Unit, in each case whether exposed or concealed behind walls, floors or ceilings (but not the portions of the HVAC/Mechanical/Utility Building Systems serving another Unit or the Common Elements); (a-8) the lighting and electrical fixtures and related Equipment (including switches, outlets and branch lines) serving only the Unit and any Common Elements incorporated therein pursuant to Article 13 of the Declaration, but excluding any other Common Elements contained therein; (a-9) the Balcony, Terrace and (if and as applicable) appurtenant to a Residential Unit (but excluding the Balcony Structures or the Roof and Roof Structures under, in or enclosing a Balcony or Terrace, respectively); and (a-10) generally, all matters included as part of a Unit as set forth in Section 6.9 of the Declaration; or

(b) in or to the General Common Elements or Residential Common Elements (other than any Common Elements incorporated into one (1) or more Units pursuant to the terms of Article 13 of the Declaration) or the Association's Properties shall be performed in accordance and compliance with the Building's Maintenance Standard by the Condominium Board and the Costs and Expenses thereof shall be allocated and apportioned by the Condominium Board to all Units or to only all Residential Units, respectively, based on Usage (i.e., special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners) in accordance with the Special Allocation and Apportionment Rule, Section 339-m of the Condominium Act and as provided in Part I of the Plan and the First Year's Budget (SCHEDULE B) contained therein, Article 9 and Section 14.2 of the Declaration, the Budget Guidelines (EXHIBIT F to the Declaration) and these By-Laws; or

(c) in or to or any Residential Unit acquired by the Condominium Board under the Residential Conversion Restated Declaration, shall be performed by the Condominium Board as a Residential Common Expense and charged to only all Residential Unit Owners Pro Rata to their respective Common Interests and no portion thereof shall be assessed or charged to the Retail and Office Unit Owners;

(d) in or to a Limited Common Element appurtenant to a Unit (if established), shall be performed by the Owner of the Unit to which such Limited Common Element is appurtenant, at such Owner's sole Cost and Expense;

(e) in or to the Immediately Adjacent Sidewalks to the Property shall be performed by the Condominium Board as a General Common Expense and charged to all Unit Owners Pro Rata to their respective Common Interests; and

(f) in or to the Vaults shall be performed by the Condominium Board (in the case of the General Vault or a Residential Vault) or the Retail Unit Owner (in the case of a Retail Vault) and charged to the following Unit Owners: (f-1) in the case of the General Vault, all such Costs and Expenses shall be included in the General Common Expenses and assessed to all Unit Owners Pro Rata to their respective Common Interests; (f-2) in the case of a Residential Vault, all such Costs and Expenses shall be specially allocated and assessed to only the Owners of the Residential Units as a Residential Common Expense; and (f-3) in the case of a Retail Vault, all such Costs and Expenses shall be specially allocated and assessed to only the Retail Unit Owner.

(g) in or to the Residential/Office Common Elements (other than any Common Elements incorporated into one (1) or more Units pursuant to the terms of Article 13 of the Declaration) or the Association's Residential/Office Properties shall be performed in accordance and compliance with the Building's Maintenance Standard by the Condominium Board and the Costs and Expenses thereof shall be allocated and apportioned by the Condominium Board to all Units or to only all Residential Units and Office Unit, respectively, based on Usage (i.e., special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners) in accordance with the Special Allocation and Apportionment Rule, Section 339-m of the Condominium Act and as provided in Part I of the Plan and the First Year's Budget (SCHEDULE B) contained therein, Article 9 and Section 14.2 of the Declaration, the Budget Guidelines (EXHIBIT F to the Declaration) and these By-Laws.

In accordance with the foregoing:

(w) the Costs and Expenses of All Repair Work in or to the Residential/Office Common Elements or the Association's Residential/Office Properties shall be included in the Residential/Office Common Expenses, which shall be specially allocated to only all Residential Unit Owners and Office Unit Owner apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and said Section 339-m, based on their exclusive or substantially exclusive Usage thereof;

(x) the Costs and Expenses of All Repair Work in or to the General Common Elements or the Association's General Properties shall be included in the General Common Expenses, which shall be allocated to all Residential Unit Owners and the amount thereof allocated to the Commercial Unit Owners shall be limited and restricted strictly to the extent of their allocable share of only that portion of the Costs and Expenses to Maintain and Repair those General Common Elements or those Association's General Properties that actually serve or are actually utilized by the Commercial Unit Owners;

(y) the General Common Expenses allocated to all Unit Owners shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount of a General Common Expense item fairly and properly attributable to the Commercial Unit Owners or to the Residential Unit Owners would otherwise require, in which case such fair and proper apportionment shall be used (such as in the case of the Specially Apportioned General Common Expenses, as provided in Section 9.1.3. of the Declaration);

(z) the Costs and Expenses of All Repair Work in or to the Residential Common Elements or the Association's Residential Properties shall be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and said Section 339-m, based on their exclusive or substantially exclusive Usage thereof;

(aa) the Costs and Expenses of All Repair Work in or to (aa-1) the Limited Common Elements appurtenant to specified Residential Units (if established) shall be borne solely by the Owners of such Units Pro Rata to their respective Common Interests or as otherwise provided in an Amendment to the Declaration establishing said Limited Common Elements; or (aa-2) an Individual Residential Limited Common Element appurtenant to a Residential Unit (if established) shall be paid solely by the Owner of such Residential Unit, except structural or extraordinary Repairs to the Limited Common Element or Individual Residential Limited Common Element not caused by the acts or omissions of said applicable Residential Unit Owner(s) having exclusive or substantially exclusive use thereof shall be performed by the Condominium Board as part of the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests;

(bb) the Costs and Expenses of All Repair Work in or to an Individual Commercial Limited Common Element appurtenant to a Commercial Unit (if established) shall be paid solely by the Owner of such Commercial Unit;

(cc) the Costs and Expenses of All Repair Work in or to any Residential Unit (including the Superintendent's Unit) acquired, leased, held or Operated by the Condominium Board, or its nominee or designee, shall be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and said Section 339-m; and

(dd) the Costs and Expenses of All Repair Work in or to the Immediately Adjacent Sidewalks to the Property shall be paid by the Condominium Board as part of the General Common Expenses, which shall be allocated to all Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests.

(ee) the Costs and Expenses of All Repair Work in or to the Vaults shall be paid by the Condominium Board (in the case of the General Vault) or the applicable Unit Owners or Unit Owner having exclusive use of the Vault (i.e., the Residential Vaults or the Retail Vaults) and charged to the following Unit Owners: (f-1) in the case of the General Vault, all such Costs and Expenses shall be included in the General Common Expenses and assessed to all Unit Owners Pro Rata to their respective Common Interests; (f-2) in the case of the Residential Vaults, all such Costs and Expenses shall be specially allocated and assessed to only the Owners of the Residential Units as

a Residential Common Expense; and (f-3) in the case of the Retail Vaults, all such Costs and Expenses shall be specially allocated and assessed to only the Retail Unit Owner.

5.1.2 Lot Line Windows and Vaults. Notwithstanding anything to the contrary contained herein:

(a) if the closure (i.e. walling-up) or reduction in size of lot line windows (if any) of a Residential Unit is required, such closure or reduction (as applicable) shall be performed by the Condominium Board and the Costs and Expenses thereof shall be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests; and

(b) if The City of New York revokes the right, license or permit to use a Vault, the Work to seal such Vault and to relocate the Equipment and Installations located therein shall be performed by the Condominium Board (in the case of the General Vault) or the affected Commercial Unit Owner (in the case of a Retail Vault) and all Costs and Expenses of such Work shall be borne as follows: (b-1) in the case of the General Vault, such Costs and Expenses shall be included in the General Common Expenses, which shall be allocated to all Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests, except the Costs and Expenses to relocate any Residential Equipment housed therein shall be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and Section 339 m, and the Costs and Expenses to relocate the Commercial Equipment housed therein shall be borne by the applicable Commercial Unit to which same is appurtenant; or (b-2) in the case of a Retail Vault, such Costs and Expenses shall be borne entirely by the Retail Unit Owner; or (b-3) in the case of a Residential Vault, such Costs and Expenses shall be borne entirely by the Residential Unit Owners as a Residential Common Expense.

5.1.3 Unit Windows and Doors

Notwithstanding anything to the contrary provided in subsection 5.1.1 above:

(a) the exterior (outdoor) and interior (indoor) glass surfaces of all windows of each Unit and said portion of the glass curtain wall windows separating a Unit from its Terrace or Balcony, if any, are to be washed and cleaned in accordance with applicable Laws and the Building's Maintenance Standard and good construction practices by the Owner of such Unit at such Owner's sole Cost and Expense;

(b) air and water penetration between the Building Walls and the window or said glass curtain wall windows of a Residential Unit, or the Storefronts of the Retail Unit, shall be Repaired as follows: (b-1) in the case of a Residential Unit: all such Repairs shall be performed by the Condominium Board and the Costs and Expenses thereof shall be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests; or (b-2) in the case of the Retail Unit or Office Unit: the Owner of the Retail Unit or Office Unit (as the case may be), at such Owner's sole Cost and Expense, shall perform all such Repairs;

(c) each Unit Owner, at such Owner's sole Cost and Expense, shall Maintain and Repair in accordance with the Building's Maintenance Standard and good construction practices broken windows, broken glass doors and glass curtain wall windows separating a Unit from its Balcony

or Terrace and broken glass of a (including their panes, latches, operating mechanisms, mullions and sashes) and interior window sills of the Owner's Unit;

(d) all doors to a Unit's entrance, Balcony, Terrace and (if and as applicable), and all interior doors of a Unit (including their frames, hardware and saddles) are to be Maintained and Repaired in accordance with the Building's Maintenance Standard and good construction practices by the Owner of such Unit, at such Owner's sole Cost and Expense;

(e) the exterior sides of windows, said glass curtain wall windows and the of a Sold Residential Unit, and the exterior sides of Unit entrance, Balcony, Terrace and (if and as applicable) doors of a Sold Residential Unit (including door frames, hardware and saddles) shall be Maintained and Repaired in accordance with (and shall not be painted, colored, covered or otherwise Decorated or Altered in violation of) the requirements of Section 10.13 (f), (g) and (h) of the Declaration; and

(f) the Unit entrance door (including a door to a Balcony, Terrace and , if and as applicable) of a Sold Residential Unit (including each such door's frame, hardware and saddles), and the windows, said glass curtain wall windows and of a Sold Residential Unit shall not be replaced or Altered without obtaining the prior written Discretionary Approvals or Consents of both the Condominium Board and (during only the Sponsor Veto Control Period and until the permanent Certificate of Occupancy of the Building issues authorizing the use of all Units for the purposes set forth in the Declaration) Sponsor.

5.1.4 Major Repairs to Sold Residential Units

A Sold Residential Unit Owner shall not make any of the following Repairs (collectively, "**Major Repairs**" and individually, "**Major Repair**") to the Owner's Sold Unit or its Installations without complying with the "Unit Alteration/Repair Requirements" (as defined and set forth in subsection 5.2.4 below) and obtaining the following prior written approvals or consents:

(a) the case of a Major Repair affecting the Structural Components of the Building, the Unit entrance or entrance doors, windows, said glass curtain wall windows, Balcony or Terrace (if any), or any other portion of a Sold Unit exposed to public view: the written Discretionary Approvals or Consents must first be obtained from both: (a-1) the Residential Board Members; and (a-2) Sponsor (during only the Sponsor Veto Control Period and until the issuance of the permanent Certificate of Occupancy of the Building authorizing the use of all Units for the purposes set forth in the Declaration); or

(b) in the case of a Major Repair affecting the HVAC/Mechanical/Utility Building Systems: the prior written Reasonable Approval or Consent must first be obtained from the Residential Board Members and (during the Sponsor Veto Control Period and until said permanent Certificate of Occupancy of the Building issues) the prior written Discretionary Approval or Consent of Sponsor must also first be obtained.

5.1.5 All Repair Work and Alterations to Unsold Units and Commercial Units

Each Unsold Unit Owner (including Sponsor) and each Commercial Unit Owner shall have the right to perform All Repair Work (including all Major Repairs) to, and Alter, such Owner's Unit, and (if established) its appurtenant Limited Common Element or Individual Limited Common Element, Freely and Without Consent, Payment or Restriction, other than the requirement to perform same in compliance with the applicable Work Requirements set forth in Section 15.2 of the Declaration.

5.1.6 Report of Defects

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect or need for Repairs for which the Condominium Board is responsible pursuant to the terms hereof.

5.1.7 Performance Standard

All Repair Work performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in accordance with the Building's Maintenance Standard and good construction practices and in such a manner as shall not unreasonably disturb or interfere with the Use and Enjoyment of any other Unit by its Owner or such Owner's Permitted Tenants/Occupants/Invitees.

5.1.8 General Maintenance Standard of Units and Common Elements

Each Unit (including its Storefronts, windows, said glass curtain wall windows and (both the indoor and outdoor sides), Unit entrance or entrance doors, Balcony or Terrace (if any) and all portions thereof exposed to public view) and the Common Elements (including all portions thereof used by the public or exposed to public view) shall be kept, washed and Maintained in accordance with the Building's Maintenance Standard and good construction practices by, respectively, the Owner of such Unit and the Condominium Board. Each Unit Owner or the Condominium Board (as applicable) shall with reasonable diligence and continuity perform All Repair Work necessary to comply with the foregoing.

5.1.9 Neglect

Each Unit Owner shall be responsible for any and all damage to any other Unit or to the Common Elements resulting from such Owner's failure to Maintain and Repair the Owner's Unit (including its Equipment and Installations or (if established) its appurtenant Limited Common Element or Individual Limited Common Element in accordance with these By-Laws or the Declaration.

5.1.10 Floors of Sold Residential Units

Each Sold Residential Unit Owner shall be obligated, at the Owner's sole Cost and Expense, to cover at least 80% of the indoor floor areas of such Owner's Unit (other than the kitchen, pantry (if any), bathroom(s), powder room (if any) and closets) with carpeting, rugs or equally effective noise reducing material Reasonably Approved in writing by the Condominium Board, unless the Condominium Board consents in writing to make exceptions for the Owner's Unit (such consent to be within the sole and absolute judgment and discretion of the Condominium Board).

5.1.11 Terrace or Balcony of Sold Residential Unit

If at the time of occupancy of a Sold Residential Unit to which a Terrace is appurtenant, no treated wood deck, pavers, tiles or other protective flooring or covering constituting such Unit's Terrace is installed, the Roof adjacent to such Unit shall not be walked upon, nor shall any fence, wall, planter, partition, structure or other Balcony/Terrace Object be constructed, installed or placed thereon or therein, without such Sold Residential Unit Owner or Sponsor (whoever is obligated under the Purchase and Sale Agreement for such Residential Unit), at the sole Cost and Expense of such Party, first installing a treated wood deck, pavers, tiles or other protective flooring or covering that safeguards said adjacent Roof and (if such Party is the Purchaser of the Unit) that is first Reasonably Approved or Consented to in writing by Sponsor (during only the Sponsor Veto Control Period and until said permanent Certificate of Occupancy of the Building issues) or (if the installation is to be made after the end of the Sponsor Veto Control Period and the issuance of said permanent Certificate of Occupancy) the Condominium Board. The foregoing is not applicable to Unsold Residential Units, as to which no approvals or consents of the

Condominium Board or other Unit Owners shall be required for the construction or installation of the protective flooring or covering constituting the Terrace of such Unsold Residential Unit. The Terrace or Balcony appurtenant to a Sold Residential Unit, and the walls, parapets, copings, railings and other Roof Structures or Balcony Structures (as applicable) enclosing same, shall not be landscaped, painted, furnished, enclosed, partitioned or otherwise Decorated or Altered, nor shall any Balcony/Terrace Object be constructed, installed or placed thereon or therein, without obtaining the prior written Discretionary Approvals or Consents of both Sponsor (during only the Sponsor Veto Control Period and until issuance of said permanent Certificate of Occupancy of the Building) and the Condominium Board. The protective flooring or covering of a Terrace of a Sold Residential Unit shall not be removed, Altered or penetrated without first obtaining the Discretionary Approval or Consent of Sponsor (during only the Sponsor Veto Control Period and until issuance of said permanent Certificate of Occupancy of the Building) and the Reasonable Approval or Consent of the Condominium Board. The foregoing restrictions and requirements do not apply to a Terrace or Balcony of an Unsold Unit, which Sponsor or other Owner thereof may Decorate and Alter without the approval or consent of the Condominium Board or other Unit Owners.

5.1.12 Boundary Walls, Floors and Ceilings

Notwithstanding anything herein contained to the contrary, the Condominium Board shall perform All Repair Work in or to the following:

(a) the Building Walls and the Party Walls enclosing: (a-1) a Residential Unit (but not Repairs to: the Unit's windows, or the portion of the glass curtain wall window separating the Unit from its Terrace or Balcony, or the Unit side of wall finishes or coverings, such as paint, wallpaper, wood panel or other surface material); or (a-2) the Residential Common Elements, the General Common Elements or the Association's Properties;

(b) the Base Floors and any subflooring (but not Repairs to the floor finishes or coverings thereon within the interior of a Unit, including tile, wood, carpet or other surface material) and Base Ceilings (but not Repairs to ceiling finishes or coverings within the in the interior of a Unit, such as paint, plaster, sheetrock or other decorative material) of: (b-1) Residential Units; or (b-2) the Residential Common Elements, the General Common Elements or the Association's Properties; and

(c) the Roof and the Roof Structures under, in and enclosing a Terrace or the Balcony Structures under, in and enclosing a Balcony (but not Repairs to any wood deck, pavers, tiles or other protective flooring or covering comprising a Terrace or the top surface comprising a Balcony.

All Repair Work with respect to the excluded items in the preceding clauses (a), (b) and (c), and to the portions of the Party Walls, Base Floors and Base Ceilings which are part of a Commercial Unit, shall be performed by, and at the sole Cost and Expense of, each applicable Unit Owner.

The Costs and Expenses of All Repair Work to the foregoing portions of the Common Elements shall be allocated, apportioned assessed by the Condominium Board as follows in accordance with the Special Allocation and Apportionment Rule and Section 339-m of the Condominium Act:

(a) in the case of All Repair Work in or to the foregoing that comprise part of the Residential Common Elements (including the Roof and Roof Structures under, in and enclosing a Terrace or the Balcony Structures under in and enclosing a Balcony) or the Association's Residential Properties: all such Costs and Expenses shall be paid by the Condominium Board as part of the Residential Common Expenses, which shall be specially allocated to only all Residential Unit

Owners and apportioned and assessed among them Pro Rata to their respective Common Interests; or

(b) in the case of All Repair Work in or to the foregoing that comprise part of the Residential/Office Common Elements or the Association's Residential/Office Properties: all such Costs and Expenses shall be paid by the Condominium Board as part of the Residential/Office Common Expenses, which shall be specially allocated to all Residential Unit Owners and the Office Unit Owner and apportioned and assessed among them Pro Rata to their respective Common Interests; or

(c) in the case of All Repair Work to the foregoing that are expressly stated to comprise part of the General Common Elements or the Association's General Properties: all such Costs and Expenses shall be paid by the Condominium Board as part of the General Common Expenses, which shall be allocated to all Residential Unit Owners and the amount allocated to each Commercial Unit Owner shall be limited and restricted strictly to the extent required to reflect the amount thereof fairly and properly attributable to such Commercial Unit Owner based strictly on such Owner's Usage thereof in accordance with Part I of the Plan, said First Year's Budget (SCHEDULE B) contained therein, these By-Laws, Article 9 of the Declaration and the Budget Guidelines (EXHIBIT F to the Declaration); and the amount so allocated to all Unit Owners in accordance with the foregoing shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount fairly and properly attributable to a Commercial Unit Owner or to the Residential Unit Owners would otherwise require, in which case such fair and proper apportionment shall be used.

5.1.13 General Obligation of Unit Owners

Each Residential Unit Owner, at such Owner's sole Cost and Expense, shall generally be obligated to perform All Repair Work to the Owner's Residential Unit and its Equipment and Installations and (if established) appurtenant Individual Limited Common Element in accordance and compliance with the applicable Work Requirements set forth in Section 15.2 of the Declaration, except as may otherwise expressly be provided elsewhere in these By-Laws or the Declaration. No Sold Unit Owner shall perform any Repairs to the Owner's Sold Unit without obtaining the prior written Discretionary Approvals or Consents of the Condominium Board and (during only the Sponsor Veto Control Period and until said permanent Certificate of Occupancy of the Building issues) Sponsor. The foregoing restriction is not applicable to Unsold Units or Commercial Units, which may be Repaired by the Owner thereof Freely and Without Consent, Payment or Restriction, other than the applicable Work Requirements contained in Section 15.2 of the Declaration.

5.1.14 General and Residential Common Elements In or Adjacent to Units

The Condominium Board shall be obligated to perform All Repair Work in or to the General or Residential or Residential/Office Common Elements in, or adjacent to, a Unit in accordance and compliance with the applicable Work Requirements set forth in Section 15.2 of the Declaration, unless necessitated by the acts, omissions, negligence, misuse, abuse or neglect of a Unit Owner (in which case same shall be Repaired by the Board at the expense of the applicable Unit Owner as provided elsewhere herein). The Costs and Expenses of All Repair Work thereto shall be allocated, apportioned and assessed by the Condominium Board as follows in accordance with the Special Allocation and Apportionment Rule and said Section 339-m:

(a) in the case of Residential Common Elements in, or adjacent to, a Unit: all such Costs and Expenses shall be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Units and apportioned and assessed among them Pro Rata to their respective Common Interests; and

(b) in the case of General Common Elements in, or adjacent to, a Unit: all such Costs and Expenses shall be included in the General Common Expenses, which shall be allocated to all Residential Unit Owners and the amount allocated to a Commercial Unit Owner shall be limited and restricted strictly to the extent required to reflect the amount thereof fairly and properly attributable to such Commercial Unit Owner based strictly on such Owner's Usage thereof in accordance with these By-Laws, Article 9 of the Declaration, Part I of the Plan and said First Year's Budget (SCHEDULE B) contained therein, and said Budget Guidelines (EXHIBIT F to the Declaration); and the amount allocated to all Unit Owners in accordance with the foregoing shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount fairly and properly attributable to a Commercial Unit Owner or to the Residential Unit Owners would otherwise require, in which case such fair and proper apportionment shall be used.

(c) in the case of Residential/Office Common Elements in, or adjacent to, a Unit: all such Costs and Expenses shall be included in the Residential/Office Common Expenses, which shall be allocated to all Residential and Office Unit Owners and the amount allocated to the Office Unit Owner shall be limited and restricted strictly to the extent required to reflect the amount thereof fairly and properly attributable to such Office Unit Owner based strictly on such Owner's Usage thereof in accordance with these By-Laws, Article 9 of the Declaration, said Section F of the Plan and said First Year's Budget (SCHEDULE B) contained therein, and said Budget Guidelines (EXHIBIT F to the Declaration); and the amount allocated to all Residential and Office Unit Owners in accordance with the foregoing shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount fairly and properly attributable to the Office Unit Owner or to the Residential Unit Owners would otherwise require, in which case such fair and proper apportionment shall be used.

5.1.15 Cooperation of Board

The Condominium Board shall reasonably cooperate with, and at the sole Cost and Expense of, each Unit Owner in connection with any Repair permitted to be made to, or in connection with, the Owner's Unit, its individual Equipment and Installations, and (if established) its appurtenant Limited Common Element or Individual Limited Common Element. In furtherance of such cooperation, the Condominium Board shall promptly execute and deliver any Government Document required in connection therewith, subject to the Owner's compliance with the following:

(a) such Unit Owner shall pay all required governmental fees and charges;

(b) (in the case only of a Sold Residential Unit) the Owner of such Sold Unit shall be required to pay all reasonable professional fees (including legal, architect, engineering and other professionals and consultants) and disbursements incurred by the Condominium Board to review the Government Document and to review any accompanying drawings and specifications (such fees and disbursements shall not be charged to the Unsold Unit Owners or a Commercial Unit Owner); and

(c) such Unit Owner shall indemnify the Condominium Board, its members, officers, attorneys, agents (including Managing Agent) and employees, and all other Unit Owners, from and against any and all Claims and Liabilities and Expenses arising from the Government Document

executed by the Condominium Board and from any related Work performed by, or for, such Unit Owner by the Owner's Agents, Employees and Contractors.

Section 5.2 **Alterations and Major Repairs**

5.2.1 Required Approvals or Consents

A Sold Residential Unit Owner shall not make any of the following Alterations or Repairs to the Owner's Sold Unit or its Equipment or Installations without complying with the "Unit Alteration/Repair Requirements" (as defined and set forth in subsection 5.2.4 below) and obtaining the following prior written approvals or consents:

(a) in the case of an Alteration or Repairs affecting the Structural Components of the Building or any portion of a Sold Residential Unit exposed to public view (including the entrance door to a Unit, , Balcony, Terrace, or a Unit window, said glass curtain wall window and a Balcony, Terrace or , if and as applicable): the prior written Discretionary Approvals or Consents must first be obtained of both the Residential Board Members and (during only the Sponsor Veto Control Period and until the issuance of said permanent Certificate of Occupancy of the Building) Sponsor; or

(b) in the case of an Alteration or Repair affecting the HVAC/Mechanical/Utility Building Systems, the prior written Reasonable Approval or Consent of the Residential Board Members must first be obtained and (during only the Sponsor Veto Control Period and until the issuance of said permanent Certificate of Occupancy of the Building) the prior written Discretionary Approval or Consent of Sponsor must also first be obtained.

The foregoing approvals or consents do not apply to, and are not required in connection with, the following:

(x) the furnishing, painting and otherwise Decorating of the indoor portions of a Sold Residential Unit that do not involve its windows, said glass curtain wall window, , the exterior side of the doors to a Unit, a Balcony or a Terrace, or other portions of such Unit exposed to public view;

(y) any Alterations (structural or nonstructural, extraordinary or ordinary, or otherwise): (y-1) to Unsold Residential Units (including their Equipment, Installations, Unit or entrance doors, windows, said glass curtain wall windows, , Balcony or Terrace (if any) and any other portions of such Units exposed to public view); or (y-2) to a Commercial Unit; or

(z) any Alterations made by an Authorized First Sold Residential Unit Owner that are first approved or consented to in writing by Sponsor.

No Alterations shall be made to a Sold Unit by the Owner of such Sold Unit without obtaining the prior written Discretionary Approvals or Consents of both the Condominium Board and (during only the Sponsor Veto Control Period and until said permanent Certificate of Occupancy of the Building issues) Sponsor. The foregoing restriction is not applicable to Unsold Units or Commercial Units, which may be Altered by the Owner thereof Freely and Without Consent, Payment or Restriction, other than compliance with the applicable Work Requirements contained in Section 15.2 of the Declaration.

5.2.2 Silence Deemed to be Approval

Except as prohibited by Law, in the event that the Condominium Board or Sponsor shall fail to answer any written, reasonably detailed request for approval within thirty (30) calendar days after such request is received, such failure to respond shall constitute the consent or approval of the Condominium Board or Sponsor (as applicable) thereto.

5.2.3 Unit Change

Notwithstanding anything to the contrary contained in subsection 5.2.1 or Section 5.1 above, Sponsor, an Unsold Unit Owner, a Commercial Unit Owner and an Authorized First Sold Residential Unit Owner shall each have the right, from time to time, to make a Unit Change as provided in Section 13.1 of the Declaration, Freely and Without Consent, Payment or Restriction, other than those set forth in Sections 13.2 and 15.2 of the Declaration. If a Sold Unit Owner is permitted to combine all or portions of two (2) or more Units that are horizontally or vertically adjacent to each other, such Owner will have the right to incorporate and remove portions of the Common Elements between or immediately adjacent to such Owner's Units (such as: the wall space between, or the portion of a hallway serving only, such Owner's horizontally adjacent Units; or the floor slab between such Owner's vertically adjacent Units), without paying any license or use fee or rental or other charge by reason thereof (unless the approval or consent of the Board thereto is required and is conditional upon payment of such license or use fee, rental or charge), but subject to such incorporation and removal of portions of the Common Elements:

(a) being performed in compliance with the "Unit Alteration/Repair Requirements" as defined and set forth in subsection 5.2.4 below;

(b) not preventing or unlawfully impairing legal access of other Units to the egress stairs, elevators, lobby or street entrance to the Building; and

(c) not diminishing or adversely and unreasonably affecting: (c-1) the proper and efficient performance, function, capacity or utility of the Building's Equipment and Installations serving other Units or the Common Elements; or (c-2) the use of the Common Elements serving other Units for their intended purposes.

5.2.4 Unit Alteration/Repair Requirements

All Unit Alterations (i.e., permitted non-Structural and Structural Alterations) and/or permitted Major Repairs (collectively, "**Unit Alterations/Repairs**") by a Sold Residential Unit Owner (but not Unit Alterations/Repairs by an Unsold Residential Unit Owner or a Commercial Unit Owner, neither of whom shall be subject to the following) shall and must comply with the following requirements ("**Unit Alteration/Repair Requirements**"):

(a) such Unit Alterations/Repairs Work shall not commence until the Sold Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all Governmental Authorities having jurisdiction, procures all required approvals, permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, approvals, permits and licenses to the Board or its Managing Agent (as directed by either) and Sponsor (during only the Sponsor Veto Control Period and until issuance of said permanent Certificate of Occupancy);

(b) such Unit Alterations/Repairs Work shall be prosecuted diligently and with continuity to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(c) such Unit Alterations/Repairs Work shall be performed in accordance and compliance with: (c-1) all applicable Work Requirements set forth in Section 15.2 of the Declaration (but subject and subordinate to Sponsor's Rights, including those set forth in Section 15.2(k) of the Declaration); and (c-2) the Work rules of the Building adopted by the Condominium Board from time to time;

(d) the Condominium Board, its Managing Agent and Sponsor (during only the Sponsor Veto Control Period and until issuance of said permanent Certificate of Occupancy), and their respective employees and representatives, shall be given reasonable access and opportunity, from time to time, to inspect and monitor such Unit Alterations/Repairs Work as it progresses;

(e) all contractors involved in such Unit Alterations/Repairs Work shall be duly licensed to the extent required by applicable Law and, if required under any contract with any union whose members are performing services at the Building directly or indirectly at the behest, for the benefit, or for the account of Sponsor or the Condominium Board, such Unit Alterations/Repairs Work shall be performed solely by union members;

(f) promptly after the completion of such Unit Alterations/Repairs Work, all necessary inspections, approvals and sign-offs of Governmental Authorities having jurisdiction thereof shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate Governmental Authorities and the Condominium Board or its Managing Agent (as directed by either) shall be given copies of all such inspections, approvals, notices and certifications;

(g) the Unit Alterations/Repairs shall comply with all applicable Laws;

(h) before Work commences, the Sold Unit Owner shall give the Condominium Board and (during only the Sponsor Veto Control Period and until issuance of said permanent Certificate of Occupancy of the Building) Sponsor written notice of the details of the proposed Unit Alterations/Repairs and (if requested) complete drawings showing all proposed construction changes prepared by an architect, engineer or other appropriate professional;

(i) no Unit Alterations/Repairs (including all furnishing, painting and other Decorations) shall be performed that will affect a Sold Residential Unit's Balcony, Terrace or (if and as applicable), or involve any fence, wall, planter, partition, structure or other Balcony/Terrace Object to be constructed, installed or placed on or in such Balcony or Terrace, or affect the windows, said glass curtain wall windows, or entrance doors to a Unit, a Balcony or a Terrace, or other portions of the Sold Residential Unit and (if established) its appurtenant Individual Limited Common Element exposed to public view, unless the Owner of such Sold Residential Unit shall obtain the prior written Discretionary Approvals or Consents therefor from both the Condominium Board and (during only the Sponsor Veto Control Period and until the issuance of said permanent Certificate of Occupancy of the Building) Sponsor;

(j) (if required by the Condominium Board) before such Unit Alterations/Repairs Work commences, the Sold Unit Owner shall sign and deliver to the Condominium Board an Alteration agreement, on the standard form adopted by, and in substance satisfactory to, the Condominium Board, setting forth the terms and conditions for performing the Unit Alterations/Repairs (including the Condominium Board's Work rules, insurance, lien waiver and security deposit requirements and an indemnity in favor of the Condominium Board, its members, officer, attorneys, agents (including Managing Agent) and employees, and all other Unit Owners, from and against any and all Claims and Liabilities and Expenses arising out of the Unit Alterations/Repairs); and

(k) the Sold Unit Owner shall pay or reimburse the Board (as directed by the Board) for the Costs and Expenses it incurs in connection with the foregoing, including fees and disbursements of the Board's architect, engineer, attorneys, professionals, consultants and Managing Agent to review the construction drawing and related plans and specifications of the proposed Unit Alterations/Repairs, to review the governmental approvals, permits and licenses, to prepare the standard Unit Alteration agreement, to inspect and monitor the Unit Alterations/Repairs Work and generally to oversee and enforce compliance with the Unit Alteration agreement and the Unit Alteration/Repair Requirements.

If a Sold Unit Owner violates or breaches any such Unit Alteration/Repair Requirements, the Condominium Board and (during only the Sponsor Veto Control Period and until issuance of said permanent Certificate of Occupancy) Sponsor shall be entitled, in addition to all other rights and remedies

provided in these By-Laws or the Declaration, or available at Law or in equity, to cause such Unit Alterations/Repairs Work by the Sold Unit Owner to be halted, including causing the Managing Agent to deny access to the Building to such Owner's Agents, Employees and Contractors and suppliers (other than to permit them to remove their tools and Equipment, provided they are accompanied by the Building's superintendent or other person designated by the Board) until such Owner complies with the same, and if required to avoid an interruption of any Building services to a Unit or the Common Elements, or to avoid or discharge a violation of Law or to remove a condition which threatens the structural integrity of the Building or any portion thereof or the life, health or safety of Owners and occupants of Units, to cause all such Unit Alterations/Repairs Work to be removed and the Unit restored to its prior condition before undertaking such work, at such Owner's sole Cost and Expense.

All references in this subsection 5.2.4 to the Condominium Board shall mean a majority of those Residential Board Members attending a duly constituted meeting of the Residential Board Members at which a quorum is present.

The foregoing Unit Alteration/Repair Requirements do not apply to: (a) all furnishing, painting and otherwise Decorating the portions of a Sold Unit that do not involve its Balcony, Terrace or , the entrance doors to the Sold Unit or its Balcony or Terrace, or a Sold Unit's windows or said glass curtain wall windows, or other portions thereof exposed to public view or otherwise do not affect the exterior appearance of the Building; or (b) Unit Alterations/Repairs to Unsold Units or a Commercial Unit. All permitted furnishing, painting and Decorating by a Sold Unit Owner and all Unit Alterations/Repairs by Sponsor, an Unsold Unit Owner or a Commercial Unit Owner may be made and performed Freely and Without Consent, Payment or Restriction, other than the requirement to comply with the applicable Work Requirements set forth in Section 15.2 of the Declaration. Unit Alterations/Repairs by an Authorized First Sold Residential Unit Owner who is given written authorization for the Unit Alterations/Repairs by Sponsor or an Unsold Unit Owner (as applicable) at or prior to title closing shall not be subject to (and may be made without) Board approval, but shall be subject to compliance with the "Unit Change Requirements" defined and provided in Section 13.2(s) of the Declaration.

5.2.5 Government Documents

The Condominium Board shall execute and return to Sponsor, an Unsold Unit Owner, the Commercial Unit Owner, or a Sold Unit Owner who complies with all of the foregoing Unit Alteration/Repair Requirements, as applicable, any Government Document reasonably required for the Unit Alterations/Repairs by such Party, subject to the such Party's compliance with the following:

(a) such Unit Owner shall be required to pay all required governmental fees and charges in connection with such Government Document;

(b) such Sold Unit Owner shall be required to pay all reasonable professional fees (including legal, architect, engineering and other professionals and consultants) and disbursements incurred by the Condominium Board to review the Government Document and to review any accompanying drawings and specifications (the foregoing is not applicable to an Unsold Unit Owner or a Commercial Unit Owner, who are exempt from making any such payments); and

(c) such Unit Owner shall indemnify the Condominium Board, its members, officers, attorneys, agents (including the Managing Agent) and employees and all other Unit Owners from and against any and all Claims and Liabilities and Expenses arising from the Government Document executed by the Condominium Board and from any related Work performed by, or for, such Owner by such Owner's Agents, Employees and Contractors.

5.2.6 Immunity of Board and Other Unit Owners

The Condominium Board and its members, officers, attorneys, agents (including the Managing Agent) and employees, and Unit Owners (other than the applicable Unit Owner undertaking the Unit Alterations/Repairs) shall not be liable for any Claims or Liabilities and Expenses in connection with the preparation, execution or submission of a Government Document or that may be asserted by: (a) any contractor, subcontractor, materialman, architect, engineer or other professional or consultant on account of any such Unit Alterations/Repairs; or (b) any Person for personal injury or property damage arising therefrom.

5.2.7 Indemnity

The Unit Owner (including Sponsor, an Unsold and a Sold Unit Owner or a Commercial Unit Owner, as applicable) undertaking such Unit Alterations/Repairs shall indemnify the Condominium Board, its members, officers, attorneys, agents (including the Managing Agent), employees and all other Unit Owners from and against any and all Claims and Liabilities and Expenses arising in connection with such Unit Alterations/Repairs, unless resulting from the acts, omissions or negligence of the indemnified Party.

5.2.8 Consent of Sponsor

In addition to the requirements set forth above in this Section 5.2 and in accordance with Section 15.2(k) of the Declaration, until said permanent Certificate of Occupancy for the Building is obtained, no Work (including Unit Alterations/Repairs) shall be undertaken by an Owner, tenant or occupant of a Sold Unit or by the Condominium Board (other than ordinary Maintenance and Repairs that do not require the filing of an alteration application with, or the issuance of a building or construction or work permit or similar authorization from the New York City Department of Buildings or other Governmental Authority) without first obtaining Sponsor's written Discretionary Approval or Consent. Sponsor may (at Sponsor's sole and absolute discretion) condition such approval or consent upon said Sold Unit Owner or the Condominium Board (as applicable) strictly complying with Sponsor's requirements with respect to the same. Such requirements may include, among others, that:

(a) such Work shall not require a change to an existing temporary Certificate of Occupancy of the Building nor delay obtaining an extension of a temporary Certificate of Occupancy or a permanent Certificate of Occupancy of the Building;

(b) the Sold Unit Owner or the Condominium Board (as applicable) shall post with Sponsor a cash deposit, bond or other similar security that is reasonably acceptable to Sponsor in an amount sufficient (in Sponsor's reasonable judgment) to insure the diligent, lien-free completion of the Work and the filing of any required notices or certificates with respect to such Work and the completion of the same with all Governmental Authorities having jurisdiction;

(c) such Work shall not be commenced until the Sold Unit Owner or the Condominium Board (as applicable) causes all required plans, specifications, notices and/or certifications to be filed with all Governmental Authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Sponsor;

(d) such Work shall be prosecuted with reasonable diligence and continuity to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(e) Sponsor and its representatives shall be given reasonable access and opportunity, from time to time, to inspect and monitor such Work as it progresses;

(f) promptly after the completion of such Work, all necessary governmental inspections, approvals and sign-offs of the same shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate Governmental Authorities and Sponsor shall be given copies of all such inspections, approvals, sign-offs, notices and certifications;

(g) the Sold Unit Owner or the Condominium Board (as applicable) shall indemnify Sponsor from and against any and all Claims and Liabilities and Expenses arising, directly or indirectly, from such Work, including any incurred or suffered by Sponsor due to any violation of Law or due to any delay in obtaining an extension of a temporary Certificate of Occupancy or the issuance of said permanent Certificate of Occupancy of the Building as a result of such Work or the failure to make all appropriate governmental filings in connection with the same; and

(h) all contractors shall be duly licensed to the extent required by applicable Law and, if required under any contract with any union whose members are performing services at the Building (directly or indirectly at the behest, for the benefit, or for the account of Sponsor), such Work shall be performed solely by union members.

If any Sold Unit Owner or the Condominium Board (as applicable) commences or prosecutes any such Work (including Unit Alterations/Repairs) in violation of the foregoing terms and conditions, or fails to comply with the requirements of Sponsor in connection with the same, Sponsor shall be entitled, in addition to all other rights and remedies provided in these By-Laws or the Declaration, or available at Law or in equity, to cause such Work by the Unit Owner or the Condominium Board (as applicable) to be halted, including to cause the Managing Agent to deny access to the Unit and the Building to the Agents, Employees and Contractors and suppliers of such Owner or the Board (as applicable) (other than to remove their tools and Equipment, provided they are accompanied by the Building's superintendent or other person designated by Sponsor), until the Unit Owner or the Condominium Board (as applicable) complies with the same. During the period until such Unit Owner or the Condominium Board (as applicable) is permitted hereunder to resume its Work, Sponsor shall have the right to perform any and all Work in and to such Owner's Unit or the Common Elements (as applicable) as shall be necessary, in Sponsor's sole and absolute judgment, in order to avoid any delay in obtaining an extension of a temporary Certificate of Occupancy or the issuance of said permanent Certificate of Occupancy of the Building, whether or not such Work shall be in compliance with the plans and specifications for the Work theretofore performed by, or on behalf of, such Unit Owner or the Condominium Board (as applicable). The Cost and Expense of any such Work performed by Sponsor shall be borne by such Unit Owner or the Condominium Board (as applicable) and shall be paid to, and received by, Sponsor within fifteen (15) calendar days of Sponsor giving a reasonably detailed written demand therefor, accompanied by copies of applicable bills of contractors and suppliers and/or a written statement from Sponsor of the hourly wages of Sponsor's employees engaged in performing or overseeing such work.

5.2.9 Sponsor's/Commercial Owners' Right to Alter

The foregoing Unit Alteration/Repair Requirements are applicable only to a Sold Unit, but do not apply to any Unsold Unit or a Commercial Unit. Sponsor, each Unsold Unit Owner and each Commercial Unit Owner shall each have the right ("**Sponsor's/Commercial Owners' Right to Alter**") to Alter its Unit(s) and the Common Elements in accordance with the rights and easements reserved to Sponsor and granted to Unsold Unit Owners and each Commercial Unit Owner in the Declaration, these By- Laws and the Plan. Sponsor, each Unsold Unit Owner and each Commercial Unit Owner may exercise Sponsor's/Commercial Owners' Right to Alter Freely and Without Consent, Payment or Restriction, other than the requirement to comply with the applicable Work Requirements set forth in Section 15.2 of the Declaration. Sponsor's/Commercial Owners' Right to Alter includes all Work pursuant to Sponsor's Plans and Specifications, all changes to Units and Common Elements set forth in

Article 13 of the Declaration and in the Plan, and all rights and easements reserved to, and granted by, Sponsor or a Commercial Unit Owner in Articles 10, 11 and 12 of the Declaration, including the following rights and easements of Sponsor, Unsold Unit Owners and Commercial Unit Owners, and their respective Agents, Employees and Contractors, which may be exercised and performed from time to time, Freely and Without Consent, Payment or Restriction (other than the proviso stated below):

(a) the right and easement to newly install and connect to any Building Equipment and Installations (whether comprising the Residential Common Elements, General Common Elements or Residential/Office Common Elements) any Equipment and Installations now or hereafter serving any Unsold Unit or Commercial Unit or any portion of each thereof;

(b) the right and easement to thereafter Maintain, Repair, Alter and otherwise Operate such newly installed and connected Equipment and Installations; and

(c) the right and easement to have reasonable access to the Common Elements to perform Work in connection with the foregoing;

provided only that:

(x) such new Equipment and Installations and connections and the subsequent Maintenance, Repair, Alteration and Operation thereof, shall be performed in accordance with the Installation Requirements set forth in Section 10.4.2 of the Declaration and the applicable Work Requirements set forth in Section 15.2 of the Declaration;

(y) the new connections shall not unreasonably and adversely affect any Building Equipment and Installations serving other Units or the Common Elements or otherwise permanently diminish the proper and efficient performance, function, capacity or utility of any Building Equipment and Installations serving other Units or the Common Elements so as to prevent or unreasonably impair the use or Operation of any Unit or Common Element for its intended purpose;

(z) the new connections shall not unreasonably and adversely affect the structural integrity of the Building or any portion thereof or the Operation of the Building or the use of any other Unit for its intended purpose; and

(aa) no new Equipment (other than replacements of existing Equipment or Equipment to be installed in accordance with Sponsor's Plans and Specifications or Sponsor's Obligations under the Plan or a Plan Amendment) shall be installed after the issuance of a permanent Certificate of Occupancy of the Building that encroaches on any public hallway or the residential lobby or any other ground level or above-grade, indoor rentable space within the public areas of the Residential Common Elements.

The Agents, Employees and Contractors of Sponsor, each Unsold Unit Owner and each Commercial Unit Owner shall be given reasonable access to, from, through, across and on the General Common Elements, Residential Common Elements and the Residential/Office Common Elements to perform such Alterations to an Unsold Unit or a Commercial Unit or the Common Elements, as well as to Maintain, Repair, Alter and otherwise Operate same. Such access includes the right to transport and store materials, supplies and Equipment and to cause a temporary interruption in Building services, but shall be exercised in a reasonable manner so as not to unreasonably interfere with the permitted use or Operation of another Owner's Unit in accordance with the Declaration and By-Laws.

5.2.10 Board Alterations

The Condominium Board shall have the substantially exclusive right and responsibility to make all necessary or desirable Alterations to the Common Elements and the Association's Properties, including Units owned, leased or otherwise held or Operated by the Condominium Board or its nominee or designee (collectively, "**Board Alterations**"). All Board Alterations shall be performed in accordance and compliance with the Declaration and in particular (but not limited to) Sections 14.4 and 14.5 and Article 15 thereof, but subject and subordinate to: (a) all easements and rights expressly reserved to Sponsor and granted to the Unsold Unit Owners and the Commercial Unit Owners in the Declaration, these By-Laws and the Plan; and (b) the Condominium Board obtaining all requisite approvals of Sponsor and/or Commercial Unit Owners before undertaking any Board Alterations as and to the extent set forth in Section 14.5 of the Declaration.

All Board Alterations to:

(a) the General Common Elements or the Association's General Properties permitted pursuant to said provisions of the Declaration shall be made and performed by the Condominium Board and the Costs and Expenses thereof shall be part of the General Common Expenses, which shall be allocated to all Residential Unit Owners and the amount allocated to a Commercial Unit Owner shall be based strictly on, and limited and restricted to the extent only of, those affected General Common Elements or those affected Association's General Properties that actually serve or are actually utilized by such Commercial Unit Owner as set forth in Part I of the Plan, said First Year's Budget (SCHEDULE B) contained therein, these By-Laws, Article 9 of the Declaration and the Budget Guidelines (EXHIBIT F to the Declaration); and the amount so allocated to all Unit Owners in accordance with the foregoing shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount fairly and properly attributable to a Commercial Unit or to the Residential Units would otherwise require, in which case such fair and proper apportionment shall be used; or

(b) the Residential Common Elements or the Association's Residential Properties permitted pursuant to said provisions of the Declaration shall be made and performed by the Condominium Board and the Costs and Expenses thereof shall be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests based on their exclusive or substantially exclusive Usage thereof, in accordance with the Special Allocation and Apportionment Rule and Section 339-m.

(c) the Residential/Office Common Elements or the Association's Residential/Office Properties permitted pursuant to said provisions of the Declaration shall be made and performed by the Condominium Board and the Costs and Expenses thereof shall be included in the Residential Common Expenses and Office Common Expenses, respectively, which shall be specially allocated to only all Residential Unit Owners and Office Unit Owner and apportioned and assessed among them Pro Rata to their respective Common Interests based on their exclusive or substantially exclusive Usage thereof, in accordance with the Special Allocation and Apportionment Rule and Section 339-m.

5.2.11 Hallway Alterations

The elevator landing, vestibule, corridor or hallway (collectively, "**Hallway**") leading to a Sold Residential Unit may not be painted, furnished and otherwise Decorated and Altered (collectively,

"**Hallway Alterations**") by the Owner of such Sold Residential Unit, if any, unless the following terms and conditions are met:

(a) Owners of a majority in number of the Residential Units (or, if only two, both Owners) sharing the vestibule or hallway and Sponsor (if Sponsor owns an Unsold Residential Unit that shares the vestibule or hallway) must first consent in writing to the Hallway Alterations; and

(b) the Hallway Alterations shall be performed and comply with the same requirements applicable to Unit Alterations/Repairs (that is, the Unit Alteration/Repairs Requirements set forth in subsection 5.2.4 above).

Section 5.3 **Declaration Governs Maintenance, Repairs and Alterations of Units, Common Elements and Association's Properties**

The provisions of the Declaration, and in particular (but not limited to) Articles 13, 14 and 15 thereof, relating to the Maintenance, Repairs and Alterations of the Units, the General Common Elements, the Residential Common Elements, the Residential/Office Common Elements and the Association's Properties, are hereby incorporated herein and are paramount and shall govern the duty, right, terms, restrictions, requirements, approvals and consents, if any, of a Unit Owner or the Condominium Board (as applicable) to perform and pay the Costs and Expenses of Maintenance, Repairs and Alterations of the Units, the General Common Elements, the Residential Common Elements, the Residential/Office Common Elements and the Association's Properties.

Section 5.4 **Acts or Omissions**

The provisions of this Article 5 to the contrary notwithstanding, in accordance with Section 14.7 of the Declaration, in the event that any Maintenance, Repairs, Alterations or other Work is necessitated by the acts, omissions, negligence, misuse, abuse or neglect of:

(a) a Unit Owner or a tenant, licensee or occupant of a Unit, or the Agents, Employees and Contractors of such Unit Owner, licensee or tenant, then the entire Costs and Expenses thereof shall be charged to, and borne by, only such Unit Owner and, if paid by the Board, shall be assessed as an additional Common Charge against such Owner's Unit and shall be payable solely by such Unit Owner immediately following the giving of a reasonably detailed written demand therefor; or

(b) the Condominium Board or its Agents, Employees and Contractors, then the entire Costs and Expenses thereof shall be specially allocated and assessed to, and shall be payable as follows: (b-1) as to the Work involving only, or fairly and properly allocable to only, the General Common Elements or the Association's General Properties: such Costs and Expenses shall be allocated to all Residential Unit Owners and the amount thereof allocated to a Commercial Unit Owner shall be based strictly on, and limited and restricted to the extent only of, those affected General Common Elements or those affected Association's General Properties that actually serve or are actually utilized by such Commercial Unit Owner as set forth in Part I of the Plan, said First Year's Budget (SCHEDULE B) contained therein, these By-Laws, Article 9 of the Declaration and the Budget Guidelines (EXHIBIT F to the Declaration); and the amount so allocated to all Unit Owners in accordance with the foregoing shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount fairly and properly attributable to a Commercial Unit or to the Residential Units would otherwise require, in which case such fair and proper apportionment shall be used; or (b-2) as to the Work involving

only, or fairly and properly attributable to only, the Residential Space or the Association's Residential Properties: such Costs and Expenses shall be included in the Residential Common Expenses, which shall be specially allocated to, and shall be payable only by, all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests based on their exclusive or substantially exclusive Usage thereof, in accordance with the Special Allocation and Apportionment Rule and Section 339-m of the Condominium Act; or (b-3) as to the Work involving only, or fairly and properly allocable to only, the Residential/Office Common Elements or the Association's Residential/Office Properties: such Costs and Expenses shall be allocated to all Residential and Office Unit Owners and the amount thereof allocated to the Office Unit Owner shall be based strictly on, and limited and restricted to the extent only of, those affected Residential/Office Common Elements or those affected Association's Residential/Office Properties that actually serve or are actually utilized by such Office Unit Owner as set forth in Part I of the Plan, said First Year's Budget (SCHEDULE B) contained therein, these By-Laws, Article 9 of the Declaration and the Budget Guidelines (EXHIBIT F to the Declaration); and the amount so allocated to all Unit Owners in accordance with the foregoing shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount fairly and properly attributable to the Office Unit or to the Residential Units would otherwise require, in which case such fair and proper apportionment shall be used.

Nothing contained herein shall be deemed a waiver of any Claims the Board or a Unit Owner may have against an insurer or otherwise. In addition, if the liability of a Unit Owner under the preceding clause (a) is the result of a casualty caused by the acts, omissions, negligence, misuse, abuse or neglect of such Unit Owner (or other party set forth in clause (a) above) and such casualty is insured under a policy maintained by the Condominium Board containing a waiver of subrogation or equivalent provision, then such Unit Owner's liability shall be reduced by the amount of any insurance proceeds received and collected by the Condominium Board in connection therewith.

Section 5.5 **Damages Necessitated by Repairs or Alterations**

5.5.1 Damages to Common Elements or Association's Properties

Any damages to the General Common Elements, the Residential Common Elements, the Residential/Office Common Elements or the Association's Properties resulting from any permitted or necessary Repair, Alteration or other Work undertaken by an Owner, tenant or occupant of a Unit shall be Repaired by the Condominium Board and the Costs and Expenses thereof shall be paid or reimbursed to the Board (as directed by the Board) by the Owner of such Unit as additional Common Charges assessed to the Unit. The amount owed is to be paid or reimbursed within ten (10) calendar days after a reasonably detailed written statement or bill therefor is given to such Unit Owner, together with copies of supporting bills or invoices from contractors and/or the Condominium Board for time charges of the Building staff or the Board's agents, architect, engineer or other consultant engaged in the Repair Work (if any), and copies of bills for materials and supplies, for which payment or reimbursement is sought. Nothing herein shall be construed to permit an Owner, tenant or occupant of a Unit to undertake any Repair, Alteration or other Work without obtaining any required prior written Discretionary or Reasonable Approval or Consent of the Condominium Board or Sponsor (if and as applicable) set forth in the Declaration or these By-Laws.

5.5.2 Damages to Unit

In the event any Repairs, Alterations or other Work undertaken by the Condominium Board requires the removal of any floor, wall or ceiling coverings or other Decorations of a Unit (including the treated wood deck, pavers or tiles or other flooring constituting a Terrace), or necessitates such coverings or Decorations to be damaged due to openings or penetrations of floors, walls or ceilings of a Unit or

otherwise, the Condominium Board shall restore the affected floors, walls and ceilings (including the Terrace, if any) to only Building standard condition and finish (i.e., as constructed by Sponsor in accordance with Sponsor's Plans and Specifications), without additions, improvements or Decorations made or installed by the Owner, tenant or occupant of the Unit. The Owner of such Unit shall have the sole risk for any damage to said coverings and Decorations of the Unit and the sole responsibility, at such Owner's sole Cost and Expense, to re-install, restore, replace and otherwise Repair same (to the extent required by Law), without recourse against the Board or other Unit Owners therefor or for any losses or damages (whether actual, compensatory, consequential, incidental, special, indirect or otherwise) resulting therefrom. The foregoing shall not excuse the Board from liability for any losses or damages to a Unit, or its Equipment, Installations or Decorations, or to the personal property of the Owner, tenant or occupants of a Unit, resulting from negligence or wrongful acts or omissions by the Condominium Board or its Agents, Employees and Contractors.

ARTICLE 6

INSURANCE

Section 6.1 **Insurance Requirements for the Condominium Board**

The Condominium Board will maintain the insurance (including terrorism insurance, for both certified and non-certified acts, to the extent required by any Existing Unit Mortgage) in conformity (as to amount, coverage and insurers) with the greater of the requirements of the most stringent of the Existing Unit Mortgage on a Unit or these By-Laws, to the extent obtainable regardless of whether same is obtainable at reasonable rates (unless otherwise noted). However, the Condominium Board may change the insurance from time to time, but may not eliminate insurance coverage that is obtainable and is required to be maintained under the By-Laws. In addition, the Condominium Board may not increase decrease, eliminate or otherwise change the amounts or types of insurance coverage in said SCHEDULE B during only the Sponsor Veto Control Period unless the prior written Discretionary Approval or Consent of Sponsor is given as provided in subsection 2.5.8 hereof.

Section 6.2 **Fire and Casualty Insurance**

6.2.1 Coverage and Insured Parties

The Board shall obtain and maintain fire insurance with all risk coverage, vandalism and malicious mischief cost of demolition, debris removal and water damage endorsements, insuring the Common Elements, including the walls separating the Units from the Common Elements and from each other and the Association's Properties, and covering the interests of the Condominium Board and all Unit Owners and their mortgagees, as their respective interests may appear, in an amount equal to 100% of the full replacement value of the portions of the Property required to be insured against loss or damage pursuant to this clause (exclusive of foundations and footings), without deduction for depreciation.

6.2.2 Amount and Special Provisions

The fire and casualty insurance coverage shall be not less than an amount which shall be sufficient for the insurer to waive any co-insurance requirement or is based on an "Agreed Amount" replacement cost (or comparable term). In addition, such fire and casualty policies shall contain (if obtainable):

(a) waivers of: (a-1) subrogation in favor of Owners and designated tenants of Units, (a-2) any defense based upon co-insurance or other insurance, (a-3) invalidity arising out of the acts of an insured party and (a-4) pro rata reduction of liability;

(b) a provision that any adjustment of loss will be made by the Condominium Board (notwithstanding such provision, each Commercial Unit Owner shall have the right to settle and adjust a claim for loss to such Owner's Commercial Unit on the terms and conditions set forth in subsection 6.9.3 below) and that all proceeds will be paid to the Condominium Board or (at the option of the Board) an Insurance Trustee appointed pursuant to these By-Laws where the Board is to restore the damaged area in accordance with these By-Laws;

(c) a New York Standard Mortgagee provision in favor of each Permitted Mortgagee, subject and subordinate however to the preceding loss payment provisions in favor of the Condominium Board or (at the option of the Board) Insurance Trustee; and

(d) a provision preventing the policy from being canceled or substantially modified unless at least thirty (30) calendar days' prior written notice is given to the Condominium Board.

6.2.3 Appraisal

Before obtaining any policy of property casualty insurance or any renewal thereof, the Condominium Board shall obtain an appraisal from a property insurance company or otherwise of the full replacement value of the portions of the Property, exclusive of foundations and footings, and without deduction for depreciation, for the purposes of determining the amount of such property casualty insurance to be obtained pursuant to this Section. Any such appraisal of the Building obtained within twelve (12) months preceding the date of issuance of said property casualty insurance policy or a renewal thereof shall suffice for this purpose.

6.2.4 Proof of Insurance

Duplicate originals of all policies of property casualty insurance and of all renewals thereof, together with proof of payment of the premiums, shall be delivered to Sponsor or its successors and assigns as Owner of an Unsold Unit, each Commercial Unit Owner, a tenant of a Commercial Unit (if requested by the Owner of such Commercial Unit) and a Registered Mortgagee of an Unsold Unit or a Commercial Unit at least thirty (30) calendar days prior to the expiration of the then current policies.

6.2.5 Excluded From Coverage

The property casualty insurance shall not cover the Decorations or finishes of walls, floors or ceilings of the Common Elements (unless otherwise determined by the Condominium Board and the Commercial Unit Owner) or of any Unit not owned, leased, held or Operated by the Board (or its nominee or designee), or the contents of any such Unit (including in the case of a Residential or Commercial Unit, its appliances, kitchen and bathroom cabinets and fixtures (electric, plumbing and otherwise), furniture, furnishings, Decorations and other personal property).

Section 6.3 **Liability Insurance**

6.3.1 Coverage

The Condominium Board shall obtain and maintain commercial general liability coverage written on the Insurance Services Office form - 1986 or later (containing the so-called "occurrence clause"), or

equivalent comprehensive general liability coverage, in such limits and with such deductibles as are determined to be adequate by the Board (in its sole judgment), with respect to ownership, Operation, Maintenance, use and control, insuring against liability for injury (including bodily injury, personal injury and advertising injury) or property damage to persons or property in or upon the Common Elements, the Immediately Adjacent Sidewalks to the Property, the General and Residential Vault and the Association's Properties (including) all Units or other property (if any) owned, leased, held or Operated by the Condominium Board, or its nominee or designee). Such insurance is to include Products/Completed Operations coverage. The Condominium Board may, in its discretion, obtain umbrella liability insurance in such amounts in excess of that (if any) provided in the First Year's Budget (SCHEDULE B in Part I of the Plan) as the Condominium Board may determine from time to time, but shall obtain umbrella liability insurance for such periods and in such amounts as may be required in loan instrumentsof a Unit Mortgage encumbering one or more Unsold Units or a Commercial Unit.

6.3.2 Amount

The liability coverage shall be in such amounts as the Condominium Board may determine from time to time, but shall not be less than $10,000,000 and shall not be reduced below the amount set forth in the First Year's Budget (SCHEDULE B in Part I of the Plan) without obtaining the prior written Discretionary Approval or Consent of Sponsor during only the Sponsor Veto Control Period (as provided in subsection 2.5.8 above) and the Commercial Unit Owners. The Condominium Board shall review the amounts of liability coverage at least once each Budget Year.

6.3.3 Insured Parties

The liability policies shall list as co-insureds: (a) the Condominium Board and each and every member and officer thereof; (b) the Managing Agent or manager (if any); (c) each agent and employee of the Condominium Board; (d) each Unit Owner; and (e) (if required by the terms of a Permitted Mortgage of a Unit) the holder of such Permitted Mortgage, as their respective interests may appear.

6.3.4 Excluded from Coverage

Such insurance shall not cover liability of a Unit Owner arising from occurrences within or on the Owner's Unit (including its Balcony or Terrace, if and as applicable). This exception shall not apply to any Unit owned, leased, held or Operated by the Condominium Board or its nominee or designee.

6.3.5 Proof of Insurance

Duplicate originals of all policies of liability insurance and of all renewals thereof, together with proof of payment of premiums for such liability coverage shall be given to Sponsor or its successors and assigns, as Owner of an Unsold Unit and to each Commercial Unit Owner, within ten (10) calendar days after being requested.

Section 6.4 **Boiler and Machinery Insurance**

The Condominium Board shall obtain and maintain comprehensive boiler and machinery insurance on Equipment constituting part of the Common Elements or the Association's Properties (including any Unit owned, leased, held or Operated by the Board, or its nominee or designee) in an amount not less than $500,000 per accident or the replacement cost of such equipment, but not any Equipment that is part of any other Unit (which may be separately insured by the Owner of such Unit).

Section 6.5 **Workmen's Compensation**

The Condominium Board shall obtain and maintain workmen's compensation insurance, New York State disability benefits insurance and employer's liability coverage covering any employees hired by the Condominium Board.

Section 6.6 **Other Insurance**

The Condominium Board shall also obtain and maintain the following insurance to the extent available at reasonable rates, subject to obtaining the prior written Reasonable Approval or Consent of the Commercial Unit Owners: (a) business interruption insurance, including loss of rents in an amount equal to the Common Charges for at least 18 months; (b) water damage legal liability insurance; (c) elevator liability and collision insurance; (d) non-owned and hired automobile liability insurance; (e) combination crime insurance, including blanket employee dishonesty, forgery or alteration, covering the members and officers of the Condominium Board, the Managing Agent (if any) and employees (if any) handling funds of the Condominium Board; (f) officers and directors liability insurance for officers and members of the Condominium Board, including coverage for employment practices liability and third party discrimination; and (g) such insurance with respect to the Units and the Condominium as would be reasonably required and which are commonly insured against for such similar properties, similarly situated to a prudent lender originating commercial mortgage loans for securitization similar to the mortgage loan on a Unit existing at the date of recording the Declaration, which insurance shall in all cases comply in all respects with the insurance requirements expressly contained in said existing mortgage loan for so long as such mortgage encumbers the Unit. The Condominium Board may obtain and maintain such other or additional insurance as the Condominium Board shall determine from time to time, subject to obtaining the prior written Reasonable Approval or Consent of the Commercial Unit Owners.

Section 6.7 **Insurance Covering Work Performed by Board**

In connection with Work performed by or on behalf of the Condominium Board, if not already covered by insurance policies then maintained by the Condominium Board, the Condominium Board shall also obtain and maintain installation floater coverage, builder's risk policy or equivalent coverage as part of the Property policy in an amount equal to the cost of the contract for any Work performed by or on behalf of the Condominium Board on the Property and cause its contractors to maintain liability insurance in the amount of $5,000,000 per project, including contractual liability and products/completed operations coverage, naming the Condominium Board, all Unit Owners and the Registered Mortgagees as their interests may appear, except that such insurance shall require $1,000,000 if the estimated cost of such Work is less than One Hundred Thousand ($100,000) Dollars (unless otherwise required by said loan instruments of a Unit mortgage). The contractors shall maintain statutory workers compensation coverage on its own employees. Prior to the start of a construction project, the contractor shall deliver to the Condominium Board or its Property Manager certificates of insurance to evidence current insurance is in effect.

Section 6.8 **Insurance Amounts and Deductibility**

To the extent not specified above, all such insurance shall be in such amounts and may provide for such deductible amounts as the Condominium Board may determine from time to time in its sole and absolute discretion, but subject to obtaining the prior written Reasonable Approval or Consent of the Commercial Unit Owners and (during only the Sponsor Veto Control Period) Sponsor.

Section 6.9 **Adjustment and Payments**

6.9.1 Adjustments by Board

All of the above policies shall provide that adjustment of loss shall be made by the Condominium Board (with and subject to obtaining the prior written Reasonable Approval or Consent of the Commercial Unit Owners and all policies of property casualty insurance shall provide that the proceeds of insurance shall be paid as follows, unless otherwise provided in said loan instruments of a Unit mortgage loan (whose provisions shall govern and be followed): (a) to the Condominium Board, if $1,000,000.00 or less; or (at the option of the Condominium Board, with and subject to obtaining the unanimous approval of all Unit Owners prior to the Residential Condominium Conversion Date) (b) to the Insurance Trustee, if in excess of $1,000,000.00. The fees and disbursements of any Insurance Trustee shall be paid by the Condominium Board as a Common Expense and charged to only those Unit Owners responsible to pay to Repair or restore the affected Common Elements, and apportioned among them Pro Rata to their respective Common Interests.

6.9.2 Payments

In either instance, all such insurance proceeds actually received by the Board or Insurance Trustee shall be held in trust for the benefit of the following and shall be disbursed as provided in Article 7 below:

(a) the Residential Unit Owners and their respective Permitted Mortgagees in the case of a loss to the Residential Space or a portion thereof;

(b) a Commercial Unit Owner and its Permitted Mortgagee in the case of a loss to such Owner's Commercial Unit or a portion thereof; or

(c) all Residential Unit Owners and the Office Unit Owner and their respective Permitted Mortgagees in the case of a loss to the Residential/Office Common Elements or a portion thereof; or

(d) all Unit Owners and their respective Permitted Mortgagees in the case of a loss to the General Common Elements.

6.9.3 Commercial Units

The foregoing notwithstanding, each Commercial Unit Owner shall have the right to settle and adjust any claim for a loss to its Commercial Unit or any portion thereof and/or such Unit's individual Equipment and Installations, provided that the insurance proceeds applicable to a loss to any other Unit or the Common Elements shall not be reduced thereby.

6.9.4 Insurance Trustee's Fees and Disbursements

The fees and expenses of any Insurance Trustee shall be paid by the Condominium Board as a Common Expense, which shall be specially allocated by the Board Pro Rata to the portion of the insurance proceeds to be applied to Repair the Residential Space, the Commercial Units, the General Common Elements, the Residential/Office Common Elements, and the Association's Residential and General and Residential/Office Properties. Accordingly, the fees and expense of the Insurance Trustee shall be specially allocated and assessed by the Board as follows: (a) such portion of the Insurance Trustee's fees and expenses allocated to the Residential Space or the Association's Residential Properties

shall be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and Section 339-m; (b) such portion of the Insurance Trustee's fees and expenses allocated to a Commercial Unit shall be specially allocated and assessed to only such Commercial Unit Owner in accordance with the Special Allocation and Apportionment Rule and said Section 339-m; and (c) such portion of the Insurance Trustee's fees and expenses allocated to the General or Residential/Office Common Elements and the Association's General or Residential/Office Properties shall be included in the General or Residential/Office Common Expenses, which shall be allocated to all Residential Unit Owners and the amount allocated and assessed to such Commercial Unit Owner shall be limited and restricted strictly to the extent required to reflect the amount thereof fairly and properly attributable to such Commercial Unit Owner based solely on its Usage of those affected General or Residential/Office Common Elements or those affected Association's General and Residential/Office Properties to be Repaired that actually serve or are actually utilized by such Commercial Unit Owner (the amount so allocated to all Unit Owners shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount fairly and properly apportioned to such Commercial Unit Owner or to the Residential Unit Owners would otherwise require, in which case such fair and proper apportionment shall be used).

Section 6.10 **Allocation of Insurance Premiums**

Unless otherwise expressly provided elsewhere in the Declaration or these By-Laws, the premiums for insurance maintained by the Condominium Board in accordance with this Article 6 shall be a General Common Expense, which shall be allocated to all Unit Owners (and apportioned and assessed among them Pro Rata to their respective Common Interests), subject to the Commercial Unit Owners paying the amount of the increase in the Property's insurance premium (if any) caused solely by the use of the Commercial Units for other than dwelling purposes as provided in said Section F of Part I of the Plan, the First Year's Budget (SCHEDULE B) contained therein, these By-Laws, Article 9 of the Declaration and the Budget Guidelines (EXHIBIT F to the Declaration), and except that any increase in insurance premiums for new, additional or increased coverage resulting from a change in use of a Unit, including the residential conversion of Office Unit 1, shall be specially allocated and assessed to such Residential Unit Owners, and except further that any incremental cost of insurance required to be maintained by an Existing Unit Mortgage that is more stringent than the insurance required by another Existing Unit Mortgage shall be assessed entirely to the Owner of the Unit encumbered by such more stringent Existing Mortgage. This paragraph shall be subject further to the exclusive right of each Commercial Unit Owner to limit the amount of its allocable share thereof to strictly reflect the amount fairly and properly attributable to its Commercial Unit based on: (a) in the case of fire and casualty insurance: the sum of the square footage of its Commercial Unit plus its allocable share of the square footage of those portions of the General Common Elements that actually serve or are actually utilized by said Commercial Unit (based on the Common Interest of said Commercial Unit) relative to the gross square footage of all areas being insured; and (b) in the case of liability insurance: the product of the Common Interest of its Commercial Unit multiplied by a fraction whose numerator is the square footage of those General Common Elements that actually serve or are actually utilized by said Commercial Unit and whose denominator is the total square footage of all Common Elements being insured. Similarly, the Residential Unit Owners shall pay any increase in premium caused by the use or Operation of the Residential Common Elements for recreational purposes.

Section 6.11 **Insurance Requirements for Unit Owners**

6.11.1 General Prohibitions

A Unit Owner shall not:

(a) do or permit or suffer any act or thing to be done in or to such Owner's Unit that will, with reasonable likelihood, invalidate, or invalidates, or be in conflict with, any public liability, property or other policy of insurance at any time carried by the Condominium Board with respect to the Property, except no such policy maintained by the Condominium Board shall conflict with or prohibit any use of a Unit permitted under the Declaration;

(b) keep anything in its Unit that is prohibited by the Fire Department, Board of Fire Underwriters, or a fire insurance rating organization or other authority having jurisdiction;

(c) permit or suffer a Unit to be used in any manner that will, with reasonable likelihood, increase, or increases, the insurance rate for the Property over that in effect as of the First Closing of a Residential Unit (including uses permitted and intended by the Declaration), unless the Unit Owner responsible for such increase pays the additional cost thereof as provided in the following subsection 6.11.2; or

(d) perform or cause to be performed any Work affecting the Common Elements without first obtaining and continuously maintaining until the Work is completed, at the sole Cost and Expense of such Unit Owner, the insurance required in subsection 6.11.3 below.

6.11.2 Unit Owner Liability for Default or Higher Rate

Any costs, expenses, fines, penalties or damages which shall be imposed upon the Condominium Board by reason of a default by a Unit Owner in performing its obligations under this Section 6.11 or by reason of any increase in the premium charged for insurance carried by the Condominium Board resulting from a higher insurance rate for the Property attributable to a use of an Owner's Unit or a portion thereof (including due to the residential conversion of Office Unit 1 of the Original Declaration, in which case such expense shall solely be a Residential Common Expense), including uses permitted and intended by the Declaration, shall be assessed as an additional Common Charge against only such Unit and shall be payable solely by the Owner of such Unit. Accordingly, the amount of the increase in the Property's insurance premium (if any) caused solely by the use of a Commercial Unit for other than dwelling purposes shall be specially allocated and assessed to only the Owner of such Commercial Unit pursuant to Section 6.10 above; provided, however, in no event shall such Commercial Unit Owner pay more in insurance premiums had Office Unit 1 not been converted to Residential Use. For all purposes hereunder, a schedule or "make-up" of rate for the Property issued by the New York Fire Insurance Exchange or other body making fire insurance rates applicable to the Property shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate or rates then applicable to the Property.

6.11.3 Work by Unit Owner

A Unit Owner, at such Owner's sole Cost and Expense, shall maintain or cause to be maintained by its contractor or otherwise the following insurance during its performance of any Work, other than Work exclusively within its Unit not affecting any of the Common Elements:

(a) Workmen's Compensation and Disability Benefits Insurance as required by the Laws of the State of New York and Employer's Liability Insurance;

(b) Commercial General Liability and Products/Completed Operations Coverage to the extent such insurance coverage is not included in a policy maintained by the Condominium Board, including the Condominium Board, its agents, successors and assigns, and any tenant or tenants of the Unit as additional insureds with a minimum limit of $1,000,000.00 each occurrence and $2,000,000.00 in the aggregate. Additional Commercial General Liability coverage extensions required: This Insurance is Primary Endorsement; Contractual Liability; Per Project Aggregate; and Waiver of Subrogation; and

(c) Installation floater coverage in an amount equal to the cost of the contract for any Work performed in the Common Elements, naming as additional insureds the Unit Owners, the Condominium Board, and any mortgagee of the Unit Owner performing such Work, as their interests may appear, except that such insurance shall not be required if the estimated cost of the Work in the Common Elements is less than One Hundred Thousand ($100,000) Dollars and is covered by insurance policies maintained by the Condominium Board.

Section 6.12 **General Insurance Matters**

The policies of insurance required to be maintained under this Article 6 shall meet the following criteria:

(a) Subject to the insurance requirements contained in the loan instruments of a Unit Mortgage covering one or more Unsold Units or a Commercial Unit (whose provisions shall govern and be followed), the policies of insurance shall be from a company rated in the A.M. Best Key Rating Guide with ratings of at least A- and of at least X and such company shall be licensed to do business in the State of New York.

(b) The policies shall contain a provision that before any change or cancellation of a policy, at least thirty (30) calendar days' advance written notice by certified mail, return receipt requested, shall be given: (b-1) in the case of insurance maintained by the Condominium Board under Sections 6.2 to 6.7 above, to the Condominium Board and (if and to the extent obtainable at reasonable rates) to all Unit Owners and Registered Mortgagees; (b-2) in the case of insurance maintained by a Unit Owner under subsections 6.11.1 and 6.11.3, to the Condominium Board; and (b-3) in the case of insurance maintained by a Unit Owner under subsection 6.11.3(c) to the Condominium Board and any loss payee of such insurer. All policies required to be obtained by the Condominium Board pursuant to this Article shall be renewed or replaced at least ten (10) calendar days prior to the expiration of the then current term.

(c) All policies for property insurance maintained by the Condominium Board under Section 6.2 above shall contain (if and to the extent obtainable) waivers of subrogation and generally all policies maintained by the Condominium Board shall also cover (if obtainable) cross-liability claims of one insured against another insured.

(d) All policies shall acknowledge that all Unit Owners are deemed additional insureds for any liability insurance and loss payees for property insurance although not individually named and that the Condominium Board is authorized to sign all checks for payment of proceeds or other instruments required in connection with the processing, payment and settlement of claims on such Unit Owner's behalf (other than the Unit Owner owning the policy under which such proceeds are paid).

(e) Each liability policy shall be endorsed with a: (e-1) separation of interest endorsement, if not otherwise included, providing that each insured shall be considered a separate insured for purposes of the insurance, except with respect to the policy limits; (e-2) cross liability endorsement, if available, stating that if a claim is brought by one insured against another insured under such policy, or by an employee of one insured against another insured will be treated as if covered separately under such policy, each insured shall be considered a separate insured for purposes of the insurance and shall meet the following additional criteria: (e-2.1) the policies shall be written with a contractual liability endorsement, if not otherwise included, providing coverage for bodily injury or property damage assumed under any type of written contract, except any contract under which the insured assumes liability for the sole negligence of an indemnitee; and (e-2.2) the policies shall be written to specifically include coverage for legal liability for damage of any part of the Property by fire.

(f) Any policies required to be furnished by a Unit Owner pursuant to Section 6.11 above may be maintained by the Unit Owner under a blanket policy or policies; provided, however, that the minimum amount of the total insurance afforded by such blanket policy which shall be allocable to the Owner's Unit(s) and the Work to be performed and any sublimits of such policy allocable to the Unit(s) shall be in amounts which shall not be less than the amounts of the insurance required hereunder and the protection afforded under such policy shall be not less than which would have been afforded under a separate policy or policies, and the certificate evidencing such insurance shall contain provisions confirming the foregoing. Certificate(s) evidencing the existence of any policy required to be maintained by a Unit Owner under Section 6.11.3 above shall be delivered to the Condominium Board with evidence of the payment of the premiums therefor not less than fifteen (15) calendar days prior to the commencement of the Work. Within ten (10) calendar days prior to the expiration or termination date of any policy, the Unit Owner shall deliver a renewal or replacement policy, or certificate(s) evidencing the existence thereof, to the Condominium Board together with proof of the payment of the premium therefor.

(g) All of the conditions contained in Section 6.12 (b) above are required only to the extent obtainable from any insurance company meeting the requirements set forth in Section 6.12(a) above.

(h) The requirements set forth in subsection 6.11.3 and this Section 6.12 shall be referred to herein collectively as the **"Insurance Conditions"**.

(i) The Condominium Board (with the prior written Reasonable Approval or Consent of the Commercial Unit Owners) may amend or waive any of the Insurance Conditions from time to time and/or adopt different or additional requirements in lieu of the Insurance Conditions set forth herein without recording an Amendment to the Declaration or these By-Laws.

(j) Without limiting the remedies of the Condominium Board for a Residential Unit Owner's default, in the event that any Residential Unit Owner fails to provide evidence of insurance required to be provided by such Residential Unit Owner hereunder and does not cure such default within three (3) business days after request therefor is given by the Condominium Board, the Condominium Board shall be authorized (but not required) to procure such coverage in the amounts stated with all costs thereof to be assessed against such Residential Unit Owner's Unit as an additional Common Charge payable entirely by such Unit Owner.

(k) Neither the issuance of any insurance policy hereunder, nor the minimum limits specified herein with respect to a Unit Owner's insurance coverage, shall be deemed to limit or restrict in any way

such Unit Owner's liability in connection with or arising out of such Owner's Work and the indemnification obligations set forth in the Declaration and these By-Laws.

(l) Each Unit Owner may carry for such Owner's own benefit insurance which is in addition or supplemental to that required herein, provided that the insurance coverage for the Condominium Board and other Unit Owners pursuant to this Article 6 shall not be diminished or otherwise adversely affected by reason of any such supplemental or additional insurance carried by such Unit Owner.

ARTICLE 7

DESTRUCTION OR DAMAGE OF BUILDING

Section 7.1 **Destruction or Damage**

7.1.1 Insubstantial Destruction or Damage

If less than three-fourths of the Building is destroyed or damaged, the Condominium Board shall promptly arrange to repair and restore the affected Common Elements and any affected Association's Properties, but not the appliances, fixtures (electric, plumbing or otherwise), Equipment, contents or Decorations of Units not owned by the Board or its nominee or designee, which are the sole responsibility of Unit Owners to repair and restore at their expense.

7.1.2 Substantial Destruction or Damage

If three-fourths or more of the Building (including the Units, the Base Floors, the Building Walls, the Roofs and other Common Elements) is destroyed or substantially damaged (i.e., so as to require re-construction) ("**Substantial Casualty**") and 75% or more in number of Unit Owners do not duly resolve to proceed with the repairs or restoration (herein collectively called "**Repairs**" or derivations thereof) within sixty (60) calendar days after the Condominium Board gives notice to all Unit Owners stating whether the net amount of any insurance proceeds payable on account of the loss will be sufficient to pay the estimated cost of the Repairs, then the Repairs shall not be made and the Property or so much thereof as shall remain shall be subject to an action for partition at the suit of any Unit Owner or lienor as if owned in common. The Condominium Board and its nominee or designee shall have no voting rights with respect to any Units owned by each of them and such Parties and Units shall be excluded from the base number of Owners and Units for quorum and voting purposes in determining whether such 75% threshold is met. In the event of a partition action, the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all Unit Owners Pro Rata to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of such Unit Owner's share of such fund all unpaid liens or such Owner's Unit in the order of priority of such liens (including liens of mortgages and liens of the Condominium Board). The failure of 75% or more in number of all Unit Owners to promptly resolve to proceed with the Repairs shall not result in the termination of condominium ownership of the Property, which may only terminate upon authorization of 95% in number and Common Interest of all Unit Owners to withdraw the Property from the Condominium Act as provided in Article 19, Section 19.1 of the Declaration. Unless said withdrawal from the Condominium Act is so authorized, in any action for partition, each Unit Owner shall have the right to retain fee title ownership of his or her Unit in exchange for said Owner's share of the net proceeds of the partition sale. An Owner who exercises such right, shall be responsible, at his or her sole Cost and Expense, to Repair said Owner's Unit and all Common Elements serving and providing a means of ingress to and egress from such Unit, but shall be paid the Owner's Pro Rata share (based on Common Interest) of said net insurance proceeds. If two (2) or more

Unit Owners similarly elect to Repair their Units, the Condominium Board will make all determinations with respect to the Repair of said Common Elements, except the Commercial Board Members or the Commercial Unit Owners (at their option) in lieu of the Commercial Board Members will make all such determinations with respect to those Common Elements serving exclusively or primarily the Commercial Units.

Section 7.2 **Insurance Trust Funds**

7.2.1 Trust Funds

The proceeds of insurance policies receivable by reason of such casualty shall be payable to the Condominium Board, if the same shall be $1,000,000 or less in the aggregate, or to either the Condominium Board or (at the option of the Condominium Board) an Insurance Trustee, appointed by the Condominium Board, if the same shall exceed $1,000,000 in the aggregate. In either instance, all such monies actually received (hereinafter referred to as the "**Insurance Trust Funds**") shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees, and shall be disbursed pursuant to the terms of this Article 7.

7.2.2 Commercial Units

Notwithstanding anything to the contrary contained either in the foregoing subsection 7.2.1 or elsewhere in this Article 7, each Commercial Unit Owner may settle or adjust any insurance Claim for a casualty affecting its Commercial Unit (including its Equipment and Installations), provided that the insurance proceeds received by any other Unit Owner or the Condominium Board is not reduced thereby.

Section 7.3 **Repairs**

7.3.1 Repair of Common Elements

If the requisite number of Unit Owners resolve to proceed with the Repairs following a Substantial Casualty or if less than three-fourths of the Building is destroyed or substantially damaged by casualty, the Condominium Board shall arrange for Repairs to be made promptly to the Common Elements, including: (a) the perimeter walls enclosing Units (consisting of: the Building Walls; the furring on the indoor side thereof, such as studs, sheetrock and/or plaster; and the Party Walls separating a Unit from another Unit or a portion of the Common Elements); (b) all Equipment, Installations and other Facilities serving Units that are part of the Common Elements and not expressly stated to be part of a Unit; and (c) any other parts of the Property for which the Condominium Board carries insurance covering such destruction or damage (such as: painting, coverings, finishes, treatments or Decorations on walls, floor and ceiling comprising of the Common Elements, but not the Units).

7.3.2 Order of Priority of Payments

The Condominium Board or the Insurance Trustee (if any), as the case may be, shall disburse the Insurance Trust Funds as follows: first, to pay the Costs and Expenses incurred by the Condominium Board to recover the award; and second, the balance ("**Net Insurance Trust Funds**") to pay to the contractors engaged in making such Repairs in appropriate progress payments.

7.3.3 Order of Priority of Repairs

If Repairs are to be performed in or to Common Elements that serve or enclose Units and other Common Elements or any combination of the foregoing, Repairs shall be performed, to the extent practicable and economical: first, in or to the Common Elements that enclose, serve or provide access to Units and are required to legally use and occupy the Units for the purposes set forth in the Declaration; and second, in or to the other Common Elements.

7.3.4 Board Authority for Repairs

The following Board Members, on behalf of the Condominium Board, shall promptly arrange the Repairs to the affected Units and Common Elements indicated:

(a) those Board Members attending a duly constituted Board meeting at which a quorum is present shall promptly arrange for Repairs to the affected General Common Elements;

(b) those Residential Board Members (including Sponsor Board Members and Independent Board Members) attending a duly constituted meeting of the Residential Board Members at which a quorum is present, on behalf of the Condominium Board, shall promptly arrange for Repairs to the affected Residential Common Elements that enclose, serve or provide access to Residential Units and (if established) a Residential Unit's Limited Common Elements or Individual Residential Limited Common Element (excluding appliances, kitchen and bathroom cabinets and fixtures (electric, plumbing or otherwise), furniture, furnishings, Decorations, household items and other personal belongings and property of the Owners or occupants of Residential Units, which are to be Repaired by, and at the sole Cost and Expense of, the respective Owners of the destroyed or damaged Residential Units);

(c) the Commercial Board Members on behalf of the Condominium Board or (at the exclusive option of the Commercial Unit Owners) the Commercial Unit Owners in lieu of the Commercial Board Members shall promptly arrange for Repairs to the boundary walls, floors and ceilings enclosing the Commercial Units; and

(d) a majority of all Board Members attending a duly constituted Board meeting at which a quorum is present shall promptly arrange for Repairs to the affected Residential/Office Common Elements.

Those Board Members or the Commercial Unit Owners arranging the Repairs shall make all decisions relating to, and shall supervise, the Repair of the affected areas to be Repaired.

7.3.5 Unit Owners

Each Unit Owner whose Unit, or any portion thereof, shall be the subject of all or part of any Repairs to be performed by the Board shall be kept reasonably informed as to the scheduling and progress of Repairs to the Owner's Unit (but may not supervise or otherwise interfere with the performance of such Repairs, unless otherwise expressly provided), except the prior written Reasonable Approval or Consent of the affected Commercial Unit Owner shall be obtained as to all decision for Repairs to the Common Elements that enclose, serve or provide access to such Commercial Unit. Each Unit Owner shall be responsible to arrange, directly pay and perform all Repairs to the interior of such Owner's Unit, excluding any Repairs to be made by the Board, but including: all coverings, finishes, treatments and other Decorations of walls, floors and ceilings; all bathroom and kitchen cabinets and fixtures (electric,

plumbing or otherwise), appliances and cabinets; and all other Equipment and Installations forming a part of the Unit, to the extent such Repairs are required to be made by applicable Law.

Section 7.4 **Allocation of Net Insurance Trust Funds**

In the event of a casualty to the Common Elements that is to be included in the Repairs (and is not subject to an action for partition under Section 7.1 above), the Net Insurance Trust Funds shall be allocated to the affected General Common Elements, Residential Common Elements, Residential/Office Common Elements, Limited Common Elements (if established), Commercial Limited Common Elements (if established) and Individual Limited Common Elements (if established) Pro Rata to the Costs and Expenses to Repair same. Each Commercial Unit Owner may dispute the allocation to its Commercial Unit and submit the controversy to arbitration in accordance with Article 19 below. The amount so allocated shall then be applied for the account of the following Unit Owners: (a) in the case of the General Common Elements: those Unit Owners who utilize or are served by the affected General Common Elements ("**Applicable Unit Owners**"); (b) in the case of the Residential Space: the Residential Unit Owners only; or (c) in the case of the Residential/Office Common Elements: the Residential Unit Owners and the Office Unit Owner.. The share of each of the Applicable Unit Owners in the portion of the Net Insurance Trust Funds allocated to the General Common Elements or the Residential/Office Common Elements shall be Pro Rata to the Owner's Common Interest.

Section 7.5 **Insufficient Trust Funds**

If the Net Insurance Trust Funds shall be less than sufficient for the Condominium Board to discharge the Costs and Expenses of performing the Repairs, the Condominium Board shall levy a Special Assessment (as provided in the following sentence) for the amount of such deficiency and the proceeds of such Special Assessment shall become part of the Net Insurance Trust Funds. Such Special Assessment shall be levied as follows:

(a) in the case of said deficiency to Repair the General Common Elements or Residential/Office Common Elements: the Special Assessment shall be a General Common Expense or Residential/Office Common Expense, respectively, which shall be allocated to, and shall be payable by, only all Applicable Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests;

(b) in the case of said deficiency to Repair the Residential Common Elements: the Special Assessment shall be a Residential Common Expense, which shall be specially allocated to, and shall be payable by, only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and Section 339-m; or

Section 7.6 **Surplus Trust Funds**

If, conversely, the Net Insurance Trust Funds shall prove to be more than sufficient to discharge the Costs and Expenses of performing the Repairs, such surplus shall be distributed as follows:

(a) if the surplus relates to the General Common Elements or Residential/Office Common Elements: such surplus shall be allocated to all Applicable Unit Owners and distributed among them Pro Rata to their respective Common Interests;

(b) if the surplus relates to the Residential Space: such surplus shall be specially allocated to only the Residential Unit Owners and distributed among them Pro Rata to their respective Common Interests; or

Section 7.7 **Lien Priority**

No payment of any insurance proceeds or surplus Net Insurance Trust Funds shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share thereof, such amounts as may be necessary to pay off all unpaid liens on the Unit Owner's Unit (including the liens of mortgages and the liens of the Condominium Board) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event a Special Assessment is levied pursuant to the terms of Section 7.5 above for any projected deficiency in the amount of the Net Insurance Trust Funds available to the Condominium Board and, after the payment of all Costs and Expenses incurred in connection with the Repairs, any portion of the Net Insurance Trust Funds remains unspent, such surplus Net Insurance Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be refunded to the appropriate Unit Owners Pro Rata to the amount each had paid pursuant to such Special Assessment, free of any claim of any lien or (including any mortgagee) other than the lien of the Condominium Board.

Section 7.8 **Abatement in Common Charges**

7.8.1 Abatement

Except as otherwise provided in the following sentence and subsection 7.8.2 below, if, as a result of a destruction or damage, a Unit is rendered wholly or partially unusable for the purposes permitted in the Declaration, or the means of reasonable access thereto is prevented, as a result of a destruction or damage, the Common Charges otherwise payable by the Owner thereof shall proportionately abate until such Unit shall again be rendered useable for the purposes permitted in the Declaration and/or until the means of reasonable access thereto shall be restored, as the case may be. However, if the Common Charges of a Residential Unit is abated, such abatement shall not excuse the other Residential Unit Owners from the obligation to pay the full amount of the General Common Expenses payable by such group of Unit Owners. The amount of abatement shall be determined by the applicable Board Members, in their discretion, reasonably exercised.

7.8.2 Exception

The foregoing notwithstanding, if the destruction or damage shall be caused by an act, omission, negligence, abuse or neglect of the Owner, occupant, visitor or tenant of the affected Unit or their respective Agents, Employees and Contractors, the Common Charges otherwise payable by such Owner shall abate to the extent only of any proceeds of business interruption or similar insurance actually collected by the Condominium Board with respect to such affected Unit.

ARTICLE 8

COMMON CHARGES

Section 8.1 **Determination of Common Charges**

8.1.1 Declaration Governs

The projected Common Profits and projected Common Expenses of the Operation of the Common Elements and the affairs of the Condominium shall be specially allocated and apportioned by the Condominium Board, in a manner different from the "common profits and expenses" under the Condominium Act, to one or more Unit Owners pursuant to the Special Allocation and Apportionment Rule set forth in Article 9 of the Declaration, Section 339-m of the Condominium Act, Part I of the Plan, the First Year's Budget (SCHEDULE B) contained in said Part I of the Plan, the Budget Guidelines (EXHIBIT F to the Declaration) and these By-Laws. The provisions of the Declaration, including in particular (but not limited to) Article 9 thereof, are hereby incorporated herein and are paramount and shall govern the principles, rules, requirements and procedures applicable to the determination, allocation, apportionment and assessment of the Common Profits and the Common Expenses, and the resulting Common Charges payable by each Unit Owner. In the event of any inconsistency between the Declaration and these By-Laws, the Declaration shall govern and prevail.

8.1.2 Determination by Board

The Condominium Board shall determine the Common Expenses each Budget Year in accordance and compliance with the requirements of Sections 9.2 and 9.3 of the Declaration and the procedure set forth in Section 9.5 of the Declaration. In accordance therewith:

(a) the annual Budget of General Operation (as provided in Article 9 of the Declaration) shall be determined by majority of those Residential and Commercial Board Members attending a duly constituted meeting of the Condominium Board at which a quorum is present; and

(b) the annual Budget of Residential Operation (as provided in Article 9 of the Declaration) shall be determined by majority of only those Residential Board Members attending a duly constituted meeting of the Residential Board Members at which a quorum is present; and

(c) the annual Budget of Residential/Office Operation (as provided in Article 9 of the Declaration) shall be determined by majority of those Residential and Commercial Board Members attending a duly constituted meeting of the Condominium Board at which a quorum is present.

All references to the Condominium Board in this Article 8 shall mean: (a) the Residential and Commercial Board Members with respect to any matter involving the General or Residential/Office Common Expenses, the General or Residential/Office Common Charges or Special Assessments to pay the General or Residential/Office Common Expenses; or (b) only the Residential Board Members with respect to any matter involving only the Residential Common Expenses, the Residential Common Charges or Special Assessments to pay the Residential Common Expenses.

8.1.3 Allocation and Apportionment

The projected General or Residential/Office Common Expenses under each adopted annual Budget shall generally be allocated to all Residential Unit Owners and the amount allocated to each Commercial Unit Owner shall in all cases be limited and restricted strictly to the portions of the General or Residential/Office Common Expenses that are fairly and properly attributable to such Commercial Unit

Owner as provided more fully in Section 9.1.3 of the Declaration, which shall also govern the manner in which the General or Residential/Office Common Expenses allocated to all Unit Owners shall be apportioned and assessed among them. The General or Residential/Office Common Charges are the amounts assessed by the Condominium Board to the Unit Owners to pay the General or Residential/Office Common Expenses allocated to, and apportioned among, the Unit Owners in accordance with Article 9 of the Declaration.

The projected Residential Common Expenses under each adopted annual Budget shall be specially allocated to, and shall be payable by, only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests based on their exclusive or substantially exclusive Usage thereof, in accordance with the Special Allocation and Apportionment Rule and Section 339-m. The Residential Common Charges are the amounts assessed by the Board to the Residential Unit Owners to pay the Residential Common Expenses specially allocated and apportioned to them in accordance with said Article 9 of the Declaration.

8.1.4 Distribution of Budget By no later than November 15th before the start of each Budget Year, the Property Manager shall distribute to all Unit Owners a copy of the proposed annual Budget and the proposed Capital Budget for the ensuing Budget Year, which shall set forth and identify those Budget items that are part of the Residential Common Expenses, Residential/Office Common Expenses, General Common Expenses and Commercial Common Expenses, and the allocation and apportionment of each item of General or Residential/Office Common Expense to all or certain Unit Owners (as appropriate), in accordance and compliance with Section 9.5 of the Declaration, the Budget Guidelines (EXHIBIT F to the Declaration) and these By-Laws. Nevertheless, the failure to timely receive a Budget shall not excuse a Unit Owner from the obligation to timely pay Common Charges based on the last Approved Budget and last Approved Capital Budget and the full amount of increase in Common Charges under an Interim Budget as provided more fully in Section 9.5.1(l) of the Declaration.

Section 8.2 **Budget Revisions**

The Condominium Board may revise a Budget one (1) or more times during a Budget Year in accordance with the same requirements and procedure to adopt such Budget as set forth in Article 9 of the Declaration; provided, however, that after the adoption and implementation of an Approved Budget or an Approved Capital Budget, no revision thereto may be made retroactively to increase the amount of Common Charges previously billed and a Budget may not be revised after the Budget Year has expired. Nevertheless, a Budget may be adopted or revised to include a deficiency for a prior period that is payable prospectively in one (1) lump sum or installments, as determined by the Condominium Board.

Section 8.3 **Failure to Adopt**

The failure of the Condominium Board to adopt a new Budget for any Budget Year will not be regarded as a waiver of Common Charges or in any way excuse a Unit Owner from paying the Common Charges. Rather, Common Charges will continue to be paid on the basis of the last adopted Budget until a new Budget is adopted.

Section 8.4 **Special Assessments**

8.4.1 Authority

The Property Manager may levy a Special Assessment to pay the General Common Expenses or Residential Common Expenses, as applicable. A Special Assessment is subject to the same principles,

rules, requirements and procedures applicable to Common Charges, including those set forth in Article 9 of the Declaration.

8.4.2 Method of Payment

The Property Manager may require a Special Assessment to be paid in one (1) lump sum or in periodic installments with or without interest. If the applicable Unit Owners are allowed to pay a Special Assessment in installments, the Property Manager may require that each such Unit Owner evidence the Owner's obligation for the Special Assessment by signing and delivering a promissory note in favor of the Condominium Board. The note will be prepared by an attorney selected by the Condominium Board and will be in form and substance (including interest rate, if any) satisfactory to the Condominium Board. The Condominium Board may pledge, sell or make any other Disposition of all Unit Owners' notes as it sees fit. Each applicable Unit Owner will be given written notice of the amount and purpose of a Special Assessment and (if applicable) the terms of a promissory note, at least fifteen (15) calendar days before a payment is due or the promissory note is to be signed and delivered. If a Unit Owner refuses or fails to timely sign and deliver said promissory note, such Unit Owner shall be obligated to pay the full amount of the Special Assessment on the date set by the Condominium Board.

8.4.3 Remedies for Non-Payment

Special Assessments are additional Common Charges. As a result, the Condominium Board shall have all of the same rights and remedies for collection of Special Assessments and promissory notes of Unit Owners as are applicable for the collection of Common Charges.

8.4.4 Real Estate Taxes

Until such time as each Unit is separately assessed and billed for real estate taxes, the real estate taxes assessed against the Property shall be included in the General Common Expenses and levied on all Unit Owners as a Special Assessment or (at the option and discretion of the Property Manager, with the prior written approval of all Unsold Unit Owners and the Commercial Unit Owners) as part of the monthly Common Charges for forwarding same to the appropriate taxing authority on behalf of the Unit Owners (in accordance with Article 9 of these By-Laws).

Section 8.5 **Application of Net Receipts**

The net receipts (after deducting expenses) derived from Operation of the General or Residential/Office Common Elements or the Association's General or Residential/Office Properties, or payments from Unit Owners, shall be applied to pay the following General or Residential/Office Common Expenses: (a) the net receipts from Operation of the General or Residential/Office Common Elements or the Association's General or Residential/Office Properties, or from payments of the General or Residential/Office Common Charges, shall be applied to pay the General or Residential/Office Common Expenses; or (b) the net receipts from Operation of the Residential Common Elements or the Association's Residential Properties, or from payments of the Residential Common Charges, shall be applied to pay the Residential Common Expenses.

Section 8.6 **Budget Surplus and Budget Reconciliation**

8.6.1 Budget Surplus

In the event in any completed Budget Year, the General Common Charges or Residential Common Charges shall exceed the actual General Common Expenses or actual Residential Common

Expenses, respectively, the Property Manager shall reasonably determine how to apply the surplus in accordance with Section 9.9 of the Declaration, which allows the Property Manager the choice of applying all or a portion of the surplus to defray the General or Residential/Office Common Expenses or Residential Common Expenses (as applicable) of the next immediately succeeding Budget Year and/or distributing the surplus to all then existing Unit Owners who paid the surplus, and apportioning such distribution among them Pro Rata to the General or Residential/Office Common Charges or the Residential Common Charges (as applicable) assessed to such Unit Owners for said completed Budget Year, or any combination of the foregoing. In the event the Condominium Board fails to make such determination within four (4) months after the end of such Budget Year, the surplus shall be applied to defray the projected General or Residential/Office Common Expenses or the projected Residential Common Expenses (as applicable) of the next immediately succeeding Budget Year.

8.6.2 Budget Reconciliation

The Property Manager shall cause to be prepared and shall submit to the Commercial Unit Owner within three (3) months after the end of each Budget Year an audited statement of revenues and expenses, including a comparative schedule of revenues and expenses which compares on a line item basis the actual audited revenues and expenses to the budgeted revenues and expenses for such completed Budget Year, as provided in Section 9.9.2 of the Declaration. Within thirty (30) calendar days after such audited statement is submitted to the Commercial Unit Owners, the Property Manager shall also submit to the Commercial Unit Owners a written reconciliation of the overall net disparity (if any) between the General or Residential/Office Common Expenses allocated, apportioned and assessed to the Commercial Unit Owners for such completed Budget Year and said audited (actual) General or Residential/Office Common Expenses incurred for such completed Budget Year that are fairly and properly allocated and apportioned to the Commercial Unit Owners in accordance with the Special Allocation and Apportionment Rule and Section 339-m of the Condominium Act. If such reconciliation results in a net underpayment or overpayment by the Commercial Unit Owners of said audited General or Residential/Office Common Expenses fairly allocated and apportioned to the Commercial Unit Owners, the deficit (in the case of a net underpayment) shall be included in the Common Charges of the Commercial Units or the surplus (in the case of a net overpayment) shall be credited to (and reduce) the Common Charges of the Commercial Units or (at the exclusive option of a Commercial Unit Owner) refunded immediately to such Commercial Unit Owner, all as provided more fully in said Section 9.9.2 of the Declaration.

Section 8.7 **Separate Fees and Charges**

The Condominium Board shall not impose upon any Unit Owner or a Permitted Tenant/Occupant/Invitee of a Unit Owner any separate fee, charge or imposition (i.e., apart from regular Common Charges, including Special Assessments levied on all Unit Owners or only all Residential Unit Owners, as applicable) for the mere use in common of the lobby, public halls, Base Floors and similar portions of the Common Elements. The foregoing provisions shall not prohibit or prevent:

(a) the Condominium Board from assessing and collecting the regular Common Charges, including the following, which constitute additional Common Charges: (a-1) Special Assessments imposed in accordance with the provisions of these By-Laws; (a-2) real estate taxes (until the Units are separately assessed and billed); and (a-3) water charges and sewer rents for the Building, unless separately metered or billed to individual Units;

(b) the Condominium Board from assessing or charging and collecting from Owners of Sold Residential Units (but not assessing or charging Owners of Unsold Residential Units or the

Commercial Units): (b-1) reasonable fees upon the sale, conveyance, transfer or lease of a Sold Residential Unit which is not exempt from the Match Offer Right (i.e., Right of First Refusal) as provided in Section 16.11 below, or in connection with the mortgage financing or refinancing of a Sold Unit if any Board action is requested in connection therewith (such fees include the reasonable fees payable to a Managing Agent and an attorney retained by the Condominium Board in connection with such transaction); (b-2) license fees or rental for the exclusive right to use a portion of the Common Elements by a Sold Residential Unit Owner (but no such fees or rental, apart from regular Common Charges, shall be charged to an Authorized First Sold Residential Unit Owner in connection with a Unit Change pursuant to Article 13 of the Declaration); and (b-3) all such other fees and charges whenever so provided elsewhere in these By-Laws (e.g., in connection with Unit Alterations/Repairs as provided in subsection 5.2.4(k) above or violations of the Condominium Documents as provided in subsection 2.4.2(q) above) or the Declaration (e.g., in connection with any Government Documents signed by the Condominium Board as provided in Section 10.20 of the Declaration or cooperating with a Unit Owner as provided in Section 20.3 of the Declaration); or

(c) the Condominium Board from leasing or licensing portions of the Common Elements, the vending equipment, if any, and the like.

All such fees and charges shall constitute additional Common Charges allocated and assessed to the applicable Unit Owner.

Section 8.8 **Payment of Common Charges**

All Unit Owners or only all Residential Unit Owners or only Residential Unit Owners and Office Unit Owner (as applicable) shall be obligated to pay the Common Charges, Special Assessments and all other additional Common Charges assessed by the Condominium Board pursuant to the terms of Article 9 of the Declaration and this Article 8 at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, the Common Charges shall be payable in equal monthly installments in advance on the first day of every month.

Section 8.9 **Lien**

The Condominium Board, on behalf and as agent of Unit Owners, shall have a lien on each Unit and its appurtenant Common Interest for unpaid Common Charges, Special Assessments and all other additional Common Charges assessed against such Unit, together with the interest earned thereon at the rate set forth in subsection 8.13.2 below. Such lien, however, shall be subordinate to any liens for unpaid real estate taxes assessed against such Unit (to the extent required by Law) and to any lien of a prior recorded Permitted First Mortgage pursuant to subsection 16.14.1 below.

Section 8.10 **Liability**

8.10.1 Personal Liability

Each Unit Owner shall be personally liable for the payment of the Common Charges, Special Assessments and all other additional Common Charges assessed against the Owner's Unit that are due and payable to and including (but not after) the date of conveyance or transfer of title to the Unit together with its appurtenant Common Interest in compliance with the terms of Article 16 hereof. Accordingly, a Unit Owner shall not be liable for any Common Charges, including any installments of a Special

Assessment, due and payable subsequent to such permitted conveyance or transfer of the Owner's Unit and its appurtenant Common Interest.

8.10.2 No Exemption for Waiver

No Unit Owner shall be exempted from liability for the payment of Common Charges (including Special Assessments or other additional Common Charges) by waiving the Use and Enjoyment of any or all of the Common Elements or by abandoning such Owner's Unit (except with respect to a conveyance of a Unit to the Condominium Board, without compensation, pursuant to the terms of Section 8.11 below).

8.10.3 No Abatement for Service Failure

Except as expressly provided to the contrary in Section 7.8 above, no Unit Owner shall be entitled to a reduction or abatement in, or to delay payment of, the Common Charges, Special Assessments or other additional Common Charges for any inconvenience or discomfort arising from: (a) the failure, interruption or diminution of any utility, Building or other services; (b) the construction, equipping, outfitting, Repair or Alteration of the Common Elements or any Unit (including such Owner's Unit) pursuant to the terms of the Declaration or these By-Laws; (c) any action taken or omitted by the Condominium Board or the officers of the Condominium Association to comply with the Law; or (d) any action taken by Sponsor or a Commercial Unit Owner pursuant to the Declaration, these By-Laws or the Plan.

8.10.4 Promissory Note

Each Unit Owner shall be personally liable under such Owner's promissory note given to the Condominium Board in payment of a Special Assessment pursuant to subsections 2.4.2(f) and 8.4.2 above, but shall not be liable with respect to any installment payment thereof due after title to the Unit together with its appurtenant Common Interest is conveyed or otherwise transferred in compliance with the terms of Article 16 hereof, provided that at title closing the succeeding Owner of the Unit shall execute and deliver to the Condominium Board, and the Condominium Board or its Managing Agent or attorney shall receive, a written agreement of such succeeding Owner assuming unconditionally the obligation to pay the then unpaid installments under such promissory note. Such assumption agreement shall be in the form prepared by an attorney retained by the Condominium Board, at the sole Cost and Expense of the Owner of the Unit being conveyed or transferred, and is to be in the form and content satisfactory solely to the Condominium Board.

8.10.5 Liability of Succeeding Owner

Each succeeding Owner of a Unit (howsoever title to the Unit is acquired) shall be liable for the payment of all unpaid Common Charges and additional Common Charges (including all unpaid installments of a Special Assessment or of said promissory note and any other indebtedness owing under promissory notes given by a predecessor Owner of the Unit to the Condominium Board) and any other unpaid indebtedness owing to the Condominium Board with respect to such Unit prior to such new Owner's acquisition thereof; except that a Permitted First Mortgagee or its affiliate or designee who acquires title to a Unit at a foreclosure sale of such Permitted First Mortgage or by deed in lieu of such foreclosure, or a purchaser who acquires title to the Unit at such foreclosure sale or by deed in lieu of such foreclosure, shall not be liable, and such Unit shall not be subject to a lien, for past due Common Charges and additional Common Charges (including past due installments of a Special Assessment or past due payments or indebtedness under a promissory note) which were assessed, levied or arose

subsequent to the recording of such Permitted First Mortgage and before acquisition of title to such Unit by said Permitted First Mortgagee, or its affiliate or designee, or by such purchaser (as applicable).

8.10.6 Continuing Liability After Mortgage or Other Lien Foreclosure

In the event of a foreclosure of a Permitted First Mortgage or a tax lien (whether by a lien foreclosure sale, or a deed in lieu of such foreclosure or otherwise), the defaulting or delinquent Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and additional Common Charges, including Special Assessments and any other indebtedness owing to the Condominium Board with respect to such Unit, that accrued prior to the consummation of such foreclosure or conveyance in lieu thereof.

8.10.7 Default

In case of a default by a Unit Owner, any deficit resulting from unpaid General Common Charges or Residential Common Charges (including Special Assessments or other additional Common Charges) that are not collected from such defaulting or delinquent Unit Owner shall be deemed, respectively, a General Common Expense or Residential Common Expense collectible only from all those who are in the same group of Unit Owners as such defaulting Unit Owner at the time that the same is levied. For example, if the defaulting Unit Owner is a Residential Unit Owner, the deficit resulting from the non-payment of the General Common Charges and Residential Common Charges (including Special Assessments or other additional Common Charges) levied on such defaulting Unit Owner shall be allocated entirely to all other Residential Unit Owners and apportioned and assessed among the Pro Rata to their respective Common Interests.

Section 8.11 **Conveyance to Condominium Board**

Any Unit Owner may convey the Owner's Unit, together with its appurtenant Common Interest, to the Condominium Board or (at the exclusive option of the Board) to its nominee or designee, corporate or otherwise, on behalf and as agent of Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments (including all installments to become due pursuant to promissory notes, if any, given to the Condominium Board in payment of a Special Assessment) thereafter accruing; provided, however, that:

(a) all Common Charges, any Special Assessments (including all unpaid installments and any other indebtedness owing under said promissory notes) and any other additional Common Charges then due and payable with respect to such Unit have been paid in full and collected;

(b) (unless waived by the Condominium Board in its sole and absolute discretion) such Unit is free and clear of all liens, encumbrances, leases and occupancies, other than the statutory lien for unpaid Common Charges and Special Assessments (provided no monies are then owing under such statutory lien); and

(c) no violation of any provision of the Condominium Documents then exists with respect to such Unit.

Section 8.12 **Statement of Common Charges**

The Condominium Board shall with reasonable promptness provide a written statement of all unpaid Common Charges (including Special Assessments and any other additional Common Charges) and any other indebtedness due from any Unit Owner upon its receipt of a written request therefor from

such Unit Owner. Such statement shall be conclusive upon the Condominium Board and the Unit Owners in favor of all Persons who rely thereupon in good faith.

Section 8.13 **Collection and Remedies on Non-Payment of Common Charges**

8.13.1 Lien and Remedies

The Condominium Board shall take prompt action to collect any Common Charges (including Special Assessments and any other additional Common Charges) due to the Condominium Board that remains unpaid for more than thirty (30) calendar days after the due date for the payment thereof. In connection therewith, the Condominium Board shall have the right and obligation: (a) to cause a lien for all sums due and owing to the Condominium Board to be filed against the applicable Unit with reasonable diligence in the County Clerk's Office pursuant to the terms of Section 339-z of the Condominium Act; and (b) to cause such lien to be foreclosed in the manner provided in Section 339-aa of the Condominium Act. So long as the Sponsor Board Members constitute a majority of the Residential Board Members, Sponsor (or other applicable Unsold Residential Unit Owner) shall cause the Condominium Board to file such lien under the Condominium Act on those Unsold Residential Units owned by Sponsor (or other applicable Unsold Residential Unit Owner) in which Sponsor (or other applicable Unsold Residential Unit Owner) is more than thirty (30) calendar days in arrears in payment of Common Charges, including Special Assessments and any other additional Common Charges. In addition, the Condominium Board may (in its sole and absolute discretion) purchase or acquire directly or through its nominee or designee the applicable Unit by deed in lieu of foreclosure and/or bring a suit to recover a money judgment for unpaid Common Charges without foreclosing or waiving the lien securing such charges and/or institute any and all other proceedings and actions deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectible by the Condominium Board by reason of such nonpayment pursuant to the terms of this Section 8.13.

8.13.2 Interest and Late Charge

In the event that any Sold Unit Owner (but not Sponsor, an Unsold Unit Owner or a Commercial Unit Owner, all of whom shall be exempt from the following interest, late charge and collection payments) shall fail to make payment of Common Charges (including any Special Assessments and any other additional Common Charges) within ten (10) calendar days from the due date, such Sold Unit Owner shall be obligated to pay the Condominium Board, promptly following written demand:

(a) per diem interest thereon at a rate equal to the lower of 16% a year or the highest rate allowed by Law to be charged to individuals; such interest to be computed from the due date thereof until full payment is received by the Board; and/or (b)

(b) a late charge in an amount determined by the Condominium Board (but not to exceed $0.05 on each overdue dollar); together with

(c) all Costs and Expenses paid or incurred by the Condominium Board, the Managing Agent or the manager (if any) in connection with said non-payment of Common Charges (including Special Assessments and any other additional Common Charges), any default notices given in connection therewith, and collecting such unpaid monies, said interest and/or late charge and in filing and foreclosing the aforementioned lien.

Nothing herein shall excuse the obligation, or extend the time period, to pay the Common Charges (including a Special Assessment and any other additional Common Charges) or other indebtedness.

8.13.3 Receiver

In addition, if the Condominium Board brings an action to foreclose the aforementioned lien, the defaulting Unit Owner will be required to pay a reasonable rental for the use of such Owner's Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

8.13.4 Additional Common Charges

All such interest, late charge and Costs and Expenses provided in subsection 8.13.2 above, and such rental provided in the preceding subsection 8.13.3, shall be added to, and shall constitute, additional Common Charges payable by such Unit Owner.

8.13.5 Purchase by Board

In any Lawsuit brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Condominium Board shall have the power, on behalf and as agent of the applicable Unit Owners (e.g., only all Residential Unit Owners in the case of a foreclosure of a Residential Unit), in its own name or in the name of its nominee or designee, to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, Operate, mortgage, convey and make any other Disposition of such Unit (but not to vote the votes appurtenant to the same), subject to compliance with subsections 2.4.2(g) and (o) above, if applicable.

8.13.6 Deficiency or Surplus

In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, receiver's fees and expenses, court costs and other Costs and Expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium Board, such Unit Owner shall remain personally liable for the deficiency. Any surplus on such foreclosure sale shall be paid to the defaulting Unit Owner after first paying all liens on such Owner's Unit in the order of priority of such liens.

8.13.7 Part of Association's Residential Properties

Each Residential Unit acquired by the Condominium Board or its nominee or designee in connection with the enforcement of its lien for unpaid Common Charges or otherwise shall constitute part of the Association's Residential Properties and shall be held by the Condominium Board or its nominee or designee on behalf and as agent of only the Residential Unit Owners. Accordingly and as an example, the purchase price and all Costs and Expenses incurred in connection with the acquisition, Operation and Disposition of a Residential Unit by the Condominium Board or its nominee or designee shall be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and Section 339-m.

8.13.8 No Partition or Occupancy

While a Unit (including the Superintendent's Unit) is owned, leased, held or otherwise Operated by the Condominium Board or its nominee or designee, no Unit Owner shall have the right: (a) to bring an action for partition or (b) to use or occupy any said Unit acquired, leased, held or otherwise Operated by the Condominium Board or its nominee or designee.

Section 8.14 **Sales, Use or Occupancy Tax Exemptions**

The Condominium Board will adopt and follow such procedures as may be available, without additional cost to the Condominium Board (unless the applicable Unit Owner pays same), to enable any Unit Owner eligible for exemption from New York State and/or New York City sales, use and/or occupancy taxes to enjoy such exemption with respect to such Unit Owner's share of Common Expenses. Any benefits obtained by the Condominium Board as a result thereof shall be passed through to and shall belong exclusively to the Unit Owner entitled to any such exemption and if more than one (1) Unit Owner is entitled to such exemption, such benefits shall be apportioned among all Unit Owners entitled to such exemption Pro Rata to the Common Expenses allocable to the Units of such Unit Owners entitled to such exemption.

ARTICLE 9

PROPERTY TAXES AND CHARGES

Section 9.1 **Real Estate Taxes**

9.1.1 Included in Common Expenses

Until such time as each Unit is separately assessed and billed for real estate taxes, the real estate taxes, business improvement district assessments (if any) or charges and other assessments levied with respect to the Property (collectively, "**Real Estate Taxes**" or "**Real Estate Tax**") shall be included in the General Common Expenses and collected by the Condominium Board in addition to, and as part of, the General Common Charges, as provided herein, and forwarded to the appropriate taxing authority on behalf of the Unit Owners when due and payable before the imposition of interest or penalties for late payment.

9.1.2 Allocation and Apportionment

Real Estate Taxes shall be apportioned to each Residential Unit Pro Rata based on the Common Interest allocated to each Residential Unit in proportion to all other Residential Units (the "**Tax Share**").

9.1.3 Payment and Application

Each Unit Owner shall pay to the Property Manager, within ten (10) calendar days of written demand therefor, an amount equal to such Owner's Tax Share of Real Estate Taxes. At the exclusive option of the Property Manager, such amount of the respective Owners' Tax Share may be payable in one (1) lump sum or in monthly installments, each installment to be in a sum sufficient to pay the Real Estate Taxes one (1) month prior to the date same become due and payable without the imposition of interest or penalties for late payment. All amounts collected by the Property Manager from Unit Owners as their Tax Shares shall be segregated from other monies of the Condominium and used solely to pay the Real Estate Taxes with reference to which such Tax Shares were determined. In lieu of the foregoing, Sponsor, as Owner of Unsold Units and each Commercial Unit Owner, may (at its option) timely deliver to the Property Manager (on or prior to the morning of the date due before the imposition of interest or penalties for late payment) a check payable to the New York City Department of Finance (or other applicable taxing authority) in an amount equal to its Tax Share of Real Estate Taxes applicable to its Unsold Units, which check the Property Manager shall remit to the taxing authority along with other payments by the Property Manager of such Real Estate Taxes.

9.1.4 Real Estate Tax Exemption or Abatement

If a Unit Owner receives a Real Estate Tax exemption or abatement for its Unit that is reflected in the tax bill for the Property, then from and after, and for so long as, such Real Estate Tax exemption or abatement is in effect and reflected in the bill for Real Estate Taxes, such Unit Owner shall be entitled to an adjustment in the Tax Share allocated and assessed to its Unit and payable by it on account of its Unit, based on the amount of such Real Estate Tax exemption or abatement; provided, however, that such Unit Owner gives the Property Manager reasonably satisfactory documentation of such exemption or abatement. A Unit Owner receiving a Real Estate Tax exemption or abatement for its Unit shall have the sole right and responsibility to collect from the collecting Governmental Authority any refund or rebate of Real Estate Taxes to which such Owner is entitled as a result of such exemption or abatement, and such Unit Owner shall not be entitled to any adjustment in the Common Charges. The Property Manager (without incurring any Costs or Expenses, unless paid by such Unit Owner) shall cooperate with such Unit Owner in obtaining such refund or rebate.

9.1.5 Separate Assessment

Once the Units are separately assessed and each Owner is billed directly by the taxing authority for the Real Estate Taxes assessed against the Owner's Unit, each Unit Owner shall be required to pay the Real Estate Taxes directly to said taxing authority.

9.1.6 Application for Remission, Refund, Exemption and/or Abatement

Any Unit Owner shall have the right to apply for a tax remission, tax refund, tax exemption and/or tax abatement with respect to such Owner's Unit without the consent of the Board and/or any other Unit Owners.

9.1.7 Adjustment

The Condominium Board and each Unit Owner shall have the right, for only sixty (60) calendar days after the Units are separately assessed and billed for Real Estate Taxes ("time being of the essence"), to adjust any overpayment or underpayment of Real Estate Taxes included in the Common Expenses and paid by such Owner as part of the Common Charges. Such adjustment shall be based on the difference between the Tax Share paid by said Unit Owner and the product of:

(a) the taxable assessed valuation of the Property at closing of title to such Owner's Unit (inclusive of any real estate tax exemption or abatement, if applicable pursuant to subsection 9.1.4 above);

multiplied by

(b) the ratio that the initial actual separate assessed valuation of such Unit bears to the aggregate initial actual separate assessed valuations of all Units (in each case inclusive of any real estate tax exemption or abatement, if applicable pursuant to subsection 9.1.4 above);

multiplied by

(c) the tax rates applicable to such Unit from and after said closing of title thereof.

The amount of the overpayment or underpayment is required to be paid within ten (10) calendar days after written notice is sent by the Board or a Unit Owner (including Sponsor or a Commercial Unit Owner), as applicable, detailing the calculation of the amount owed, provided such notice is sent within such sixty (60) calendar day deadline period. The notice shall be accompanied by suitable proof of the

initial separate assessed valuation of the Unit and the aggregate initial separate assessed valuations of all Units (such as a real estate tax bill(s) and/or a title report). If the amount due is not paid within the ten (10) calendar day period ("time being of the essence"), then the Party owed payment shall be reimbursed: (a) per diem interest on the unpaid amount at the yearly rate set forth in subsection 8.13.2 above, computed from the end of the ten (10) calendar day period until payment is received (to compensate for lost opportunity of earnings on the amount past due); and (b) the Costs and Expenses of collection. Any amounts payable to Condominium Board pursuant to this Section 9.1 shall constitute additional Common Charges of the applicable Unit.

Section 9.2 **Real Estate Tax Benefits**

9.2.1 Right to Apply

Each Unit Owner, without the approval or consent of the Condominium Board and/or any other Unit Owners, shall have the right to apply for Real Estate Tax exemption and/or abatement with respect to such Owner's Unit or Units. The approval , consent and signatures of the other Unit Owners and/or the Board shall not be required in connection with any such application or other document necessary or convenient to the exercise by a Unit Owner of any of its rights or powers under this Section 9.2, including any application or document required by the Department of Buildings and/or the Real Property Assessment Bureau of The City of New York. Nonetheless, at the request of such Unit Owner, the Board on behalf of all other Unit Owners shall promptly execute and return any such applications or other documents, subject to and in compliance and accordance with Article 20 of the Declaration (and in particular, but not limited to, Section 20.3 thereof).

9.2.2 Limited Power of Attorney

With the intention to constitute a durable limited power of attorney, each and every Unit Owner, by accepting or recording a deed to a Unit or otherwise succeeding to title to a Unit (whether through operation of Law or by conveyance, transfer, merger, consolidation, liquidation, dissolution or otherwise) shall thereupon automatically have, and be deemed to have, irrevocably authorized, appointed and designated Sponsor, as Owner of Unsold Units, as agent and attorney-in-fact, "coupled with an interest" and granted for valuable consideration, and with full power of substitution of such Unit Owner, to act on behalf and as agent of such Unit Owner, and in the name, place and stead of such Unit Owner in any way such Unit Owner would do if personally present, to the full extent that such Unit Owner is permitted to act through an agent, with respect only to the execution, delivery and filing of any such application or document referred to in this Section 9.2 applicable to one (1) or more of Sponsor's Unsold Units.

Section 9.3 **Water Charges and Sewer Rent**

Water and sewer services are provided by The City of New York and are separately submetered to each Commercial Unit and paid by each Commercial Unit Owner to the Condominium Board as measured by the Unit's submeters and the then applicable rates of the taxing authority, plus any taxes. All other water and sewer services are obtained by the Condominium Board (on behalf of all Residential Unit Owners) to provide water and sewer services to the Residential Common Elements and the Residential Units for domestic hot and cold water, lavatories and sanitary sewerage. The water charges and sewer rents (collectively, "**Water and Sewer Charges**") for said services to the Residential Space shall be paid pursuant to one (1) common meter ("**Building's Water Meter**") after deducting water consumed by the Commercial Units as measured by said submeters. The General Common Elements use water in connection with the Building's fire protection Systems, which only use water in an Emergency, resulting in negligible or inconsequential consumption. Accordingly, no costs for water or sewer services will be allocated to the General Common Expenses.

All Water and Sewer Charges are for water and sewer services provided to the Residential Space and shall be allocated, apportioned and assessed among only all Residential Unit Owners Pro Rata to their respective Common Interests.

The Condominium Board shall read, Maintain, Repair and Alter the Building's Water Meter and the Costs and Expenses thereof shall be specially allocated to only the following: (a) in the case of a submeter, to only the applicable Commercial Unit Owner; or (b) in the case of the Building's Water Meter, to only the Residential Unit Owners and apportioned among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and Section 339-m.

Any dispute under this Section 9.3 shall be resolved by arbitration pursuant to Article 19 of these By-Laws.

Section 9.4 **Board Certificate**

In connection with any proposed conveyance, lease or mortgage of all or part of a Unit, for so long as the Condominium Board is paying Real Estate Taxes for all Units and/or Water and Sewer Charges for the Commercial Units and Residential Space, the Condominium Board or an officer of the Board shall sign on behalf of the Board and deliver to a Unit Owner, within ten (10) calendar days after written request therefor is given by such Unit Owner, a certification as to the obligation and agreement of the Board to pay the Real Estate Taxes for the Property and/or Water and Sewer Charges for the Commercial Units and the Residential Units. Such certification shall be addressed to such Unit Owner and/or the proposed purchaser (grantee), tenant or mortgagee, and any title insurer, as directed by such Unit Owner, and shall be conclusive upon the Condominium Board and Unit Owners in favor of all Persons who rely thereupon in good faith.

Section 9.5 **Vault Charges**

All license fees, taxes and charges (collectively, "**Vault Tax**") for the General Vault shall be paid by the Condominium Board as part of the General Common Expenses, which shall be allocated and assessed to all General Unit Owners Pro Rata to their respective Common Interests. Owner of the Retail Unit having exclusive use of the Retail Vaults shall pay the Vault Tax imposed on said Vault directly to the applicable taxing Governmental Authority. The Residential Unit Owners shall solely pay the Vault Tax imposed on the Residential Vault(s).

ARTICLE 10

UTILITIES

Section 10.1 **Electric Service to Units**

Electric service to the Residential Units will be billed by the Condominium Board to each Residential Unit based on a computerized submetering system and the then current applicable electric rates of the utility provider plus any taxes. Electric service to each Commercial Unit is separately metered and will be paid by each Commercial Unit Owner directly to the utility as measured by the Unit's individual meter.

Section 10.2 **Electric Service to Common Elements**

Electric service to the Residential Common Elements and the General and Residential/Office Common Elements is commonly metered and shall be billed by the Condominium Board to the following Unit Owners based on a consumption or Usage survey made by a qualified, licensed electrical or

consulting engineer, the then applicable electric rate of the utility provider (plus an estimated inflation factor, if considered appropriate) and applicable taxes, in accordance with the Special Allocation and Apportionment Rule and Section 339-m: (a) the estimated costs of electric service to the General and Residential/Office Common Elements shall be included in the General and Residential/Office Common Expenses, respectively, and charged to all Unit Owners Pro Rata to their respective Common Interests; and (b) the estimated costs of electric service to the Residential Common Elements shall be specially allocated and assessed to only all Residential Unit Owners and apportioned among them Pro Rata to their respective Common Interests. For the first twelve (12) months of Condominium operation following the First Closing under the Plan, the projected costs of electric service to the General and Residential/Office Common Elements and the Residential Common Elements shall be based on the electric consumption or Usage survey prepared by Marino Gerazounis and Jaffe Associates ("**Marino**") and summarized in a Note to SCHEDULE B in Part I of the Plan. Thereafter, the projected consumption of electricity by the General and Residential/Office Common Elements and by the Residential Common Elements shall continue to be based on the same ratio that their respective projected consumption of electricity bears to the total projected consumption of electricity as estimated by Marino and contained in said Note to SCHEDULE B until changed, at the option of the Condominium Board or a Commercial Unit Owner, to be based on a new electric consumption or Usage survey made by Marino or other qualified, licensed electrical or consulting engineer chosen by the Condominium Board (or a Commercial Unit Owner if the Board fails to make a choice within 30 calendar days after written notice is given from such Commercial Unit Owner to so do). Any dispute with respect to the foregoing shall be resolved by arbitration pursuant to Article 19 of these By-Laws.

Section 10.3 **Gas Service to Commercial Units**

Gas service to each Commercial Unit is separately metered and shall be paid by each Commercial Unit Owner directly to the utility provider as measured by the Unit's individual meter.

Section 10.4 **Gas Service to General Common Elements and Residential Space**

Gas service to the Residential Space (for HVAC, hot water and cooking) and the General and Residential/Office Common Elements (for heat) is commonly metered and shall be billed by the Condominium Board to the following Unit Owners based on a gas consumption or Usage survey made by a qualified, licensed mechanical or consulting engineer, the then applicable gas rate of the utility provider (plus an estimated inflation factor, if considered appropriate) and applicable taxes, in accordance with the Special Allocation and Apportionment Rule and Section 339-m: (a) the estimated costs of gas service to the General and Residential/Office Common Elements shall be included in the General and Residential/Office Common Expenses, respectively, and charged to all Unit Owners Pro Rata to their respective Common Interests; and (b) the estimated costs of gas service to the Residential Space shall be specially allocated and assessed to only all Residential Unit Owners and apportioned among them Pro Rata to their respective Common Interests. For the first twelve (12) months of Condominium operation following the First Closing under the Plan, the costs of gas service to the General and Residential/Office Common Elements and the Residential Space shall be based on the gas consumption or Usage survey prepared by Marino and summarized in a Note to SCHEDULE B in Section F at Part I of the Plan. Thereafter, the projected consumption of gas by the General and Residential/Office Common Elements and by the Residential Space shall continue to be based on said Note to SCHEDULE B until changed, at the option of the Condominium Board or a Commercial Unit Owner, to be based on a new gas consumption or Usage survey made by Marino or other qualified, licensed mechanical engineer chosen by the Condominium Board (or a Commercial Unit Owner if the Board fails to make a choice within 30 calendar days after written notice is given from such Commercial Unit Owner to so do). Any dispute with respect to the foregoing shall be resolved by arbitration pursuant to Article 19 of these By-Laws.

Section 10.5 **Utility Installations**

Each such electric and gas meter or submeter (as applicable) and its related Installations (collectively, "**Utility Installations**") shall be read, Maintained, Repaired and Altered by, and at the Cost and Expense of, the following:

(a) in the case of the Utility Installations serving exclusively the Residential Space: all such Work shall be performed by the Condominium Board and the Costs and Expenses thereof shall be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and Section 339-m;

(b) in the case of Utility Installations serving exclusively the General Common Elements: all such Work shall be performed by the Condominium Board and the Costs and Expenses thereof shall be allocated, apportioned and assessed to all Units Pro Rata to their respective Common Interests;

(c) in the case of Utility Installations serving the General Common Elements and either or both the Residential Space and a Commercial Unit: all such Work shall be performed by the Condominium Board and the Costs and Expenses thereof shall be allocated, apportioned and assessed to the Units Pro Rata to the respective amounts assessed to the Units for electric and gas service provided to the General Common Elements, the Residential Space and the Commercial Unit served by such Utility Installations;

(d) in the case of the Utility Installations serving exclusively a Residential or Commercial Unit: all such Work shall be performed by, and at the sole Cost and Expense of, the Owner of such Residential or Commercial Unit, as applicable; and

(e) in the case of the Utility Installations serving exclusively the Residential/Office Common Elements: all such Work shall be performed by the Condominium Board and the Costs and Expenses thereof shall be included in the Residential/Office Common Expenses, which shall be specially allocated to all Residential Unit Owners and the Office Unit Owner and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and Section 339-m.

Any dispute under this Section 10.5 shall be resolved by arbitration pursuant to Article 19 of these By-Laws.

Section 10.6 **HVAC and Hot Water Equipment and Installations**

The HVAC and hot water Equipment and related Installations (collectively, "**HVAC/HW Installations**") shall be Maintained, Repaired and Altered by, and at the sole Cost and Expense of, the following:

(a) in the case of the HVAC/HW Installations serving exclusively the Residential Space: all such Work shall be performed by the Condominium Board and the Costs and Expenses thereof shall be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and Section 339-m;

(b) in the case of HVAC/HW Installations serving exclusively the General Common Elements: all such Work shall be performed by the Condominium Board and the Costs and Expenses thereof shall be allocated, apportioned and assessed to all Units Pro Rata to their respective Common Interests;

(c) in the case of HVAC/HW Installations serving the General Common Elements and either or both the Residential Space and the Commercial Units: all such Work shall be performed by the Condominium Board and the Costs and Expenses thereof shall be allocated, apportioned and assessed to the Units Pro Rata to the respective amounts assessed to the Units for electric and gas service provided to the General Common Elements, the Residential Space and the Commercial Units served by such Utility Installations;

(d) in the case of the HVAC/HW Installations serving exclusively a Unit: all such Work shall be performed by, and at the sole Cost and Expense of, the Owner of such Unit; and

(e) in the case of the HVAC/HW Installations serving exclusively the Residential/Office Common Elements: all such Work shall be performed by the Condominium Board and the Costs and Expenses thereof shall be included in the Residential/Office Common Expenses, which shall be specially allocated to all Residential Unit Owners and the Office Unit Owner and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and Section 339-m.

ARTICLE 11

USES AND OCCUPANCY OF PROPERTY AND ADJACENT SIDEWALKS

Section 11.1 **Declaration Governs**

The Property, including the Common Elements and the Units and the Immediately Adjacent Sidewalks to the Property, shall be used, Operated, rented and occupied in accordance with the provisions of the Declaration, including in particular (but not limited to) Articles 10 through 15 thereof, which are hereby incorporated herein and are paramount and shall govern any provision of these By-Laws inconsistent therewith.

Section 11.2 **Common Elements**

11.2.1 General Common Elements

Generally, the General Common Elements are for the Use and Enjoyment in common by all Unit Owners and their respective Permitted Tenants/Occupants/Invitees for all purposes for which they are reasonably intended, suited and capable in connection with the permitted Use and Enjoyment of the Property as a whole or for both one (1) or more Residential Units and the Commercial Units in accordance and compliance with, and subject and subordinate to the rights and easements provided in, these By-Laws and the Declaration.

11.2.2 Residential Common Elements

Generally, the Residential Common Elements are for the exclusive, or primarily exclusive, Use and Enjoyment in common by all Residential Unit Owners and their respective Permitted Tenants/Occupants/Invitees for all purposes for which they are reasonably intended, suited and capable in connection with the permitted Use and Enjoyment of the Residential Space in accordance and compliance with, and subject and subordinate to the rights and easements provided in, these By-Laws and the Declaration.

11.2.3 Residential/Office Common Elements

Generally, the Residential/Office Common Elements are for the Use and Enjoyment in common by all Residential Unit Owners and the Office Unit Owner and their respective Permitted Tenants/Occupants/Invitees for all purposes for which they are reasonably intended, suited and capable in connection with the permitted Use and Enjoyment of the Property as a whole or for both one (1) or more Residential Units and the Office Unit in accordance and compliance with, and subject and subordinate to the rights and easements provided in, these By-Laws and the Declaration.

11.2.4 Use Determined by Board

The Condominium Board shall have the right to reasonably determine, and to amend from time to time (with and subject to obtaining the approval of the Commercial Unit Owners with respect to the General Common Elements or the Residential/Office Common Elements), the Rules and Regulations, including the adoption of new and additional Rules and Regulations, governing the use and changes in use of the areas, Equipment and Installations comprising the Common Elements (i.e., the General Common Elements, the Residential Common Elements, the Residential/Office Common Elements, and (if established) the Limited Common Elements, the Commercial Limited Common Elements and the Individual Limited Common Elements), provided all such uses shall be in accordance and compliance with, and subject and subordinate to the rights and easements provided in, these By-Laws and the Declaration.

All such reasonable determinations (including the adoption and Amendment of Rules and Regulations (with and subject to obtaining the approval of the Commercial Unit Owners with respect to the General Common Elements or the Residential/Office Common Elements)) shall be made by the following Board Members on behalf of the Condominium Board:

(a) in the case of the General Common Elements, all such reasonable determinations shall be made by majority of those Residential and Commercial Board Members attending a duly constituted Board meeting at which a quorum is present;

(b) in the case of the Residential Common Elements and (if established) the Limited Common Elements and Individual Residential Common Elements, all such determinations shall be made by majority of those Residential Board Members (including the Sponsor and Independent Board Members) attending a duly constituted meeting of the Residential Board Members at which a quorum is present; and

(c) in the case of the Commercial Limited Common Elements (if established) and Individual Commercial Limited Common Elements (if established), all such determinations shall be made by the Commercial Board Members.

(d) in the case of the Residential/Office Common Elements, all such reasonable determinations shall be made by majority of those Residential/Office Board Members (including the Sponsor and Independent Board Members) attending a duly constituted meeting of the Residential/Office Board Members at which a quorum is present.

11.2.5 Rights and Easements

The foregoing rights of Unit Owners to Use and Enjoy the Common Elements (including the General and Residential/Office Common Elements, the Residential Common Elements and (if

established) the Limited Common Elements, the Commercial Limited Common Elements and the Individual Limited Common Elements), and the foregoing right of the Condominium Board to reasonably determine the uses of the Common Elements, shall be subject and subordinate to: (a) the various rights and easements set forth in the Declaration, including in particular (but not limited to) Articles 10, 11, 12 and 13 thereof; and (b) Sponsor's/Commercial Owners' Rights set forth in the Plan, the Declaration and these By-Laws, which are superior, paramount and take preference over the rights of: (b-1) Unit Owners and their Permitted Tenants/Occupants/Invitees; and (b-2) the Condominium Board.

Section 11.3 **Units**

11.3.1 Use of Units

Each Unit shall be used in compliance with Article 10 of the Declaration, including in particular (but not limited to) Section 10.2 thereof, and only for the purposes permitted in Article 10 of the Declaration, including in particular (but not limited to):

(a) Section 10.13 thereof, which provides (among other things) that each Sold Residential Unit shall be used only as a private one-family dwelling and incidental home occupations allowed by Law, and for no other purpose, and in compliance with the requirements and restrictions set forth therein;

(b) Section 10.14 thereof, which provides (among other things) that each Storage Bin shall be used only for accessory storage of non-combustible materials or materials that do not burn rapidly of the Owner thereof and the tenants and occupants of such Owner's Sold Residential Unit in accordance with applicable laws and Storage Bin License Agreement, and for no other purpose; and

(c) Section 10.15 thereof, which provides (among other things) that:

(c-1) Unsold Residential Units and the Commercial Units shall not be subject to the requirements and restrictions on use set forth in the Condominium Documents with respect to Sold Units;

(c-2) any one (1) or more of such Unsold Residential Units, may be used and changed to be used as models, offices for the sale, Promotion, rental, Operation and management of Unsold Units and for any lawful purpose other than applicable Prohibited Uses;

(c-3) the Commercial Units may be used and changed to be used as one (1) or more restaurants, food stores, banks, clothing stores and other retail establishments, whether or not similar to the foregoing, and for any other lawful purpose other than applicable Prohibited Uses;

(c-4) such permitted uses of Unsold Residential Units and the Commercial Units may be noisy, emit odors, involve heavy traffic and cause other effects that need not necessarily be compatible with the primary use of the Building for dwelling purposes; and

(c-5) the Condominium Board and other Unit Owners shall not have the right to approve the use or any changes in use, or the tenants, occupants or Operation of, or the business conducted in, Unsold Units or the Commercial Units or any portions thereof; provided such use, occupancy and business are not applicable Prohibited Uses.

11.3.2 Occupancy of Sold Residential Units

In order to provide for the congenial occupancy of the Property, to protect the value of the Units and to comply with the applicable Laws, occupancy of a Sold Residential Unit shall be limited and restricted to the following individuals in accordance and compliance with the Occupancy Requirements set forth more generally in Article 10, Section 10.13 of the Declaration: (a) the Owner of a Sold Residential Unit and such Owner's household; or an individual who is a permitted tenant of such Owner or a permitted subtenant of such permitted tenant, and the permitted tenant's or permitted subtenant's household; and (b) temporary non-paying guests of the Owner or a permitted occupant of the Unit.

If a Sold Residential Unit is owned by a corporation, limited liability company, partnership, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, sovereign government, consulate, Governmental Authority or any other Entity, occupancy shall be restricted and limited to the following individuals: (a) an officer, director, shareholder, member, partner, beneficiary, principal, government official or an employee designated by such Owner and such individual's household; or a permitted tenant of such Owner or a permitted subtenant of such permitted tenant and such permitted tenant's or permitted subtenant's household; and (b) temporary non-paying guests of the Owner or a permitted occupant of the Unit.

The Owner's household, domestic employees and temporary non-paying guests are permitted to occupy the Sold Residential Unit even though the Owner or the designated occupant or permitted tenant or permitted subtenant (as applicable) is absent. No transient occupant (other than a temporary non-paying guest) shall be accommodated in a Sold Residential Unit at any time. No Sold Unit Owner shall permit or suffer such Owner's Sold Unit to be used or occupied in violation hereof or the Declaration.

Notwithstanding the foregoing, the Condominium Board may, in its sole and absolute discretion, grant permission for occupancy of a Sold Residential Unit by Persons other than those set forth above, subject, however, to compliance with the zoning Law. If granted, such permission must be in writing and shall be personal to such Sold Residential Unit Owner or the permitted tenant or permitted subtenant of the Sold Residential Unit (as applicable) and shall not inure to the benefit of the successors or assigns of such Owner or tenant or subtenant (as applicable).

The foregoing restrictions and limitations do not apply to Sponsor Units, Unsold Units or the Commercial Units, each of which may be occupied by anyone regardless of any relationship or lack of relationship with the Owner thereof, subject, however, to compliance with the zoning law.

11.3.3 Subordination

Any lease or occupancy agreement of a Sold Unit entered into after the recording of the Declaration shall be subject and subordinate to the provisions of these By-Laws and the Declaration.

11.3.4 Remedies

If a Sold Unit Owner permits or suffers such Owner's Sold Unit to be used or occupied in violation of these By-Laws or the Declaration, such violation shall constitute a material breach and default of such Unit Owner's obligations and shall entitle the Condominium Board to all rights and remedies available at Law and in equity against: (a) such Sold Unit Owner, including to enjoin the violation pursuant to Section 17.2 below; (b) the offending tenant or occupant of such Sold Unit, including suits and proceedings at Law and in equity, in the name of such Sold Unit Owner, as attorney in fact, and for the account of said Sold Unit Owner, to terminate the offending lease or occupancy and to eject or remove said offending tenant or occupant from such Sold Unit by summary dispossess

proceedings or by any other suitable action or proceedings at Law or in equity, and to repossess said Sold Unit so leased or occupied by such offending tenant or occupant (as applicable). The said Sold Unit Owner shall reimburse the Condominium Board for all Costs and Expenses paid or incurred in connection with such violation and to enforce, uphold, protect and defend the foregoing rights and remedies, as well as the Costs and Expenses of collection thereof. All such Costs and Expenses shall be paid by said Sold Unit Owner, and received by the Condominium Board, within seven (7) business days after written demand therefor is given to said Sold Unit Owner, which shall be accompanied by a reasonably detailed statement of the Costs and Expenses to be reimbursed and copies of any supporting or relevant bills. All sums payable by such Sold Unit Owner to the Condominium Board pursuant to the foregoing shall for all purposes constitute additional Common Charges payable by said Sold Unit Owner. The offending Sold Unit Owner shall not have the right to submit any dispute or controversy arising under this subsection to arbitration.

11.3.5 Limited Power of Attorney

With the intention to constitute a limited, durable power of attorney, each Sold Unit Owner, by accepting or recording a deed to a Sold Unit or otherwise succeeding to title to such Unit (whether through operation of Law or by merger, consolidation, liquidation, distribution or otherwise) shall thereupon automatically have, and be deemed to have, irrevocably authorized and designated the individuals who shall from time to time constitute the Condominium Board, in their capacity as Board Members, as agent and attorney in fact of said Sold Unit Owner, "coupled with an interest" and for valuable consideration, and with full power of substitution, to act on behalf and as agent of said Sold Unit Owner and in the name, place and stead of said Sold Unit Owner in any way in which such Owner could do if personally present, to the full extent such Owner is permitted by Law to act through an agent, having the right, power and authority with respect only to the following: (a) to institute and prosecute through completion a Lawsuit and all appeals therefrom to terminate an offending lease or occupancy agreement and to eject, evict, dispossess or otherwise remove an offending tenant or occupant of such Owner's Sold Unit, whether by summary dispossess proceedings or otherwise, and to repossess the Sold Unit so leased or occupied by such offending tenant or occupant (as applicable) in accordance with subsection 11.3.4 above. This durable, limited power of attorney shall not be affected by the subsequent disability or incompetence of a Sold Unit Owner.

Section 11.4 **Building Walls and Immediately Adjacent Sidewalks**

11.4.1 General Prohibition

The Building Walls and the Immediately Adjacent Sidewalks to the Property shall be used in accordance and compliance with the Declaration, including the general prohibitions set forth in Section 10.2 thereof.

11.4.2 Sponsor's Promotional Rights

Sponsor and each Unsold Unit Owner (if any) and the permitted tenants so expressly authorized in writing by Sponsor or an Unsold Unit Owner (as applicable) shall have the right, Freely and Without Consent, Payment or Restriction (but subject to compliance with Section 10.2 of the Declaration), to use the Building Walls that enclose the Residential Space and the Immediately Adjacent Sidewalks to the Property for all purposes related to the Use and Enjoyment (including Promotion) of its Unsold Units in accordance with Article 10 (including in particular, but not limited to, Sections 10.9, 10.10, 10.11 and 10.18) and Article 12 (including in particular, but not limited to, Section 12.7) of the Declaration. The right of Sponsor, an Unsold Unit Owner and said authorized tenant of an Unsold Unit to use the Building Walls and said Immediately Adjacent Sidewalks are superior, paramount and take preference over: (a) the rights of the Condominium Board to determine the uses thereof; and (b) the rights of Sold Unit Owners as to any use thereof approved or consented to by the Board.

11.4.3 Commercial Unit Owner's Promotional Rights

Each Commercial Unit Owner and the tenants and occupants of its Commercial Unit who are so expressly authorized in writing by said Owner of a Commercial Unit, shall have the right, Freely and Without Consent, Payment or Restriction (other than compliance with Section 10.2 of the Declaration), to use the outdoor and indoor sides of the Commercial Unit (including its Storefronts (in the case of the Retail Unit) and those portions of the Building Walls that enclose its Commercial Unit from the ground or street level (in the case of the Retail Unit) or from a horizontal plane immediately below and extending along the windows or exterior windows sills (if any) of floor 2 (in the case of the Office Unit) to a horizontal plane immediately below and extending along the windows or exterior window sills (if any) of floor 2 (in the case of the Retail Unit) or floor 3 (in the case of the Office Unit), all of which are part of each such Commercial Unit), and the portions of the Immediately Adjacent Sidewalks to its Commercial Unit and opposite the entrance to its Commercial Unit for all lawful purposes in connection with the Use and Enjoyment (including all manner of Signage and other Promotional uses) of said Commercial Unit in accordance with Article 10 of the Declaration (including in particular, but not limited to, Sections 10.10, 10.11 and 10.18 thereof).

11.4.4 Other Uses Determined by Board

All other uses of the Building Walls and the Immediately Adjacent Sidewalks to the Residential Space by the Owners, tenants and occupants of Sold Residential Units shall be determined by the Condominium Board and shall not be used by a Sold Residential Unit Owner, or any permitted tenant or occupant of a Sold Residential Unit, without first obtaining the written Discretionary Approvals or Consents of the Condominium Board and Sponsor (during only the Sponsor Veto Control Period). The foregoing requirement to obtain the approval or consent of the Condominium Board shall not apply to Sponsor, Unsold Unit Owners or the Commercial Unit Owners, or their respective authorized tenants as aforesaid.

Section 11.5 **Vaults**

Each Vault, if any, shall be used for any one (1) or more lawful purposes (including the installation and housing of existing Installations as well as new, additional, substitute and other Installations for the Use and Enjoyment of all Residential Unit Owners in the case of the Residential Vault(s), Unit Owners in the case of the General Vault or the Retail Unit Owner in the case of the Retail Vaults, if any, as shall be determined from time to time by, and in the sole discretion of, the Condominium Board (in the case of the General Vault) or the applicable Commercial Unit Owner having exclusive use of the Retail Vaults.

Section 11.6 **General Prohibitions**

The Property shall be used in accordance and compliance with the requirements of Article 10 of the Declaration and the following:

(a) no nuisance shall be allowed on any part of the Sold Units, the Common Elements, the Vaults or the Immediately Adjacent Sidewalks to the Property, nor shall any use or practice be allowed or suffered thereon that is an unreasonable interference with the peaceful possession or proper use of any Unit by its Owner or such Owner's Permitted Tenants/Occupants/Invitees;

(b) all valid Laws relating to any portion of the Property shall be complied with at the sole Cost and Expense of the applicable Unit Owner or the Condominium Board, whoever shall have the obligation to Maintain and Repair such part of the Property;

(c) nothing shall be done or kept, or suffered to be done or kept, in any Unit or in any of the Common Elements that increases or would, with reasonable likelihood, increase the rate of

insurance for the Property, unless the Unit Owner responsible for such increase pays the additional premium therefor as provided in Section 6.11 above;

(d) no Unit Owner shall permit or suffer anything to be done or kept in the Owner's Unit or in the Common Elements that results in, or would with reasonable likelihood result in, the issuance of a notice of cancellation or the cancellation of insurance on the Property or the contents thereof, or that would, with reasonable likelihood, be in violation of any Law;

(e) no waste shall be committed or suffered in the Common Elements;

(f) nothing shall be done in any Unit or in, on or to the Common Elements that would, with reasonable likelihood, impair or threaten the structural integrity of the Building or the life, health or safety of the Owners or Permitted Tenants/Occupants/Invitees of Units; and

(g) in no event shall load bearing walls contributing to the support of any Unit or the Common Elements be Altered or removed, except as expressly permitted in, and performed in accordance and compliance with, Articles 14 and 15 of the Declaration.

ARTICLE 12

ROOFS

Section 12.1 **Roofs**

All Roofs and their respective related Roof Structures are part of the Residential Common Elements. These include: (a) the Cupola/Upper Roof and Cupola/Mezzanine and Cupola Roof, each above the top floor of the Building; (b) the Roof enclosing the egress stairs and elevator Equipment bulkhead; and (c) the Roof below a Terrace appurtenant to a specified Unit. The pavers, treated wood deck or other protective flooring or covering on a Roof is not part of such Roof and constitutes the Terrace appurtenant to a specified Residential Unit. A Roof consists of the structural concrete slab or other construction material), the asphalt (or other roofing material), insulation, membrane, flashing and supports (if any) for a Terrace.

The Condominium Board shall make all determinations concerning the use of the Roofs and related Roof Structures; provided, however, that such determinations shall be subject and subordinate to the following: (a) the exclusive use of the Terrace appurtenant to a specified Residential Unit by the Owner and permitted tenants, occupants and guests of such Residential Unit; and (b) the easements and rights set forth in the Declaration and By-Laws, including Sponsor/Commercial Owner's Rights under Articles 7, 10, 11, 12 and 13 of the Declaration including each Commercial Unit Owner's Rights to easements to install satellite dishes and other Communications Equipment and Other Installations on the Cuppola/Mezzanine level, which are superior, paramount and take preference over the easement and rights of the Condominium Board and other Unit Owners.

Section 12.2 **Maintenance, Repair and Alteration**

All Roofs and appurtenant Roof Structures (but not a Terrace thereon, which is part of a specified Unit) shall be Maintained, Repaired and Altered in accordance and compliance with the Building's Maintenance Standard and good construction practices by the Condominium Board and the Costs and Expenses thereof shall be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their

respective Common Interests in accordance with the Special Allocation and Apportionment Rule and Section 339-m.

ARTICLE 13

FIRE SAFETY SYSTEMS

Section 13.1 **Maintenance, Repairs and Alterations**

The Building's "**Fire Safety Systems**" comprise the following three Systems (if and to the extent existing at the date of issuance of a permanent Certificate of Occupancy of the Building or installed pursuant to Sponsor's Plans and Specifications): (a) the sprinkler System (which includes the sprinkler reserve tank, pumps, pressure tank (if any), sprinkler and drain risers, sectional valves, tamper switches, waterflow alarms, sprinkler alarm, drain/test connections, distribution pipes, sprinkler heads and all other related Installations); (b) the standpipe System (which includes the standpipe water tank (if any), pumps, pipes, hoses, nozzles and all other related Installations); and (c) the siamese connection.

The portions of the Building's Fire Safety Systems serving exclusively the Residential Common Elements or more than one (1) Residential Unit are part of the Residential Common Elements and shall be Maintained, Repaired, Altered and otherwise Operated by the Condominium Board as part of the Residential Common Expenses and charged to only all Residential Unit Owners Pro Rata to their respective Common Interests. The portions of the Building Fire Safety Systems serving exclusively one (1) Unit (e.g., sprinklers heads and branch or distribution piping) are part of such Unit and shall be Maintained, Repaired and Altered by, and at the sole Cost and Expense of the Owner of such Unit. All other portions of the Building Fire Safety Systems are part of the General or Residential/Office Common Elements and shall be Maintained, Repaired, Altered and otherwise Operated by the Condominium Board as part of the General or Residential/Office Common Expenses (as the case may be), which shall be allocated to all Residential Unit Owners and the amount allocated to a Commercial Unit Owner shall be limited and restricted strictly to pay the portion thereof that fairly and properly reflects its allocable share of the Costs and Expenses of such Work on only those portions of the Fire Safety Systems that protect its Commercial Unit or those General or Residential/Office Common Elements that actually serve or are actually utilized by such Commercial Unit Owner. The amount allocated to all Unit Owners in accordance with the foregoing shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount thereof fairly and properly attributable to a Commercial Unit or the Residential Units would otherwise require, in which case such fair and proper apportionment shall be used. All Work on the Building's Fire Safety Systems by whomsoever shall be performed in accordance with the Building's Maintenance Standard and good construction practices and Articles 14 and 15 of the Declaration.

Section 13.2 **Changes**

The Condominium Board (with and subject to obtaining the prior written Reasonable Approval of the Commercial Unit Owners) shall have the right to Alter, change and relocate elsewhere within the Common Elements those portions the Fire Safety Systems that protect the Residential Space or the General Common Elements or all or a portion of both the Residential Space and the Commercial Units, provided and on condition that all applicable Laws and the requirements (including Work Requirements) and other provisions set forth in Article 15 of the Declaration are met.

ARTICLE 14

GENERAL OPERATING MATTERS

Section 14.1 **Compliance with Laws**

14.1.1 Responsible Party

The Party obligated to Maintain and Repair a portion of the Property or its Immediately Adjacent Sidewalks, or the Equipment or Installations therein or thereon (i.e., the Condominium Board with respect to the General or Residential/Office Common Elements and Residential Common Elements, including the Equipment and Installations comprising the Common Elements; and a Unit Owner with respect to such Owner's Unit, including the Equipment or Installations comprising such Unit, each being herein called the "**Responsible Party**") shall also have the duty to comply with all Laws applicable thereto, including the existence, Maintenance, Repair, Alteration and Operation thereof, and to correct with reasonable diligence all conditions for which violations are noted or issued by Governmental Authorities and to thereafter endeavor in good faith to cause same to be removed of record.

14.1.2 Costs and Expenses

The Costs and Expenses of such compliance shall be included in the Costs and Expenses to Maintain, Repair, Alter and Operate such affected portion of the Property or its Immediately Adjacent Sidewalks (including such Equipment and Installations), as applicable, and shall be allocated to, and apportioned and assessed among, the appropriate Unit Owners required to pay such Costs and Expenses for Maintenance, Repairs, Alterations and Operation as provided in the Declaration or these By-Laws.

14.1.3 Compliance With Declaration

All Work in connection with such compliance with Laws (including correction of said violations) shall be performed in accordance with the provisions (including Work Requirements) set forth in Article 15 of the Declaration.

14.1.4 Reasonable Diligence

The Responsible Party shall effect compliance with applicable Laws (including correction of said violations) with reasonable diligence and, if non-compliance has or would with reasonable likelihood, have a material adverse affect on any other Party, the Responsible Party shall promptly commence and diligently prosecute compliance therewith to completion.

14.1.5 Contest by Board

The Condominium Board shall have the right (subject to obtaining the prior written Discretionary Approval or Consent of the Commercial Unit Owners, if involving the General Common Elements or the Office Unit Owner if involving the Residential/Office Common Elements), on behalf of all Unit Owners (if involving the General Common Elements) or all Residential Unit Owners and the Office Unit Owner (if involving the Residential/Office Common Elements) or only all Residential Unit Owners (if involving only the Residential Space), to contest any requirement of applicable Law (including correction of said violations) with which the Board is obligated to comply and which relates to the Maintenance, Repair, Alteration or Operation of the Common Elements or the affairs of the Condominium Association. During such contest, the Condominium Board shall have the right to defer compliance with such requirements of applicable Law, provided:

(a) the Board prosecutes such contest diligently and in good faith by appropriate proceedings unless compliance with such requirement shall have been excused or exempted by a valid

nonconforming use permit, waiver, extension or forbearance exempting the Condominium Board from such requirement; and

(b) such contest or noncompliance does not involve any threat or danger of: (b-1) foreclosure, forfeiture or loss of any part of the Property; or (b-2) civil or criminal liability being imposed on the Condominium Board or any officer or member of the Board, any Unit Owner or any mortgagee or tenant of a Unit; or (b-3) the creation of any lien, encumbrance or other charge against any part of the Property; or (b-4) impairment of any insurance under Article 6 above.

14.1.6 Contest by Sponsor or Commercial Unit Owners

Sponsor (as Owner of any Unsold Residential Unit) and a Commercial Unit Owner shall each have the right to contest any requirement of applicable Law (including correction of said violations) with which Sponsor or such Commercial Unit Owner, respectively, is obligated to comply under the Plan, Declaration or these By-Laws or which relates to the Maintenance, Repair, Alteration or Operation of a Sponsor Unit or such Owner's Commercial Unit, respectively. During such contest, the failure of Sponsor or said Commercial Unit Owner (as applicable) to comply with such requirement shall not constitute a default or violation hereunder or the Declaration, provided:

(a) Sponsor or said Commercial Unit Owner (as applicable) is contesting such requirement with reasonable diligence and in good faith by appropriate proceedings and shall have furnished such security, if any, as may be required in the proceedings, unless compliance with such requirement shall have been excused or exempted by a valid nonconforming use permit, waiver, extension or forbearance exempting Sponsor or the Commercial Unit Owner (as applicable) from such requirement; and

(b) such contest or noncompliance does not involve any threat or danger of: (b-1) foreclosure, forfeiture or loss of any part of the Property, other than said Sponsor Unit or the Commercial Unit (as applicable); or (b-2) civil or criminal liability being imposed on the Condominium Board, any other Unit Owner or any mortgagee or tenant of any other Unit; or (b-3) the creation of any lien, encumbrance or other charge against any part of the Property, other than against said Sponsor Unit or said Commercial Unit (as applicable); or (b-4) the impairment of any insurance under Article 6 above.

Sponsor or said Commercial Unit Owner (as the case may be) shall provide the Condominium Board with notice of any contest of the type described above in detail sufficient to enable the Board to ascertain whether the foregoing provisions have been complied with by Sponsor or said Commercial Unit Owner (as applicable).

Section 14.2 **Indemnification**

14.2.1 Indemnity by a Unit Owner

Each Unit Owner shall indemnify all other Unit Owners and the Condominium Board, and the members, officers, employees, agents (including Managing Agent) and attorneys of the Board or the Condominium Association, from and against any and all Claims and Liabilities and Expenses that may be imposed upon or incurred by any of the foregoing by reason of: (a) any Work performed or required to be performed by such Unit Owner in, on or about the Property; (b) any acts, omissions or negligence on the part of such Unit Owner or the Permitted Tenants/Occupants/Invitees of such Unit Owner, or the respective Agents, Employees and Contractors of each of the foregoing; or (c) any failure on the part of such Unit Owner to perform or comply with any of the terms or conditions contained in the Declaration or these By-Laws on its part to be performed or complied with.

14.2.2 Indemnity by Condominium Board

The Condominium Board shall indemnify each and every Unit Owner from and against any and all Claims and Liabilities and Expenses that may be imposed upon or incurred by such Unit Owner by reason of: (a) any Work performed by the Condominium Board in, on or about the Property; or (b) any acts, omissions or negligence on the part of the Board or its members, officers, or Agents, Employees and Contractors. All amounts payable under or with respect to the foregoing indemnity by the Condominium Board shall be included in the Costs and Expenses to Maintain and Repair the affected portions of the Property, and shall be allocated to, and apportioned and assessed among, the appropriate Unit Owners required to pay such Costs and Expenses for Maintenance and Repairs as provided in the Declaration or these By-Laws.

Section 14.3 **Building Employees, Agents and Contractors**

14.3.1 Authority of Board

Subject and subordinate to Sponsor's veto control during only the Sponsor Veto Control Period as provided in Section 2.5.8 above, the Condominium Board shall have the authority: (a) to hire or engage such employees, agents and contractors as may be necessary or appropriate in the judgment of the Board to perform its obligations set forth in the Declaration or these By-Laws; and (b) to make all decisions concerning the employment, compensation and dismissal of employees, agents and contractors, to service the Common Elements and the Owners, tenants and occupants of Units. The foregoing authority of the Board shall be exercised by the Residential and Commercial Board Members with respect to the General Common Elements and by only the Residential Board Members with respect to the Residential Space.

14.3.2 Building Staff

At or prior to the First Closing of a Residential Unit under the Plan (other than the Superintendent's Unit), the Condominium Board shall hire the number and type of employees (collectively, "**Building Employees**" and individually, "**Building Employee**") in accordance with the First Year's Budget (SCHEDULE B in Part I of the Plan), and thereafter shall always maintain a sufficient number and type of Building staff (either as the direct employer and/or under a service contract) in order to provide to all Owners, tenants and occupants of Units all services and Facilities required by Law, the Plan, the Declaration or these By-Laws. The Building Employees shall Maintain, keep free and clear of snow, ice, water accumulation and debris, and (to the extent competent and capable) Repair and Alter the Residential Common Elements, the General Common Elements and the Immediately Adjacent Sidewalks to the Property. No collective bargaining agreement or other agreement shall be entered into with any union by the Condominium Board or a Commercial Unit Owner that will require a Commercial Unit Owner or the Condominium Board, respectively, to hire union employees or engage contractors or agents who employ union workers.

14.3.3 Common Expense

The wages and related benefits and payroll costs of the Building Employees (collectively, "**Labor Costs**") shall be specially allocated to the Residential Common Expenses and charged to only all Residential Unit Owners Pro Rata to their respective Common Interests, except the Labor Costs (based on the number of working hours or fractions thereof) devoted by a porter and the superintendent to Maintain, Repair, Alter and otherwise Operate the General Common Elements (including the Equipment, rooms and areas comprising the General Common Elements) and the Immediately Adjacent Sidewalks to the Property shall be allocated to the General Common Expenses and charged to all Residential Unit Owners and the amount thereof charged to a Commercial Unit Owner shall be limited and restricted strictly to the portion of the Labor Costs representing the time devoted by porter and the superintendent to those General Common Elements that actually serve or are actually utilized by such Commercial Unit Owner and to any other services performed by the porter and the superintendent that benefit such Owner's

Commercial Unit (e.g., performing Sidewalk Obligations) in accordance with Part I of the Plan and the First Year's Budget (SCHEDULE B) contained therein, these By-Laws, Article 9 of the Declaration and the Budget Guidelines (EXHIBIT F to the Declaration). The amount so allocated to all Unit Owners in accordance with the foregoing shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests unless the amount fairly and properly attributable to a Commercial Unit Owner or to the Residential Unit Owners would otherwise require, in which case such fair and proper apportionment shall be used, in accordance with said Part I of the Plan, said First Year's Budget (SCHEDULE B) contained therein, these By-Laws, Article 9 of the Declaration and said Budget Guidelines.

14.3.4 Managing Agent

For the First Budget Year, starting with the First Closing of a Residential Unit under the Plan, the fees and disbursements of the Managing Agent shall be allocated to the Residential Common Expenses and to the General Common Expenses in accordance with the First Year's Budget (see SCHEDULE B in Part I of the Plan). Thereafter, the Managing Agent's fees and disbursements allocated to the Residential Common Expenses and General Common Expenses may vary in accordance with the Budget Guidelines (EXHIBIT F to the Declaration) and the amount of services provided by the Managing Agent to the Residential Space (including the amount of services provided specially or exclusively to the Owners, tenants and occupants of the Residential Units), the Commercial Units and the General Common Elements (including the amount of general services provided to all Unit Owners). The amount so allocated to the Residential Common Expenses shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and said Section 339-m of the Condominium Act. The Commercial Unit Owners shall not be allocated or assessed that portion of the fees and disbursements of the Managing Agent allocated to the Residential Common Expenses or to provide services to the Residential Space. The amount so allocated to the General Common Expenses shall be allocated to all Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests.

The fees and amounts payable to other agents and to contractors, if any, engaged by the Condominium Board (or the Residential Board Members on behalf of the Board as authorized herein or in the Declaration) in connection with the General Common Elements or the Residential Space shall be included in the Costs and Expenses to Maintain and Repair same, and shall be allocated to, and apportioned and assessed among, the applicable Unit Owners required to pay said Costs and Expenses for Maintenance and Repairs as provided in the Declaration or these By-Laws.

Section 14.4 **Refuse Disposal System**

14.4.1 Residential Units

The refuse chutes leading to the Building's compactor and any refuse containers shall be used by the Owners and permitted tenants and occupants of Residential Units for disposal of customary household garbage, trash and refuse (collectively, **"refuse"**); subject, however, to compliance with: (a) applicable Laws in effect from time to time, including Laws (**"Environmental Laws"**) requiring separation, and separate disposal or recycling, of paper, bottles, cans, plastics or other items; and (b) the Rules and Regulations, and Amendments thereto, in effect or adopted or amended from time to time by the Residential Board Members on behalf of the Condominium Board. The Condominium Board shall arrange for the disposal of refuse generated by the Residential Space. All Cost and Expenses to Maintain, Repair, Alter and otherwise Operate the Building's refuse disposal System (i.e., the compactor, the refuse room on the cellar level, the trash lift to remove refuse, any containers, and the refuse chutes on each of the residential floors) shall be included in the Residential Common Expenses and charged to only all

Residential Unit Owners Pro Rata to their respective Common Interest in accordance with the Special Allocation and Apportionment Rule and Section 339-m of the Condominium Act.

14.4.2 Commercial Units

Each Commercial Unit Owner, at such Owner's sole Cost and Expense, shall be responsible to arrange and pay for private cartage and disposal of all garbage, trash and refuse generated by such Owner or the operator, tenants or occupants of such Owner's Commercial Unit in accordance and compliance with applicable Laws in effect from time to time, including Environmental Laws.

Section 14.5 **Rules and Regulations**

Certain requirements as to the Operation of the Property are set forth in the **"Rules and Regulations"** annexed to, and forming a part of, these By-Laws. The Condominium Board shall have the right and power from time to time to promulgate additional Rules and Regulations applicable to the Operation of the General or Residential/Office Common Elements and the Residential Board Members shall have the right and power from time to time to promulgate additional Rules and Regulations applicable to the Operation of the Residential Space. The Condominium Board and Residential Board Members shall also have the right and power from time to time to amend all such Rules and Regulations and, unless otherwise required by the Condominium Act, need not record an Amendment to the Declaration to so promulgate additional Rules and Regulations or to so amend such Rules and Regulations. However, any additional the Rules and Regulations and any Amendments to the then current Rules and Regulations:

(a) may be overruled by vote of a majority in number and Common Interest of those affected Unit Owners (e.g., the Residential Unit Owners in the case of Rules and Regulations or Amendments thereto applicable to the Residential Space) attending a meeting (duly called and held for such purpose) at which a quorum is present; and

(b) shall not be effective or binding on Sponsor, Unsold Unit Owners or the Commercial Unit Owners if and to the extent they adversely affect any of Sponsor's/Commercial Owners' Rights set forth in the Plan, the Declaration or these By-Laws, unless and until the Discretionary Approval or Consent of such adverse Rules and Regulations and Amendments are first obtained in writing from Sponsor, each Unsold Unit Owner and/or each Commercial Unit Owner (whoever is adversely affected thereby), in each instance.

In addition, any Amendments to the Rules and Regulations shall not become effective or operational for at least thirty (30) calendar days after a copy of the complete text thereof shall be given to each and every affected Unit Owner then of record at such Unit Owner's address for notices or (if none is specified) at the Building and delivered or sent in the same manner as provided in Article 20 below for the giving of notices. A violation or failure to comply with the Rules and Regulations, as duly amended from time to time, shall constitute a violation of these By-Laws.

Section 14.6 **Interruption or Reduction in Services**

14.6.1 Right to Interrupt or Reduce

The Condominium Board, the Commercial Unit Owners and (while there is any Unsold Unit) Unsold Unit Owners (including Sponsor) shall have the right to interrupt or reduce all or certain utility services and other services to the Common Elements or Units, for the purposes of: (a) dealing with accidents, strikes, the performance of Work and the like; or (b) (in the case of Sponsor, a Commercial Unit Owner and an Unsold Unit Owner) the performance of Work in accordance with the rights and

easements reserved to Sponsor and granted to the Commercial Unit Owners and Unsold Unit Owners in the Plan, the Declaration or these By-Laws, including in particular (but not limited to) Plan Obligations (which include the construction, equipping and outfitting of the Building and the Units in accordance with Sponsor's Plans and Specifications and any work undertaken by Sponsor pursuant to the Plan, a Plan Amendment or a Purchase and Sale Agreement) and Tenant Obligations (see Section 12.7 of Declaration).

14.6.2 No Liability or Abatement

The Condominium Board (including its members and officers), Sponsor, the Commercial Unit Owners and Unsold Unit Owners, and their respective Related Parties, employees, agents and attorneys, shall not be liable for any Claims or Liabilities and Expenses to any Owner or permitted tenant or occupant of a Unit for any such interruption or reduction of services, or for any failure to furnish services (including heat, hot and cold water, electricity, steam, air conditioning, elevator and sewer service) caused by a public utility or Governmental Authority supplying same, or Work performed pursuant to Sponsor's Plans and Specifications, or Sponsor's Plan Obligations or Tenant Obligations, or Work performed by an Unsold Unit Owner or a Commercial Unit Owner in accordance with the Declaration or these By-Laws, or otherwise. In addition, any such permitted interruption or reduction of services, or such failure of service, shall not entitle any Unit Owner to any abatement or diminution of Common Charges. However, the Party causing such interruption or reduction of services (i.e., the Condominium Board, Sponsor, Commercial Unit Owner or Unsold Unit Owner, as the case may be) shall use reasonable efforts to give all affected Unit Owners reasonable prior notice of any such contemplated interruption, reduction or failure, except in the event of an Emergency, and to the extent economically reasonable and practical shall endeavor to minimize any such interruption, reduction or failure.

Section 14.7 **Records and Audits**

14.7.1 Records Kept by Treasurer

The Treasurer of the Condominium, or the Managing Agent (if any) under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condominium Association and the Condominium Board, which records and books of account shall include: (a) a chronological listing of all receipts of, and expenditures by, the Condominium Board and the Managing Agent (if any), together with cancelled checks, check register, statements, bills and invoices; and (b) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges, real estate taxes, if applicable, Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid and a copy of any Permitted Mortgage encumbering such Unit, if applicable.

14.7.2 Records Kept by Secretary

The Secretary of the Condominium, or the Managing Agent (if any) under the supervision of the Secretary, shall keep detailed records of the actions of the Condominium Board and the Residential Board Members, committees of the Board and the Residential Board Members, and relevant actions of Unit Owners with respect to matters governed by the Declaration or these By-Laws. Such records include: (a) minutes of meetings of the Condominium Board and the Residential Board Members and any resolutions adopted thereat; (b) minutes of meetings of committees of the Board and the Residential Board Members; and (c) minutes of meetings of Unit Owners and Residential Unit Owners and the outcome of any matters voted upon thereat.

14.7.3 Examination

Each Unit Owner and Registered/Permitted Mortgagees of the Owner's Unit, and their respective representatives, shall be permitted to examine (without charge) and to copy (at a reasonable charge):

(a) the minutes of meetings of Unit Owners (or, in the case of only a Residential Unit Owner, minutes of any separate meetings of the Residential Unit Owners);

(b) a list of Unit Owners and their addresses for notices; and

(c) the minutes of meetings of the Condominium Board and any committees of the Board;

(d) the books of account of the Condominium Board (but not any personal financial files of Unit Owners maintained by the Condominium Board);

(e) such other information, documents and records as may be in the possession or under the control of the Condominium Board or its agents or professionals in connection with the ownership, operation and affairs of the Condominium Association and the Property (other than said personal files of a Unit Owner) and (in the case only of Residential Unit Owners) subject to such limitations as the Board may determine, in its sole discretion, to make available to Residential Unit Owners and their representatives for inspection and copying, other than the personal financial files of a Unit Owner, a prospective purchaser or tenant of a Unit, or Building Employee files.

All such examinations shall be conducted at the office of Managing Agent or other location reasonably convenient to the Property specified by the Board and in a manner that shall not unreasonably interfere with the Operation or business of the Condominium Association, the Condominium Board or the Managing Agent (if any). The examinations shall be permitted during business hours, on business days and upon reasonable advance written notice, but (except for the Commercial Unit Owners, their Permitted Mortgagees and their respective representatives, for whom there is no restriction) not more frequently than once a month (such examination shall not extend over more than three (3) business days in any calendar month) as to each Unit Owner, the Owner's Permitted Mortgagees, and their respective representatives. The Board shall retain all books and records for at least three (3) years.

14.7.4 Tax Returns and Financial Statements

The Condominium Board shall cause to be prepared and filed on a timely basis and before the imposition of interest, charges or penalties for late filing or late payment, all requisite federal, state and city income tax or franchise tax or unincorporated business tax and any other tax returns relating to the Condominium Association or the Common Charges or the Operation of the Common Elements. Any income taxes shall be allocated each Budget Year to the projected Residential Common Expenses and projected General Common Expenses approximately Pro Rata to the respective amounts of receipts realized from the affairs and Operation of: (a) the Residential Space and the Association Residential Properties (e.g., interest income on investment of the Working Capital Fund and Residential Common Charges); or (b) the General Common Elements, or the Association's General Properties or the whole Condominium Association generally (e.g., General Common Charges) for such Budget Year. The amount thereof so allocated to: (a) the projected Residential Common Expenses shall be allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests; and (b) the projected General Common Expenses shall be allocated to all Unit Owners and apportioned and assessed among them Pro Rata to their respective General Common Charges for such Budget Year (i.e., Pro Rata to their respective Common Interests if and to the extent all of such General Common Charges are assessed Pro Rata to the Common Interests). The Costs and Expenses to prepare and file such tax returns and to attend or defend any audit or Litigation in connection therewith, shall similarly be allocated, apportioned and assessed Pro Rata to the income taxes to which same relate.

In addition, within four (4) months after the end of each fiscal year of the Condominium Association, the Condominium Board shall submit to each Unit Owner and, if so requested by a Unit Owner or a Permitted Mortgagee of a Unit, to any tenant or Permitted Mortgagee of a Unit, an annual report of assets and liabilities and the Operation of the Condominium Association, Common Elements, the Association's Properties and the Property generally, including the receipts and expenditures of the Condominium Board with appropriate line items and notes distinguishing the General Common Expenses and Residential Common Expenses for such fiscal year. Each such annual report shall be prepared and certified by an independent certified public accountant in accordance with generally accepted accounting principles consistently applied.

The Costs and Expenses to prepare and distribute such annual report shall be allocated each Budget Year as provided in the First Year's Budget (SCHEDULE B in Part I of the Plan and the Budget Guidelines (Exhibit F to the Declaration). Pursuant thereto, the portion of the audit fee and said associated Costs and Expenses representing the costs of the audit services fairly attributable to the Operation of the Residential Space and the Association's Residential Properties, including the costs to audit the Residential Common Expenses, shall be allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests. The balance of such audit fee and said associated Costs and Expenses, representing the costs of the audit services fairly attributable to the Operation of the General Common Elements and the Association's General Properties, including the costs to audit the General Common Expenses and the General Common Charges billed to, and collected from, Unit Owners, shall be allocated to all Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests. For the first year of Condominium Operation, the audit fee shall be allocated to the Residential Common Expenses (and charged to only all Residential Unit Owners Pro Rata to their respective Common Interests) and to the General Common Expenses (and charged to all Unit Owner Pro Rata to their respective Common Interests) as provided in SCHEDULE B in Part I of the Plan.

Section 14.8 **Tenants and Occupants of Units Entitled To Receive Building Services**

14.8.1 Provision of Service

The Condominium Board shall provide to each tenant and occupant of all or a portion of a Unit, and such tenant and occupant shall receive, without discrimination, all of the same services and amenities as are required to be provided to the Owner of such Unit pursuant to the Declaration, these By-Laws or applicable Law. Apart from regular Common Charges and Special Assessments levied on all Unit Owners or all Residential Unit Owners (as applicable), and subject and subordinate to Article 15 below, no separate fee, charge, imposition or Costs and Expenses for such services and amenities shall be assessed by the Condominium Board against said tenant or occupant, or the Owner of said Unit, except to the extent same are assessed to all other Unit Owners or all other Residential Unit Owners (as applicable) pursuant to the Condominium Documents. The aforesaid services and amenities include all Building Systems and amenities comprising the Common Elements and the services to be provided by the Building's staff.

14.8.2 Removal of Violations

The Condominium Board, with reasonable diligence and in good faith, shall remove any violation noted or issued with respect to the Common Elements. Any condition in the Common Elements constituting a violation (even though not noted or issued) that the Condominium Board is required to correct pursuant to Law or the Declaration or these By-Laws shall be corrected by the Board if failure to do so is grounds for a tenant of a Unit to reduce or withhold the rent or would constitute a violation of the tenant's lease or applicable Law. All Costs and Expenses paid or incurred by the Condominium Board in connection with the foregoing shall be charged to only the Unit Owners who are obligated to pay for the Maintenance and Repair of the affected portion of the Common Elements. The foregoing shall not prevent or impair the right of a Unit Owner to require the Board to correct and remove violations in accordance with its obligations under the Declaration or these By-Laws, irrespective of whether the Owner's Unit is leased or rented.

14.8.3 Tenant Violation

The Condominium Board will have no recourse of any kind against a Unit Owner for a violation of the Condominium Documents by a tenant or occupant of such Owner's Unit if (and during the period) such Unit Owner endeavors in good faith and with reasonable diligence and continuity to abate, enjoin or remedy the violation by appropriate action against such tenant or occupant. However, the foregoing shall not excuse the Unit Owner from the obligation to pay for Repairs caused by the said tenant's or occupant's acts, omissions, negligence, misuse or neglect as provided in Section 5.4 above and Section 14.7 of the Declaration.

14.8.4 Real Property Law Section 339 kk

Pursuant to Real Property Law Section 339 kk ("**Section 339-kk**") and the Plan, a Unit Owner who does not occupy his or her Residential Unit ("**Non-Occupying Owner**") and the Condominium Board shall comply with the following:

(a) if a Non Occupying Owner rents any Residential Unit to a rental tenant and then fails to make payments due for Common Charges, Special Assessments or late fees for such Unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with the following paragraph (b), all rental payments from the tenant shall be directly payable to the Condominium Association;

(b) if the Common Charges, Special Assessments or late fees due for a Non Occupying Owner's Unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest

due date, the Condominium Board shall provide written notice to the tenant of such Owner's Unit and the Non-Occupying Owner providing that, commencing immediately and until such time as all payments for Common Charges, Special Assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Condominium Association at the address listed on the notice;

(c) where a majority of the Condominium Board 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;

(d) at such time as payments for Common Charges, Special Assessments and late fees from the Non-Occupying Owner are once again current, notice of such fact shall be given within three business days to said rental tenant and Non-Occupying Owner, and thereafter, all rental payments shall be made payable to the Non-Occupying Owner or a designated agent;

(e) a Non-Occupying Owner who disputes the Condominium Association's claim to rental payments pursuant to said Section 339-kk shall be entitled to present facts supporting such Owner's position at the next scheduled meeting of the Condominium Board, which must be held within thirty days of the date that such Board receives notice that such Owner seeks to dispute such claim;

(f) nothing in said Section 339-kk shall limit any rights of Unit Owners or of the Condominium Board existing under any other Law or agreement;

(g) payment by a rental tenant to the Condominium Association made in connection with said Section 339-kk shall relieve that rental tenant from the obligation to pay such rent to the Non-Occupying Owner and shall be an absolute defense in any non-payment proceeding commenced by such Non-Occupying Owner against such tenant for such rent;

(h) the Condominium Board or designated agent (as applicable) shall be required to send the Non-Occupying Owner not less often than once a month, a reasonably detailed written accounting of the amount received and collected from the rental tenant;

(i) if a rental tenant's rent check is dishonored or returned uncollected, the Condominium Board or designated agent (as applicable) shall also be required to send the Non-Occupying Owner such failed instrument promptly after receipt; and

(j) the Non-Occupying Owner shall continue to have the obligations of the Owner of the Unit under applicable Law, as well as the exclusive right to enforce the rental tenant's lease (if any) and tenancy obligations and to assert all rights and remedies available at Law or in equity as Owner of the Unit.

ARTICLE 15

EXISTING LEASES

Section 15.1 **Subordination**

If and to the extent, and for so long as, the Declaration is subject and subordinate to the rights of an Existing Tenant of the Building (if any) under an Existing Lease (if any), the rights granted or reserved

to any Unit Owner or the Condominium Board and all requirements and limitations under these By-Laws, including the Rules and Regulations, shall be so subject and subordinate.

Section 15.2 **Provision of Services**

With respect only to an Existing Lease of a Unit as to which the Declaration is subordinate, if the terms of such Existing Lease require services be provided to the Existing Tenant thereunder which under the terms of the Declaration and By-Laws may only be provided by the Condominium Board or are under the exclusive control of the Condominium Board, then the Condominium Board shall provide such services to said Existing Tenant in accordance with such Existing Lease until it expires (including all renewals or extensions thereof pursuant to an option to renew or extend, but excluding any other extensions or renewals thereof and all Amendments thereto made after the recording of the Declaration in the Register's Office) or sooner terminates. The Owner of such Unit shall not be required to pay any Special Assessment, imposition or other charge, apart from regular Common Charges and Special Assessments levied on all Unit Owners or all Residential Unit Owners (as applicable), for any additional Costs and Expenses incurred by the Board in connection with providing such services to said Existing Tenant of such Owner's Unit.

ARTICLE 16

UNIT CONVEYANCES, SALES, LEASES AND MORTGAGES

Section 16.1 **General**

16.1.1 Compliance with By-Laws

Subject and subordinate to the terms of Section 16.5 hereof, a Sold Residential Unit Owner shall not sell, transfer, convey or lease such Owner's Sold Residential Unit, except in compliance with the applicable provisions of this Article 16. Any purported sale, transfer, conveyance or lease consummated in violation of the applicable terms hereof shall be voidable at the sole election and discretion of the Condominium Board.

16.1.2 Ejectment or Eviction

With the intention to constitute a limited, durable power of attorney, each Sold Residential Unit Owner (each such Unit Owner hereafter sometimes called a **"Sold Unit Owner"**), by accepting or recording a deed to such Owner's Sold Unit or otherwise succeeding to title to a Sold Unit (whether through operation of Law or by merger, consolidation, liquidation, distribution or otherwise) shall thereupon automatically have, and be deemed to have, irrevocably authorized and designated the individuals who shall from time to time constitute the Condominium Board, in their capacity as Board Members, as agent and attorney in fact of such Sold Unit Owner, "coupled with an interest" and for valuable consideration, and with full power of substitution, to act on behalf and as agent of such Sold Unit Owner and in the name, place and stead of such Sold Unit Owner in any way in which such Owner could do if personally present, to the full extent such Owner is permitted by Law to act through an agent, having the right, power and authority with respect only to the following, upon determination of the Residential Board Members on behalf of the Condominium Board: (a) in the case of a sale, transfer or conveyance in violation of this Article 16: to institute and prosecute through completion a Lawsuit and all appeals therefrom to eject a purported successor Owner from the Sold Unit owned by such Sold Unit Owner; or (b) in the case of a lease or occupancy agreement in violation of this Article 16: to evict or remove by summary dispossess proceedings or otherwise a tenant of such Sold Unit. This durable, limited power of attorney shall not be affected by the subsequent disability or incompetence of such Sold Unit Owner. The Condominium Board shall have the right and option (but not the obligation) to institute such Lawsuit, which is in addition to all other rights and remedies available to the Board at Law or in

equity. The exercise and enforcement of the provisions of this subsection 16.1.2 and all disputes and controversies which give rise to the exercise and enforcement hereof, at the exclusive option and absolute discretion of the Condominium Board, shall not be subject to arbitration under Article 19 below by the offending Sold Unit Owner, who shall have no right to submit the matter or the underlying disputes or controversies to arbitration.

16.1.3 Reimbursement

If the Condominium Board elects to bring this or any other Claim or Lawsuit with respect to such violation of this Article 16, the applicable Sold Unit Owner shall pay and reimburse the Condominium Board, promptly following written demand, for all Costs and Expenses incurred by or on behalf of the Board in connection with such Claim or Lawsuit and for the Costs and Expenses of collection thereof. All such Costs and Expenses shall be regarded as part of the Common Charges payable by such Sold Unit Owner.

16.1.4 Deed Provision

Each and every deed to a Unit, including transactions subject to, or exempted from, the Match Offer Right or Right of First Refusal referred to in subsection 16.2.8 below, shall expressly provide that the acceptance thereof by the grantee shall constitute an acceptance, ratification and assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein. The failure to include such provision in a deed shall not affect the validity or the enforceability of the deemed acceptance, ratification and assumption of the terms of the Condominium Documents.

16.1.5 Lease Provisions Applicable to Only Sold Units

Each lease or occupancy agreement (collectively, "**Lease**" or "**Lease Agreement**") of a Sold Unit to any tenant in a transaction subject to the Match Offer Right (or Right of First Refusal) pursuant to Section 16.2 below or exempted therefrom pursuant to Section 16.5 below shall expressly state or provide (and shall be deemed to state and provide) as follows:

(a) this Lease is subject and subordinate to the "Condominium Documents" and that in the event of any inconsistency between the Lease and the Condominium Documents, the inconsistency shall be resolved in accordance with the Condominium Documents, which are paramount and shall govern; and

(b) the "Condominium Board" shall have the right, power and authority to terminate or cancel this Lease and to bring summary proceedings to evict or remove the tenant hereunder in the name of the landlord-Owner in the event of: (b-1) a violation by tenant of any of the provisions of the "Declaration" or the "By-Laws" (including the "Rules and Regulations"), as each may be amended from time to time, unless remedied within the applicable grace period; (b-2) a foreclosure of said landlord-Owner's Unit in which the demised premises forms a part by the Condominium Board pursuant to the lien granted by Section 339-z of the Condominium Act; or (b-3) the purchase or acquisition of said Unit by the Condominium Board or its nominee or designee, whether pursuant to Article 16 of the Declaration or otherwise; and

(c) all quoted terms shall have the meanings given to them in that certain declaration of condominium establishing 141 Fifth Avenue Condominium pursuant to which the building in which the demised premises is located has been submitted to condominium ownership under Article 9-B of the New York Real Property Law."

The failure to include the foregoing provisions in a Lease shall not affect the validity, force or effect of same, which shall be fully enforceable with the same force and effect as though set forth at length in said Lease.

16.1.6 Other Lease Requirements Applicable to Sold Units Only

Each Lease of a Sold Unit only (but not a Lease of an Unsold Residential Unit or a Commercial Unit), in a transaction which is subject to said Match Offer Right (or Right of First Refusal) or exempted therefrom (other than an exemption based on the Unit being an Unsold Unit or a Commercial Unit), shall be in the then current prevailing form of lease of a residential condominium unit for non-regulated multiple dwellings in The City of New York (or other printed form of lease approved by the Condominium Board, in its sole and absolute discretion), subject to such modifications as may be approved in writing by the Condominium Board (in its sole and absolute discretion), and shall expressly state or provide (and shall be deemed to expressly state or provide), in addition to the mandatory provision set forth in Section 16.2.3 below, that:

(a) the Lease is for a term of not less than one (1) year (unless the Condominium Board consents in writing to a shorter term);

(b) the Lease shall not be amended or extended without obtaining the prior written Discretionary Approval or Consent of the Condominium Board in each instance;

(c) the tenant thereunder shall not assign tenant's interest in such Lease or sublet the Unit demised thereunder or any part thereof without obtaining the prior written Discretionary Approval or Consent of the Condominium Board in each instance; and

(d) (in the case of only a Sold Residential Unit) the Unit shall be used and occupied only as a private one-family dwelling by the tenant thereof and such tenant's household, and for incidental home occupations allowed by Law, and for no other purpose, in accordance and compliance with the Occupancy Requirements set forth in Article 10, Section 10.13 of the Declaration and subsection 11.3.2 above; or (in the case of a licensed Storage Bin) the Bin shall be used only in compliance with the Storage Bin License Agreement for accessory storage of non-combustible materials or materials that do not burn rapidly of its Owner and the permitted tenants or permitted subtenants and occupants of such Owner's Sold Residential Unit, and for no other purpose; and (in the case of either a Sold Residential Unit or licensed Storage Bin) in compliance with the other requirements and restrictions set forth in the Declaration (including Section 10.13 or 10.14 thereof, as applicable) and these By-Laws (including subsections 5.1.10, 5.1.11, 11.3.1 and 11.3.2 hereof).

16.1.7 Sale or Lease Requirement

Each sale or conveyance of a Unit shall be for the entire Unit and its appurtenant Common Interest. Each lease or sublease of a Sold Unit (but not a lease or sublease of an Unsold Unit or a Commercial Unit) shall be for the entire Unit and not just a portion thereof. All or portions of each and every Unsold Unit or a Commercial Unit may be leased and subleased at the sole option and discretion of the Owner thereof. Nothing herein shall prohibit an Owner from subdividing the Owner's Unit in accordance and compliance with the Declaration and these By-Laws.

16.1.8 Restriction on Licensing of Storage Bins

The Licensing of a Storage Bin is restricted to Sponsor or an Owner of a Residential Unit.

Section 16.2 **Match Offer Right (or Right of First Refusal)**

16.2.1 Exempt Transactions

The provisions of this Section 16.2 are subject and subordinate to Sections 16.5 hereof and do not apply to any of the transactions exempted under said Section 16.5 from the Match Offer Right or Right of First Refusal in favor of the Condominium Board set forth in this Section 16.2 (each, an "**Exempt Transaction**").

16.2.2 Definition

A contract to sell a Sold Unit (i.e., a Sold Residential Unit) together with its appurtenant Common Interest is hereinafter collectively referred to as a "**Sale Agreement**" and any Sale Agreement or Lease Agreement of a Sold Unit is each hereafter included in the collective term "**Sale or Lease Agreement**".

16.2.3 Mandatory Provision in Sale or Lease Agreement

Each Sale or Lease Agreement of a Sold Unit in a transaction that is subject to the Board's Match Offer Right (or Right of First Refusal) shall contain the following language:

> "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE MATCH OFFER RIGHT OR RIGHT OF FIRST REFUSAL IN FAVOR OF THE BOARD OF MANAGERS OF 141 FIFTH AVENUE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN, PURSUANT TO THE TERMS OF SECTIONS 16.2 AND 16.3 OF THE BY-LAWS OF THE SAID CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED."

16.2.4 Procedure

Promptly after any such Sale or Lease Agreement shall be fully executed, the Sold Unit Owner executing the same (hereafter referred to as the "**Offeree Unit Owner**") shall send written notice thereof ("**Sale or Lease Notice**") to the Condominium Board by certified or registered mail, return receipt requested, which Sale or Lease Notice shall be accompanied by a fully executed, original counterpart of the Sale or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant (hereinafter referred to as the "**Outside Offeror**"). The Sold Unit owned by the Offeree Unit Owner is hereafter sometimes called "**Offeree's Unit**."

16.2.5 Offer to Sell or Lease

The sending of the Sale or Lease Notice shall constitute an irrevocable offer by the Offeree Unit Owner to sell the Offeree's Unit, together with its appurtenant Common Interest, or to lease the Offeree's Unit, as the case may be, to the Condominium Board or to its nominee or designee, corporate or otherwise, on behalf and as agent of only all Residential Unit Owners upon the same terms and conditions as are contained in such Sale or Lease Agreement, subject, however, to the modifications and variances therefrom provided in Section 16.3 hereof.

16.2.6 Representations and Warranty

The giving of such Sale or Lease Notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Condominium Board, on behalf and as agent of only all Residential Unit

Owners, that such Offeree Unit Owner believes the Sale or Lease Agreement to be bona fide in all respects.

16.2.7 Submission of Documents

The Sale or Lease Notice shall be accompanied by such documents as the Board may determine from time to time to be part of the Board's "Standard Document Package" (defined below) in connection with the consideration of a Sale or Lease Agreement, together with such fee and charges as the Condominium Board may require from time to time in accordance with subsection 16.11.1 below. The **"Standard Document Package"** are all documents required by the Board relating to the housing, credit, financial and employment history of the Outside Offeror and may include a Building standard form of sale or lease application, income tax returns, credit reports, net worth statement, personal references, employer verification statement and current landlord good standing letter. The Offeree Unit Owner shall also submit to the Condominium Board or its Managing Agent (as directed), promptly following written request therefor, such additional documents and/or information as the Condominium Board may reasonably request with respect to the Outside Offeror or the transaction.

16.2.8 Match Offer Right or Right of First Refusal

Except for an Exempt Transaction, the Condominium Board shall have the right to purchase an Offeree's Unit together with its appurtenant Common Interest (or to cause the same to be purchased by its nominee or designee, corporate or otherwise), or to lease an Offeree's Unit (or to cause the same to be leased by its nominee or designee, corporate or otherwise), as the case may be, on behalf and as agent of only all Residential Unit Owners, upon the same terms and conditions as are contained in the Sale or Lease Agreement for Offeree's Unit and stated in the response(s) by the Offeree Unit Owner to any requests for additional documents and/or information pursuant to the terms of the preceding subsection 16.2.7, subject (however) to such modifications and variances thereto as are required in the following Section 16.3 (herein called a **"Match Offer Right"** or **"Right of First Refusal"**). If the Board wishes to exercise the Match Offer Right (or Right of First Refusal), the Board shall do so in a written notice (**"Acceptance Notice"**) given to the Offeree Unit Owner within twenty (20) business days after the Board or its Managing Agent receives the Sale or Lease Notice together with the Sale or Lease Agreement, the Standard Document Package and such further documents and/or information as may have been requested pursuant to the preceding subsection 16.2.7 (**"Option Period"**).

16.2.9 Required Unit Owners' Approval

Notwithstanding anything to the contrary contained herein, the Condominium Board shall not exercise its Match Offer Right (or Right of First Refusal) to purchase or lease an Offeree's Unit set forth in this Section 16.2 without the prior approval thereof by vote of a majority in Common Interest of those Sold and Unsold Residential Unit Owners attending a duly constituted meeting of Residential Unit Owners called for such purpose and at which a quorum is present.

16.2.10 Compliance with Civil Rights Laws

In determining whether to elect to purchase or lease Offeree's Unit, the Condominium Board shall not discriminate against an Outside Offeror on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status or other grounds prohibited by Law. This prohibition also applies to the sale, lease, sublease or other Disposition of Offeree's Unit by the Condominium Board or its nominee or designee as the Owner or tenant (as applicable) thereof.

Section 16.3 **Acceptance of Offer**

16.3.1 Sale or Lease Agreement with Board

In the event that the Condominium Board shall elect, within the Option Period and in the manner provided in Section 16.2.8 hereof, to purchase an Offeree's Unit together with its appurtenant Common Interest (or to cause the same to be purchased by its nominee or designee), or to lease Offeree's Unit (or to cause the same to be leased by its nominee or designee), as applicable, the Offeree Unit Owner shall send to the Condominium Board for execution the Sale or Lease Agreement, as modified: (a) to reflect the Board or its nominee or designee as the purchaser or tenant (as applicable); and (b) to conform to the requirements set forth in subsection 16.3.2 or 16.3.3 below (as applicable). Within ten (10) calendar days after receipt thereof, the Condominium Board or its nominee or designee shall execute and return to the Offeree Unit Owner the Sale or Lease Agreement (as applicable), as so modified, together with a check for the requisite contract deposit (in the case of a Sale Agreement).

16.3.2 Modified Terms of Sale Agreement

In the event such Offeree's Unit is to be sold to the Condominium Board or its nominee or designee, the Sale Agreement shall be modified to provide and conform to the following to the extent any provision of the original Sale Agreement is contrary, inconsistent or silent with respect thereto (except as otherwise provided in clauses (d) and (e) below):

(a) the contract deposit shall equal the lower of 10% of the purchase price of the Offeree's Unit or the contract deposit stated in the original Sale Agreement;

(b) such contract deposit shall be held in escrow and disposed of in accordance with the terms of the Sale Agreement (as modified by this Section 16.3) by the attorney for the Offeree Unit Owner, or if the Offeree Unit Owner does not have an attorney, by an attorney selected by the Condominium Board;

(c) the time and location of title closing shall be set by the Condominium Board and the date of title closing shall be determined by mutual agreement of the Condominium Board and Offeree Unit Owner or (if they are unable to agree) in no event later than sixty (60) business days after the Condominium Board gives the Offeree Unit Owner its Acceptance Notice electing to purchase Offeree's Unit;

(d) the Offeree Unit Owner shall convey Offeree's Unit and its appurtenant Common Interest to the Condominium Board or its nominee or designee by bargain and sale deed with covenant against grantor's acts and in the form required by Section 339-o of the Condominium Act, and (unless otherwise expressly provided in the original Sale Agreement) with all documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other City and State transfer taxes arising out of the sale which are at the time imposed by Law on a seller (but not the portion of such transfer taxes (such as the current New York State real property transfer tax, known as the "mansion tax"), which are imposed by Law on a purchaser);

(e) (unless otherwise expressly provided in the original Sales Agreement) the Offeree Unit Owner and Condominium Board or its nominee or designee shall apportion as of 11:59 p.m. of the day preceding the closing of title based on the actual number of days in the month of closing: (e-1) real estate taxes (if Offeree's Unit is not separately assessed at closing, the apportionment shall be based on the amount of real estate taxes for the Property which is attributable to Offeree's Unit as determined in accordance with Section 9.1 above); (e-2) Common Charges, including the then

current installment of any Condominium Special Assessment for the month or period in which title closes (such Special Assessment shall be apportioned based on the actual number of days in such month or other period); (e-3) mortgage interest (if applicable); (e-4) gas and electricity (if separately metered or submetered); and (e-5) rent paid or payable under any existing lease or tenancy; and

(f) in the event of a default by the Board or its nominee or designee (as applicable) under the Sale Agreement, the Offeree Unit Owner shall have no recourse of any kind against the Board or (if applicable) its nominee or designee, or the respective members, officers, agents, attorneys or employees of the Board or (if applicable) its nominee or designee, or Unit Owners, and the sole right and remedy of the Offeree Unit Owner shall be limited to canceling the Sale Agreement in a written notice to the Board or its nominee or designee (as applicable) and receiving the contract deposit and any interest earned thereon as and for liquidated damages and in full settlement, satisfaction, release and discharge of all Claims and Costs and Expenses of the Offeree Unit Owner, such cancellation to become effective upon the giving of the cancellation notice and the expiration of any applicable grace period stated in the Sale Agreement or allowed by Law, unless the default is cured within such grace period (if any).

16.3.3 Modified Terms of Lease Agreement

In the event Offeree's Unit is to be leased to the Condominium Board or its nominee or designee, the Lease Agreement shall be modified to provide and conform to the following to the extent any term in the original Lease Agreement is contrary, inconsistent or silent with respect thereto:

(a) the Lease Agreement will be on the then current prevailing printed form of lease of a condominium unit for non-regulated multiple dwellings in The City of New York (with such rider provisions, not materially inconsistent with such form lease) as those included in the proposed Lease Agreement with the Outside Offeror, unless waived by the Condominium Board, in its sole and absolute discretion;

(b) the provisions of such prevailing form lease will govern any conflict with the provisions of the proposed printed form original Lease Agreement with the Outside Offeree, unless waived by the Condominium Board, in its sole and absolute discretion;

(c) notwithstanding any prohibition or restriction against subletting in such prevailing form lease or in the proposed Lease Agreement with the Outside Offeror, the Condominium Board (or its nominee or designee, as applicable) shall have the right and discretion to sublease the Unit one (1) or more times Freely and Without Consent, Payment or Restriction and without the Offeree Unit Owner participating in, or sharing, the rent under such sublease;

(d) the terms of the Lease Agreement (and the obligation to pay rent) shall begin on a date mutually agreeable to the Condominium Board and Offeree Unit Owner, or (if they are unable to agree) on the later of: (d-1) the date of commencement of the term stated on the original Lease; or (d-2) the date that falls sixty (60) business days after the Condominium Board gives the Offeree Unit Owner its Acceptance Notice electing to lease Offeree's Unit; and

(e) in the event of a default by the Board (or its nominee or designee, as applicable) in the payment, performance or observance of any provision of the Lease, the Offeree Unit Owner shall have no recourse against the Board or its nominee or designee (as applicable), or the respective members, officers, agents, attorneys or employees of the Board or (if applicable) its nominee or designee, or the Unit Owners, and the sole right and remedy of the Offeree Unit Owner shall be limited to

canceling the Lease Agreement in a written notice to the Board or its nominee or designee (as applicable), which cancellation shall become effective upon the giving of such cancellation notice and the expiration of any applicable grace period stated in the Lease Agreement or allowed by Law, unless the default is cured within such grace period (if any).

16.3.4 Residential Common Expenses

All payments made by the Condominium Board or its nominee or designee to purchase, own, lease, Maintain, Repair, Alter and otherwise Operate and make any other Disposition of Offeree's Unit purchased or leased by the Condominium Board or its nominee or designee in accordance with this Article 16 will be included in the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance and compliance with the Special Allocation and Apportionment Rule and Section 339-m.

16.3.5 Revenues

Similarly, any revenues derived from owning, selling, leasing, subleasing, mortgaging, Operating or making any other Disposition of Offeree's Unit owned or leased by the Condominium Board or its nominee or designee shall be applied to defray the Residential Common Expenses.

16.3.6 Source of Funds to Purchase

In connection with a purchase of Offeree's Unit, the Residential Board Members on behalf of the Condominium Board may levy a Special Assessment against only all Residential Unit Owners (other than the Offeree Unit Owner) in accordance with the terms of Section 8.4 hereof and/or the Residential Board Members on behalf of the Condominium Board may, in their discretion, finance the acquisition of Offeree's Unit; provided and on condition that:

(a) any such financing shall not be secured by an encumbrance on, or a hypothecation of, any portion of the Property other than the Offeree's Unit together with its appurtenant Common Interest;

(b) if the proposed borrowing (regardless of amount) is to occur during only the Sponsor Veto Control Period, the affirmative Discretionary Approval or Consent of Sponsor must first be obtained as provided in subsections 2.4.2(o) and 2.5.8 above; and

(c) the loan documents shall expressly provide that the Residential Unit Owners shall have non-recourse, limited and joint liability for the loan in accordance with Section 4.12 above, and the Commercial Unit Owners shall not have any liability thereunder.

16.3.7 Existing Mortgage

In addition, if (in the case of a sale) the Outside Offeror was to assume or to take title to Offeree's Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Condominium Board (or its nominee or designee, if and as applicable) may purchase Offeree's Unit and assume or take title thereto subject to such mortgage or mortgages, as the case may be, provided and on condition that:

(a) the requisite Discretionary Approval or Consent of Sponsor is first obtained pursuant to said subsections 2.4.2(o) and 2.5.8 above (if and as applicable); and

(b) such mortgage or mortgages shall expressly provide or include substantially equivalent provisions to the effect that Residential Unit Owners shall have non-recourse, limited and joint liability in accordance with said Section 4.12 above, and the Commercial Unit Owners shall not have any liability thereunder.

16.3.8 Waiver of Partition, Use and Occupancy

While an Offeree's Unit is owned or leased by the Condominium Board or its nominee or designee, on behalf and as agent of all Residential Unit Owners, such Offeree's Unit shall be part of the Association's Residential Properties and all Residential, and Commercial Unit Owners shall be deemed to have waived all rights of partition, use and occupancy with respect to such Offeree's Unit to the same effect as herein provided with respect to the Common Elements, all as set forth more fully in Section 16.20 below.

16.3.9 Board Decisions

The Residential Board Members (including both the Independent and the Sponsor Board Members) on behalf of the Condominium Board shall make all decisions concerning an Offeree's Unit, including whether or not to exercise the Match Offer Right (or Right of First Refusal) pursuant to Section 16.2 above and this Section 16.3 and all decisions relating to the Disposition of Offeree's Unit while owned or leased by the Condominium Board (or its nominee or designee, if and as applicable), except the Board (or its nominee or designee, if and as applicable) shall not have the right to cast the votes appurtenant to such Unit. These decisions include:

(a) the use of an Offeree's Unit (provided such use shall be in accordance with the Declaration and these By-Laws);

(b) the occupancy of an Offeree's Unit (provided such occupancy shall be in accordance and compliance with the Occupancy Requirements of the Declaration and these By-Laws);

(c) the sale, lease, Operation, mortgage (subject to obtaining the requisite Discretionary Approval or Consent of Sponsor pursuant to subsections 2.4.2(o) and 2.5.8 above, if and as applicable) or other Disposition of an Offeree's Unit (if owned by the Condominium Board or its nominee or designee) or the Operation and sublease of an Offeree's Unit (if leased by the Condominium Board or its nominee or designee); and

(d) the Maintenance, Repair, Alteration and other Operation, and all other Dispositions of, an Offeree's Unit.

Section 16.4 **Failure to Accept Offer**

16.4.1 90 Days to Consummate

In the event that the Residential Board Members on behalf of the Condominium Board shall decline or fail to accept an offer made pursuant to the terms of Section 16.2 hereof within the twenty (20) business days Option Period set forth in subsection 16.2.8 above, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale or Lease Agreement and stated in any responses to requests by the Board for additional documents and/or information, within a deadline of ninety (90) calendar days ("TIME BEING OF THE ESSENCE") after: (a) notice of declination is sent to the Offeree Unit Owner by the Condominium Board; or (b) (if no such declination notice is sent during the Option Period) the expiration of the Option Period within which the Condominium Board or its nominee or

designee might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale or Lease Agreement and stated in any said responses within such ninety (90) calendar day deadline period ("TIME BEING OF THE ESSENCE") , then the transaction shall be voidable at the sole option of the Residential Board Members on behalf of the Condominium Board and (if the Residential Board Members elect to void same) the Board will again have the Match Offer Right (or Right of First Refusal) to purchase or lease (as applicable) the Offeree's Unit and the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Sections 16.2, 16.3 and 16.4 hereof with respect to the original or any subsequent Outside Offeror.

Section 16.5 **Transactions Exempt from Match Offer Right**

16.5.1 Exempt Transactions

The following sales, transfers, conveyances and Leases are Exempt Transactions and not subject to the Condominium Board's Match Offer Right (or Right of First Refusal) under Section 16.2 hereof:

(a) (if Offeree Unit Owner is an individual) a sale, transfer, conveyance or Lease of any Offeree's Unit from its Owner to an adult member of such Owner's immediate family or to a trust for the benefit of such Owner or a member of such Owner's immediate family;

(b) (if Offeree Unit Owner is an Entity) a sale, transfer, conveyance or Lease of any Offeree's Unit from its Owner to: (b-1) any Entity in which such Owner owns more than 50% of the legal and beneficial interests; or (b-2) any Person who owns more than 50% of all legal and beneficial interests in such Owner;

(c) a transfer, conveyance or Lease of any Unit from its Owner to any Person who acquires title to or a Lease of such Owner's Unit as a gift or as an heir or distributee under the Owner's will or by intestacy;

(d) (if an Offeree Unit Owner is an individual who is judicially declared incompetent) a transfer, conveyance or Lease from such Owner to such Owner's legal guardian or representative;

(e) a sale, transfer or conveyance of any Unsold Unit, or a Lease or sublease of all or part of any Unsold Unit, by Sponsor or an Unsold Unit Owner to any Person, or any such transaction of any Unit to Sponsor or an Unsold Unit Owner;

(f) a sale, transfer or conveyance of a Commercial Unit, or a Lease or sublease of all or part of a Commercial Unit, to any Person;

(g) a sale, transfer, conveyance, Lease or sublease of any Unit to the Condominium Board (or its nominee or designee) or from the Condominium Board (or its nominee or designee) to any Person;

(h) a sale, transfer or conveyance of any Unit from an officer or other Person conducting a foreclosure sale of a mortgage, or the lien of the Condominium Board under Section 339-z of the Condominium Act and Section 8.9 above, or other lien foreclosure sale to any Person;

(i) a transfer or conveyance of any Unit by deed in lieu of foreclosure from a Unit Owner to a lien holder (e.g., a Permitted Mortgagee, the Condominium Board or other lienor) or to any Person designated by a lien holder; and

(j) a sale, transfer or conveyance of any Unit acquired by a lien holder or its designee pursuant to clause (h) or (i) above or otherwise to any Person.

16.5.2 Application to Succeeding Owner

Each succeeding Owner of a Unit shall be bound by, and such Owner's Unit shall continue to be subject to, all of the terms and conditions of this Article 16.

16.5.3 Proceeds of Sale or Rental

Apart from the charges and fees applicable in certain transactions as provided in Section 16.11 below, all proceeds realized on the sale or leasing of a Unit shall be retained by the Owner of such Unit, without participation by the Condominium Board or other Unit Owners.

Section 16.6 **Certificate of Waiver or Exemption as to Match Offer Right**

16.6.1 Requirement to Give Certificate

In the event the Condominium Board declines or fails to exercise or waives its Match Offer Right (or Right of First Refusal) or the proposed sale, transfer, conveyance or Lease is an Exempt Transaction pursuant to Section 16.5 above, the Condominium Board shall furnish, or cause the Managing Agent to furnish, to the applicable Offeree Unit Owner or the Owner whose Unit is exempt from the Match Offer Right pursuant to Section 16.5.1 above ("**Exempt Unit Owner**"), as applicable, and such Unit Owner shall receive, a written certification to such effect ("**Certificate**" or "**Certificate of Waiver or Exemption**") within the following ten (10) calendar day period: (a) in the case of an Offeree Unit Owner: within ten (10) calendar days after expiration of the twenty (20) business days Option Period set forth in subsection 16.2.8 above; or (b) in the case of an Exempt Unit Owner: within ten (10) calendar days after a reasonably detailed written request for such Certificate (setting forth the grounds for the Exempt Transaction) is given to the Condominium Board or its Managing Agent.

16.6.2 Execution and Contents of Certificate

The Certificate shall be executed and acknowledged by the following: (a) in the case of a Sold Unit: any Residential Board Member or any officer elected by the Residential Board Members or the Managing Agent; (b) in the case of an Unsold Unit: any Sponsor or Independent Board Member or any officer elected by the Sponsor or Independent Board Members or the Managing Agent; or (c) in the case of a Commercial Unit: any Commercial Board Member or any Residential Board Member, or any officer elected by either the Commercial Board Members or the Residential Board Members, or the Managing Agent.

The Certificate of the Condominium Board shall state in effect that: (a) the provisions of Section 16.2 hereof have been met by the Offeree Unit Owner and that the Match Offer Right (or Right of First Refusal) provided for therein has been duly released or waived by the Condominium Board or that the transaction is exempt from the provisions of Section 16.2 pursuant to Section 16.5 hereof (as applicable); and (b) as a result thereof, the rights of the Condominium Board under such Section 16.2 have terminated or are not applicable (as the case may be).

16.6.3 Effect of Certificate

Such Certificate shall be conclusive upon the Condominium Board and all Unit Owners in favor of all Persons who rely upon such Certificate in good faith. After the due issuance of such Certificate, the Offeree's Unit to which the same relates, together with its appurtenant Common Interest, may be

conveyed or leased (as applicable) free and clear of the terms and conditions contained in Section 16.2 hereof.

16.6.4 Pre-requisite for Giving Certificate

The Condominium Board shall have the right (without liability for any Claims or Liabilities and Expenses or other recourse of the Offeree Unit Owner or the Exempt Unit Owner or the Outside Offeror) to refuse to issue such Certificate if: (a) the Offeree Unit Owner or Exempt Unit Owner (as applicable) is in default in the payment of Common Charges or Special Assessments (if any) or in the payment or performance of a substantial or material obligation under the Condominium Documents; or (b) the Offeree Unit or the Unit owned by an Exempt Unit Owner (as applicable) is subject to an unpaid lien (other than a Permitted Mortgage). Upon the curing of such default or the satisfaction (or appropriate provision acceptable to the Board is made for the satisfaction) of such unpaid lien (as applicable), the Condominium Board shall cease to refuse to issue the appropriate Certificate.

16.6.5 Failure of Board to Exercise or Consummate

The Match Offer Right (or Right of First Refusal) described in Section 16.2 hereof shall be deemed terminated, released or waived by the Condominium Board (as opposed to satisfied pursuant to the express terms of Sections 16.2 and 16.4 hereof) even though the Condominium Board shall fail to furnish or cause the Managing Agent to furnish said Certificate of Waiver or Exemption within ten (10) calendar days after the expiration of the twenty (20) business days Option Period set forth in subsection 16.2.8 above within which the Condominium Board is to make its election; provided, however, that: (a) the Condominium Board shall fail to timely and properly exercise the Match Offer Right (or Right of First Refusal) or (if exercised) shall fail to consummate the Sale or Lease Agreement as provided in the Article 16; and (b) the Offeree Unit Owner shall have faithfully complied with the provisions of this Article 16.

16.6.6 Validity Unaffected

An Exempt Transaction pursuant to Section 16.5 hereof or a non-Exempt Transaction that meets the requirements of the preceding subsection 16.6.5 may be consummated without a Certificate and the failure to issue a Certificate for such transaction shall not affect the validity or enforceability of said transaction.

Section 16.7 **No Severance of Ownership**

A Unit Owner shall not execute any deed, mortgage or other instrument conveying or securitizing title to the Owner's Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any deed, mortgage or other instrument purporting to affect one (1) or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Common Interest appurtenant to any Unit may be sold, conveyed, mortgaged or otherwise securitized, except as part of a sale, conveyance, mortgage or other securitization of the Unit to which such Common Interest is appurtenant or as part of a sale, conveyance or other securitization of such part of the Common Interests appurtenant to all Units. Nothing contained in this Section 16.7 however, shall prohibit the Lease of any Unit without the simultaneous Lease of its appurtenant Common Interest.

Section 16.8 **Payment of Common Charges**

A Sold Unit Owner shall not be permitted to convey or Lease such Owner's Sold Unit unless such Owner shall have paid in full to the Condominium Board all unpaid Common Charges and

additional Common Charges theretofore assessed against such Unit, including past due installments of Special Assessments (but not installments not yet due and payable), and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, on such Sold Unit (the foregoing shall not apply to Unsold Units or the Commercial Units). A letter from the Condominium Board or its Managing Agent stating the amount of Common Charges and additional Common Charges (including Special Assessments, if any) with respect to such Sold Unit shall be conclusive evidence of such fact upon the Condominium Board and all Unit Owners in favor of all Persons who rely thereupon in good faith.

Section 16.9 **Unit Owner's Power of Attorney**

At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner, at such Owner's sole Cost and Expense, shall duly execute, acknowledge and deliver to the representative of such new Owner's title insurance company (or, if no such representative is present, to the Condominium Board) for recording in the Register's Office, and shall cause to be so recorded therein and shall pay all governmental charges and title company or agent service charges for recording, the Unit Owner's Power of Attorney required in Article 17 of the Declaration, in the form set forth as EXHIBIT E to the Declaration or then in use by the Condominium Board.

Section 16.10 **Gifts and Devises, Etc.**

In accordance with Section 16.5.1(c) above, any Unit Owner shall be free to convey or transfer the Owner's Unit, together with its appurtenant Common Interest, by gift, or to devise the same by will or to have the same pass by intestacy, without restriction and without compliance with Section 16.2 hereof, provided, however, that each succeeding Unit Owner shall be bound by, and such Owner's Unit shall be subject to, the provisions of this Article 16.

Section 16.11 **Charges Imposed on Non-Exempt Transactions**

16.11.1 Charges

If not expressly prohibited by Law, the Condominium Board shall have the power to fix by resolution (without amending the Declaration or By-Laws) and collect, before the consummation of any sale, transfer, conveyance, Lease or sublease of a Sold Unit in any transaction that is not an Exempt Transaction under Section 16.5 hereof, a reasonable charge to cover the reasonable fees and expenses of the Condominium Board and/or the Managing Agent and/or any attorney retained by the Condominium Board in connection therewith. The Condominium Board may also fix by resolution (without amending the Declaration or By-Laws) and collect a reasonable charge to cover said reasonable fees and expenses in connection with a mortgage financing or mortgage refinancing of a Sold Unit if any Board action is requested in connection therewith (but not for any mortgage financing or refinancing of an Unsold Unit or the Commercial Units, for which no charge shall be imposed or levied). In addition, the Condominium Board shall have the power to fix by resolution (without amending the Declaration or By-Laws) and collect a refundable, unapplied security deposit in an amount fixed by the Board for potential damage to the Common Elements on moving into or out of a Sold Residential Unit in connection with a sale, conveyance, Lease or sublease of such Unit (whether or not such transaction is an Exempt Transaction, other an exemption based on the Unit being an Unsold Residential Unit or a Commercial Unit, for which no such security deposit may be imposed or collected). The proposed fees payable by such Sold Unit Owner to the Managing Agent, and said proposed security deposit, set forth in the Plan shall conclusively be deemed to be reasonable. If such charge is adopted, it shall be added to and constitute additional Common Charges payable by the Offeree Unit Owner. Any security deposit collected by the Board shall be refunded to the party making the deposit with reasonable promptness following the move, after deducting therefrom the Costs and Expenses to repair any damage to the Common Elements caused on the move and restore as near as economically practical the affected Common Elements to the condition existing immediately prior to the move. The security deposit shall not limit the amount recoverable in the event it is insufficient to fully pay the Costs and Expenses to repair and restore the Common Elements.

16.11.2 No Charges on Exempt Transaction

In no event shall any charge, fee, security deposit, cost, expense or other imposition be fixed or collected for any sale, transfer, conveyance or Lease (or sublease) that is an Exempt Transaction under Sections 16.5 hereof, including in particular (but not limited to): any Unsold Residential Units or any Commercial Unit sold, transferred, conveyed or Leased (or subleased) to or by Sponsor, an Unsold Unit Owner or a Commercial Unit Owner (or a tenant of Sponsor, an Unsold Unit Owner or a Commercial Unit Owner), except that a refundable, unapplied security deposit may be collected in connection with a move into or out of a Sold Residential Unit (but not a move into or out of an Unsold Residential Unit, for which no security deposit may be imposed or collected) as provided in subsection 16.11.1 above.

16.11.3 Flip Tax Authorization

The Condominium Board shall have the power to adopt by resolution (without amending the Declaration or By-Laws) a so-called "transfer fee", or "entrance fee" or "exit fee" (collectively, "**flip tax**") on the sale, transfer or conveyance of a Sold Unit in connection only with a transaction that is subject to the Match Offer Right (or Right of First Refusal) in Section 16.2 hereof (but not in an Exempt Transaction under Section 16.5 hereof, for which no flip tax may be imposed or collected), provided and on condition that: (a) such flip tax shall be approved in writing or by vote at duly constituted meeting of Residential Unit Owners called for such purpose; (b) Owners of not less than two-thirds (2/3rds) in number and Common Interest of all Sold and Unsold Residential Units (excluding for quorum and voting purposes any Unit owned by the Condominium Board, or its nominee or designee), shall affirmatively approve the flip tax and the amount thereof; and (c) the flip tax is not expressly prohibited by Law. If such flip tax is adopted, it shall be added to and constitute additional Residential Common Charges payable by the Offeree Unit Owner. Apart from the charges and fees authorized in this Section 16.11, the Offeree Unit Owner shall retain all proceeds realized from the sale or leasing of the Offeree's Unit, without participation by the Condominium Board or Unit Owners.

Section 16.12 **Estoppel Certificate**

If requested in writing by a Unit Owner, the Condominium Board shall deliver to the requesting Unit Owner from time to time, and such Unit Owner shall receive within ten (10) calendar days after each written request is given, a written statement ("**Estoppel Certificate**"): (a) certifying the date to which Common Charges and any additional Common Charges (including Special Assessments) have been paid and the amount of any other unpaid indebtedness owed under the Condominium Documents; and (b) acknowledging that there are not, to the best knowledge of the Condominium Board, any uncured defaults or violations on the part of the Unit Owner under the Condominium Documents, as same may then be amended, or specifying any defaults or violations if any are claimed.

The Estoppel Certificate shall be executed and delivered by the following:

(a) in the case of a Sold Residential Unit: any Residential Board Member or any officer elected by the Residential Board Members, or the Managing Agent, may execute and deliver such Estoppel Certificate;

(b) in the case of an Unsold Residential Unit: any Sponsor Board Member or Independent Board Member, or any officer elected by the Sponsor or Independent Board Members, or the Managing Agent, may execute and deliver such Estoppel Certificate; or

(c) in the case of a Commercial Unit: any Commercial Board Member or any Residential Board Member, or any officer elected by either the Commercial Board Members or the Residential Board Members, or the Managing Agent, may execute and deliver such Estoppel Certificate.

Such Estoppel Certificate may be included in a Certificate of Waiver or Exemption and shall be conclusive upon the Condominium Board and all Unit Owners in favor any prospective purchaser or any prospective or existing holder of a mortgage on, or any prospective or existing tenant of, the Owner's

Unit who relies thereon in good faith. The failure of such Unit Owner to receive such Estoppel Certificate within said ten (10) calendar day period shall be conclusive upon the Condominium Board and all Unit Owners that: (a) the Unit Owner is current in the payment of Common Charges and any additional Common Charges (including Special Assessments); and (b) there is no other unpaid indebtedness owed, nor any uncured defaults or violations on the part of such Unit Owner, under the Condominium Documents, as same may be amended. The Condominium Board shall be required to deliver an Estoppel Certificate to a Unit Owner not more often than twice in any twelve (12) months period.

Section 16.13 **Registration of Mortgages**

A Unit Owner who mortgages the Owner's Unit or the holder of such mortgage, shall register such mortgage ("**Registered Mortgage**") with the Condominium Board by supplying the Condominium Board with the name and address of the mortgagee ("**Registered Mortgagee**") and filing a conformed copy of the mortgage and the note secured thereby with the Condominium Board. The failure to comply with the foregoing shall not affect the validity or enforceability of the mortgage. Any mortgage on a Sponsor Unit or a Commercial Unit at the date of First Closing of a Residential Unit under the Plan that is not satisfied at such First Closing shall be considered a Registered Mortgage regardless of compliance with the foregoing. A Unit Owner who satisfies a mortgage covering the Owner's Unit shall so notify the Condominium Board in writing and shall also file a conformed copy of the satisfaction of the mortgage with the Condominium Board. The Secretary of the Condominium shall maintain all such mortgage information and documents in a book entitled Mortgages of Units.

Section 16.14 **Prohibition and Restriction on Mortgaging**

16.14.1 Prohibition

No Sold Unit Owner shall be permitted to mortgage, pledge or hypothecate such Sold Owner's Unit unless and until such Owner shall have paid in full to the Condominium Board all unpaid Common Charges and additional Common Charges (including Special Assessments) theretofore assessed against such Sold Unit and shall have satisfied or bonded all unpaid liens against such Sold Unit, except the liens of mortgages made in compliance with these By-Laws (collectively, "**Permitted Mortgages**" and individually, "**Permitted Mortgage**") (the foregoing shall not apply to Unsold Units or the Commercial Units). Notwithstanding the foregoing, any mortgage, pledge or hypothecation of a Sold Unit without complying with the provisions of this subsection 16.14.1 shall not affect the validity or enforceability of such mortgage, pledge or hypothecation, but shall affect the priority of its lien, which shall be subject and subordinate to all then existing unpaid Common Charges (including any Special Assessments or other additional Common Charges) theretofore assessed against such Unit. Any mortgage on a Sponsor Unit or a Commercial Unit at the date of First Closing of a Residential Unit under the Plan is a Permitted Mortgage.

16.14.2 Restriction

No Unit Owner shall execute any mortgage or other document mortgaging, pledging or hypothecating title to such Owner's Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

Section 16.15 **Notice of Unpaid Common Charges and Default**

Whenever requested in writing by a Registered Mortgagee who is the holder of a Permitted Mortgage ("**Permitted Mortgagee**"): (a) the Condominium Board shall with reasonable promptness notify such Permitted Mortgagee of any default or violation by its mortgagor-Unit Owner in the payment of Common Charges for more than one (1) calendar month or in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has actual knowledge then exists; and (b) when giving notice of any default or violation to such mortgagor-Unit Owner, the Condominium Board shall also send a copy of such notice to such Owner's Permitted Mortgagee.

In no event, however, shall the Condominium Board (including its members, officers, agents, attorneys and employees) and Unit Owners be liable for any Claims or Liabilities and Expenses for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of such default by such mortgagor-Unit Owner or in failing to send a copy of such default notice to the Permitted Mortgagee. Nonetheless: (a) the Condominium Board shall advise such Permitted Mortgagee of the default or violation with reasonable promptness after discovering such failure; and (b) if the Condominium Board shall foreclose its lien on such mortgagor's Unit pursuant to the terms of Section 8.13 hereof by reason of such default or violation, the Condominium Board shall pay to such Permitted Mortgagee the extent of any undistributed net proceeds of said foreclosure sale of such Unit then held by the Board (subject to and in accordance with the lien priority set forth in Article 8 above), but not more than the sum as shall be due and owing to such Permitted Mortgagee.

Section 16.16 **Performance by Permitted Mortgagees**

Any sum of money to be paid and any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid and performed by such Owner's Permitted Mortgagee. The Condominium Board shall accept such Permitted Mortgagee's payment and performance with the same force and effect as if the same were paid and performed by such Unit Owner.

Section 16.17 **Examination of Minutes**

Each Permitted Mortgagee and its authorized representative shall be permitted to examine the minutes of meetings of Unit Owners during business hours, on business days, and on reasonable advance written notice, but (except for the Commercial Unit Owners, their Permitted Mortgagees and their respective representatives, for whom there is no restriction) not more frequently than once a month, all as provided more particularly in Section 14.7.3 above.

Section 16.18 **Consent of Mortgagees; Designation of Mortgage Representatives**

16.18.1 When Consent Required

Except as otherwise expressly provided in the Declaration or these By-Laws, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Condominium Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against the mortgagor-Unit Owner under the mortgage held by such mortgagee. In the event that any such consent or approval shall be expressly required pursuant to the terms of the Declaration or these By-Laws, the decision of a majority of the "Mortgage Representatives" (as defined in, and if any are designated pursuant to the terms of, the following subsection 16.18.2) shall be deemed binding upon the holders of all mortgages encumbering Units.

16.18.2 Mortgage Representative(s)

The holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages may, if they so elect, designate not more than three (3) representatives ("**Mortgage Representatives**") by giving written notice thereof to the Condominium Board, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or these By-Laws, unless and until otherwise designated in accordance with the foregoing, the holder of a first mortgage on the Retail Unit or the Office Unit or any of the Unsold Residential Units automatically shall together be considered the sole Mortgage Respresentative(s) for all mortgagees of Units Any designation of one (1) or more Mortgage Representatives pursuant to the terms of this subsection 16.18.2 shall be effective until any successor Mortgage Representatives is (are) designated pursuant to the terms hereof and written notice thereof is given to the Condominium Board. Unless otherwise required by Law, no holders of mortgages encumbering Units other than Permitted Mortgagees who hold Institutional Mortgages shall be entitled to participate in the designation of Mortgage Representatives, but all holders of mortgages encumbering Units shall be subject to all determinations made by the Mortgage Representatives pursuant to the terms of the Declaration or these By-Laws.

Section 16.19 **Subordination**

The lien of any mortgage of a Unit recorded after the recording of the Residential Conversion Restated Declaration shall automatically be subordinate to the terms and provisions of the Declaration and these By-Laws, and any such mortgage that fails to provide for such subordination shall nonetheless be deemed to provide for such subordination. Although no further instrument shall be required to effectuate such subordination, each mortgagee of a Unit, by accepting such mortgage, agrees to execute and deliver any instruments and documents required to be executed and delivered by the Condominium Board in connection with the confirmation of such subordination. In the event such mortgagee fails to execute and deliver any such instruments or documents, its acceptance of such mortgage shall be deemed to constitute its appointment of the Condominium Board as its true and lawful attorney-in-fact in its name, place and stead to execute and deliver any such instruments and documents, such power being "coupled with an interest" and for valuable consideration, and with full power of substitution.

Section 16.20 **Waiver of Rights of Partition, Use and Occupancy of Units Acquired By Board**

In the event that any Residential Unit shall be acquired or leased by the Condominium Board, or its nominee or designee, on behalf of Unit Owners, such Unit shall be part of the Association's Residential Properties and the ownership or lease of such Unit shall be deemed held on behalf of only the Residential Unit Owners, as tenants-in-common, and all such Owners and the Commercial Unit Owners shall be deemed to have waived all rights of partition, use and occupancy with respect to such Unit. All Costs and Expenses incurred in connection with the acquisition and ownership, or the lease and any sublease, of such Unit, as well as the Maintenance, Repair, Alteration and Operation and Disposition of such Unit shall be part of the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and Section 339-m. Similarly, all revenues derived from the rental, Operation, sale, permitted mortgaging or other Disposition of such Unit shall be used to defray the Residential Common Expenses or for such other appropriate purposes as shall be determined by the Board.

Section 16.21 **Registration of Tenants**

The tenant under any lease demising space in all or a portion of any Unit who is authorized in writing by the Unit Owner to have the benefits and protection of Sections 16.22 and 16.23 below, may register with the Condominium Board by furnishing to the Condominium Board a written statement of its name and address, the date of its lease, a description of the premises demised to it, and the last date on which such lease is scheduled to expire. Any tenant having so registered is herein called a "**Registered Tenant**".

Section 16.22 **Notices to Registered Tenants**

Whenever requested in writing by a Registered Tenant of a Unit: (a) the Condominium Board shall with reasonable promptness notify such Registered Tenant of any default or violation by the Owner of such Unit in the Owner's payment of Common Charges and any Special Assessments for more than one (1) calendar month; and (b) when giving notice of any default, violation or failure to comply with the Condominium Documents to the Owner of such Unit, the Condominium Board shall also send a copy of such notice to each Registered Tenant of such Owner's Unit.

In no event, however, shall the Condominium Board and Unit Owners be liable for any Claims or Liabilities and Expenses for any failure, through oversight or negligence, in notifying a Registered Tenant of such default, violation or failure, by such Unit Owner or in failing to send a copy of notice thereof to said Registered Tenant. Nonetheless, with reasonable promptness after the Board discovers its failure, the Condominium Board shall advise such Registered Tenant of the Unit Owner's default, violation or failure.

Section 16.23 **Performance by Registered Tenants**

Any sum of money to be paid and any act to be performed by a Unit Owner pursuant to the provisions of the Declaration or these By-Laws may be paid and performed by such Owner's Registered Tenant, and the Board shall accept such Registered Tenant's payment and performance with the same force and effect as though same were paid and performed by such Unit Owner.

ARTICLE 17

CERTAIN REMEDIES

Section 17.1 **Self-Help**

17.1.1 Notice of Violation

If a Residential Unit Owner shall violate or breach or default under any of the provisions of the Condominium Documents on such Owner's part to be observed or performed (hereinafter collectively, "**violations**" or derivations thereof), including any violations of Owner's obligation to Maintain and Repair the Owner's Residential Unit pursuant to the terms of Article 14 of the Declaration or these By-Laws, and shall fail to cure such violation within thirty (30) calendar days after being given written notice of the same from the Condominium Board or the Managing Agent (if any), or with respect to any violation not reasonably susceptible to cure within such period, shall fail to diligently to commence such cure and, thereafter, to prosecute such cure with due diligence and continuity to completion (but in no event longer than ninety (90) calendar days from the giving of such notice), the Condominium Board or (if the Condominium Board fails to act) Sponsor (during only the Sponsor Veto Control Period and until issuance of the said permanent Certificate of Occupancy of the Building) shall each have the right to enter

such Owner's Residential Unit and/or its appurtenant Limited Common Element (if any) and, at the sole Cost and Expense of the offending Residential Unit Owner, to summarily abate, remove or cure such violation without thereby being deemed guilty or liable in any manner of trespass or otherwise ("**Right of Self-Help**"). The offending Residential Unit Owner shall reimburse the Condominium Board or Sponsor (as applicable) for such Costs and Expenses incurred to remedy such violation within ten (10) calendar days after being given written demand therefor accompanied by a reasonably detailed bill itemizing same, together with the Costs and Expenses of collection thereof and per diem interest on all said Costs and Expenses incurred at a rate equal to the lower of 16% a year or the highest rate allowed by Law, computed from the date each item of Cost and Expense is incurred or paid to the date full payment of same is received by the Condominium Board or Sponsor (as applicable). All Cost and Expense billed by the Condominium Board pursuant to the foregoing shall be regarded as additional Common Charges assessed to, and payable by, such offending Residential Unit Owner.

17.1.2 No Violation Notice in Emergency

In addition, in the event that the Condominium Board or (if the Condominium Board fails to act) Sponsor (during only the Sponsor Veto Control Period and until the issuance of said permanent Certificate of Occupancy of the Building) shall determine that the abatement, removal or cure of any such violation is immediately necessary for the preservation of the Building or for the life, health, safety or security of the occupants of the Building or other individuals, or is required to avoid the suspension of any necessary service in the Building or to correct any dangerous or hazardous condition, the Condominium Board or Sponsor (as applicable) may take such action immediately, without prior notice, without allowing the said Residential Unit Owner any period of time within which to cure or to commence to cure such violation and without being guilty or liable in any manner of trespass or otherwise.

17.1.3 Board Violation

If the Condominium Board shall violate any of Sponsor's/Commercial Owners' Rights as defined in Section 28.1 of the Declaration or fails to perform or comply with its obligations under the Condominium Documents, including those relating to the Maintenance and Repair of the Common Elements (as provided in Article 14 of the Declaration) or to the restoration of the Common Elements after a casualty loss or a Taking by eminent domain or condemnation (as defined and provided respectively in Articles 7 and 18 hereof), then: (a) the Condominium Board shall indemnify Sponsor and the Commercial Unit Owners from and against any resulting Claims and Liabilities and Expenses; and (b) Sponsor and the Commercial Unit Owners shall each have the Right of Self-Help, but not the obligation, to correct such violation or perform such defaulted obligation in the name, and at the Cost and Expense, of the Condominium Board, which shall be specially allocated and apportioned to those Unit Owners required to pay the Costs and Expenses to correct such violation or perform such defaulted obligation under these By-Laws or the Declaration in accordance with the Special Allocation and Apportionment Rule and Section 339-m. This indemnity and Right of Self-Help will apply only if: (a) the Board's violation or failure to perform occurs while the Independent Board Members constitute a majority of all Board Members; and (b) (in the case of a violation issued or noted by a Governmental Authority against the Building) Sponsor is not obligated to correct the violation under the Plan.

17.1.4 Board Cure Period

In addition, before Sponsor or a Commercial Unit Owner (as applicable) undertakes any Work to be paid or reimbursed by the Condominium Board:

(a) Sponsor or such Commercial Unit Owner (as applicable) shall first send to any Independent Board Member written notice ("**Self-Help Notice**") of the election of Sponsor or such Commercial Unit Owner (as applicable) to do the Work at the expense of the Condominium Board; and

(b) the Condominium Board shall be given the following period to commence the Work: (b-1) thirty (30) calendar days from giving the Self-Help Notice (if, in the reasonable judgment of Sponsor or such Commercial Unit Owner, as applicable, the Work will cost in the aggregate under $100,000); (b-2) sixty (60) calendar days from giving the Self-Help Notice (if, in the reasonable judgment of Sponsor or such Commercial Unit Owner, as applicable, the Work will cost in the aggregate $100,000 or more); or (b-3) ninety (90) calendar days from receipt of any proceeds of insurance (in the case of a casualty) or of any award (in the case of a Taking by eminent domain or condemnation); and

(c) the Condominium Board shall be allowed a reasonable period to complete the Work with reasonable diligence and continuity.

In the event the Condominium Board does not begin the Work within the applicable time period or the Condominium Board does not complete the Work within a reasonable period, Sponsor or said Commercial Unit Owner (as applicable) may (but is not obligated to) proceed to do the Work in the name, and at the Cost and Expense, of the Condominium Board, as provided in subsection 17.1.3 above.

17.1.5 Reimbursement of Sponsor or Commercial Unit Owner

In the event Sponsor or a Commercial Unit Owner (as applicable) elects to do the Work, the Condominium Board will reimburse Sponsor or such Commercial Unit Owner (as applicable), promptly after written demand is made, for the Costs and Expenses of Sponsor or such Commercial Unit Owner (as applicable) incurred in connection therewith. Sponsor's or such Commercial Unit Owner's (as applicable) demand notice shall be accompanied by a reasonably detailed statement of the Costs and Expenses to be reimbursed and copies of any supporting or relevant bills. If full payment is not received by Sponsor or said Commercial Unit Owner (as applicable) within a deadline of ten (10) business days after giving the demand notice ("TIME BEING OF THE ESSENCE"), the Condominium Board shall reimburse Sponsor or said Commercial Unit Owner (as applicable) per diem interest thereon (for lost opportunity of earnings on the amount owed), at a rate equal to the lower of 16% a year or the highest rate allowed by Law, computed from the first day following the ten (10) business day deadline period through the date payment is received by Sponsor or said Commercial Unit Owner, as applicable. In addition, the Condominium Board shall reimburse Sponsor or said Commercial Unit Owner (as applicable) for the Costs and Expenses incurred to collect the amounts owed together with per diem interest thereon at a rate equal to the lower of 16% a year or the highest rate allowed by Law, computed from the date each item of Cost or Expense is paid through the date such amount is received by Sponsor or said Commercial Unit Owner (as applicable). All amounts to be so reimbursed by the Condominium Board shall be borne by the applicable Unit Owners in accordance with subsection 17.1.3 above.

17.1.6 Indemnity

If the Condominium Board or Sponsor or a Commercial Unit Owner (each, an "**Aggrieved Party**") exercises the Right of Self-Help pursuant to this Section 17.1, such Aggrieved Party shall be deemed to have agreed to indemnify (a) the alleged offending Party, (b) (if the Board is not the Aggrieved Party) the Condominium Board, and its members, officers, employees, agents (including the Managing Agent) and attorneys and (c) each Unit Owner from and against any and all Claims and Liabilities and Expenses caused by negligence or the acts or omissions of the Aggrieved Party or its Agents, Employees

and Contractors, which may be incurred by the indemnified Parties in connection with such exercise of its Right of Self-Help.

17.1.7 Duty to Protect

An Aggrieved Party exercising the Right of Self-Help shall make all reasonable efforts to protect life, health, safety and security of Owners, tenants and occupants of Units and property located in the portion of the Property to which Work is being performed pursuant thereto and shall not unreasonably interfere with the use, occupancy or Operation of, or the business being conducted in, such portion of the Property for its intended purposes.

Section 17.2 **Abatement and Enjoinment**

17.2.1 Unit Owner Violation

In the event that any Unit Owner shall violate any of the provisions of the Condominium Documents on such Owner's part to be observed or performed, the Condominium Board or (if the Condominium Board fails to act) Sponsor (during only the Sponsor Veto Control Period and until the issuance of said permanent Certificate of Occupancy of the Building) or a Commercial Unit Owner shall each have the right to enjoin, abate or remedy the continuance or repetition of any such violation by appropriate Lawsuit.

17.2.2 Violation of Sponsor's/Commercial Owners' Rights

The violation of any of the terms of the Condominium Documents or the Plan with respect to any of Sponsor's/Commercial Owners' Rights thereunder shall give to Sponsor or each Commercial Unit Owner (as the case may be) the right to enjoin, abate or remedy the continuation or repetition of any such violation by appropriate Lawsuit.

17.2.3 Reimbursement

The offending Party who is the subject of a Claim or Lawsuit brought pursuant to this Section 17.2.2 shall be obligated to reimburse the Party bringing such Claim or Lawsuit for all Costs and Expenses incurred in connection with such violation and the resulting Claim or Lawsuit, as well as all Costs and Expenses of collection thereof, together with per diem interest thereon (for lost opportunity of earnings on the amount owed) at a rate equal to the lower of 16% a year or the highest rate allowed by Law, computed from the date each item of Cost or Expense is paid through the date payment is received. The demand notice shall be accompanied by a reasonably detailed statement of all Costs and Expenses to be reimbursed and copies of any supporting or relevant bills.

17.2.4 Additional Common Charges

All sums payable by a Unit Owner to the Condominium Board pursuant to the terms of this Article 17 shall, for all purposes hereunder, constitute additional Common Charges payable by such Unit Owner promptly following written demand or with the next regular monthly payment of Common Charges (as directed by the Board).

Section 17.3 **Remedies Cumulative**

The remedies specifically granted to each of the Condominium Board, Sponsor and the Commercial Unit Owner in this Article 17 or elsewhere in the Condominium Documents shall be

cumulative, shall be in addition to all other remedies obtainable at Law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Condominium Board or Sponsor or a Commercial Unit Owner, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 17.4 **No Arbitration**

Notwithstanding any other provision of the Condominium Documents to the contrary, the exercise and enforcement of the provisions of this Article 17 and all disputes and controversies underlying a violation, breach or default which give rise to the exercise and enforcement hereof, at the exclusive option and absolute discretion of the Aggrieved Party exercising and seeking to enforce these provisions, shall not be subject to arbitration under Article 19 below. An offending Party against whom the provisions of this Article are being enforced shall not have the right to submit said underlying dispute or controversy to arbitration while the provisions of this Article 17 are being exercised and enforced by an Aggrieved Party. This Section 17.4 is paramount and shall govern any conflict or inconsistency with any other provision of the Condominium Documents.

ARTICLE 18

CONDEMNATION OR EMINENT DOMAIN

Section 18.1 **Taking of Entire Property**

If the entire Property is taken in condemnation or by eminent domain (herein called "**Taken**" or a "**Taking**"), then the award of the Taking authority shall be distributed among all Unit Owners Pro Rata to the respective then existing fair market values of the Units and their appurtenant Common Interests as determined by the Taking authority. Each Unit Owner shall have the right to pursue a separate Claim against the Taking authority for its share of the award, which may include an award for all fixtures, additions and improvements which are part of the Owner's Unit as well as for relocation and moving expenses and similar allowances designed to facilitate relocation of a displaced business concern (in the case of a Commercial Unit) or a displaced household (in the case of a Residential Unit).

Section 18.2 **Taking of Units**

If only one (1) or more, but not all, Units are Taken, then the award of the Taking authority shall be distributed exclusively to or among the Owner or Owners of the Units (as applicable) so Taken. In the latter case, the award shall be distributed to each such Owner shall be Pro Rata to the respective then existing fair market values of the Units and their respective appurtenant Common Interests Taken (i.e., in the proportion that then existing fair market value of such Owner's Unit and its appurtenant Common Interest bears to the then existing aggregate fair market values of all Units and their respective appurtenant Common Interests Taken), as such fair market values are determined by the Taking authority. Each such Unit Owner shall have the right to pursue a separate Claim against the Taking authority for its share of the award, which may include an award for the Unit's fixtures, additions and improvements as well as for the Owner's relocation and moving expenses as provided in Section 18.1 above.

In the event the remaining Unit Owners elect to withdraw the Property from the Condominium Act in accordance with Section 19.1(b) of the Declaration, then the portions of the Property not Taken shall be subject to an action for partition pursuant to Section 19.2 of the Declaration, which shall apply with respect to said remaining Unit Owners.

Section 18.3 **Taking of Portions of Common Elements**

18.3.1 Board Authority

If the entire Property is not Taken but portions of the Common Elements are Taken, regardless of whether one (1) or more Units are also Taken, the Condominium Board as agent and on behalf of Unit Owners shall have the exclusive right and authority to pursue a Claim against the Taking authority with respect only to the portions of the Common Elements Taken and the remaining portions of Common Elements and the remaining Units damaged or destroyed by the Taking, except as otherwise provided in subsection 18.3.2 below. The Board's right and authority to pursue such Claim include the following: (a) to present evidence, negotiate, settle and otherwise conduct and make all decisions as to the proceedings before the Taking authority and all Lawsuits resulting therefrom; (b) to execute and acknowledge in the name of Unit Owners, as attorney-in-fact, all Litigation Documents, settlement agreements, releases and other documents in furtherance of the foregoing; and (c) to retain legal counsel, appraisers and other professionals and experts in connection with the foregoing.

18.3.2 Separate Claims of Units Taken

Each Owner of a Unit which is also Taken with portions of the Common Elements shall continue to have the right to pursue a separate Claim against the Taking authority with respect to such Owner's Unit and its appurtenant Common Interest, including the Unit's Equipment, Installations, fixtures, additions and improvements, as well as the Owner's moving and relocation expenses as provided in Section 18.2 above. However, the Claim with respect to a Unit not Taken but that is damaged or destroyed by the Taking shall be pursued exclusively by the Board in accordance with the preceding subsection 18.3.1, except that the Owner of such damaged or destroyed Unit shall have the exclusive right to pursue any Claim against the Taking authority with respect to the Unit's individual Equipment, Installations, fixtures, additions and improvements and the Owner's business interruption, relocation and moving expenses.

18.3.3 Allocation of Award

The award in such Taking under subsection 18.3.2 above shall be allocated between or among the Common Elements Taken and the Unit or Units Taken Pro Rata to their respective then existing fair market values. Such values shall be determined in accordance with the floor space Taken (including the floor space of a Unit Taken together with the floor space of the Individual Limited Common Element, if established, appurtenant to such Unit also Taken), the relative value of said floor space Taken to other space in the Property, the uniqueness of said floor space Taken, the overall dimensions of the remaining floor space not Taken, and any decrease in the availability, utility, function or performance of Common Elements for common use or exclusive or substantially exclusive use resulting from such Taking. Any Unit Owner who has the right to use, or to exclusive or substantially exclusive use of, the affected Common Elements or whose Unit is Taken may dispute any appraisal obtained to determine such values and submit the controversy to arbitration in accordance with Article 19 below.

18.3.4 Application of Award

The award of the Taking Authority made with respect to the Common Elements that are not Taken but are damaged or destroyed by the Taking shall be paid to the Condominium Board as agent and on behalf of all Unit Owners and applied by the Board in the following order: first, to pay the Costs and Expenses incurred by the Condominium Board to recover the award; and second, the balance ("**Net Award Trust Funds**") to Repair the remaining portions of the Common Elements not Taken but that are damaged or destroyed by the Taking, such Repair to be performed on the same basis as set forth in the provisions of Section 7.3 above, which shall apply and be followed with respect to such Repair of said

damaged Common Elements. Such Net Award Trust Funds shall be allocated to the affected General Common Elements, Residential Common Elements, Residential/Office Common Elements and (if established) Limited Common Elements, Commercial Limited Common Elements and Individual Limited Common Elements Pro Rata to the Costs and Expenses to Repair same, which allocation shall be made on the same basis as set forth in the provisions of Section 7.4 above, which also shall apply and be followed with respect to such allocation of Net Award Trust Funds. If the Net Award Trust Funds shall be insufficient to pay the Costs and Expenses of performing such Repairs, the Board shall levy a Special Assessment to pay the deficiency, which Special Assessment shall be levied on the Residential Unit Owners and/or the Commercial Unit Owners (as applicable) on the same basis as set forth in the provisions of Section 7.5 above, which also shall apply and be followed with respect to such insufficiency in the Net Award Trust Funds. If, conversely, the Net Award Trust Funds shall exceed the Costs and Expenses of performing such Repairs, such surplus shall be distributed to the Residential Unit Owners and/or the Commercial Unit Owners (as applicable), which distribution shall be made on the same basis as set forth in the provisions of Section 7.6 above, which also shall apply and be followed with respect to such surplus in the Net Award Trust Funds.

In the event Repairs are not made and the remaining portions of the Property not Taken shall become the subject of an action for partition, then the Net Award Trust Funds shall be distributed to all remaining Unit Owners Pro Rata to the respective then existing fair market values of the Units and their appurtenant Common Interests in accordance with Section 19.2 of the Declaration.

18.3.5 Unsold Units and Commercial Units

If an Unsold Unit or a Commercial Unit, or any portion thereof, shall be the subject of all or part of any Repairs, then notwithstanding anything herein to the contrary, Sponsor or other Owner of such Unsold Unit or Commercial Unit (as applicable) shall have the exclusive right to arrange, make all determinations and supervise the Repairs, Decorating, finishing and equipping of such Owner's Unsold Unit or Commercial Unit (as applicable).

18.3.6 Party in Charge

If the damage or destruction is to be Repaired and affects exclusively or substantially exclusively a single Unit, then notwithstanding anything herein to the contrary, the Owner of such Unit shall promptly make all arrangements and determinations as to, and shall supervise, the Repairs thereof. In all other cases, the Condominium Board shall promptly make all such arrangements and determinations of, and shall supervise, the Repairs, except as otherwise expressly provided in subsection 18.3.5 above with respect to Sponsor's/Commercial Owners' Rights to do the same with respect to Unsold Units or the Commercial Units (as applicable).

18.3.7 Decorations

The Costs and Expenses to make Repairs to coverings, finishes, treatments and other Decorations of walls, floors or ceilings of the General Common Elements, Residential/Office Common Elements, Residential Common Elements and (if established) Limited Common Elements, Commercial Limited Common Elements and Individual Limited Common Elements shall be part of the following Common Expenses to the extent the Net Award Trust Funds, after being allocated and applied for all other Repairs in accordance with this Article 18, shall be insufficient therefor:

(a) in the case of said Decorations of the General Common Elements, such Costs and Expenses shall be part of the General Common Expenses, which shall be allocated to all Residential Unit Owners and the amount allocated to a Commercial Unit Owner shall be limited or restricted strictly to the

extent of said Costs and Expenses to Decorate those General Common Elements that actually serve or are actually utilized by such Commercial Unit Owner; and the amount so allocated to all Unit Owners shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests, unless the amount fairly and properly attributable to such Commercial Unit Owner or to the Residential Unit Owners would otherwise require, in which case such fair and proper apportionment shall be used;

(b) in the case of said Decorations of the Residential Common Elements, such Costs and Expenses shall be part of the Residential Common Expenses, which shall be specially allocated to only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests in accordance with the Special Allocation and Apportionment Rule and Section 339-m; or

(c) in the case of said Decorations of the Limited Common Elements, Commercial Limited Common Elements or Individual Limited Common Elements (if established), such Costs and Expenses shall be specially allocated and assessed solely to the Unit Owner or Unit Owners having exclusive use of such Limited Common Elements, Commercial Limited Common Elements or Individual Limited Common Elements (as applicable).

(d) in the case of said Decorations of the Residential/Office Common Elements, such Costs and Expenses shall be part of the Residential/Office Common Expenses, which shall be allocated to all Residential Unit Owners and the amount allocated to the Office Unit Owner shall be limited or restricted strictly to the extent of said Costs and Expenses to Decorate those Residential/Office Common Elements that actually serve or are actually utilized by such Office Unit Owner; and the amount so allocated to all Residential and Office Unit Owners shall generally be apportioned and assessed among them Pro Rata to their respective Common Interests, unless the amount fairly and properly attributable to the Office Unit Owner or to the Residential Unit Owners would otherwise require, in which case such fair and proper apportionment shall be used;

Section 18.4 **Lien Priority**

No payment of any award or surplus Net Award Trust Funds shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share thereof, such amounts as may be necessary to pay off all unpaid liens on the Owner's Unit (including the liens of mortgages and the liens of the Condominium Board) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event a Special Assessment is levied pursuant to the terms of subsection 18.3.4 above for any projected deficiency in the amount of the Net Award Trust Funds available to the Condominium Board and, after the payment of all Costs and Expenses incurred in connection with the Repairs, any portion of the Net Award Trust Funds remains unspent, such surplus Net Award Trust Funds shall, to the extent such Special Assessment contributed to such surplus, be deemed to be, and shall constitute, an unspent Special Assessment and shall be refunded to the applicable Unit Owners so assessed in proportion to the amount assessed, free of any claim of any lienor (including, without limitation, any mortgagee) other than the lien of the Condominium Board.

Section 18.5 **Adjustment of Common Interests**

18.5.1 Changes in Common Interests

If a portion of the Property Taken is no longer subject to the Condominium Documents and the Property shall not be subject to a partition action as provided in Section 19.2 of the Declaration, then the

Common Interest of each Unit affected by such Taking shall be eliminated (if an entire Unit is Taken) or proportionately reduced (if only a portion of a Unit is Taken) and the Common Interests appurtenant to all other Units shall be proportionately increased by the amount of change in Common Interest of the affected Unit so that the total Common Interests of all remaining Units shall equal 100%. All such proportionate changes in Common Interests shall be based on the same factors used originally to determine the Common Interests as set forth in Article 8 of the Declaration. Any dispute that may arise hereunder shall be resolved by arbitration pursuant to Article 19 below.

18.5.2 Procedure

All changes in Common Interests shall be reflected in a duly recorded Amendment to the Declaration and (to the extent required by the Condominium Act) Floor Plans, which shall be prepared by the Condominium Board. The Amendment to the Declaration shall be executed and acknowledged in recordable form by the Condominium Board and the remaining Unit Owners and holders of recorded liens on such Units in accordance with Article 22 of the Declaration. In lieu of executing the Amendment, such Unit Owners and lienors may execute and acknowledge in recordable form a separate consent which shall be attached to the Amendment.

18.5.3 Changes in Votes

Following said Taking of all or a portion of a Unit and the recording of such Amendment to the Declaration and (if applicable) said consent to such Amendment, the votes based on the Common Interest appurtenant to the affected Unit shall be based on its new Common Interest (in case of only a partial Taking) or shall wholly terminate (in the case of a Taking of the entire Unit) and the votes based on Common Interests appurtenant to all other Units whose Common Interests are changed pursuant to subsection 18.5.1 above shall be based on their new Common Interests.

Section 18.6 **Abatement in Common Charges**

If due to destruction or damage caused by a Taking a Unit is rendered wholly or partially unusable for the purposes permitted in the Declaration, or the means of reasonable access thereto is prevented, the Common Charges otherwise payable by the Owner thereof shall proportionately abate until such Unit shall again be rendered useable for the purposes permitted in the Declaration and/or until the means of reasonable access thereto shall be restored, as the case may be. The amount of abatement shall be determined by the Condominium Board, in its discretion, reasonably exercised. To the extent that the amount of such abatement is not covered by insurance maintained by the Board and the affected Unit is a Residential Unit, such uninsured amount shall be included in the Common Charges payable by only all Residential Unit Owners and apportioned and assessed among them Pro Rata to their respective Common Interests. The foregoing notwithstanding, if the destruction or damage shall be caused by an act, omission, negligence, abuse or neglect of the Owner or a tenant or occupant of the affected Unit, or any contractor or worker engaged by such Owner or tenant, the Common Charges otherwise payable by such Owner shall abate only to the extent of any proceeds of business interruption or similar insurance actually collected by the Condominium Board with respect to such affected Unit.

ARTICLE 19

ARBITRATION

Section 19.1 **Submission to Arbitration**

19.1.1 Requirement to Arbitrate

Subject and subordinate to any provision of the Declaration or these By-Laws which expressly excludes arbitration to resolve a dispute (including subsections 11.3.4 and 16.1.2 and Section 17.4 above), this Article shall constitute a written agreement of the Parties to submit to arbitration (and not Litigation) conducted in The City of New York in accordance with the terms of this Article 19 and the then "applicable commercial arbitration rules" (as defined in Section 19.3 below) any dispute, controversy or claim (collectively, "**Dispute**") arising out of, or concerning, the Declaration or these By-Laws for which arbitration is required or permitted under the Declaration or these By-Laws, provided that: (a) the only Parties to the dispute are Unit Owners or one (1) or more Unit Owners and the Condominium Board; and (b) if the terms of this Article 19 differ from or conflict with the then applicable commercial arbitration rules, the arbitrators shall be chosen and the arbitration shall be governed in accordance with and pursuant to the terms and provisions of this Article 19. The Unit Owners and the Condominium Board hereby waive any rights to revoke this agreement to arbitrate any Dispute arising from or concerning the Residential Conversion Restated Declaration or these By-Laws.

19.1.2 Exclusive Dispute Resolution Method

Arbitration in accordance with this Article shall be the exclusive dispute resolution method for any Dispute for which arbitration is required or permitted under the Declaration or these By-Laws, unless: (a) expressly provided otherwise in the Declaration or these By-Laws; or (b) all Parties to the dispute unanimously agree to vary any of the terms of this Article or unanimously agree to resolve their dispute in any other manner (including the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes" or an equivalent statute).

Section 19.2 **Notice of Arbitration**

The Party desiring arbitration of such Dispute (the "**Initiating Party**") shall give notice ("**Arbitration Notice**") to the other party or parties (collectively, the "**Responding Party**") of its intention to submit such Dispute to arbitration. Such Arbitration Notice shall set forth with particularity the Dispute sought to be arbitrated, and shall, in addition, comply with any applicable requirements of the then applicable commercial arbitration rules, which requirements supplement, without conflicting with, the foregoing requirements in this sentence regarding such notice.

Section 19.3 **Commercial Arbitration Rules**

For purposes of this Article 19, the term "**then applicable commercial arbitration rules**" shall mean the commercial arbitration rules then applicable of the American Arbitration Association (or any successor thereto with similar function). If the American Arbitration Association or any successor thereto with similar function shall not then be in existence, the Parties to an arbitration to which the arbitration rules of the American Arbitration Association (or any successor thereto with similar function) would otherwise apply under this Article 19, during the fifteen (15) calendar day period following the giving of the Arbitration Notice referred to in Section 19.2 above, shall endeavor to agree upon an appropriate body of rules to govern arbitration to be conducted pursuant to this Article 19, and such rules so agreed on shall be the then applicable arbitration rules. However, if said Parties fail to so agree within such fifteen (15)

calendar day period, such arbitration shall be governed by, and the then applicable arbitration rules shall be, the rules then applicable of the entity most commonly utilized in the New York City metropolitan area for the arbitration of commercial disputes.

Section 19.4 **Selection of Arbitrators**

19.4.1 Definition

The term "**Appointing Authority**" shall mean the entity or body that administers the then applicable commercial arbitration rules, provided that if such entity or body shall be affiliated with or subject to control by any Party to an arbitration, the Appointing Authority for purposes of such arbitration shall instead be the entity at the time most commonly utilized in the New York City metropolitan area for the arbitration of commercial disputes and which is not so affiliated or subject to such control.

The term "**qualified arbitrator**" as used herein shall mean a disinterested individual having not less than ten (10) years experience relating to residential and commercial mixed-use real estate in New York City relatively comparable to the Property and relating to the specific matter in dispute.

19.4.2 Number of Arbitrators

All disputes shall be submitted for resolution by a single arbitrator.

19.4.3 Procedure

Within ten (10) calendar days after sending the Arbitration Notice, the Initiating Party and the Responding Party shall mutually agree upon a "proposed arbitrator" to resolve the Dispute, who shall be a qualified arbitrator reasonably acceptable to both the Initiating Party and the Responding Party. The Initiating Party shall give the proposed arbitrator a copy of the Arbitration Notice and a separate written notice ("**Selection Notice**") of his or her selection to serve as arbitrator. If the proposed arbitrator declines to serve as arbitrator or fails to confirm in writing of his or her availability or willingness to serve as arbitrator within ten (10) calendar days after sending said Selection Notice, the Initiating Party and the Responding Party shall repeat the process to choose a new qualified arbitrator reasonably acceptable to both of them. Promptly after agreeing upon a new proposed arbitrator, the Initiating Party shall send said new proposed arbitrator a new Selection Notice, together with the Arbitration Notice. If such new proposed arbitrator declines to serve as arbitrator or fails to confirm his or her availability or willingness to serve as arbitrator within ten (10) calendar days after sending said new Selection Notice, or if the Initiating Party and the Responding Party fail to mutually agree upon a qualified proposed arbitrator within ten (10) calendar days after the Arbitration Notice is first sent to the Responding Party or within twenty (20) calendar days after the Selection Notice is sent to the first proposed arbitrator, then any Party to the Dispute may apply to the Appointing Authority for the appointment of the qualified arbitrator, in which event the qualified arbitrator shall be selected by the Appointing Authority in accordance with the then applicable commercial arbitration rules. No Party to the arbitration shall raise any challenge or objection as to the full power and authority of the Appointing Authority to entertain such application and make such appointment. If the individual serving as arbitrator shall subsequently refuse, fail or be unable to act, his or her successor shall be selected in accordance with the procedure contained in this subsection 19.4.3.

Section 19.5 **Presentation of Evidence; Decision of Arbitrator(s); Binding Effect**

19.5.1 Presentation of Evidence Within ten (10) business days after the arbitrator is confirmed, the Parties to the Dispute shall make whatever presentations and present whatever evidence they wish to the arbitrator with respect to the Dispute, including whether or not such Dispute is subject to arbitration pursuant to this Article 19.

19.5.2 Time Period The arbitrator shall attempt to cause the Initiating Party and the Responding Party to agree upon a resolution of the Dispute within twenty (20) business days after the arbitrator is confirmed, failing which the arbitrator shall render a written decision and deliver counterparts of same to the Parties to the Dispute within five (5) business days thereafter.

19.5.3 Decision Controlling The decision of the arbitrator shall be controlling for all purposes under the Declaration and these By-Laws immediately upon receipt by said Parties of a copy of the decision.

19.5.4 Immediately Effective

The effectiveness of such decision for such purposes shall not be delayed or postponed pending confirmation of the arbitration decision or award or entry of judgment upon the decision or award, notwithstanding any challenge or contest by any of said Parties with respect to the decision or award, and notwithstanding any application or other request by any of said Parties that the arbitrator or any court or other body stay, set aside, nullify or otherwise change the decision or award. Said Parties shall make no request or other application to the arbitrator or any court or other body for any injunction, stay or other relief that would be contrary to the provisions of the preceding sentence, and agree that the arbitrator, any court and any other body shall have no jurisdiction or other authority to consider any request or other application for, or to grant, any injunction, stay or other relief that would violate any provision of this Article 19.

19.5.5 Subsequent Change

If any decision of the arbitrator shall be set aside, nullified, modified or otherwise changed after the Parties to the arbitration receive a copy of the original decision or award, said Parties shall thereupon comply with the action setting aside, nullifying, modifying or otherwise changing the original decision or award, with such changes and adjustments by said Parties in actions taken pursuant to the original decision as may be necessary for such purpose.

19.5.6 Binding and Conclusive

19.5.7 In any such arbitration, the determination of such Dispute by such arbitration shall constitute the final determination thereof and shall be binding and conclusive upon the Parties to such arbitration and shall constitute an "award" by the arbitrator within the meaning of the American Arbitration Association rules and judgment may be entered thereon in any court of competent jurisdiction.

19.5.7 Immunity and Indemnity of Arbitrators

Section 19.6 The arbitrator shall have no liability to any Party to the arbitration by reason of the arbitrator's participation in any determination made under this Article 19, and each of the Parties to the arbitration shall indemnify the arbitrator against any and all Claims and Liabilities and Expenses asserted against the arbitrator by reason of such arbitrator's participation in any such determination.

Section 19.6 Expenses of Arbitration

19.6.1 Subject to subsection 19.6.2 below, unless otherwise determined by the arbitrator, whose determination shall be binding and conclusive upon all Parties to the arbitration, the expenses of arbitration shall be shared equally by said Parties, and each of said Parties shall be responsible for the fees and expenses of its own attorneys and other representatives and witnesses.

19.6.2 Notwithstanding anything contained in these By-Laws or the Declaration to the contrary, if one Party to the arbitration shall entirely prevail in the determination and award in the

arbitration, then the losing Party in such arbitration shall reimburse said prevailing Party for all Costs and Expenses paid or incurred in connection with the arbitration, including the fees and expenses of its attorneys and witnesses, together with per diem interest thereon at the rate equal to the lower of 16% a year or the highest legal rate, computed from the date incurred to the date reimbursement is received.

Section 19.7 **Limitation on Power of Arbitrator(s)**

The arbitrator(s) shall apply the Law of the State of New York without regard to principles of conflict of Laws and shall have no power to vary or modify any of the provisions of the Declaration or these By-Laws, and the powers and jurisdiction of the arbitrator(s) are hereby limited accordingly.

Section 19.8 **Payment of Undisputed Sums**

To the extent any Dispute concerns liability for, or payment of, Common Expenses allocated, apportioned and assessed to a Unit, the Owner of such Unit shall pay the portion of such Common Expenses levied on it, without prejudice to such Owner's right to contest (by arbitration) the amount in Dispute and (if such Owner's objection is upheld in arbitration) to be reimbursed any overpayment awarded in the arbitration in accordance with Section 9.5.1(l) of the Declaration.

ARTICLE 20

NOTICES

Section 20.1 **General**

20.1.1 How and Where Given

All notices required or desired to be given hereunder, except for a notice of a meeting or a special meeting of Unit Owners under Section 4.4 above, shall be sent by hand delivery or overnight courier by a recognized national courier (with receipt of delivery) or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) (in the case of a notice to the Condominium Board) to:

The Board of Managers of
141 Fifth Avenue Condominium
141 Fifth Avenue
New York, New York 10010
Attention: President

with a copy sent simultaneously and in like or speedier manner to the Sponsor at its address given below (for so long as Sponsor owns a Unit) and to the then Managing Agent of the Building (if any);

(b) (in the case of a notice to a Unit Owner other than Sponsor) to the Unit Owner at the address of the Building;

(c) (in the case of a notice to Sponsor as Owner of an Unsold Unit or a Commercial Unit, or otherwise) to:

As to Sponsor:

141 Acquisition Associates LLC
c/o Savanna Partners
10 East 53rd Street
New York, New York 10022
Attn: Nicholas Bienstock

with a copy to:

Jeffrey M. Schwartz, Esq.
Wolf Haldenstein Adler Freeman
& Herz LLP
270 Madison Avenue
New York, New York 10016

As to Commercial Unit Owner:

141 Fifth Avenue LLC
c/o Wharton Realty
20 East 46th Street, Suite 1200
New York, New York 10017
Attn: Jeff Sutton

with copies to:

Alan Kazlow, Esq.
Seyfarth Shaw LLP
1270 Avenue of the Americas
New York, New York 10020

and

S.L. Green LLC
420 Lexington Avenue
New York, New York 10170
Attn: President and General Counsel

20.1.2 Changes in Address

Each Party may substitute a different address or add an address by sending written notice of the change to the other Parties (i.e., the Condominium Board, Unit Owners, Permitted Mortgagees and Registered Tenants, as appropriate).

20.1.3 Date Effective and Notice Period

Unless otherwise expressly provided elsewhere in the Declaration or these By-Laws, each notice shall be effective only if and when given or sent as provided in subsection 20.1.1 above. Any specified period of time following the giving or sending of a notice shall begin on the day delivered by hand (unless it is not a business day or is actually received after business hours, in which case the period shall begin on the next business day), or the next business day after being sent by overnight courier or the second business day after being deposited in a post office or mail depository maintained by the United States Postal Service. Notices mailed from outside the United States or notices of a change of address or an additional address shall not be considered effective until actually received.

20.1.4 Refusal or Failure to Accept

A refusal or failure to accept a notice shall be deemed receipt of the notice and will not affect the effectiveness, validity or enforceability of the notice, nor excuse or justify delaying the performance of any duties.

Section 20.2 **Waiver of Service of Notice**

Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 21

FURTHER ASSURANCES

Section 21.1 **Provisions of Declaration Apply and Govern**

The provisions of Article 20 of the Declaration are applicable to, and govern, the terms, restrictions and requirements to be followed by the Condominium Board, each Unit Owner and all Persons who, or whose interests in the Property or a Unit, are subject to the Declaration, in connection with the cooperation by the aforementioned with each other in order to effectuate the purposes and provisions of the Condominium Documents, including the giving of Assurances, instruments and the limited power of attorney set forth respectively in Sections 20.4, 20.5 and 20.6 of the Declaration.

ARTICLE 22

AMENDMENTS TO BY-LAWS

Section 22.1 **Provisions of Declaration Apply and Govern**

The provisions of Article 22 of the Declaration are applicable to, and govern, the terms, restrictions, requirements, approvals and consents to be followed or obtained to amend these By-Laws.

ARTICLE 23

TERMINATION OF CONDOMINIUM

Section 23.1 **Provisions of Declaration Apply and Govern**

The provisions of Article 19 of the Declaration are applicable to, and govern, the terms, restrictions, requirements, approvals and consents to be followed or obtained to terminate condominium ownership of the Property. Accordingly, condominium ownership of the Property shall continue until the occurrence of any of the Condominium Termination Events, as defined and provided in Section 19.1 of the Declaration.

ARTICLE 24

GENERAL

Section 24.1 **Inspection of Documents**

Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as each of the same may be amended from time to time, shall be maintained at the office of the Condominium Board or its Managing Agent (if any) and shall be available for inspection by Unit Owners and their authorized representatives and agents in accordance with the provisions of subsection 14.7.3 above.

Section 24.2 **Changes and Waiver**

The provisions of Article 26 of the Declaration, as hereby modified to change all references therein to "this Declaration" (or similar words) to read instead "these By-Laws (including the Rules and Regulations annexed hereto)" or similar words, shall apply and govern with respect to changes and waivers of provisions of these By-Laws (including the Rules and Regulations annexed hereto).

Section 24.3 **Conflicts**

These By-Laws are intended to be consistent with, and to complement and supplement, the Declaration, and (with respect only to Residential Unit Owners, but not the Commercial Unit Owners) are also intended to be consistent with the Plan for the Property and all Amendments thereto filed prior to the First Closing of a Residential Unit, as well as the Condominium Act and all other applicable Laws. In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration, or (with respect only to Residential Unit Owners, but not the Commercial Unit Owners) the Plan or any said Amendment thereto, the Condominium Act or other applicable Law, the provision contained in the Declaration, or (with respect only to Residential Unit Owners, but not the Commercial Unit Owners) the Plan and said Amendments thereto, the Condominium Act or other applicable Law, as the case may be, shall control, it being intended and agreed that the Commercial Unit Owners and the Commercial Units are not and shall not be, subject to, or bound by, the Plan or any Amendments thereto.

Section 24.4 **Severability**

If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall be valid and enforced to the fullest extent permitted by Law, except as otherwise provided herein.

Section 24.5 **Successors and Assigns**

24.5.1 General

Subject and subordinate to Article 28 of the Declaration, the powers and/or duties of, and limitations imposed on, a Unit Owner as set forth in these By-Laws and the Declaration, shall inure to the benefit of, and shall be binding upon, such Owner's heirs, distributees, executors, administrators, legal representatives, successors and assigns.

24.5.2 Permitted First Mortgage Exception

Notwithstanding the foregoing, any Permitted First Mortgagee of a Unit or a purchaser at a foreclosure sale of a Permitted First Mortgage who succeeds to the interest of a Unit Owner, shall be responsible for only those duties of such Unit Owner accruing from and after the effective date of succession to title to such Unit and shall not be liable for any previously unpaid or past due Common Charges or Special Assessments accruing prior to the effective date that such successor succeeds to title.

24.5.3 Sponsor's/Commercial Owners' Rights

The Sponsor's/Commercial Owners' Rights under the Condominium Documents, the Plan, and the limitations, restrictions and requirements thereunder in connection therewith or otherwise applicable thereto, shall inure to and be binding upon a "Designee", an "Involuntary Transferee" and a "Successor in Interest", all as defined and more particularly provided in Article 28, Section 28.1 of the Declaration.

Section 24.6 **Table of Contents and Headings**

The Table of Contents and the Article, Section and subsection headings in these By-Laws are for convenience and reference only and do not, and shall not be construed to, affect the scope, meaning or interpretation of any provision of these By-Laws.

Section 24.7 **References**

The words "Article", "Section", "subsection", "provision", "paragraph" and "clause" or similar words refer to an Article, Section, subsection, provision, paragraph and clause of these By-Laws, unless otherwise expressly stated. Similarly, the words "hereof", "herein", "above", "below" and similar terms mean these By-Laws.

Section 24.8 **Grammar**

Any word or term in these By-Laws that is: used in the singular, shall include the plural and vice versa; or used in any gender shall include any other gender; or used in any tense (past, present or future), shall include any other tense, whenever required by the sense of these By-Laws and not contrary to the express context.

Section 24.9 **Insurance Trustee**

The Insurance Trustee shall be appointed by the Condominium Board and the fees and disbursements of any Insurance Trustee shall be paid by the Condominium Board as a Common Expense, which shall be specially allocated and assessed to only those Unit Owners on whose benefit the trust funds are held by the Insurance Trustee and apportioned among all such Unit Owners in the same proportion as said trust funds are held for the benefit of their respective accounts. The Insurance Trustee shall hold all proceeds as trust funds until paid over or applied as provided in the Declaration and these By-Laws.

Section 24.10 **Approvals or Consents**

Wherever in the Declaration or these By-Laws provision is made for any required Discretionary or Reasonable Approval or Consent of the Condominium Board, such approval or consent shall be sufficient and effective only if given in writing by the Board, or the Residential Board Members or the Commercial Board Member on behalf of the Board (as applicable and as provided in these By-Laws or the Declaration), prior to implementing the transaction for which approval or consent is required or requested, and the approval or consent of the Unit Owners shall not be required, unless otherwise expressly provided in the Declaration or these By-Laws.

Section 24.11 **Incorporation of Declaration**

All provisions of the Declaration referred to in these By-Laws are hereby incorporated herein with the same force and effect as though set forth at length.

END OF BY-LAWS
The Rules and Regulations of 141 Fifth Avenue Condominium
start on the next page and are part of these By-Laws.

RULES AND REGULATIONS OF 141 FIFTH AVENUE CONDOMINIUM

[Addendum to, and forming a part of, the By-Laws of such Condominium.]

1. No Unit Owner shall allow or suffer anything whatever to fall from the windows or Balcony or Terrace of its Unit or sweep or throw from the Unit or Balcony or Terrace any dirt or other substance on or into any of the Common Elements (except for the use of waste lines in the manner for which intended and not prohibited under the Declaration and the By-Laws) or on to any yard, court or alley adjacent to the Building or the Immediately Adjacent Sidewalks to the Property.

2. No Unit Owner shall place a load upon any floor of its Unit (including any Balcony or Terrace) exceeding the floor load per square foot area that it was designed to carry and that is allowed by applicable Law. All Equipment (including treadmills, clothes washers and objects that generate noise or vibration) shall be placed and maintained by each Unit Owner, at its sole Cost and Expense, in settings sufficient to absorb and prevent vibration and unreasonable noise and annoyance.

3. No Unit Owner shall Alter, damage, impair, destroy or otherwise adversely and materially affect the Common Elements or (if established) the Individual Limited Common Element appurtenant another Unit without obtaining the express prior written Discretionary Approval or Consent of the Condominium Board or the Owner of such other Unit, respectively, except as expressly permitted herein or in the Declaration or the By-Laws. A Unit Owner shall give the Condominium Board or another Unit Owner prompt notice of any Repairs that are needed in or to the Common Elements or (if established) the Individual Limited Common Elements appurtenant such other Owner's Unit, respectively, after such Unit Owner has actual notice thereof.

4. Water closets, sinks and other plumbing apparatus in the Building shall not be used for any purpose other than those for which they were designed or constructed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water closets, sinks or other apparatus in a Unit shall be promptly Repaired and paid for by the Owner of such Unit.

5. Each Sold Unit Owner shall submit for inspection by the Condominium Board any business permits or licenses required for the lawful conduct of any business permitted to be carried on in such Owner's Sold Unit. This paragraph is not applicable to the Unsold Units or the Commercial Units.

6. Any amounts assessed as a Common Expense against a Unit in addition to the regular monthly Common Charges due and payable as provided in the By-Laws shall be paid to the Condominium Board upon demand or if not demanded, then with the next monthly payment of Common Charges due and payable as provided in the By-Laws.

7. No servant or employee of the Condominium Board shall be sent out of the Building by any Unit Owner at any time for any purpose.

8. Complaints by a Unit Owner regarding services or Operation of the Building shall be made in writing to the Condominium Board or its Managing Agent (if any).

9. The fiscal year of the Condominium Association shall be a calendar year beginning on the first day of January or such other fiscal year as the Condominium Board may establish from time to time.

10. No vehicle belonging to an Owner, tenant or occupant of a Unit or to Agents, Employees or Contractors of such Owner, tenant or occupant, shall be parked in such manner as to impede or prevent ready access to or from any entrance or exit to or from another Unit or the Building.

11. A Unit Owner may apply to the Condominium Board for a temporary waiver of one or more of the Rules and Regulations. Such temporary waiver may be granted by the Board in its sole discretion, for good cause shown.

12. At the discretion of the Condominium Board, any consent or approval given under these Rules and Regulations may be made conditional and may also be amended at any time. However, if expressly provided herein or elsewhere in the Condominium Documents that the Reasonable Approval or Consent is required, then such approval or consent may not be unreasonably conditioned, delayed, withheld or denied.

13. Subject to Sponsor's/Commercial Owners' Rights, the Immediately Adjacent Sidewalks to the Property, the public or common areas of the Common Elements (including a Unit entrance and the common or public passageways, halls, vestibules, corridors and egress stairs) shall not be obstructed or encumbered by refuse or otherwise used for any purpose other than in connection with temporary loading or unloading of cartons, furniture, Equipment, materials, supplies and other items, or for ingress to and egress from the Units or (as to the Immediately Adjacent Sidewalks to a Commercial Unit, including its entrance) the Use and Enjoyment of such Commercial Unit.

14. No velocipedes, bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, vestibules, passageways, egress stairs or other public areas of the Building.

15. All service and delivery persons going to or from Residential Units will be required to use the entrance of the Building designated by the Condominium Board for such purposes.

16. Furniture, furnishings, cartons, trunks, heavy baggage and other heavy or bulky personal property of Owners, tenants or occupants of Residential Units shall be taken in or out of the Building only through the entrance and exit as designated by the Condominium Board or the Managing Agent for such purpose. The Board shall determine the days and hours for such deliveries or removal through the 141 Fifth Avenue Public Areas, subject and subordinate to the rights of Sponsor to make all such determinations with respect to the tenants and occupants of its Unsold Residential Units.

17. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored by a Unit Owner in any of the public vestibules, halls or on any of the egress stairs, or their landings, of the Building, nor shall any egress stairs or fire egress thereof be obstructed in any manner.

18. Any storage space in the Residential Common Elements shall be used only for the storage of such Equipment, supplies, material and other articles, and for such other purposes, allowed by Law, as the Condominium Board, in its sole discretion, may determine. The foregoing is not applicable to the Licensed Storage Bins, which may be used for any and all items of non-combustible material or material that does not burn rapidly in accordance and compliance with the Law and the Storage Bin License Agreement. Supervision, management and control of the moving in, storing and removal of, an Owner's property from such storage space in the Residential Common Elements is vested in the Condominium Board. The use of storage space and Storage Bins shall be at the sole risk of the respective Owners or other person using the same, and the Condominium Board, its agents, and the Managing Agent shall not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Condominium Board, its agents, the Managing Agent, or otherwise.

19. Each Unit Owner shall comply with all applicable Laws (including municipal, state and federal laws and the regulations, codes and other requirements of Governmental Authorities having jurisdiction, collectively called "**Environmental Laws**") regarding the disposal by a Unit Owner or the tenants or occupants of an Owner's Unit of trash, refuse or garbage (collectively called "**Trash**"). In furtherance thereof, each Residential Unit Owner shall comply with all Environmental Laws requiring Trash to be separated into "recyclable" and "non-recyclable" materials. The Condominium Board may

designate from time to time types of materials which must be separated for recycling, the types of containers or binding to be used by the Residential Unit Owners for disposal of designated recyclable or non-recyclable materials and the locations where recyclable or non-recyclable materials shall be deposited. Each Residential Unit Owner shall comply with all other rules and regulations the Condominium Board may establish from time to time for disposal and recycling of Trash. Any Costs and Expenses incurred by the Condominium Board as a result of a Residential Unit Owner's violation of this rule or the enforcement of this rule against such Residential Unit Owner (including, legal fees and disbursements, litigation expenses and fines and penalties imposed on the Condominium Board by any Governmental Authority having jurisdiction) shall be payable, promptly following demand, by said Residential Unit Owner as part of the Owner's Common Charges. Notwithstanding the foregoing, Sponsor or other Unsold Unit Owner shall not be obligated to reimburse the Condominium Board for any Costs and Expenses incurred by the Board as a result of a violation of this rule by a tenant or occupant of an Unsold Unit or the enforcement of this rule against Sponsor or other Unsold Unit Owners by reason of said violation.

20. There shall be no playing or lounging in the 141 Fifth Avenue Public Areas, egress stairs or other public spaces, except in recreational areas or other areas (if any) designated as such in the Declaration or by the Condominium Board.

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

22. Nothing shall be done or kept in any Residential Unit or on any Balcony or Terrace, or in or on the Common Elements that increases or would with reasonable likelihood increase the rate of insurance of the Building, or the contents thereof, without obtaining the prior written Discretionary Approval or Consent of the Condominium Board, unless (in the case of a Residential Unit or its appurtenant Balcony or Terrace) the Owner of such Residential Unit pays the increase in premium caused by such rate increase. No Residential Unit Owner shall permit or suffer anything to be done or kept in any Residential Unit or on any Balcony or Terrace, or in or on the Common Elements, that would with reasonable likelihood result in the cancellation, or results in a notice of cancellation, of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Owner or tenant of a Sold Residential Unit or such Owner's or tenant's family members, agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in such Owner's or tenant's Sold Residential Unit or its Balcony or Terrace any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or its Balcony or Terrace (this provision is not applicable to the Unsold Units or the Commercial Units).

23. There shall be no barbecuing in or on the Residential Units, Balconies, Terraces or Common Elements.

24. Any plantings permitted to be installed on a Balcony or Terrace shall be contained in removable boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two (2) inches from the Balcony or Terrace surface, and if adjoining a wall, at least three (3) inches from such wall. The wood boxes shall have suitable weep holes to draw off water and only light weight soil shall be used. No trees taller than (8) feet on a Balcony or twelve (12) feet on a Terrace shall be allowed. The applicable Owner of a Residential Unit, at such Owner's sole Cost and Expense, shall: (a) Maintain all planting and tree containers in clean, good and sanitary condition, and all weep holes and drainage tiles in good Operating condition, all in accordance with the Building's Maintenance Standard; and (b) properly prune all plantings and trees so as to prevent them from climbing or hanging over the railings, parapets or other Balcony Structures or Roof Structures or otherwise outside the borders of the Balcony or Terrace. A Balcony or Terrace shall not be enclosed, painted, furnished with furniture

or horticulture or otherwise Decorated or Altered, and no Balcony/Terrace Objects shall be constructed, installed or placed thereon or therein, without obtaining the prior written Discretionary Approvals or Consents in each instance of both the Condominium Board and Sponsor (during only the Sponsor Veto Control Period and until the issuance of a permanent Certificate of Occupancy of the Building). The Owner of a Residential Unit to which a Terrace is appurtenant shall be liable for any loss or damage to the Roof, the Roof Structures and other portions of the Building caused by any Terrace Objects placed on such Terrace or any violation of the foregoing requirements and obligations. The Condominium Board shall have the right and power, upon giving notice and an opportunity to cure, or without notice under certain circumstances, to enter upon Balcony or Terrace and summarily abate, remove and cure the violation (including removal of any Balcony/Terrace Objects not in compliance with this Rule and Regulation) at the Cost and Expense of the Owner of such Unit, without being guilty or liable in any manner of trespass or otherwise, as provided in Article 17 of the By-Laws. All Costs and Expenses incurred by the Board in connection with such violation and to collect same shall constitute additional Common Charges of such Unit as provided in Section 17.2 of the By-Laws. The Condominium Board and its agents (including the Managing Agent) and employees (including the superintendent) shall have the right, upon reasonable notice and at reasonable times, to inspect a Balcony or Terrace to assure compliance with this Rule and Regulation and to access a Balcony or Terrace to enforce compliance with the foregoing.

25. No Sold Residential Unit Owner shall make, cause, or permit or suffer any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from such Owner's Unit (including its Balcony or Terrace, if any) or (if established) its appurtenant Individual Limited Common Element or permit or suffer anything to be done therein that will unreasonably interfere with the rights, comforts, or conveniences of the Owners, tenants or occupants of other Residential Units. No Owner, tenant or occupant of a Sold Residential Unit shall play, permit or suffer to be played any musical instrument, or shall operate, permit or suffer to be operated a phonograph, sound system, radio, television set, or other loudspeaker device in such Owner's Unit (including its Balcony or Terrace, if any) between midnight 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 Owner, tenant or occupant of a Sold Residential Unit practice, permit 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 Sold Residential Unit or on its Balcony or Terrace or (if established) its appurtenant Individual Limited Common Element except on business days 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. This paragraph is not applicable to the Unsold Units or the Commercial Units.

26. No bird, reptile or other animal shall be permitted, raised, bred, kept, or harbored in Sold Residential Units, other than domestic dogs and domestic cats (not to exceed four (4) in the aggregate), unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Condominium Board or the Managing Agent, in its sole discretion. No Sold Residential Unit shall be used for the breeding of animals or pets for commercial purposes. No dangerous or poisonous reptiles, insects or other animals shall be kept in any Sold Residential Unit. No pigeons or other birds or animals shall be fed by Owners, tenants or occupants of Sold Residential Units from a Unit's windows, Balcony or Terrace, or from public portions of the Building, or on any yards, courts, alleys, sidewalks or streets adjacent to the Building. This paragraph is not applicable to the Unsold Units or the Commercial Units.

27. No group tour or exhibition of any Sold Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Sold Residential Unit, without obtaining the prior written Discretionary Approval or Consent of the Condominium Board or the Managing Agent in each instance. This paragraph is not applicable to the Unsold Units or the Commercial Units.

28. No clients or other invitees of Sold Residential Units shall be permitted to wait in any lobby, public hallway or vestibule of the Building. This paragraph is not applicable to the Unsold Units or the Commercial Units.

29. Unless expressly authorized by the Condominium Board in each instance, not less than eighty (80%) percent of the floor area of each Sold Residential Unit (excepting only the kitchen, pantry (if any), bathroom(s), powder room and closets) must be covered with rugs, carpeting or equally effective noise reducing material. This paragraph is not applicable to the Unsold Units or the Commercial Units.

30. No window guards or other window or glass curtain wall window Decorations shall be used in or about any Sold Residential Unit, except such as shall have been Reasonably Approved or Consented to in writing by the Condominium Board or the Managing Agent. Each Residential Unit Owner whose Residential Unit is occupied by a child 10 years old or younger is required to install window guards at such Owner's sole expense. The design and method of installation must be approved in advance by the Condominium Board or the Managing Agent, and Sponsor (during only the Sponsor Veto Control Period and until the issuance of said permanent Certificate of Occupancy of the Building). In no event, however, shall any exterior glass surface of any windows, glass curtain wall windows or skylight of a Sold Residential Unit be colored or painted. This paragraph is not applicable to the Unsold Units or the Commercial Units.

31. No ventilator or air conditioning device shall be installed in any Sold Residential Unit without obtaining the prior written Reasonable Approvals or Consents of the Condominium Board and Sponsor (during only the Sponsor Veto Control Period and until the issuance of said permanent Certificate of Occupancy of the Building), other than ventilating and air conditioning Equipment to be installed pursuant to Sponsor's Plans and Specifications or approved by Sponsor under the Purchase and Sale Agreement for the Unit or an addendum thereto. This paragraph is not applicable to the Unsold Units or the Commercial Units.

32. No Sold Residential Unit Owner shall attach, hang or project any radio or television aerial, antenna or satellite dish to or from the exterior of such Owner's Sold Residential Unit, or the Sold Unit's windows, Balcony or Terrace, or the Building Walls. The foregoing restriction is subject to applicable Law (if any) expressly prohibiting such restriction. No clothes, sheets, rugs, blankets, laundry, or other articles of any kind shall be hung on or out of, or shaken from, a Unit or its appurtenant Balcony or Terrace. This paragraph is not applicable to the Unsold Units or the Commercial Units.

33. No Sign, notice, advertisement, or illumination (including, without limitation, "For Sale", "For Lease", or "For Rent" Signs) shall be inscribed or exposed on or at any window or glass curtain wall window of a Sold Residential Unit or its appurtenant Balcony or Terrace, or other part of the Building, by a Sold Residential Unit Owner except such as are permitted (if any) pursuant to the terms of the Declaration and/or the By-Laws or as to which the prior written Discretionary Approvals or Consents of Sponsor (during only the Sponsor Veto Control Period and until the issuance of said permanent Certificate of Occupancy) and the Condominium Board have been given. Nothing shall be projected from any window or Balcony or Terrace of a Sold Residential Unit without obtaining similar prior written Discretionary Approvals or Consents of Sponsor (during only the Sponsor Veto Control Period and until the issuance of said permanent Certificate of Occupancy) and the Condominium Board. This paragraph is not applicable to the Unsold Units or the Commercial Units.

34. All radio, television, or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the Governmental 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.

35. Each Sold Residential Unit Owner shall keep the Owner's Unit and its appurtenant Balcony or Terrace and (if and as applicable) in a good state of preservation, condition, Repair and cleanliness in accordance with the Building's Maintenance Standard and the terms of the Declaration and By- Laws. This paragraph is not applicable to the Unsold Units or the Commercial Units.

36. The employees and agents of the Condominium Board or the Managing Agent, and any contractor or worker authorized by the Condominium Board or the Managing Agent, may enter any room or area of the Common Elements or Residential Units or a Residential Unit's Balcony or Terrace at any reasonable hour of the day, on at least one (1) calendar day's prior oral or written notice to the Residential Unit Owner, for the purpose of inspecting such Unit, or its Balcony or Terrace, 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, occupancy or Operation of such Unit for its permitted purposes. This paragraph shall not be applicable to the Commercial Units.

37. The Condominium Board or the Building's superintendent or the Managing Agent, upon request, shall be given a pass-key to the entrance door of each Sold Residential Unit by its Owner. If any lock to the entrance door of a Sold Residential Unit is altered or a new lock is installed, the Condominium Board or the Building's superintendent or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Sold Residential Unit Owner is not personally present to open and permit an entry to such Owner's Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and such Unit Owner has not furnished a key to the Condominium Board or the Building's superintendent or the Managing Agent, then the Condominium Board or the Building's superintendent or Managing Agent or their respective agents or employees (but, except in an Emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent), upon giving reasonable advance oral or written notice to such Unit Owner (except no advance notice shall be required in the case of an Emergency) 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). This paragraph is not applicable to the Unsold Units or the Commercial Units.

38. If any key or keys of an Owner or tenant of a Unit, or any family member thereof, or any agent, servant, employee, licensee or visitor of such Owner or tenant, are entrusted by such Person to an employee of the Condominium or to the Building's superintendent or to the Managing Agent, whether for such Person's Unit, vehicle, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or tenant, and neither the Condominium Board (or its agents and employees, including the Managing Agent and its employees) nor other Unit Owners (or their respective Related Parties) shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

39. Owners and tenants of Sold Residential Units and their respective family members, guests, servants, employees, agents, visitors and licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the Roofs of the Building enclosing the Residential Space or the General Common Elements, other than the Terrace appurtenant to a Residential Unit in accordance and compliance with the Declaration, By-Laws, and these Rules and Regulations. This paragraph is not applicable to the Unsold Units or the Commercial Units.

END OF RULES AND REGULATIONS

EXHIBIT "8"

CERTIFICATION OF SPONSOR AND PRINCIPALS

CERTIFICATION OF SPONSOR AND PRINCIPALS

March 19, 2006

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

Re: 141 Fifth Avenue Condominium, 141 Fifth Avenue, New York, New York

The undersigned certify as follows:

We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibilities 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 this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal law.

SPONSOR:

141 ACQUISITION ASSOCIATES LLC, a Delaware limited liability company, Administrative Manager

By: 141 Fifth Avenue Partners LLC, a New York limited liability company, Managing Member

By: 141 Fifth Avenue Manager LLC, a New York limited liability company, Managing Member

By: Savanna 141 Principals LLC, a New York limited liability company

By: _____
Christopher Schlank, manager

SPONSOR'S PRINCIPALS:

141 FIFTH AVENUE PARTNERS LLC

By: 141 Fifth Avenue Manager LLC, Managing Member

By: Savanna 141 Principals LLC, Managing Member

By: _____
Christopher Schlank, Manager

141 FIFTH AVENUE MANAGER LLC

By: Savanna 141 Principals LLC, Managing Member

By: _____
Christopher Schlank, Manager

SAVANNA 141 PRINCIPALS LLC

By: _____
Christopher Schlank, Manager

_____
Nicholas Bienstock

_____
Christopher Schlank

NOTARY FOR: Nicholas Bienstock:

Sworn to before me this
19th day of March, 2007

_____
Notary Public

JEFFREY M. SCHWARTZ
Notary Public, State of New York
No. 02SC4887780
Qualified in Westchester County
Commission Expires March 2, 20 11

NOTARY FOR: Christopher Schlank

Sworn to before me this
19th day of March, 2007

_____
Notary Public

JEFFREY M. SCHWARTZ
Notary Public, State of New York
No. 02SC4887780
Qualified in Westchester County
Commission Expires March 2, 20 11

EXHIBIT "9"

CERTIFICATION OF SPONSOR'S ARCHITECT

CERTIFICATION OF SPONSOR'S ARCHITECT
PURSUANT TO PART 20
OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW
ARTICLE 23-A, AS AMENDED

March 22, 2007

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

Re: Condominium Offering Plan
141 Fifth Avenue
New York, New York (the "Property")

The Sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the renovation of the Property ("Report"). We inspected the Property on November 11, 2005 and examined the building plans and specifications that were prepared by us dated January 19, 2006 and prepared the Report dated March 8, 2006 and updated March 22, 2007, a copy of which is intended to be incorporated into the Offering Plan (the "Plan") so that prospective purchasers may rely on the Report.

We are registered architects licensed in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this Certification. This Certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) Sets forth in narrative form the description and physical condition of the entire Property as it will exist upon completion of renovation, provided that the renovation is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion, affords potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the description of the property as it will exist upon completion of the renovation, provided that the renovation is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of material fact;

(v) does not contain any fraud, deception, concealment or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we:

a. knew the truth;
b. with reasonable effort could have known the truth;
c. made no reasonable effort to ascertain the truth; or
d. did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing the report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

John A. Cetra Architects PC
CETRA/RUDDY INCORPORATED

By: _____
Name: John Cetra
Title: President

Sworn to before me this
22 day of March, 2007

_____
Notary Public:

MATTHEW P. KLEIN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02KL6114204
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES AUG 09, 2008

REGISTERED ARCHITECT
JOHN CETRA
No. 018861-1
UNIVERSITY OF THE STATE OF NEW YORK

EXHIBIT "10"

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

ANDREWS
BUILDING
CORPORATION

666 Broadway
New York, NY 10012
Tel: (212) 529-5688
Fax: (212) 529-7987

CERTIFICATION BY EXPERT OF THE ADEQUACY OF SCHEDULE B PURSUANT TO SECTION 20.4 (d)

March 16, 2007

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

Re: *141 Fifth Avenue*
New York, New York

Dear Sirs:

The Sponsor of the Condominium Offering Plan for the captioned property, has retained this firm to review Schedule B, containing projections of income and expenses of the first year of condominium operation. Our experience in this field includes management of the operation of comparable condominium and cooperative and rental properties in Manhattan for over 19 years. Andrews Building Corporation is a licensed real estate brokerage and management firm actively involved in the management of over 200 cooperative, condominium, and rental properties since 1987.

I 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.

I have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying them with due diligence in order to form a basis for this certification. We have also relied on our experience in managing residential buildings.

I certify that the projections in Schedule B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I certify that the Schedule:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

I further certify that our firm is not owned or controlled by the sponsor, although we do have a contractual arrangement with the Sponsor for the management of the building after the conversion, the terms of which are described in the Offer Plan. I 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 operating. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,
ANDREWS BUILDING CORP.

By: Eugene Andrews, Pres.

Sworn to before me this
16 day of March, 2007

Notary Public

CATHERINE BUSH
Notary Public - State of New York
No. 5015816
Qualified in Kings County
My Comm. Expires Jul. 26, 2009

EXHIBIT "11"

CERTIFICATION OF SPONSOR'S EXPERT

CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY COMMERCIAL UNIT OWNER

ANDREWS
BUILDING
CORPORATION

666 Broadway
New York, NY 10012
Tel: (212) 529-5688
Fax: (212) 529-7987

PART 20: CERTIFICATION BY EXPERT
CONCERNING ADEQUACY OF COMMON CHARGES
PAYABLE BY THE COMMERCIAL UNIT OWNER

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

Re: Condominium Offering Plan
141 Fifth Avenue
New York, New York

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B containing projections of common charges payable by the owners of the commercial unit. Andrews Building Corporation is a licensed real estate broker which has been engaged in the real estate brokerage and management business for over 19 years. During this entire period our firm has been involved in the cooperative/condominium field as an agent for approximately 200 established and newly formed cooperatives/condominiums.

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 listed in Schedule B.

We have prepared Schedule B as it impacts upon the commercial unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience more fully set forth above.

We certify that the projections in Schedule B for the common charges payable by the owners of the commercial unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit for the projected first year of condominium operation, and that the allocation of common charges attributable to commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owner of the commercial unit:

(i) sets forth in detail the projected common charges for the commercial unit for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner of the commercial unit;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor and we have no financial interest in this offering other than our fee for services rendered in connection with the preparation of Schedule B. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges attributable to the commercial unit 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.

Very truly yours,

By: Eugene Andrews
Andrews Building Corporation, President

Sworn to before me this
16 day of March, 2007

Notary Public

CATHERINE BUSH
Notary Public - State of New York
No. 01BU5081616
Qualified in Kings County
My Comm. Expires Jul. 26, 2009

EXHIBIT "12"

ESCROW AGREEMENT

ESCROW AGREEMENT FOR OFFERING PLAN

AGREEMENT made this 15th day of February, 2006, between 141 Acquisition Associates ("SPONSOR"), as sponsor of the Offering Plan (defined below) and Wolf Haldenstein Adler Freeman & Herz LLP ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR is the sponsor of an offering plan for premises known as 141 Fifth Avenue, New York, New York (the "Offering Plan"); and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers or subscribers, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

A ESTABLISHMENT OF THE ESCROW ACCOUNT.

a. ESCROW AGENT has established a master escrow account for the purpose of holding deposits, down payments, advances or payments ("Deposit" or "Deposits") made by purchasers or subscribers ("Purchasers", and individually a "Purchaser") pursuant to the Offering Plan at JP Morgan Chase Bank at its branch located at 60 East 42nd Street, New York, New York 10165 entitled Wolf Haldenstein Adler Freeman & Herz LLP, Escrow Account (the "Master Escrow Account").

b. All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. At such time as ESCROW AGENT receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8 (Certificate of Foreign Status), as applicable, from a Purchaser, the Deposit of such Purchaser will be promptly transferred from the non-interest bearing checking portion of the Master Escrow Account into an individual interest bearing sub-escrow savings account in the name of such Purchaser. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account so that checks may be drawn thereon.

c. Partners or attorneys employed by ESCROW AGENT are the sole signatories on the Master Escrow Account.

d. The Master Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

e. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Contract of Sale (defined below), or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to SPONSOR only in the event Purchaser defaults.

B DEPOSITS INTO THE ESCROW ACCOUNT.

a. All funds received from Purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the Master Escrow Account. All instruments to be deposited into the Master Escrow Account shall be made payable directly to the order of "Wolf Haldenstein Adler Freeman & Herz LLP, as Escrow Agent". Endorsed instruments will not be accepted. Any instrument payable other than as required hereby, and which cannot be deposited into the Master Escrow Account, shall be retumed to the Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

b. Within ten (10) business days after tender of the Deposit submitted with the purchase agreement or subscription agreement ("Contract of Sale"), ESCROW AGENT shall notify the Purchaser of the deposit of such funds in the Master Escrow Account, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the Deposit, the Purchaser may cancel the Contract of Sale and rescind within ninety (90) days after tender of the Deposit, or may apply to the Attomey General for relief. Rescission may not be afforded where proof satisfactory to the Attomey General is submitted establishing that the Deposit was timely deposited in accordance with the Attorney General's regulations and requisite notice was timely mailed to the Purchaser.

C RELEASE OF FUNDS.

a. Consummation of the Offering Plan does not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

b. ESCROW AGENT shall continue to hold the Deposit in escrow until otherwise directed in (a) a writing signed by both Sponsor and Purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or until released pursuant to the regulations of the Attomey General pertaining to release of escrowed funds.

c. SPONSOR shall not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan, or (b) all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

d. In the event SPONSOR and a Purchaser close title under the Contract of Sale, ESCROW AGENT shall be entitled to release the Deposit to SPONSOR without the need for a written agreement from Purchaser.

e. Except as otherwise set forth above, if there is no written agreement between the parties to release the Deposit, ESCROW AGENT shall not pay the funds to SPONSOR until

ESCROW AGENT has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the Deposit may be paid to SPONSOR unless the Purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and ESCROW AGENT has received notice from the Purchaser in accordance with such provisions.

D RECORDKEEPING.

a. ESCROW AGENT shall maintain all records concerning the Master Escrow Account for seven years after release of the funds.

b. Upon the dissolution of ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

c. ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

E GENERAL OBLIGATIONS OF ESCROW AGENT.

a. ESCROW AGENT shall maintain the Master Escrow Account under its direct supervision and control.

b. A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

c. ESCROW AGENT shall not be liable to SPONSOR for any error in judgment, mistake of fact or law or for any act or omission on ESCROW AGENT'S part, including, without limitation, any act or omission which permits a Purchaser to rescind a Contract of Sale, unless taken or suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of ESCROW AGENT.

d. ESCROW AGENT shall be permitted to act as counsel for SPONSOR in any dispute as to the disbursement of the Deposit or any other dispute between SPONSOR and a Purchaser whether or not ESCROW AGENT is in possession of the Deposit and continues to act as ESCROW AGENT.

e. ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

f. ESCROW AGENT may consult with legal counsel selected by it and the opinion of such counsel shall be full and complete authorization and protection to ESCROW AGENT in

respect of any action taken or omitted in good faith by ESCROW AGENT hereunder in accordance with the opinion of such counsel.

F RESPONSIBILITIES OF SPONSOR.

a. SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver all Deposits received by them prior to closing of an individual transaction to a designated attorney who is a member of or employed by ESCROW AGENT within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by ESCROW AGENT from time to time.

b. SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and compliance with the Attorney General's regulations.

c. SPONSOR shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from each Purchaser and deliver such form to ESCROW AGENT together with the Deposit and Contract of Sale.

G TERMINATION OF AGREEMENT.

a. This Agreement shall remain in effect unless and until it is canceled by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign. Such resignation shall take effect on the date set forth in the notice from ESCROW AGENT, except such resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent with respect to Deposits held in the Master Escrow Account on the date of such resignation; or

(c) all shares or units offered by SPONSOR pursuant to the Offering Plan have been sold and no Deposits of Purchasers from SPONSOR remain in the Master Escrow Account.

b. Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1(a) or (b) above, ESCROW AGENT shall deliver any and all funds held by ESCROW AGENT in escrow and any and all contracts or documents maintained by ESCROW AGENT relating to such funds to the new escrow agent.

H SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

I GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

J ESCROW AGENT'S COMPENSATION.

SPONSOR agrees to pay ESCROW AGENT for services rendered by its attorneys and paralegals and expenses incurred by ESCROW AGENT in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposit. SPONSOR shall not be charged with any administrative costs for maintenance of the Master Escrow Account. ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

K SEVERABILITY.

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.

L INDEMNIFICATION.

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself

M ENTIRE AGREEMENT.

This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT: Wolf Haldenstein Adler Freeman & Herz LLP

By: _____

Name: Jeffrey M. Schwartz
Title: Partner

SPONSOR:

141 ACQUISITION ASSOCIATES LLC, Sponsor

By: 141 Fifth Avenue Partners LLC, Managing Member

By: 141 Fifth Avenue manager LLC, Managing Member

By: Savanna 141 Principals LLC, Managing Member

By: _____

Name: Christopher Schlank
Title: Manager

EXHIBIT "13"

FORM W-9

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT "14"

FORM W-8

Form **W-8IMY**
(Rev. February 2006)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:	Instead, use Form:
• A beneficial owner solely claiming foreign status or treaty benefits	W-8BEN
• A hybrid entity claiming treaty benefits on its own behalf	W-8BEN
• A person claiming that income is effectively connected with the conduct of a trade or business in the United States	W-8ECI
• A disregarded entity. Instead, the single foreign owner should use	W-8BEN or W-8ECI
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b)	W-8EXP

Part I Identification of Entity

1 Name of individual or organization that is acting as intermediary

2 Country of incorporation or organization

3 Type of entity—check the appropriate box:

- ☐ Qualified intermediary. Complete Part II.
- ☐ Nonqualified intermediary. Complete Part III.
- ☐ U.S. branch. Complete Part IV.
- ☐ Withholding foreign partnership. Complete Part V.
- ☐ Withholding foreign trust. Complete Part V.
- ☐ Nonwithholding foreign partnership. Complete Part VI.
- ☐ Nonwithholding foreign simple trust. Complete Part VI.
- ☐ Nonwithholding foreign grantor trust. Complete Part VI.

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use P.O. box.**

City or town, state or province. Include postal code where appropriate. | Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate. | Country (do not abbreviate)

6 U.S. taxpayer identification number (if required, see instructions) ▶
☐ SSN or ITIN ☐ EIN ☐ QI-EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Qualified Intermediary

9a ☐ (All qualified intermediaries check here) I certify that the entity identified in Part I:

- Is a qualified intermediary and is not acting for its own account with respect to the account(s) identified on line 8 or in a withholding statement associated with this form **and**
- Has provided or will provide a withholding statement, as required.

b ☐ (If applicable) I certify that the entity identified in Part I has assumed primary withholding responsibility under Chapter 3 of the Code with respect to the account(s) identified on this line 9b or in a withholding statement associated with this form ▶ .....

c ☐ (If applicable) I certify that the entity identified in Part I has assumed primary Form 1099 reporting and backup withholding responsibility as authorized in its withholding agreement with the IRS with respect to the account(s) identified on this line 9c or in a withholding statement associated with this form ▶ .....

Part III Nonqualified Intermediary

10a ☐ (All nonqualified intermediaries check here) I certify that the entity identified in Part I is not a qualified intermediary and is not acting for its own account.

b ☐ (If applicable) I certify that the entity identified in Part I is using this form to transmit withholding certificates and/or other documentary evidence and has provided or will provide a withholding statement, as required.

Part IV Certain United States Branches

Note: *You may use this Part if the entity identified in Part I is a U.S. branch of a foreign bank or insurance company and is subject to certain regulatory requirements (see instructions).*

11 ☐ I certify that the entity identified in Part I is a U.S. branch and that the payments are not effectively connected with the conduct of a trade or business in the United States.

Check box 12 or box 13, whichever applies:

12 ☐ I certify that the entity identified in Part I is using this form as evidence of its agreement with the withholding agent to be treated as a U.S. person with respect to any payments associated with this certificate.

13 ☐ I certify that the entity identified in Part I:

- Is using this form to transmit withholding certificates or other documentary evidence for the persons for whom the branch receives a payment **and**
- Has provided or will provide a withholding statement, as required.

Part V Withholding Foreign Partnership or Withholding Foreign Trust

14 ☐ I certify that the entity identified in Part I:

- Is a withholding foreign partnership or a withhholding foreign trust **and**
- Has provided or will provide a withholding statement, as required.

Part VI Nonwithholding Foreign Partnership, Simple Trust, or Grantor Trust

15 ☐ I certify that the entity identified in Part I:

- Is a nonwithholding foreign partnership, a nonwithholding foreign simple trust, or a nonwithholding foreign grantor trust and that the payments to which this certificate relates are not effectively connected, or are not treated as effectively connected, with the conduct of a trade or business in the United States **and**
- Is using this form to transmit withholding certificates and/or other documentary evidence and has provided or will provide a withholding statement, as required.

Part VII Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income for which I am providing this form or any withholding agent that can disburse or make payments of the income for which I am providing this form.

Sign Here ▶ ..... Signature of authorized official ..... Date (MM-DD-YYYY)

Form **W-8EXP**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding

(For use by foreign governments, international organizations, foreign central banks of issue, foreign tax-exempt organizations, foreign private foundations, and governments of U.S. possessions.)

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:	Instead, use Form:
• Any foreign government or other foreign organization that is not claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b)	W-8BEN or W-8ECI
• A beneficial owner solely claiming foreign status or treaty benefits	W-8BEN
• A foreign partnership or a foreign trust	W-8BEN or W-8IMY
• A person claimimg that income is effectively connected with the conduct of a trade or business in the United States	W-8ECI
• A person acting as an intermediary	W-8IMY

Part I Identification of Beneficial Owner (See instructions before completing this part.)

1 Name of organization

2 Country of incorporation or organization

3 Type of entity
☐ Foreign government ☐ International organization ☐ Foreign central bank of issue (not wholly owned by the foreign sovereign) ☐ Foreign tax-exempt organization
☐ Government of a U.S. possession ☐ Foreign private foundation

4 Permanent address (street, apt. or suite no., or rural route). **Do not use a P.O. box.**

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal or ZIP code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions)

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Qualification Statement

9 For a foreign government:

a ☐ I certify that the entity identified in Part I is a foreign government within the meaning of section 892 and the payments are within the scope of the exemption granted by section 892.

Check box 9b or box 9c, whichever applies:

b ☐ The entity identified in Part I is an integral part of the government of .....

c ☐ The entity identified in Part I is a controlled entity of the government of .....

10 For an international organization:

☐ I certify that:

- The entity identified in Part I is an international organization within the meaning of section 7701(a)(18) **and**
- The payments are within the scope of the exemption granted by section 892.

11 For a foreign central bank of issue (not wholly owned by the foreign sovereign):

☐ I certify that:

- The entity identified in Part I is a foreign central bank of issue,
- The entity identified in Part I does not hold obligations or bank deposits to which this form relates for use in connection with the conduct of a commercial banking function or other commercial activity, **and**
- The payments are within the scope of the exemption granted by section 895.

(Part II and required certification continued on page 2)

Part II Qualification Statement *(continued)*

12 For a foreign tax-exempt organization, including foreign private foundations:

If any of the income to which this certification relates constitutes income includible under section 512 in computing the entity's unrelated business taxable income, attach a statement identifying the amounts.

Check either box 12a or box 12b:

a ☐ I certify that the entity identified in Part I has been issued a determination letter by the IRS dated ..... that is currently in effect and that concludes that it is an exempt organization described in section 501(c).

b ☐ I have attached to this form an opinion from U.S. counsel concluding that the entity identified in Part I is described in section 501(c).

For section 501(c)(3) organizations only, check either box 12c or box 12d:

c ☐ If the determination letter or opinion of counsel concludes that the entity identified in Part I is described in section 501(c)(3), I certify that the organization is not a private foundation described in section 509. I have attached an affidavit of the organization setting forth sufficient facts for the IRS to determine that the organization is not a private foundation because it meets one of the exceptions described in section 509(a)(1), (2), (3), or (4).

d ☐ If the determination letter or opinion of counsel concludes that the entity identified in Part I is described in section 501(c)(3), I certify that the organization is a private foundation described in section 509.

13 For a government of a U.S. possession:

☐ I certify that the entity identified in Part I is a government of a possession of the United States, or is a political subdivision thereof, and is claiming the exemption granted by section 115(2).

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- The organization for which I am signing is the beneficial owner of the income to which this form relates,
- The beneficial owner is not a U.S. person,
- For a beneficial owner that is a controlled entity of a foreign sovereign (other than a central bank of issue wholly owned by a foreign sovereign), the beneficial owner is not engaged in commercial activities within or outside the United States, **and**
- For a beneficial owner that is a central bank of issue wholly owned by a foreign sovereign, the beneficial owner is not engaged in commercial activities within the United States.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ....

Signature of authorized official | Date (MM-DD-YYYY) | Capacity in which acting

Form **W-8ECI**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Note: *Persons submitting this form must file an annual U.S. income tax return to report income claimed to be effectively connected with a U.S. trade or business (see instructions).*

Do not use this form for:	**Instead, use Form:**
• A beneficial owner solely claiming foreign status or treaty benefits	W-8BEN
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b)	W-8EXP

Note: *These entities should use Form W-8ECI if they received effectively connected income (e.g., income from commercial activities).*

• A foreign partnership or a foreign trust (unless claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States)	W-8BEN or W-8IMY
• A person acting as an intermediary	W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of entity (check the appropriate box):
☐ Individual ☐ Corporation ☐ Disregarded entity
☐ Partnership ☐ Simple trust ☐ Complex trust ☐ Estate
☐ Government ☐ Grantor trust ☐ Central bank of issue ☐ Tax-exempt organization
☐ Private foundation ☐ International organization

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box.**

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Business address in the United States (street, apt. or suite no., or rural route). **Do not use a P.O. box.**

City or town, state, and ZIP code

6 U.S. taxpayer identification number (required—see instructions)
☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

9 Specify each item of income that is, or is expected to be, received from the payer that is effectively connected with the conduct of a trade or business in the United States (attach statement if necessary) .....

Part II Certification

Sign Here

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or I am authorized to sign for the beneficial owner) of all the income to which this form relates,
- The amounts for which this certification is provided are effectively connected with the conduct of a trade or business in the United States and are includible in my gross income (or the beneficial owner's gross income) for the taxable year, **and**
- The beneficial owner is not a U.S. person.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Signature of beneficial owner (or individual authorized to sign for the beneficial owner) | Date (MM-DD-YYYY) | Capacity in which acting

Form **W-8BEN**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for: — **Instead, use Form:**

- A U.S. citizen or other U.S. person, including a resident alien individual W-9
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

- A person acting as an intermediary W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization ☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate. | Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate. | Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☐ The beneficial owner is a resident of ..... within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article ..... of the treaty identified on line 9a above to claim a .....% rate of withholding on (specify type of income): .....

Explain the reasons the beneficial owner meets the terms of the treaty article: .....

.....

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates.

2 The beneficial owner is not a U.S. person.

3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and

4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶ ..... Signature of beneficial owner (or individual authorized to sign for beneficial owner) | ..... Date (MM-DD-YYYY) | ..... Capacity in which acting

EXHIBIT "15"

APPLICATION TO THE ATTORNEY GENERAL FOR A DETERMINATION ON THE DISPOSITION OF DOWN PAYMENTS

APPLICATION TO THE ATTORNEY GENERAL FOR A DETERMINATION ON THE DISPOSITION OF DOWN PAYMENTS

(Send this application to the reviewing attorney assigned to the subject plan.)

Re: 141 Fifth Avenue, New York, New York
Address of Building or
Name of Project

File Number:_____

Application is made to the Attorney General to consider and determine the disposition of down payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name
of Applicant _____

2. Address
of Applicant _____

3. Name, Address, and Telephone Number
of Applicant's Attorney (if any) _____

4. This is an application for
[ ] return of down payment.
[ ] forfeiture of down payment.
[ ] other: _____

5. The project is
[ ] a conversion of occupied premises.
[ ] newly constructed or rehabilitated.
[ ] vacant (as is).

6. The project is structured as
[ ] a cooperative.
[ ] a condominium.
[ ] a homeowners association.
[ ] a time share.
[ ] other: _____

7. Name and Address of Sponsor: _____

8. Name and Address of Escrow Agent: _____

_____

9. If down payments are maintained in an escrow account:

(a) Name of account _____

(b) Name and address of bank _____

(c) Account number (if known) _____

(d) Initial interest rate (if known) _____

10. If down payments have been secured by bonds:

(a) Name and address of bond issuer or surety:_____

_____

(b) Copy of bond included in this application.
(DO NOT SEND ORIGINAL BOND.) If not included, explain:

_____

_____

_____

11. If down payments have been secured by a letter of credit:

(a) Name and address of bank which issued the letter of credit:

_____

_____

_____

(b) Date of expiration of the letter of credit, if known:

_____

12. Plan information:

(a) Date of filing of plan: _____

(b) Plan

[ ] has been declared effective. Approximate date:

_____

[ ] has not been declared effective.

(c) If effective, the plan

[ ] has closed or the first unit has closed. Approximate date: _____

[ ] has not closed.

[ ] don't know.

(d) Down payments are secured by

[ ] escrow account.

[ ] bonds.

[ ] letter of credit.

13. Contract information:

(a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)

(b) Date on which subscription or purchase agreement was signed: _____

(c) Date(s) of down payment(s): _____

(d) Total amount of down payment(s): _____

(e) Names and addresses of subscribers or 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 "16"

RESTRICTIVE DECLARATION AND SIDE-LETTER AGREEMENT

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2007031501300001002ED44F

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 70**

Document ID: 2007031501300001 Document Date: 12-01-2006 Preparation Date: 03-15-2007
Document Type: DECLARATION
Document Page Count: 69

PRESENTER:	**RETURN TO:**
GREENBERG TRAURIG, LLP 200 PARK AVENUE NEW YORK, NY 10166 212-801-9200 SEGALJ@GTLAW.COM	GREENBERG TRAURIG, LLP 200 PARK AVENUE NEW YORK, NY 10166 212-801-9200 SEGALJ@GTLAW.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	849	75	Entire Lot		141 5 AVENUE

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN_____ *or* Document ID_____ *or* _____ Year____ Reel ___ Page____ *or* File Number_____

PARTIES

PARTY 1:	
141 ACQUISITION ASSOCIATES LLC 10 EAST 53RD STREET, 37TH FLOOR NEW YORK, NY 10022	

FEES AND TAXES

Mortgage			Filing Fee:	
Mortgage Amount:	$	0.00	$	0.00
Taxable Mortgage Amount:	$	0.00	NYC Real Property Transfer Tax:	
Exemption:			$	0.00
TAXES: County (Basic):	$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	$	0.00	$	0.00
Spec (Additional):	$	0.00		
TASF:	$	0.00		
MTA:	$	0.00		
NYCTA:	$	0.00		
Additional MRT:	$	0.00		
TOTAL:	$	0.00		
Recording Fee:	$	382.00		
Affidavit Fee:	$	0.00		

141 ACQUISITION ASSOCIATES LLC .

DECLARATION

Dated: December 1, 2006
Location: 141 Fifth Avenue
New York County, New York

Block 849 Lot 75

Record & Return to:

Jay A. Segal, Esq.
Greenberg Traurig LLP
200 Park Avenue
New York, New York 10166

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DECLARATION

DECLARATION made as of the 1st day of December, 2006 by **141 ACQUISITION ASSOCIATES LLC**, a New York limited liability corporation having an address at 10 East 53rd Street, 37th Floor, New York, New York (the "Declarant"):

WITNESSETH:

WHEREAS, Declarant is an owner in fee simple of certain real property located in the Borough of Manhattan, City, County and State of New York, which property is designated as Block 849, Lot 75 (the "Zoning Lot") on the Tax Map of the City of New York and by the street address 141 Fifth Avenue and is more particularly described on Exhibit A attached hereto (the "Subject Property") and on which is located a twelve story plus basement building (the "Designated Structure");

WHEREAS, Declarant's ownership interest in the Subject Premises extends only to the portion of the Designated Structure above the level of the second floor; and

WHEREAS, 141 Fifth Avenue LLC, a New York Limited Liability Corporation having an address c/o S.L. Green Realty Corp. 420 Lexington Avenue, New York, New York ("141 5th") is also an owner in fee simple of the Subject Property whose ownership interest extends only to the first and second floors of the Designated Structure, but is not a Declarant under this Declaration and has waived its right to execute the Declaration by waiver attached hereto as Exhibit E; and

WHEREAS Declarant and 141 Fifth Avenue have executed that certain Side Letter Agreement dated as of November, 2006 regarding the responsibilities contained in this Declaration which Side Letter Agreement is attached hereto as Exhibit F; and

WHEREAS, the Zoning Lot is contained entirely within a C6-4M zoning district; and

WHEREAS, Declarant proposes to renovate the Designated Structure; and

WHEREAS, the Subject Property together with the Designated Structure constitutes the Subject Premises (the "Subject Premises"), more particularly described in Exhibit A attached hereto; and

WHEREAS, Royal Abstract of New York LLC (the "Title Company"), a title company, has certified, in the Certification dated October 3, 2006, which is annexed hereto as Exhibit B and is being recorded simultaneously with this Declaration, that the parties listed therein are the only "parties in interest" (the "Parties in Interest") as that term is defined in the zoning lot definition in Section 12-10 of the Zoning Resolution of the City of New York (the "Zoning Resolution"), to the Subject Premises, copies of which certification is attached hereto as Exhibit B; and

WHEREAS, all Parties in Interest to the Zoning Lot have executed this Declaration or waived their rights to execute this Declaration;

WHEREAS, as of the date hereof, the Title Company has determined there has been no change in the certification attached as Exhibit B and Declarant represents warrants that the Parties in Interest listed in Exhibit B are the only known Parties in Interest in the Zoning Lot as of the date hereof; and

WHEREAS, pursuant to the provisions of Section 3020 of the New York City Charter and Title 25, Chapter 3 of the Administrative Code of the City of New York (the "Landmark Preservation Law"), the Landmarks Preservation Commission (the "LPC") has designated an area which includes the Designated Structure as the Ladies' Mile Historic District ("Historic District"); and

WHEREAS, Declarant at the public hearings on January 24, 2006 and February 14, 2006 requested the LPC issue a report to the City Planning Commission of the City of New York (the "CPC") for an application under Section 15-20 of the Zoning Resolution for an authorization (the "Authorization") to allow: (1) the conversion of portions of the Building above the level of the first floor to residential use; and (2) the relocation of floor area removed from the rear of the Building to create two additional stories (the "Addition"); and

WHEREAS, at a public meeting on February 14, 2006, following the public hearings, the LPC voted to issue the report to the CPC as requested for the Authorization application (the "Application"), and to grant a Certificate of Appropriateness ("C of A"), which allows the alteration of the Designated Structure in the Historic District in accordance with Section 25-307 of the Administrative Code of the City of New York; and

WHEREAS, the C of A was issued on June 5, 2006 and is annexed hereto as Exhibit C; and

WHEREAS, Section 15-20 requires, inter alia, that a program has been established for continuing maintenance (the "Continuing Maintenance Program") that will result in preservation of the Designated Structure by Declarant; and

WHEREAS, Declarant has agreed to certain obligations and restrictions contained in this Declaration for the protection, preservation, repair and maintenance of the Designated Structure; and

WHEREAS, Declarant desires to restrict the manner in which the Subject Premises may be developed, restored, and operated in order to assure the protection, preservation, repair and maintenance of the Designated Structure; and

WHEREAS, Declarant represents warrants that there are no restrictions, liens, obligations, covenants, easements, limitations or encumbrances of any kind, the requirements of which have not been waived or subordinated, which would prevent or preclude, presently or potentially, the imposition of the restrictions, covenants, obligations, easements and agreements of this Declaration;

NOW, THEREFORE, Declarant does hereby declare and agree that the Subject Premises shall be held, sold, transferred, conveyed and occupied subject to the following restrictions, covenants, obligations, easements, and agreements, all of which are for the purpose of protecting the Subject Premises, which shall inure to the benefit of the City of New York,

and which shall run with the Subject Premises and bind Declarant and their heirs, successors and assigns so long as they have a right, title or interest in the Subject Premises or any part thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

1.1 "Application" shall mean the application to the City Planning Commission for the Authorization.

1.2 "Authorization" shall mean the Authorization described on page 2 hereof.

1.3 "Authorization Use" shall mean residential use in the Designated Structure and Addition. Notwithstanding the foregoing, no use shall be deemed an Authorization Use if it is permitted as-of-right within the Subject Premises by the terms of the Zoning Resolution then in effect.

1.4 "Buildings Department" shall mean the New York City Department of Buildings, or any successor to the jurisdiction thereof.

1.5 "Chairperson of the CPC" shall mean the Chairperson of the City Planning Commission of the City of New York or any successor to the jurisdiction thereof.

1.6 "Chairperson of the LPC" shall mean the Chairperson of the Landmarks Preservation Commission of the City of New York or any successor to the jurisdiction thereof.

1.7 "City" shall mean the City of New York.

1.8 "CPC" shall mean the New York City Planning Commission, or any successor to the jurisdiction thereof.

1.9 "Declarant" shall mean the named Declarant and the heirs, successors and assigns of the named Declarant including, without limitation, any owner of a condominium unit within the Designated Structure, except that Declarant shall not be deemed to include (i) a mortgagee of all or any portion of the Subject Property until it succeeds to the interest or obligation of Declarant by purchase, assignment, foreclosure or otherwise, or (ii) 141 Fifth Avenue LLC as fee owner of the first and second floors of the Designated Structure or any portion thereof; or (iii) a tenant of the Subject Premises, unless such tenant holds a lease to all or substantially all of the Subject Premises.

1.10 "DCP" shall mean the New York City Department of City Planning or any successor to the jurisdiction thereof.

1.2 "Designated Structure" shall mean the twelve story structure located on Tax Block 849, Lot 75 in Manhattan, which is a contributing structure in the Historic District.

1.12 "Force Majeure" shall mean: strike, lockout or labor dispute(s); inability to obtain materials or reasonable substitutes therefore unless due to any act or failure to act by Declarant; acts of God; unforeseen governmental restrictions, regulations, omissions or controls; enemy or hostile government actions; civil commotion, insurrection, revolution or sabotage; fire or other casualty; inclement weather of such a nature as to make performance or completion of the Landmark Work not feasible unless due to any act or failure to act by Declarant; any damage to the Subject Premises of such a nature as to make completion of the Landmark Work not feasible; a taking of the Subject Premises, or a portion thereof, by condemnation or eminent domain; failure of a public utility to provide power, heat or light; unusual delay in transportation; material delays by the City, State or United States Government, or any agency or instrumentality thereof, in the performance of any work or processing or approval of any applications required in order to permit Declarant to carry out their obligations pursuant to this Declaration unless due to any act or failure to act by Declarant; denial to Declarant by any owner of an enforceable interest in adjoining real property, including any private fee owner or ground lessee of adjoining real property, or any agency of the City or State having an enforceable interest in adjoining real property, including sidewalk or streets, of a right to access to such adjoining real property, if such access is required to accomplish the obligations of the Declarant pursuant to this Declaration; the pendency of a litigation not initiated by Declarant or similar proceeding which suspends or materially and adversely affects the ability of the Declarant to accomplish the obligations of the Declarant pursuant to this Declaration; or other conditions similar in character to the foregoing which are beyond the control of Declarant. No event shall constitute a Force Majeure unless Declarant comply with the procedures set forth in Sections 2.1 and 6.2 hereof.

1.13 "Landmark Work" shall refer to the restoration work on the Designated Structure as described in the report issued by LPC (the "Report") which is attached hereto as Exhibit D.

1.14 "LPC" shall mean the Landmarks Preservation Commission of New York City or any successor to the jurisdiction thereof.

1.15 "Mortgagees" shall mean the institutional first mortgagee of all or substantially all of the Subject Premises listed in Exhibit B.

1.16 "Party(ies) in Interest" shall mean any party-in-interest listed in Exhibit B and any other party-in-interest to the Subject Premises who has given written notice of its name and address to the CPC and the LPC, provided that CPC and LPC, after giving Declarant an opportunity to comment, conclude that such other alleged party-in-interest meets the requirements for same in Section 12-10 of the Zoning Resolution.

1.17 "Zoning Resolution" shall mean the Zoning Resolution of the City of New York.

ARTICLE II

DEVELOPMENT, PRESERVATION, REPAIR AND MAINTENANCE OF THE SUBJECT PROPERTY

2.0 Declarant covenants and agrees to develop the Subject Property in accordance with the following plans, prepared by Cetra/Ruddy Incorporated, and attached as Exhibit G:

Plan Numbers	Title	Last Revised Date
3	Existing First through Eleventh Floor Plans	March 21, 2006
4	Existing Twelfth through Fourteenth Floor Plans	March 21, 2006
8	Proposed First through Sixth Floors Plans	March 21, 2006
9	Proposed Seventh through Twelfth Floors Plans	March 21, 2006
10	Proposed 13th Floor, 14th Floor and Roof Plans	March 21, 2006

2.1 Certificate of Occupancy. (a) The issuance of the Authorization is premised on, inter alia, the performance of the construction of the following restoration work on the Designated Structure in conformity with the C of A and the requirements thereof (which restoration work shall be referred to as the "Landmark Work"):

1. A new aluminum storefront will be installed at the corner bay. The storefront will be rounded with a central entrance with two swing doors located at the corner, and will be framed by new half-round rusticated limestone columns. Bands of limestone will also be installed on the second-floor pilasters above the corner storefront to recreate their historic rustication. All of the storefronts along Fifth Avenue and East Twenty-first Street will have new metal fascia in the spandrel panels to create a profile similar to the historic condition of the projecting storefronts. The spandrel panels will continue to act as areas for signage. Casts of the existing limestone capitals at the entrance bay on Fifth Avenue will be taken for molds of the new capitals to be installed on all of the pilasters at the base. New granite veneers will be installed at all the bulkheads of these storefronts. Installation will occur over time in coordination with tenants vacating the premises and will be completed within 6 months of each current tenancy's expiration or by March 31, 2008, whichever date is earlier.

2. Install new wood, one-over-one windows where they exist on the Fifth Avenue and East Twenty-first Street elevations on the third through twelfth floors to match the original in configuration and profile.

3. Install new wood one-over-one windows on the second floor to match the original in configuration and profile. Installation will occur over time in coordination with tenants vacating the premises and will be completed within

six months of each current tenancy's expiration or by March 31, 2008. whichever date is earlier.

4. Install new one-over-one aluminum windows in the bays of the rear and side elevations.

5. Prepare and paint wood windows and center mullions based on analysis.

6. Repair the skylights on the eleventh and twelfth stories as necessary.

7. Prepare and paint remaining cast-iron shutter hinges on the secondary elevations.

8. Install new sheet-metal fire shutters on the south elevation to match the historic configuration.

9. Remove the failing, cementitious patch on the fourth floor (the former location of the corner balcony) and replace with a cast stone balcony and wrought iron railing. The balcony will continue the line of the fourth floor cornice and recreate the historic condition.

10. Perform probes at the eighth-story cornice to determine the condition of the terra-cotta masonry underneath the sheet metal. Determine the most appropriate method for removing the sheet metal and repairing the terra-cotta cornice. Undertake paint analysis to determine original and subsequent paint colors and paint composition of cornice. Prepare and paint the cornice based on analysis.

11. Recreate the original profile of the tenth-floor cornice, using the existing original section and install a new cornice to match the original profile. Undertake paint analysis to determine original and subsequent paint colors and paint composition of cornice. Prepare and paint the cornice based on analysis.

12. Recreate the balustrade and finials with galvanized sheet metal at the twelfth-floor cornice to match the historic configuration. Undertake paint analysis to determine original and subsequent paint colors and paint composition of cornice. Prepare and paint the cornice based on analysis.

13. Recreate the standing seam copper roof and dormers at the dome of the cupola to match the historic configuration.

14. Remove cladding from the ornamentation of the cupola. Repair in-kind damaged ornamentation to match the historic configuration and profile.

15. Undertake paint analysis to determine original and subsequent paint colors and paint composition of the cupola. Prepare and paint select areas of failing paint to match the existing in color and profile based on analysis.

16. Install new corrugated sheet metal at the twelfth and eleventh stories. Remove metal cladding from masonry coping. Repair or replace the masonry coping as needed with cast stone coping.

17. Remove all metal embeds from the brick and terra cotta masonry and patch with restoration patching mortar to match existing brick in color, strength, texture and finish.

18. Repair cracked and spalled brick, limestone and terra cotta with restoration patching mortar that match the existing in color, strength, and texture.

19. Replace all significantly spalled brick on the south elevation in kind.

20. Undertake tests to determine the original composition and color of the mortar of the brick, terra cotta and limestone. Rake and repoint select open joints with mortar based on tests. Create true joints in patches/coating at 11th and 12th stories.

21. Determine the structural efficacy of severely cracked limestone sills. Any sill that is replaced will be replaced in kind.

22. Investigate cracks in the terra-cotta and brick masonry joints filled with sealant at Bay 2 on the Fifth Avenue elevation. Repair to be based on investigations of source and activity of cracks. Investigate brick of the columns at Bay 2 and Bay 3 on the East Twenty-first Street elevation. Investigate structural efficacy of brick chimney on the south elevation. Repairs and/or replacement to be based on investigation.

23. Remove non-matching, failing terra-cotta patches and patch the resulting voids with restoration patching mortar that matches the existing in strength, texture, and finish.

24. Clean limestone cornice based on tests to determine the most efficacious method to remove the soiling.

25. Undertake tests to determine the composition of the coatings on the brick and terra-cotta masonry (The brick masonry is painted and the terra cotta is both painted and has a possibly cementitious coating.) Remove sample areas to determine the color and composition of the masonry and joints. The coatings will have to be removed in areas of brick and terra-cotta replacement, patching or repointing prior to work beginning. The finishes of all new masonry, patches, and repointed joints will match the existing finish, the coating.

(b) Written notice that the Declarant is seeking a temporary certificate of occupancy ("TCO") or permanent certificate of occupancy ("PCO") shall be provided to the LPC seven days prior to the Declarant applying for a TCO or PCO.

(i) A TCO may be granted by the Buildings Department and accepted by the Declarant for up to permit an Authorization Use within up to 50% of the residential units, with the exception of any units on the second or third floors, without regard to the status of the Restoration Work. TCOs may be granted to permit an Authorization Use in the remainder of the residential units, with the exception of the units on the second and third floors of the Building, upon receipt of written notice from the Chairperson of the LPC to the Buildings Department that the Restoration Work is substantially complete, with the exception of the second floor window replacements described in Item 3 of Section 2.1(a) hereof, or the Chairperson of the LPC has certified in writing, as provided in Section 2.1(d) hereof, that (a) a Force Majeure has occurred and (b) the Chairperson of the LPC has no objection to the issuance of a TCO for, as appropriate, all or part of the Subject Property.

(ii) TCOs permitting an Authorization Use on the second and third floors of the Building, or a PCOs for any Authorization Use within any unit, shall not be granted by the Buildings Department or accepted by the Declarant until receipt of written notice from the Chairperson of the LPC to the Buildings Department that the Restoration Work is complete or as provided in Section 2.1(d) hereof, that (a) a Force Majeure has occurred and (b) the Chairperson of the LPC has no objection to the issuance of a PCO for, as appropriate, all or part of the Subject Property.

(iii) The Chairperson of the LPC shall issue said notice reasonably promptly after Declarant has made written request to the Chairperson of the LPC and has provided documentation to support such request, and the Chairperson of the LPC shall in all events endeavor to issue such written notice to the Buildings Department, or inform Declarant in writing of the reason for not issuing said notice, within twenty-one (21) calendar days after Declarant has requested such written notice. Upon receipt of the written notice from the Chairperson of the LPC that (i) the Landmark Work has been satisfactorily completed or (ii) the Chairperson of the LPC has certified that a Force Majeure has occurred and that the Chairperson of the LPC has no objection to the issuance of a TCO or PCO, the Buildings Department may grant, and Declarant may accept, a TCO or PCO for the Designated Structure.

(c) Declarant shall permit inspection of the Designated Structure by the Chairperson of the LPC and representatives designated by the Chairperson of the LPC in connection with the notice described in Section 2.1(b) hereof.

(d) (i) Upon application by Declarant, notwithstanding anything contained in any other provision of this Declaration, the Chairperson of the LPC, in the exercise of his or her reasonable judgment, may certify that the performance or completion of the Landmark Work is delayed due to a Force Majeure as provided in paragraph (ii) below.

(ii) In the event that Declarant reasonably believes that full performance of its obligations to complete the Landmark Work has been delayed as a result of a Force Majeure, Declarant shall so notify the Chairperson of the LPC as soon as Declarant learns of such circumstances. Declarant's written notice shall include a description of the condition or event, its cause (if known to Declarant), its probable duration, and in Declarant's reasonable

judgment, the impact it is reasonably anticipated to have on the completion of the Landmark Work. The Chairperson of the LPC shall, within twenty-one (21) calendar days of its receipt of Declarant's written notice, (A) certify in writing that a Force Majeure has occurred, including a determination of the expected duration of such delay (the "Delay Notice"), and grant Declarant appropriate relief for such delay, including certifying in writing to the Buildings Department that the Chairperson of the LPC has no objection to the issuance of a TCO or PCO for, as appropriate, all or part of the Subject Property, or (B) notify Declarant that it does not reasonably believe a Force Majeure has occurred. With respect to any claim that a Force Majeure has delayed the Declarant's performance or completion of the Landmark Work, the LPC may require that Declarant post a bond or other security in a form and amount acceptable to the Chairperson of the LPC in order to ensure that the Landmark Work is completed. Such alternative security could include, without limitation, alternative or additional conditions on the issuance of any PCO or TCO. Any delay caused as the result of a Force Majeure shall be deemed to continue only as long as the Declarant shall be using reasonable efforts to minimize the effects thereof. Upon cessation of the events causing such delay, the Declarant shall promptly recommence the Landmark Work.

(e) Notwithstanding anything else to the contrary contained herein, this Declaration shall not be deemed to prohibit or restrict Declarant from (i) applying for or receiving a TCO or a PCO for any floor area in the Designated Structure which is not to be used for an Authorization Use; (ii) obtaining permits or building notices from the Building's Department to perform work of any sort, including without limitation tenant work for an Authorization use, in the Designated Structure prior to the completion of the Landmark Work; or (iii) entering into agreements affecting all or any portions of the space in the Designated Structure prior to completion of the Landmark Work.

2.2. Preservation, Repair and Maintenance.

Declarant hereby covenants and agrees to preserve, repair and maintain the Designated Structure in sound first-class condition, at its own cost and expense, in accordance with this Declaration, the C of A and the Landmarks Preservation Law. It is understood that certain obligations and duties set forth in this Declaration are above and beyond the requirements of the Landmarks Preservation Law and do not in any way diminish Declarant's obligation and responsibility to comply with all provisions of the Landmarks Preservation Law.

2.3 Continuing Maintenance Program.

Declarant shall comply with the obligations and restrictions of the continuing maintenance program (the "Continuing Maintenance Program") as set forth below:

(i) At Declarant's expense, an inspection (the "Periodic Inspection") shall be made every five years, on or within two weeks of the anniversary of the issuance by the LPC of the Notice of Compliance pursuant to the C of A , and thereafter, shall be made on or within every five years from the date of such initial inspection. In the event that Declarant has accepted a TCO or a PCO that permits an Authorization Use without having first received the Notice of Compliance, the first periodic inspection shall be made on or within the fifth anniversary date of the issuance of such TCO or PCO and every five years thereafter. The

Periodic Inspection shall be done by a preservation architect, engineer or other qualified person knowledgeable about the preservation of historic structures (the "Preservation Architect") selected by Declarant from a list prepared by Declarant and approved by the Chairperson of the LPC as to their credentials, which approval shall not be unreasonably withheld or delayed. Declarant shall update such listing upon the request of the Chairperson of the LPC. In addition, Declarant may periodically supplement the list of Preservation Architects, subject to the approval of the Chairperson of the LPC as to their credentials. The Preservation Architect shall make a thorough inspection of the exterior of the Designated Structure and those portions of the interior, as well as those portions of the mechanical systems that are accessible to and under the control of building management, which, if not properly maintained, could affect the condition of the exterior. The Periodic Inspection shall include (but not be limited to) the following portions of the Designated Structure: all brick, limestone and terra cotta masonry; all wood windows; all wrought-iron features of facades; all sheet metal cornices and domes.

(ii) The Preservation Architect shall, at the expense of Declarant, submit a report on each Periodic Inspection (the "Periodic Report") to Declarant and the LPC within 45 days after each Periodic Inspection. The Periodic Report shall outline the existing conditions of the Designated Structure and detail the work which should be performed in order to maintain the Designated Structure, including all architectural features and elements, in a sound first-class condition, including but not limited to caulking, painting, cleaning, repair of architectural features and elements, checking for rust and repointing of masonry.

(iii) Submission of Local Law 10 & 11 Facade Inspection Report. If the Designated Structure is subject to the Facade Inspection Report requirements of Title 1 RCNY §32-03 et seq., a copy of any such Facade Inspection Report which is submitted to the New York City Department of Buildings, shall also be provided at the same time to the Landmarks Preservation Commission. In the event that the building is found to be unsafe pursuant to such inspection, the Declarant shall notify the Landmarks Preservation Commission simultaneously with the owner and the Department of Buildings, pursuant to Title 1 RCNY §32-03(b)(2)(vii).

(iv) Except as set forth below, Declarant shall perform all work which a Periodic Report, Facade Inspection Report or Emergency Incident Report (as defined below) identifies as necessary to maintain the Designated Structure, including architectural features and elements, in sound first-class condition. No work shall be performed except pursuant to a permit from the LPC if a permit is required under the Landmarks Preservation Law. If the LPC determines that a specific item of work or method of work as set forth in a Periodic Report, Facade Inspection Report or Emergency Incident Report would be inappropriate or inadequate, the determination of the LPC shall control and Declarant need not and shall not have such specific item performed. Declarant shall have the right to contest in a hearing before the LPC any work called for in a Periodic Report or Emergency Incident Report. Declarant's obligation to perform such contested work or to perform it by a method acceptable to the LPC shall be stayed pending a decision in any such proceeding at the LPC. Declarant shall not have such specific work performed or be entitled to have the Designated Structure demolished unless Declarant is obligated to perform such work or demolish the structure in accordance with an "Unsafe Building Notice" issued by the Department of Buildings. Declarant shall proceed with all work which is uncontested during the stay pursuant to a permit.

(v) Unless Declarant has notified the LPC in writing that it contests any work as set forth in the preceding paragraph, Declarant shall apply for all necessary permits or certificates from the LPC within 45 days of receiving the completed report from the Preservation Architect. Declarant shall use its best efforts to assure that all repairs, rehabilitation, repainting and restoration work detailed in the Periodic Report or Emergency Incident Report shall be completed at the earliest possible date, but no later than within nine months of the date of issue of the certificate or permit from the LPC, or, if no such certificate or permit is required, within nine months of the date of the Periodic Report or Emergency Incident Report. If for reasons beyond Declarant's control, as determined by the Chairperson of the LPC, such work cannot be completed within nine months, Declarant shall apply to the LPC for an extension of time within which to complete such work. Such extensions shall be for a stated additional period of time to be related to the period of delay and shall not be unreasonably withheld.

(a) Emergency Protection Program. Declarant shall establish and be prepared to carry out an emergency protection program for the Designated Structure which shall include at the minimum, the following:

(i) If a fire, the elements or any other cause whatsoever damages or destroys the Designated Structure or any part thereof (the "Emergency Incident"), Declarant shall use all reasonable means to save, protect and preserve the Designated Structure at the time of and following the Emergency Incident, including, but not limited to, acting with an approval from the Chairperson of the LPC or his or her designated representatives to stabilize and prevent further damage to or deterioration of the structure, and to secure the Subject Premises from unauthorized access. Declarant shall not remove from the Subject Premises any debris consisting of exterior features of the Designated Structure without an approval from the Chairperson of the LPC or his or her designated representative. Unless necessitated as a safety precaution as ordered by the Departments of Buildings, Health, Fire or Police, or as an action taken in response to a life-threatening situation, the Declarant shall not remove any other debris or otherwise clear the Subject Premises without the approval of the LPC or its Chairperson. Declarant shall not have such specific work performed or be entitled to have the Designated Structure demolished unless Declarant is obligated to perform such work or demolish the structure in accordance with an "Unsafe Building Notice" issued by the Department of Buildings.

(ii) Declarant shall give immediate written notice of such Emergency Incident to the LPC. Declarant shall also give timely notice to the LPC of the time or times when the New York City Departments of Buildings, Health and Fire will inspect the Subject Premises following the Emergency Incident, in order that the LPC may have a representative present during such inspections.

(iii) Within sixty days of such Emergency Incident, a Preservation Architect shall, at the expense of Declarant, make a thorough inspection of the Designated Structure and submit a report (an "Emergency Incident Report") to Declarant and to the LPC outlining the condition of the structure, assessing the extent of damage, and recommending (A) work, if any, which must be undertaken immediately, upon receipt of proper permits, in order to stabilize and prevent further damage to the Designated Structure, and (B) work that should be performed to repair and restore the Designated Structure to a sound, first-class condition or,

alternatively to (A) and (B), that Declarant make an application to the LPC for permission to demolish the remaining portions of the Designated Structure.

(iv) With regard to the work to be performed pursuant to subparagraph (iii)(A), Declarant shall immediately upon receipt of the Emergency Incident Report request and vigorously pursue all necessary permits and upon their issuance, shall undertake all such work with alacrity. If no permits are required, work shall be undertaken as soon as possible after receipt of the Emergency Incident Report.

(v) With regard to the work to be performed pursuant to subparagraph (iii)(B), within ninety days of receiving the report of the Preservation Architect, Declarant shall apply for all necessary permits and certificates from the LPC to repair and restore or to demolish. No work on the exterior of the Designated Structure, and no work on the interior of the Designated Structure which would affect the exterior or which would require the issuance of a permit from the Department of Buildings shall be performed except pursuant to a permit from the LPC. If the LPC determines that a recommendation to demolish or to perform a specific item of work or method of work set forth in the report would be inappropriate, using the criteria set forth in the Landmarks Preservation Law, the determination of the LPC shall control and the Declarant shall not have such specific work performed or be entitled to have the Designated Structure demolished unless Declarant is obligated to perform such work or demolish the structure in accordance with an "Unsafe Building Notice" issued by the Department of Buildings. All repair, restoration, rehabilitation, repainting, and other work provided for in a certificate or permit shall be completed within nine months of the date of issue of such certificate or permit by the LPC. If such work cannot be completed within nine months for reasons beyond Declarant's control, as determined by the Chairperson of the LPC, Declarant shall apply in writing to the LPC for an extension of time within which to complete such work. Such extensions shall be for a stated additional period of time which is related to the period of the delay and shall not be unreasonably withheld.

(b) Access to Designated Structure. Declarant agrees to provide access to the Designated Structure to the LPC and its designated representatives at reasonable times and upon reasonable written notice, except in cases of emergency, in which event the LPC or its representatives shall have access, if feasible, immediately and without notice, in order to insure that the preservation, repair and maintenance of the Designated Structure is carried out in accordance with this Declaration.

(c) Failure to Perform. In the event that the preservation, repair, or maintenance of the Designated Structure is not performed in accordance with the provisions of this Article, the LPC shall give written notice of such failure to perform to the Declarant, and shall deliver a copy of such notice to 141 Fifth. In the event that Declarant, its successors or assigns, fails after sixty days from receipt of written notice from the LPC to perform, or shall commence to perform but fail diligently to prosecute to completion, any such repair and/or maintenance, or any obligations of Declarant set forth in this Declaration, and provided further that LPC shall have given 141 Fifth an additional notice advising 141 Fifth of Declarant's failure to perform and 141 Fifth has failed to commence such repair or maintenance within 30 days of the date LPC notifies 141 Fifth of Declarant's failure or thereafter fails to diligently prosecute such repair or maintenance to completion, the City of New York may perform all of the

necessary work at the sole cost and expense of the Declarant and shall have the right to enter onto the Subject Property and to charge said Declarant for all the actual cost of such work, together with actual administrative and legal fees incurred in the collection thereof. Such actual costs shall include, but not be limited to, payments by the City of New York to any lawyers, consultants, contractors, painters, engineers, architects and skilled artisans required to be hired to perform or supervise such work. To the extent such actual costs are expended by the City of New York, the LPC shall have a lien on the Subject Premises as if a lien had been filed, perfected and enforced for materials and labor under Article 2 of the Lien Law of the State of New York. Notwithstanding the foregoing, in the event that the Designated Structure is converted to a condominium, Declarant's right to notice and cure provided in this subsection shall apply only to the condominium board and to any owner of space occupied by retail uses in the Designated Structure and 141 Fifth; provided that the LPC has received notice by said parties in accordance with Section 6.2.

ARTICLE III

CONDOMINIUM BOARD

3.1 General.In the event that the Designated Structure is converted to a condominium in accordance with Article 9B of the New York State Real Property Law ("RPL"), the condominium board ("Board") shall have the responsibility to carry out all of Declarant's obligations and the authority to exercise all of Declarant's rights under this Declaration and upon such assumption, Declarant shall be released from its liability thereunder.

The following provisions of this Article 3 shall be operative only in the event that the Board is formed as described in this Section 3.1.

3.2 Board.The Board shall require that each owner of a condominium unit (the "Unit Owner") appoint the Board as his Attorney-in-Fact with respect to modification, amendment, or cancellation of the Declaration.

3.3 Condominium Declaration.

Every deed conveying title to, or a partial interest in, the Subject Premises and every lease of all or substantially all of the Subject Premises shall contain a recital that the grantee is bound by the terms of the Condominium Declaration and By-laws which shall incorporate an obligation by the Board to comply with the provisions of Article 3 of this Declaration.

ARTICLE IV

EFFECT AND ENFORCEMENT

4.1 Effective Date.

(a) This Declaration shall have no force and effect unless and until the occurrence of the following, to be referred to as the "Effective Date": the final approval of the Authorization by the City Planning Commission. The Declaration shall become immediately effective upon the Effective Date. If, before the Effective Date, Declarant requests or causes the

application for the Authorization to be withdrawn or abandoned, or if final action has been taken having the effect of denying the Authorization, then, upon notice to CPC and LPC, this Declaration shall not become effective, shall be automatically canceled and shall be of no force and effect.

(b) If the Authorization is at any time declared invalid or is otherwise voided by final judgment of any court of competent jurisdiction from which no appeal can be taken or for which no appeal has been taken within the applicable statutory period provided for such appeal, then, upon entry of said judgment or the expiration of the applicable statutory period for such entry, as the case may be, this Declaration shall be automatically canceled without further action by Declarant and shall be of no further force or effect and the CPC shall, if requested by Declarant, provide Declarant with a letter in recordable form stating that the Declaration has been so canceled and is of no further force and effect. In such event, if Declarant has obtained a certificate of occupancy allowing any Authorization Use in the Designated Structure, Declarant shall promptly, after receipt of such letter, obtain a revised certificate of occupancy from the Buildings Department reflecting the cessation of any such Authorization Use in the Designated Structure.

4.2 Filing and Recording.

Declarant shall file and record at its sole cost and expense this Declaration in the Register's Office, indexing it against the Subject Property, immediately upon the Effective Date. Declarant shall promptly deliver to the CPC and the LPC duplicate executed originals, promptly following the Effective Date and, following recordation, a true copy of this Declaration as recorded, as certified by the Register. If Declarant fails to so record this Declaration, the City may record this Declaration, at the sole cost and expense of Declarant, who shall promptly pay to the City such costs together with fees for purchase of a reasonable number of certified copies of the recorded Declaration.

4.3 Additional Remedies.

Declarant acknowledges that the City is an interested party to this Declaration, and consents to enforcement by the City, administratively or at law or equity, of the restrictions, covenants, easements, obligations and agreements contained herein. Declarant also acknowledges that the remedies set forth in this Declaration are not exclusive, and that the City and any agency thereof may pursue other remedies not specifically set forth herein including, but not limited to, the seeking of a mandatory injunction compelling Declarant, its heirs, successors or assigns, to comply with any provision, whether major or minor, of this Declaration.

4.4 Notice and Cure.

(a) Before any agency, department, commission or other subdivision of the City of New York institutes any proceeding or proceedings to enforce the terms or conditions of this Declaration because of any violation hereof, it shall give Declarant sixty (60) days written notice of such alleged violation, during which period Declarant shall have the opportunity to effect a cure of such alleged violation and shall provide a copy of such notice to 141 Fifth. If Declarant commences to effect a cure during such sixty (60) day period and proceeds diligently towards the

effectuation of such cure, the aforesaid sixty (60) day period shall be extended for so long as Declarant continues to proceed diligently with the effectuation of such cure. In the event that Declarant, its successors or assigns, fails after sixty days from receipt of written notice from the LPC to perform, or shall commence to perform but fail diligently to prosecute to completion, any such repair and/or maintenance, or any obligations of Declarant set forth in this Declaration, then LPC shall give 141 Fifth an additional notice advising 141 Fifth of Declarant's failure to perform and 141 Fifth shall be given an additional sixty (60) days to effect a cure of such alleged violation. In the event that title to the Subject Premises, or any part thereof, shall become vested in more than one party, the right to notice and cure provided in this subsection shall apply equally to all parties with a fee interest in the Subject Property, or any part thereof, including ground lessees; provided the LPC has received notice by said parties in accordance with Section 6.2. Notwithstanding the foregoing, in the event that the Designated Structure is converted to a condominium, the right to notice and cure provided in this subsection shall apply only to the condominium board and to any owner of space occupied by retail uses in the Designated Structure; provided that the LPC has received notice by said parties in accordance with Section 6.2.

(b) If Declarant fails to observe any of the terms or conditions of this Declaration, and the Declarant fails to cure such violation within the applicable grace period provided in subparagraph 4.4(a) of this Declaration, then prior to the institution by any agency or department of the City of any action, proceeding, or proceedings against Declarant in connection with such failure, a Mortgagee who has given written notice of its name and address to the CPC and the LPC shall be given thirty (30) days written notice of such alleged violation, during which period such Mortgagee shall have the opportunity to effect a cure of such alleged violation. If such Mortgagee commences to effect a cure during such thirty (30) day period and proceeds diligently towards the effectuation of such cure, the aforesaid thirty (30) day period shall be extended for so long as such Mortgagee continues to proceed diligently with the effectuation of such cure.

(c) If after due notice as set forth in this Section 4.4, Declarant and the Mortgagees fail to cure such alleged violations, the City may exercise any and all of its rights, including those delineated in this Section and may disapprove any amendment, modification, or cancellation of this Declaration on the sole grounds that Declarant is in default of any material obligation under this Declaration.

4.5 Acknowledgement of Covenants.

Declarant acknowledges that the restrictions, covenants, easements, obligations and agreements in this Declaration, which are an integral part of the Authorization, will protect the value and desirability of the Subject Premises as well as benefit the City of New York including property of the City within a one-half mile radius of the Subject Premises. The restrictions, covenants, easements, obligations and agreements shall be covenants running with the land enforced by the City, and shall bind Declarant and its successors, legal representatives, and assigns.

4.6 No Other Enforceable Restrictions.Declarant represents warrants that there are no enforceable restrictions of record on the use of the Subject Property or the Designated Structure,

nor any present or presently existing future estate or interests in the Subject Property or the Designated Structure, nor any lien, obligation, enforceable covenant, limitation or encumbrance of any kind which precludes, directly or indirectly, imposition on the Subject Premises of the restrictions, covenants, easements and obligations of this Declaration.

4.7 Governance.This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

4.8 Severability.In the event that any provision of this Declaration shall be deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction and the judgment of such court shall be upheld on final appeal, or the time for further review of such judgment on appeal or by other proceeding has lapsed, such provision shall be severable, and the remainder of this Declaration shall continue to be of full force and effect, provided that in no event shall this Declaration be deemed effective in the event that all or any portion of the Authorization is deemed or decreed unlawful.

4.9 Applicability to other City Agencies.Declarant covenants to include a copy of this Declaration as part of any application submitted to the LPC, CPC, Buildings Department, Board of Standards and Appeals ("BSA"), New York State Attorney General (in the event of a proposed conversion of the Designated Structure to condominium ownership) or any agency succeeding to their respective jurisdictions. The restrictions and obligations contained herein are a condition of any permit or Certificate of Occupancy to be issued by the Building Department and Declarant will take all reasonable steps to ensure that they are so listed. Failure to carry out such obligation beyond any applicable grace period shall constitute sufficient cause for the Commissioner of the Buildings Department to revoke any building permit issued pursuant to the Authorization or to apply to the BSA or to a court of competent jurisdiction for revocation of the Certificate of Occupancy or any permit issued by the Buildings Department.

4.10 Limitation of Liability. (a) Declarant shall be liable in the performance of any term, provision or covenant in this Declaration, subject to the following sentences and subject to Section 4.12 below. Notwithstanding anything to the contrary contained in this Declaration, the City and any other party or person relying on the Declaration will look solely to the fee estate and interest of Declarant in the Subject Property, on an in rem basis only, for the collection of any money judgment recovered against Declarant, and no other property of Declarant shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City or any other person or entity with respect to this Declaration, and Declarant shall have no personal liability under this Declaration. The liabilities of the Condominium shall be treated as a general common expense, however, the liability of any Unit Owner under this Declaration shall be limited to the amount of such Unit Owner's prorated share, based on such Unit Owner's interest in the common elements of the Condominium, of the costs of compliance with this Declaration. For the purposes of this Section 4.10, "Declarant" shall mean "Declarant" as defined in Article I hereof, as well as any principals, disclosed or undisclosed, affiliates, officers, employees, shareholders or directors of Declarant.

(b) The restrictions, covenants and agreements set forth in this Declaration shall be binding upon the Declarant and any successor-in-interest only for the period during which Declarant and any successor-in-interest is the holder of a fee interest in or is a party-in-

interest of the Subject Premises and only to the extent of such fee interest or the interest rendering Declarant a party-in-interest. At such time as the named Declarant has no further fee interest in the Subject Premises and is no longer a party-in-interest of the Subject Premises, Declarant's obligations and liability with respect to this Declaration shall wholly cease and terminate from and after the conveyance of Declarant's interest and Declarant's successors-in-interest in the Subject Premises by acceptance of such conveyance automatically shall be deemed to assume Declarant's obligations and liabilities here-under to the extent of such successor-in-interest's interest.

4.11 Subordination.Declarant shall cause every individual, business organization or other entity that between the date hereof and the date of recordation of this Declaration becomes a Party-in-Interest to the Subject Property, to execute this Declaration or to subordinate such interest to the Declaration and waive its right to execution. Any mortgage or other lien encumbering the Subject Property after the recording date of this Declaration shall be subject and subordinate hereto.

4.12 Right to Convey; Form Condominium.
Nothing contained herein shall be construed as requiring the consent of the CPC, the LPC, the City, any agency thereof or any other person or entity to any sale, transfer, conveyance, mortgage, lease or assignment of any interest in the Subject Property or the Designated Structure or to formation or creation of a condominium structure.

ARTICLE V

AMENDMENTS, MODIFICATIONS AND CANCELLATIONS

5.1 Amendment or Cancellation.

Except as provided in paragraph 4.1 above, this Declaration may be amended or canceled only upon application and approval by LPC, and no other approval or consent shall be required from any public body, private person or legal entity of any kind; provided, however, that no such approval shall be required in the case of any cancellation pursuant to paragraph 5.4.

5.2 Minor Modification.

Notwithstanding Section 5.1 hereof, the Chairperson of the LPC and the Chairperson of the CPC may, by express written consent, administratively approve modifications to the Declaration that the CPC has determined to be minor. Such minor modifications shall not be deemed amendments requiring the approval of the CPC, the LPC, or any other agency or department of the City of New York.

5.3 Recording and Filing.

Any modification, amendment or cancellation of this Declaration, except pursuant to paragraph 5.4, shall be executed and recorded in the same manner as this Declaration. Following any modification, amendment or cancellation, Declarant shall immediately record it and provide one executed and certified true copy thereof to each of the CPC and the LPC and upon failure to so record, permit its recording by the CPC or the LPC at the cost and expense of Declarant.

5.4 Surrender or Lapse.

In the event that Declarant does not use all or any portion of the Authorization for an Authorization Use, or in the event that the Authorization had lapsed under Section 11-42 of the Zoning Resolution, Declarant may surrender the Authorization to the CPC and proceed with any use permitted by the Zoning Resolution and in accordance with the Landmarks Preservation Law as if such Authorization had not been granted. In either of such events, this Declaration shall be rendered null and void upon recordation of an instrument filed by Declarant discharging it of record, with copies to LPC and CPC, the recordation of which instrument shall constitute a waiver of the right to use the Subject Property pursuant to the Authorization.

ARTICLE VI

MISCELLANEOUS

6.1 Exhibits.Any and all exhibits, appendices, or attachments referred to herein are hereby incorporated fully and made an integral part of this Declaration by reference.

6.2 Notices.All notices, demands, requests, consents, waivers, approvals and other communications which may be or are permitted, desirable or required to be given, served or deemed to have been given or sent hereunder shall be in writing and shall be sent if intended for the Declarant to 10 East 53rd Street, 37th Floor, New York, New York; if intended for the CPC, to the CPC at 22 Reade Street, New York, New York 10007 (or then-official address), Att: Chairperson; if intended for the LPC, to the LPC at 1 Centre Street, 9th floor, New York, New York 10007 (or then-official address), Att: Chairperson; if intended for 141 Fifth Avenue LLC to 20 East 46th Street, New York, New York; if intended for CIF 141 Fifth Lender LLC to 299 Park Avenue, New York, New York; and if intended for Wachovia Bank, National Association to Commercial Real Estate Services, 8739 Research Drive, URP-4, NC 1075, charlotte, NC 28202. Declarant, 141 Fifth Avenue LLC, or their representatives, by notice given as provided in this paragraph 6.2, may change any address for the purposes of this Declaration. Each notice, demand, request, consent, approval or other communication shall be either sent by registered or certified mail, postage prepaid, by recognized overnight delivery, or delivered by hand, and shall be deemed sufficiently given, served or sent for all purposes hereunder five (5) business days after it shall be mailed, or the following day if sent by overnight delivery, or, if delivered by hand, when actually received.

6.3 Indemnification.Provided that Declarant is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Declaration after having received written notice of such default and opportunity to cure as provided above, and such finding is upheld on final appeal, or the time for further review of such finding on appeal or by other proceeding has lapsed, Declarant shall indemnify and hold harmless the City from and against all of its reasonable legal and administrative expenses arising out of or in connection with the City's enforcement of Declarant's obligations under this Declaration.

6.4 Enforcement.

Declarants acknowledge that the City of New York is an interested party to this Declaration and consent to enforcement solely by the City of New York, and by no other party, administratively, or at law or equity, of the restrictions, covenants, obligations, easements and agreements contained herein.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

141 ACQUISITION ASSOCIATES LLC
a limited liability corporation

By: _____
Name: Christopher Schlank
Title: Member

STATE OF NEW YORK
COUNTY OF NY

On the 1 day of December in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Chris Schlank personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

Carley Sasser
Notary Public-State of NY
Commission-01SA6155564
exp 11/7/2010
County of NY

Carley Sasser
notary public

SCHEDULE OF EXHIBITS

Exhibit A	-	Metes and Bounds of Subject Property
Exhibit B	-	Certification of Parties in Interest
Exhibit C	-	Certificate of Appropriateness
Exhibit D	-	Landmarks Report
Exhibit E	-	Waivers and Subordinations
Exhibit F	-	Side Letter Agreement
Exhibit G	-	Drawings

EXHIBIT A

Metes and Bounds of Subject Premises

Block 849; Lot 75

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Fifth Avenue, with the southerly side of Twenty-first Street;

RUNNING THENCE southerly along the easterly side of Fifth Avenue, 94 feet;

THENCE easterly parallel with Twentieth Street and part of the distance through a party wall 90 feet;

THENCE northerly parallel with the easterly side of Fifth Avenue, 94 feet to the southerly side of Twenty-first Street; and

THENCE westerly along the southerly side of Twenty-first Street, 90 feet to the point or place of BEGINNING.

EXHIBIT B

Certification of Parties in Interest

(Please see following pages attached.)

ZONING LOT EXHIBIT II File No. 824215 page one

CERTIFICATION PURSUANT TO ZONING LOT
SUBDIVISION D OF SECTION 12-10
OF THE ZONING RESOLUTION OF DECEMBER 15, 1961
OF THE CITY OF NEW YORK - AS AMENDED
EFFECTIVE AUGUST 18, 1977

ROYAL ABSTRACT OF NEW YORK LLC an abstract company having its principal place of business at 500 Fifth Avenue, New York, New York hereby certifies that as to the land hereafter described being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, that all the parties in interest constituting a party as defined in Section 12-10 subdivision (D) of the Zoning Resolution of The City of New York, effective December 15, 1961, as amended are the following:

NAMES	INTEREST
141 Fifth Avenue LLC and 141 Acquisition Associates LLC, as tenants in common	FEE OWNER
Wachovia Bank, National Association	Mortgagee
Wells Fargo Bank, NA	Mortgagee

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid is known as Tax Lot 75 in Block 849 on the Tax Map of The City of New York, New York County, and more particularly described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Fifth Avenue, with the southerly side of Twenty-first Street;

RUNNING THENCE southerly along the easterly side of Fifth Avenue, 94 feet;

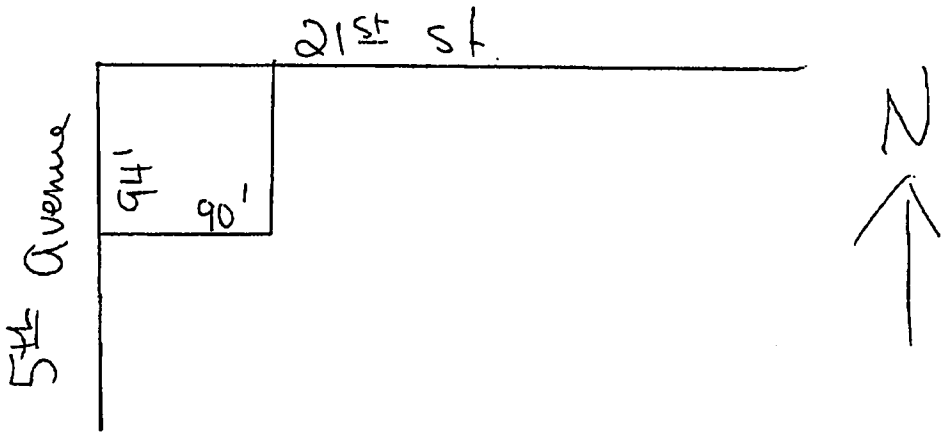
THENCE easterly parallel with Twentieth Street and part of the distance through a party wall 90 feet;

THENCE northerly parallel with the easterly side of Fifth Avenue, 94 feet to the southerly side of Twenty-first Street; and

THENCE westerly along the southerly side of Twenty-first Street, 90 feet to the point or place of BEGINNING.

ZONING LOT EXHIBIT II File No. 824215 page two

That the said premises are known as and by street address 141-147 Fifth Avenue, New York, New York, as shown on the following DIAGRAM:



CERTIFIED this 3rd day of October, 2006 to 141 Fifth Avenue LLC, the firm who applied for the certification, the applicant for this certification.

NOTE: A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provision of the zoning lot resolution.

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000) DOLLARS.

ROYAL ABSTRACT OF NEW YORK LLC

BY: _____

Mary Gleason-Kane
VICE PRESIDENT

EXHIBIT C

Certificate of Appropriateness

(Please see following pages attached.)

THE NEW YORK CITY LANDMARKS PRESERVATION COMMISSION
1 CENTRE STREET 9TH FLOOR NORTH NEW YORK, NY 10007
TEL: 212 669-7700 FAX: 212 669-7780

PERMIT

CERTIFICATE OF APPROPRIATENESS

ISSUE DATE:	EXPIRATION DATE:	DOCKET #:	COFA #:
06/05/06	06/05/2012	063344	COFA 06-5964

ADDRESS	BOROUGH:	BLOCK/LOT:
141 FIFTH AVENUE HISTORIC DISTRICT LADIES' MILE	MANHATTAN	849 / 75

Display This Permit While Work Is In Progress

ISSUED TO:

Christopher Shlank
Savanna Partners
10 East 53rd Street
37th Floor
New York, NY 10022

Pursuant to Section 25-307 of the Administrative Code of the City of New York, the Landmarks Preservation Commission, at the Public Meeting of February 14, 2006, following the Public Hearing and Meeting of January 24, 2006, voted to grant a Certificate of Appropriateness for the proposed work at the subject premises, as put forward in your application completed on December 29, 2006.

The proposal as approved, is for the removal of the existing rooftop mechanical equipment and a water tower; and the construction of a new rooftop addition; the extension of the masonry chimney over the secondary southern façade; the installation of a curved storefront at the rounded corner of the ground floor; the replication of the missing historic columns at the corner and the installation of new cast stone capitals, and cast stone and granite column bases, the installation of new painted metal at the spandrel panels at the ground floor; the partial removal of the rear facade and the construction of a new rear wall 12 feet in from the location of the original wall, and the installation of new window openings and new one-over-one double-hung metal windows, as described in photographs and drawings LPC-0 to LPC-37, dated December 13, 2005, and dated received by LPC Staff February 14, 2006, prepared by Cetra/Ruddy Incorporated, submitted as components of the application and presented at the Public Hearing and Public Meetings. The proposal as initially presented, included installing a shallow balcony at the fourth floor and installing less ornament at the base, cast stone mouldings at the spandrels above the storefront and a flat corner entrance, as shown in drawings LPC-0 to LPC-18 dated November 3, 2005; LPC-0 to LPC-37, dated December 13, 2005, and dated received by LPC Staff January 24, 2006, prepared by Cetra/Ruddy Incorporated.

In reviewing this proposal, the Commission noted that the Ladies' Mile Historic District designation report describes 141 Fifth Avenue as a Beaux-Arts style loft building designed by Robert Maynicke and built circa 1896-1900, with an addition designed by Henry Edwards Ficken and built in 1899, and that the building's style, scale, and materials are among the features which contribute to the special architectural and historic character of the Ladies' Mile Historic District.

The Commission also noted that Certificate of No Effect 06-5961 (LPC 06-3569) was issued June 5, 2006, approving a proposal for restorative work at all facades, including the replication of the missing balcony at the fourth floor and missing ornament at the roof; as described in the Existing Conditions Survey for 141 Fifth Avenue, prepared by Higgins and Quasebarth, dated December 2005; and that Modification of Use 06-6116 was issued March 13, 2006 in support of an application for the issuance of a a report to the City Planning Commission relating to an application for Modification of Use Pursuant to Section 15-20(b) of the Zoning Resolution.

With regard to this proposal, the Commission found that the removal of existing rooftop mechanical equipment and a water tower will not result in any damage to, or demolition of, significant architectural features of the building; that the visible rail over the primary façade will be subordinate to and will not compete with the distinct roofline and will not affect significant architectural features of the roof or the building; that the proposed rooftop addition will be visible only at the secondary southern façade, will blend with the partially metal-clad lot line wall and will be harmonious with the distinct architectural features of the roof and of the building; that the extension of the masonry chimney over the secondary southern façade will be in keeping with the historic elements of skyline profiles typically found on buildings in this historic district; that the ornamentation to be added to the building's modern base is based on the historic ornamentation and will help to re-connect the base to the rest of the building; that the replication of the missing historic columns at the corner and the installation of a curved storefront will restore this important corner of the building closer to its original appearance; and that the removal of a portion of the rear facade will not eliminate any significant features, will barely be perceptible from surrounding streets, and therefore, will not alter the architectural character of the building. Based on these findings, the Commission determined the proposed work to be appropriate to the building and the Ladies' Mile Historic District and voted to approve it.

However, in voting to grant this approval the Commission stipulated that two sets of final signed and sealed Department of Building filing drawings be submitted for review and approval.

Subsequently, on June 2, 2006 the Landmarks Preservation Commission received drawings A-000, A-001, A-002, A-003, A-005, A-007, A-008, A100 to A-110, A-201, A-202, A-204, A-204.1, A-204.2, A-204.3, A-204.4, A-205, A-220, A-210, A-223, A-225, A-226, A-227, A-401, A-402, A-403, A-410, A-412, A-413, dated May 31, 2006, prepared by Cetra/Ruddy Incorporated. Accordingly, the Commission reviewed the drawings and found that the proposal approved by the Commission has been maintained, therefore Certificate of Appropriateness 06-5964 is being issued.

This permit is issued on the basis of the building and site conditions described in the application and disclosed during the review process. By accepting this permit, the applicant agrees to notify the Commission if the actual building or site conditions vary or if original or historic building fabric is discovered. The Commission reserves the right to amend or revoke this permit, upon written notice to the applicant, in the event that the actual building or site conditions are materially different from those described in the application or disclosed during the review process.

All approved drawings are marked approved by the Commission with a perforated seal indicating the date of approval. The work is limited to what is contained in the perforated documents. Other work or amendments to this filing must be reviewed and approved separately. The applicant is hereby put on notice that performing or maintaining any work not explicitly authorized by this permit may make the applicant liable for criminal and/or civil penalties, including imprisonment and fines. This letter constitutes the permit; a copy must be prominently displayed at the site while work is in progress. Please direct inquiries to Roxanne Ryce-Paul.

Robert B. Tierney
Chair

PLEASE NOTE: PERFORATED DRAWINGS AND A COPY OF THIS PERMIT HAVE BEEN SENT TO: John Cetra, Architect

cc: Bill Higgins, Higgins & Quasebarth; Sarah Carroll, Director of Preservation; William Neeley, Deputy Director of Preservation

EXHIBIT D

Landmarks Report

(Please see following pages attached.)

THE NEW YORK CITY LANDMARKS PRESERVATION COMMISSION
1 CENTRE STREET 9TH FLOOR NORTH NEW YORK, NY 10007
TEL: 212 669-7700 FAX: 212 669-7780

ROBERT B. TIERNEY
Chair

March 13, 2006

ISSUED TO:

Amanda Burden
New York City Planning Commission
22 Reade Street
New York, NY 10007

Re: LPC - 065347
MOU 06-6116
141 FIFTH AVENUE
HISTORIC DISTRICT
LADIES' MILE
Borough of Manhattan
Block/Lot: 849 / 75

At the Public Meeting of February 14, 2006 following the Public Hearing and Public Meeting of January 24, 2006, the Landmarks Preservation Commission ("LPC") voted to issue a report to the City Planning Commission ("CPC") in support of an application for the issuance of a Special Permit, pursuant to Section Section 15-20(b) of the Zoning Resolution to permit the Modification of Use at the building located at 141 Fifth Avenue, Manhattan, Block 849, Lot 75 ("the Designated Building"), as put forward in your application completed on December 29, 2006. The Designated Building is a Beaux-Arts style loft building designed by Robert Maynicke and built circa 1896-1900, with an addition designed by Henry Edwards Ficken and built in 1899 the building's style, scale, and materials are among the features which contribute to the special architectural and historic character of the Ladies' Mile Historic District.

In voting to issue the report, the LPC found that the applicant has agreed to undertake work on the primary Fifth Avenue and East 21st Street facades and at the roof and cupola, to restore the Designated Building and bring it up to a sound, first class condition; that the applicant has agreed to establish and maintain a program for continuing maintenance to ensure that the Designated Building is maintained in a sound, first-class condition; and that a restrictive Declaration ("Declaration") will be filed against the property which will bind the applicants and all heirs, successors and assigns to maintain the continuing maintenance program in perpetuity.

Specifically, at the Public Meeting of February 14, 2006, following the Public Hearing and Meeting of January 24, 2006, the Commission approved a proposal for the removal of the existing rooftop mechanical equipment and a water tower; and the construction of a new rooftop addition; the extension of the masonry chimney over the secondary southern façade; the installation of a curved storefront at the rounded corner of the ground floor; the replication of the missing historic columns at the corner and the installation of new cast stone capitals, and cast stone and granite column bases, the installation of new painted metal at the spandrel panels at the ground floor; the partial removal of the rear facade and the construction of a new rear wall 12 feet in from the location

of the original wall, and the installation of new window openings and new one-over-one double-hung metal windows.

The applicant also agreed to perform restorative work as described in LPC 06-3344, including replacing in-kind black-painted one-over-one double-hung wood windows throughout both primary elevations, and two-over-two double-hung wood windows at the rounded corner and painting black; selective repair or replacement of limestone sills; selective repair of areas of spalled, pitted and cracked limestone and repair of failing and non matched patches; cleaning the limestone cornice; raking and repointing selective areas of open mortar joints, and deteriorated mortar joints throughout; removing all metal embeds; selective replacement of brick and repair of areas of spalled, pitted and cracked brick and areas of removed embeds using a restoration patching compound; selective paint removal at the limestone, brick and terra-cotta masonry; removing sheet metal and restoring the underlying terracotta; selective repair of areas of spalled, pitted and cracked terra-cotta and repair of failing and non matched patches; removing the cementitious patch at the fourth floor and installing a cast stone projecting balcony and metal railings; restoring and painting the cornices at the 10th and 12th floors, including all original metal architectural elements; restorative work at the roof and cupola, including restoring the copper roof and dormers at the cupola; restoring the metal cupola spire; removing sheet metal cladding and restoring all missing ornamentation at the cupola; selective repair of the skylights and painting to match the historic colour; removing metal cladding from the masonry coping and repairing the masonry with cast stone; restorative work on the secondary south facade and rear facades, including repairing the existing metal shutter hinges and installing new metal fire shutters on the south facade, and painting to match the historic colours; replacing in-kind one-over-one metal windows throughout the secondary elevations, and painting to match the historic colours according to a historic paint analysis.

In reaching a descision to grant a Certificate of Appropriateness, the Commission reviewed the proposed work and found that the visible rail over the primary façade will be subordinate to and will not compete with the distinct roofline and will not affect significant architectural features of the roof or the building; that the proposed rooftop addition will be visible only at the secondary southern façade, will blend with the partially metal-clad lot line wall and will be harmonious with the distinct architectural features of the roof and of the building; that the extension of the masonry chimney over the secondary southern façade will be in keeping with the historic elements of skyline profiles typically found on buildings in this historic district; that the installation of a shallow balcony in cast stone with wrought iron railings at the fourth floor building corner will recall the presence of a significant architectural element and will restore the sculptural quality of the building's façade; that the ornamentation to be added to the building's modern base is based on the historic ornamentation and will help to re-connect the base to the rest of the building; that the replication of the missing historic columns at the corner and the installation of a projecting storefront will restore this important corner of the building closer to its original appearance; and that the removal of a portion of the rear facade will not eliminate any significant features, will barely be perceptible from surrounding streets, and therefore, will not alter the architectural character of the building.

In reaching a decision to issue a favorable report to the CPC, the LPC found that the applicant has agreed to undertake restorative roof work to complete the full restoration of the building and bring it up to a sound first-class condition, and aid in its long-term preservation; that the restorative work which will be approved pursuant to LPC 06-3569 will restore missing architectural details and features and will return the building closer to its original appearance; that the exterior facade work will reinforce the architectural and historic character of the building, the streetscape, and the historic district; that the restorative work will bring the building up to a sound, first-class condition and aid in its long term preservation; that the implementation of a cyclical maintenance plan will ensure the continued maintenance of the building, in a sound, first-class condition; and that the owners of the building have committed themselves to establishing a cyclical maintenance plan that will be legally enforceable by the Landmarks Preservation Commission under the provisions of a Restrictive Declaration, which will bind all heirs, successors and assigns, and which will be recorded at the New York County Registrar's Office.

The Declaration requires the Declarant to hire a qualified preservation professional, whose credentials are to be approved by LPC, to undertake comprehensive inspections every five years of the Designated Building's exterior and such portions of the interior which, if not properly maintained, would cause the Designated Building to deteriorate. The Declarant is required to perform all work identified in the resulting professional reports as being necessary to maintain the Designated Building in sound, first-class condition within stated time periods.

The staff of the Commission is available to assist you with these matters. Please direct inquiries to Roxanne Ryce-Paul.

Robert B. Tierney
Chair

cc: Jay A. Segal, Greenberg Traurig LLP; Christopher Schlank, Savanna Partners; John Weiss, Deputy Counsel, LPC; Sarah Carroll Director of Preservation

EXHIBIT E

Waivers and Subordinations

(Please see following pages attached)

WAIVER OF EXECUTION OF DECLARATION

141 FIFTH AVENUE LLC, having its principal office c/o SL Green Realty Corp, 420 Lexington Avenue, New York, New York, being a "party in interest" as defined in Section 12-10 of the Zoning Resolution of the City of New York with respect to a zoning lot ("Zoning Lot") which consists of land known as 141 Fifth Avenue, New York, New York, and as Tax Lot 75 in Block 849 of the Tax Map of the City of New York, County of New York (the "Tax Map"), which is more fully described on Schedule A attached hereto, the development and use of the Zoning Lot being subject to the provisions of the Declaration, dated as of ~~November __, 2006,~~ December 1, 2006 executed by 141 Acquisition Associates LLC, concerning the program established for the restoration and continuing maintenance of the building located on the Zoning Lot, intended to be recorded prior hereto or simultaneously herewith in the Office of the City Register of the City of New York, New York County, hereby waives its rights to execute the Declaration, and consents to the execution of the Declaration by 141 Acquisition Associates LLC through its Managing Member, Christopher Schlank.

IN WITNESS WHEREOF, the undersigned has executed this waiver as of this 30 day of November, 2006.

141 FIFTH AVENUE LLC

By: _____

Name: Jeff Sutton

Title: Principal

STATE OF NEW YORK
COUNTY OF New York

On the 30 day of November in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff Sutton, 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.

Floralba Arango
Signature and Office of individual taking acknowledgment

FLORALBA ARANGO
Notary Public, State of New York
No. 01AR4910016
Qualified in Queens County
Cert. Filed in New York County.
Comission Expires Oct. 26, 2009

WAIVER OF EXECUTION OF DECLARATION

WELLS FARGO BANK, NA, having its principal office at 40 West 57th Street, Suite 220, New York, New York, being a "party in interest" as defined in Section 12-10 of the Zoning Resolution of the City of New York with respect to a zoning lot ("Zoning Lot") which consists of land known as 141 Fifth Avenue, New York, New York, and as Tax Lot 75 in Block 849 of the Tax Map of the City of New York, County of New York (the "Tax Map"), which is more fully described on Schedule A attached hereto, the development and use of the Zoning Lot being subject to the provisions of the Declaration, dated as of December 1, 2006, executed by 141 Acquisition Associates LLC, concerning the program established for the restoration and continuing maintenance of the building located on the Zoning Lot, intended to be recorded prior hereto or simultaneously herewith in the Office of the City Register of the City of New York, New York County, hereby waives its rights to execute the Declaration, and consents to the execution of the Declaration by 141 Fifth Acquisition Associates LLC through its Managing Member, Christopher Schlank.

IN WITNESS WHEREOF, the undersigned has executed this waiver as of this 11 day of December, 2006.

WELLS FARGO BANK, NA

By: _____

Name: David M. Martin

Title: Managing Director

STATE OF NEW YORK
COUNTY OF New York

On the 11th day of December in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared David M. Marx, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

KIMBERLY A. NASO
Notary Public, State of New York
No. 01NA6037764
Qualified in New York County
Commission Expires 07/08/2010

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Fifth Avenue, with the southerly side of Twenty-first Street;

RUNNING THENCE southerly along the easterly side of Fifth Avenue, 94 feet;

THENCE easterly parallel with Twentieth Street and part of the distance through a party wall 90 feet;

THENCE northerly parallel with the easterly side of Fifth Avenue, 94 feet to the southerly side of Twenty-first Street; and

THENCE westerly along the southerly side of Twenty-first Street, 90 feet to the point or place of BEGINNING.

SUBORDINATION OF MORTGAGE TO DECLARATION

WELLS FARGO BANK, NA, having its principal office at 40 West 57th Street, Suite 220, New York, New York ("Mortgagee").

WHEREAS, Mortgagee is the holder of that certain mortgage dated as of February 24, 2006 and recorded in CRFN 2006030201308007001E949C (the "Mortgage") encumbering the premises known as 141 Fifth Avenue, New York, New York, and as Tax Lot 75 in Block 849 of the Tax Map of the City of New York, County of New York, as more particularly described in the Mortgage (the "Property"); and

WHEREAS, 141 Acquisition Associates LLC (the "Owner") has executed, acknowledged and delivered that certain Declaration dated as of ~~November __, 2006~~ December 2006 ("Declaration") concerning the program established for the restoration and continuing maintenance of the building located on the Property, intended to be recorded prior hereto or simultaneously herewith in the Office of the City Register of the City of New York, New York County; and

WHEREAS, the Owner wishes the Declaration to have priority over the Mortgage affecting the Property, now and hereafter.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Mortgagee hereby agrees that the Mortgage and the lien thereof and any extensions, renewals, modifications, amendments, replacements, supplements, assignments and/or consolidations of the Mortgage shall in all respects be subject and subordinate to the Declaration, which is intended to be recorded prior hereto or simultaneously herewith.

IN WITNESS WHEREOF, Mortgagee has executed this Subordination of Mortgage to Declaration as of this 1st day of ~~November~~ December, 2006.

WELLS FARGO BANK, NA

By: _____
Name: David M. Martin
Title: Managing Director

STATE OF NEW YORK
COUNTY OF New York

On the 11th day of December in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared David M. Martin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

KIMBERLY A. NASO
Notary Public, State of New York
No. 01NA6037764
Qualified in New York County
Commission Expires 07/08/2010

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Fifth Avenue, with the southerly side of Twenty-first Street;

RUNNING THENCE southerly along the easterly side of Fifth Avenue, 94 feet;

THENCE easterly parallel with Twentieth Street and part of the distance through a party wall 90 feet;

THENCE northerly parallel with the easterly side of Fifth Avenue, 94 feet to the southerly side of Twenty-first Street; and

THENCE westerly along the southerly side of Twenty-first Street, 90 feet to the point or place of BEGINNING.

WAIVER OF EXECUTION OF DECLARATION

WACHOVIA CRE CDO 2006-1, LTD. having an address at c/o Maples Finance Limited, P.O. Box 1093GT, Queensgate House, South Church Street, George Town, Grand Cayman, Cayman Islands (successor by assignment to **WACHOVIA BANK, NATIONAL ASSOCIATION**), being a "party in interest" as defined in Section 12-10 of the Zoning Resolution of the City of New York with respect to a zoning lot ("Zoning Lot") which consists of land known as 141 Fifth Avenue, New York, New York, and as Tax Lot 75 in Block 849 of the Tax Map of the City of New York, County of New York (the "Tax Map"), which is more fully described on Schedule A attached hereto, the development and use of the Zoning Lot being subject to the provisions of the Declaration, dated as of December 1, 2006, executed by 141 Acquisition Associates LLC, concerning the program established for the restoration and continuing maintenance of the building located on the Zoning Lot, intended to be recorded prior hereto or simultaneously herewith in the Office of the City Register of the City of New York, New York County, hereby waives its rights to execute the Declaration, and consents to the execution of the Declaration by 141 Fifth Acquisition Associates LLC through its Managing Member, Christopher Schlank.

IN WITNESS WHEREOF, the undersigned has executed this waiver as of this 6th day of December, 2006.

WACHOVIA CRE CDO 2006-1, LTD.

By: Wachovia Bank, National Association, solely in its capacity as Servicer, as authorized under that certain Servicing Agreement dated as of July 11, 2006

By: _____
Name: John D. Marshall
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 7th day of December in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared John Marshall, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

A. HEIM MORSCH
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
June 19, 2010

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Fifth Avenue, with the southerly side of Twenty-first Street;

RUNNING THENCE southerly along the easterly side of Fifth Avenue, 94 feet;

THENCE easterly parallel with Twentieth Street and part of the distance through a party wall 90 feet;

THENCE northerly parallel with the easterly side of Fifth Avenue, 94 feet to the southerly side of Twenty-first Street; and

THENCE westerly along the southerly side of Twenty-first Street, 90 feet to the point or place of BEGINNING.

SUBORDINATION OF MORTGAGE TO DECLARATION

WACHOVIA CRE CDO 2006-1, LTD., having an address at c/o Maples Finance Limited, P.O. Box 1093GT, Queensgate House, South Church Street, George Town, Grand Cayman, Cayman Islands (successor by assignment to WACHOVIA BANK, NATIONAL ASSOCIATION) ("Mortgagee").

WHEREAS, Mortgagee is the holder of that certain mortgage dated as of November 9, 2005 and recorded in CRFN 2005000700444015 (the "Mortgage") encumbering the premises known as 141 Fifth Avenue, New York, New York, and as Tax Lot 75 in Block 849 of the Tax Map of the City of New York, County of New York, as more particularly described in the Mortgage (the "Property"); and

WHEREAS, 141 Acquisition Associates (the "Owner") has executed, acknowledged and delivered that certain Declaration dated as of December 1, 2006 ("Declaration") concerning the program established for the restoration and continuing maintenance of the building located on the Property, intended to be recorded prior hereto or simultaneously herewith in the Office of the City Register of the City of New York, New York County; and

WHEREAS, the Owner wishes the Declaration to have priority over the Mortgage affecting the Property, now and hereafter.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Mortgagee hereby agrees that the Mortgage and the lien thereof and any extensions, renewals, modifications, amendments, replacements, supplements, assignments and/or consolidations of the Mortgage shall in all respects be subject and subordinate to the Declaration, which is intended to be recorded prior hereto or simultaneously herewith.

IN WITNESS WHEREOF, Mortgagee has executed this Subordination of Mortgage to Declaration as of this 4th day of December, 2006.

WACHOVIA CRE CDO 2006-1, LTD. (successor-in-interest to Wachovia Bank, National Association)

By: Wachovia Bank, National Association, solely in its capacity as Servicer, as authorized under that certain Servicing Agreement dated as of July 11, 2006

By: _____
Name: John D. Marshall
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On the 7th day of December in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared John Marshall, 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.

A. HEIM MORSCH
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
June 19, 2010

A. Heim Morsch
Signature and Office of individual taking acknowledgment

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Fifth Avenue, with the southerly side of Twenty-first Street;

RUNNING THENCE southerly along the easterly side of Fifth Avenue, 94 feet;

THENCE easterly parallel with Twentieth Street and part of the distance through a party wall 90 feet;

THENCE northerly parallel with the easterly side of Fifth Avenue, 94 feet to the southerly side of Twenty-first Street; and

THENCE westerly along the southerly side of Twenty-first Street, 90 feet to the point or place of BEGINNING.

EXHIBIT F

Side Letter Agreement

(Please see following pages attached)

AGREEMENT

AGREEMENT dated as of November ___, 2006, by and between 141 Acquisition Associates LLC, a Delaware limited liability company having an office c/o The City Investment Fund, L.P. 229 Park Avenue, New York, New York 10171 ("141 Acquisition") and 141 Fifth Avenue LLC, a Delaware limited liability company having an office c/o SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170 ("141 Fifth").

WITNESSETH:

WHEREAS, 141 Acquisition is an owner in fee simple as tenant in common of certain real property located in the Borough of Manhattan, City, County and State of New York, which property is designated as Block 849, Lot 75 on the Tax Map of the City of New York and known by the street address 141 Fifth Avenue and is more particularly described on Exhibit A attached hereto (the "Subject Property") and on which is located a twelve-story plus cellar building (the "Building");

WHEREAS, pursuant to a certain Tenancy in Common Agreement dated as of August 2005 by and between 141 Acquisition and 141 Fifth (the "TIC"), 141 Acquisition has exclusive use and control of a portion of the cellar, a lobby portion of the ground floor, certain vertical access elements of the second floor and the floors above the second floor of the Building (the "141 Acquisition Premises"); and

WHEREAS, 141 Fifth is also an owner in fee simple as tenant in common of the Subject Property, and pursuant to the TIC has exclusive use and control of portions of the cellar, the first floor and the second floor of the Building (the "141 Fifth Premises"); and

WHEREAS, the Subject Property is located within the Ladies' Mile Historic District and accordingly is subject to the jurisdiction of the New York City Landmarks Preservation Commission ("LPC") pursuant to Chapter 25 of the Administrative Code of the City of New York; and

WHEREAS, certain rights and obligations of 141 Acquisition and 141 Fifth with respect to the Subject Premises are set forth in the TIC; and

WHEREAS, 141 Acquisition desires to seek an authorization from the New York City Planning Commission (the "CPC") under Section 15-20 of the Zoning Resolution of the City of New York for an authorization (the "Authorization") to permit the conversion of portions of the Building above the level of the first floor to residential use; and

WHEREAS, Section 15-20 requires, inter alia, that the LPC issue a report that a program has been established for continuing maintenance (the "Continuing Maintenance Report") that will result in preservation of the Building; and

WHEREAS, 141 Acquisition has made application to LPC for the Continuing Maintenance Report; and

WHEREAS, in connection with the issuance of the Continuing Maintenance Report, LPC is requiring that 141 Acquisition to enter into a Declaration of Continuing Maintenance (the "Declaration") to be recorded against the Subject Property, which Declaration among other things will require that 141 Acquisition, on behalf of itself and its successors and assigns, as Declarant under the Declaration, (a) undertake certain restorative work to the Building (the "Landmark Work") and (b) perform certain periodic inspections (the "Periodic Inspections"), and certain maintenance and repair work (the "Maintenance Work"; collectively with the Periodic Inspection, (the "Inspection and Maintenance Work") as more particularly set forth in the Declaration, intended to ensure that the Building be maintained in a sound, first class condition; and

WHEREAS, certain of the Landmark Work and the Inspection and Maintenance Work and other provisions of the Declaration involves or affects the 141 Fifth Premises, including the ground floor thereof, even though the purpose of the Authorization and reason for the imposition of the terms of the Declaration relates solely to the upper floors of the Building and their conversion to residential use; and

WHEREAS, Section 10 the TIC provides that 141 Fifth, as the Retail Cotenant under the TIC, will contribute the first $100,000 of costs, and 22.5% of the next $100,000 of costs in connection with any Building improvements to the first and second floor of the Building required by LPC for the conversion of the upper floors of the Building to residential use (the "Conversion Contribution"), and further provides that the excess cost of any such work will be at the sole cost and expense of 141 Acquisition as the Non-Retail Cotenant under the TIC; and

WHEREAS, it is expected that the cost of the Landmark Work associated with the first and second floors of the Building will be in excess of the maximum amount provided in the TIC for the Conversion Contribution; and

WHEREAS, the TIC does not expressly provide for the performance of the Inspection and Maintenance Work or for the allocation or payment or cost thereof;

WHEREAS, 141 Fifth consents to the execution of the Declaration by 141 Acquisition, the Landmark Work and the Inspection and Maintenance Work provided that 141 Acquisition assumes all responsibility in undertaking and completing such Work, in accordance with the terms of this Agreement and the TIC;

NOW THEREFORE, 141 Fifth and 141 Acquisition hereby covenant and agree, on behalf of themselves and their respective successors and assigns, as follows.

1. 141 Acquisition shall be responsible for commencing, undertaking, and completing all aspects of the Landmark Work, including all costs associated therewith other than the Conversion Contribution, such Landmark Work to be carried out and conducted in accordance with the requirements of the TIC and this Agreement, and 141 Fifth shall have no responsibility for same or liability to perform or pay for the

Landmark Work, other than payment of the Conversion Contribution. In no event shall 141 Acquisition commence or undertake any Landmark Work on the 141 Fifth Premises without the express prior written consent of 141 Fifth (which consent shall not be unreasonably withheld, conditioned, or delayed) unless and until (i) any lease existing as of the date of this Agreement for the space adjacent to, within, or behind the area where the Landmark Work is required has terminated, and (ii) any tenant occupying such space has either (x) actually vacated the 141 Fifth Premises or (y) consented in writing to the conduct of such portion of the Landmark Work without additional liability to 141 Fifth, in which case the Landmark Work shall be carried out in accordance with the schedule set forth in the Declaration and subject to the terms of the TIC and this Agreement. Notwithstanding the foregoing, 141 Acquisition shall, within twenty (20) days following written notice from 141 Fifth directing same, commence and thereafter promptly prosecute to completion any Landmark Work affecting any portion of the 141 Fifth Premises notwithstanding that any present lease remains in effect or any tenant remains in occupancy.

2. Except as set forth in this Paragraph 2, 141 Acquisition shall be responsible for commencing, undertaking, and completing all aspects of the Inspection and Maintenance Work and all other obligations and requirements of the Declaration pertaining thereto, including all costs associated therewith and including without limitation such aspects of the Maintenance and Inspection Work and such provisions of the Declaration that relate to the 141 Fifth Premises, and 141 Fifth shall have no responsibility for same. Notwithstanding the foregoing: (a) (x) 141 Fifth shall reimburse 141 Acquisition for one-tenth of the cost of any Periodic Inspection, including without limitation the completion of a Periodic Report (as such term is defined in the Declaration) required to be prepared under the Declaration, such reimbursement to be made upon the completion of the Inspection Work required pursuant to the Declaration and receipt of an invoice therefor from 141 Acquisition detailing the nature of such expense, and (y) 141 Fifth shall reimburse 141 Acquisition for any and all reasonable costs incurred by 141 Acquisition in undertaking any Maintenance Work determined to be required pursuant to the Periodic Report on the exterior walls of the 141 Fifth Premises to the extent that such costs relate exclusively to the 141 Fifth Premises and to no other portion of the Building, such payment to be made upon the acceptance of such work by LPC and a receipt of an invoice therefor from 141 Acquisition detailing the nature of such expense, and (b) at 141 Fifth's sole option, 141 Fifth may by written notice to 141 Acquisition elect to undertake any Maintenance Work pertaining solely to the 141 Fifth Premises (provided that if such option is not exercised within fifteen (15) business days of receipt of notice by 141 Fifth from 141 Acquisition that 141 Acquisition intends to commence such Maintenance Work, 141 Fifth shall be deemed to have elected that 141 Acquisition undertake such Maintenance Work). All Maintenance and Inspection Work shall be carried out in accordance with the requirements of the Declaration and the standards set forth in Section 12 and the other provisions of the TIC by professionals reasonably acceptable to 141 Fifth, and shall be deemed for all purposes to be work carried out pursuant to the TIC. The reimbursements provided for in Clause (a)(x) of this Paragraph 2 shall be allocated equally to each gross square foot of the 141 Fifth Premises. In the event that any

portion of the 141 Fifth Premises is conveyed by 141 Fifth to any other party, including without limitation to 141 Acquisition, (a) 141 Fifth's reimbursement obligation under clause (a)(x) shall be reduced in proportion to the amount of floor area conveyed, and (b) 141 Fifth's reimbursement obligation under clause (a)(y) shall be limited to reimbursement for Maintenance Work attributable solely to any portion of the 141 Fifth Premises retained by 141 Fifth.

3. 141 Acquisition shall provide 141 Fifth with not less than five (5) business days notice prior to 141 Acquisition commencing any Inspection or Maintenance Work reasonably likely to affect, involve, or interfere with the use or enjoyment of the 141 Fifth Premises and shall perform such Inspection and Maintenance Work at a time and in a manner that will minimize inconvenience or interference to 141 Fifth or to any tenant or use of the 141 Fifth Premises, provided further that if such Inspection or Maintenance Work involves the physical repair of any portion of the 141 Fifth Premises, 141 Acquisition shall not commence such work unless and until 141 Acquisition has provided to 141 Fifth with architectural and engineering plans and specifications depicting such work and a schedule for its completion and 141 Fifth has provided 141 Acquisition with written approval of same, such approval on the part of 141 Fifth to not be unreasonably withheld or delayed.

4. 141 Acquisition acknowledges that certain tenants occupy space within the 141 Fifth Premises (each, a "Tenant"), with leases (each, a "Tenant Lease") extending beyond certain dates set forth in the Declaration for completion of certain aspects of the Landmark Work and the Maintenance Work, and that the Tenant Leases do not provide for the right of either 141 Fifth or 141 Acquisition to undertake the Landmark Work or Maintenance Work affecting the leased premises (any portion of the 141 Fifth Premises encumbered by Tenant Lease, a "Tenant Space"). It is expressly agreed that 141 Fifth shall have no liability under the Declaration or to 141 Acquisition in the event that any portion of the Landmark Work or Maintenance Work is unable to be completed as a result of any Tenant's failure to allow such portion of the Landmark Work or Maintenance Work to be completed in or around its Tenant Space.

5. 141 Acquisition shall, promptly upon 141 Acquisition's receipt of or preparation of same, provide to 141 Fifth any reports (including without limitation and Inspection Reports), correspondence, notices, claims, permit applications, filings and any other documentation or communications received from any Preservation Architect (as such term is defined in the Declaration), LPC, the New York City Buildings Department, or other person, agency, or entity under the Declaration or prepared by or on behalf of 141 Acquisition pursuant to the Declaration. 141 Acquisition shall not submit any Inspection Report, or any proposed scope of Maintenance Work or other information to LPC unless and until such Inspection Report or Maintenance Work has been submitted to and approved by 141 Fifth.

6. If 141 Acquisition proceeds with the Authorization, the application for the Authorization shall include a request for permission to allow the conversion of the

second floor of the Building to residential use, but shall not mandate such conversion.

7. (a) In the event that 141 Acquisition fails to perform any of the obligations set forth in the Declaration or this Agreement or otherwise fails to comply with any of the terms thereof or hereof, and 141 Acquisition does not commence such performance or comply with such condition within fifteen (15) days of written notice from 141 Fifth advising of such failure of performance or such non-compliance, 141 Fifth shall have a right (but not the obligation) to undertake such performance or cure such non-compliance on 141 Acquisition's behalf and at 141 Acquisition's expense, and 141 Fifth shall have the further right to enter onto the 141 Acquisition Premises for the purpose of effectuating such performance or cure. 141 Acquisition hereby grants to 141 Fifth such right of entry and covenants to reimburse 141 Fifth for all of 141 Fifth's costs in undertaking such performance or effectuating such cure within five (5) business days of written demand therefor.

(b) In the event that 141 Fifth elects to undertake Maintenance Work as set forth in Section 2(b) hereof and thereafter fails to perform such Maintenance Work and 141 Fifth does not commence such performance or comply with such condition within fifteen (15) days of written notice from 141 Acquisition advising of such failure of performance or such non-compliance, 141 Acquisition shall have a right (but not the obligation) to undertake such performance or cure such non-compliance on 141 Fifth's behalf and at 141 Fifth's expense, and 141 Acquisition shall have the further right to enter onto the 141 Fifth Premises for the purpose of effectuating such performance or cure. 141 Fifth hereby grants to 141 Acquisition such right of entry and covenants to reimburse 141 Acquisition for all of 141 Acquisition's costs in undertaking such performance or effectuating such cure within five (5) business days of written demand therefor.

8. 141 Acquisition hereby covenants and agrees to indemnify and hold 141 Fifth harmless from all loss, expense (including without limitation attorney's fees and any costs of collection), damage, liability, claim, or other expense arising out of or in connection with the Declaration or this Agreement, or 141 Acquisition's performance or failure of performance of any of the terms thereof or hereof as the case may be, together with interest accruing on a per diem basis as of the date such loss, cost, or expense at a rate of 12% per annum. The indemnification set forth herein shall include without limitation indemnification for any penalty, claim, or expense arising out of or incurred as result of the failure or inability to complete the Landmark Work or Maintenance Work attributable to the 141 Fifth Premises in the timeline set forth in the Declaration as a result of any Tenant's refusal or failure to permit such Landmark Work or Maintenance Work to be conducted in or around its Tenant Space.

9. Solely in the event that 141 Fifth elects to undertake Maintenance Work as set forth in Section 2(b) hereof, 141 Fifth hereby covenants and agrees to indemnify and hold 141 Acquisition harmless from all loss, expense (including without limitation attorney's fees and any costs of collection), damage, liability, claim, or other

expense arising out of 141 Fifth's performance or failure of performance of any such Maintenance Work, together with interest accruing on a per diem basis as of the date such loss, cost, or expense at a rate of 12% per annum.

10. In the event that the Building and the Subject Property are converted to a condominium in accordance to Article 9B of the New York State Real Property Law: (a) the owner or owners of the condominium unit or units comprising all or part of the 141 Acquisition Premises (each, a "141 Acquisition Condo Unit" and collectively, the "141 Acquisition Condo Units") shall be deemed successors in interest to 141 Acquisition, and the owner or owners of the condominium unit or units comprising all or part of the 141 Fifth Premises (each, a "141 Fifth Condo Unit" and collectively, the "141 Fifth Condo Units") shall be deemed successors in interest to 141 Fifth; (b) the performance of the Inspection and Maintenance Work and other obligations under the Declaration or this Agreement shall be assumed, undertaken and performed by the Condominium Board on behalf of the 141 Acquisition Condo Units, and the Condominium Board shall be deemed a successor to 141 Acquisition with respect thereto; (c) costs and expenses associated with undertaking any Periodic Inspection shall by deemed a specially apportioned general common expense to the Building, for which the 141 Fifth Condo Units shall be responsible for 10% of the cost thereof and the 141 Acquisition Condo Units shall be responsible for the remainder; (d) costs and expenses associated with undertaking any Maintenance Work attributable solely to the 141 Fifth Premises shall be specially allocated, apportioned and assessed against the 141 Fifth Condo Units in accordance with the Condominium Documents (as such term is defined in the TIC); (e) costs and expenses associated with undertaking any Maintenance Work attributable to any and all portions of the Building other than the 141 Fifth Premises shall be specifically allocated, apportioned, and assessed against the 141 Acquisition Condo Units in accordance with the Condominium Documents; and (f) the Condominium Documents shall be drafted to provide for all of the foregoing provisions of this Paragraph 9.

11. Any violations of the terms of this Agreement shall be deemed a violation of the TIC and shall be subject to the rights and remedies set forth therein, as supplemented by this Agreement, or, if the Building and the Subject Property have been converted to a condominium, such violation shall be subject to the rights and remedies set forth in the Condominium Documents.

12. This Agreement and the terms contained herein shall be in addition to and shall not be deemed a replacement or amendment of any of the terms of the TIC and all of the terms and conditions of the TIC, as supplemented by this Agreement, shall remain in full force and effect.

13. This Agreement shall run with the land and shall be binding upon and to the benefit of the respective successors and assigns of 141 Acquisition and 141 Fifth, and references to 141 Acquisition and 141 Fifth herein shall be deemed for all purposes to refer to and include such successors and assigns.

14. In the event that the Building and Subject Property are converted to a condominium regime, any ambiguity between this Agreement and the Condominium Documents shall be resolved in accordance with the Condominium Documents, which shall govern and control.

15. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

141 ACQUISITION ASSOCIATES, LLC,
a Limited Liability Company

By: _____
Name:
Title:

141 FIFTH AVENUE LLC,
a New York Limited Liability Company

By: _____
Name:
Title:

458096

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

141 ACQUISITION ASSOCIATES, LLC,
a Limited Liability Company

By: _____
Name: Christopher Schlenk
Title: Manager

141 FIFTH AVENUE LLC,
a New York Limited Liability Company

By: _____
Name:
Title:

458096

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

On the 16th day of November in the year 2006 before me, the undersigned, personally appeared Christopher Schlauk, 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.

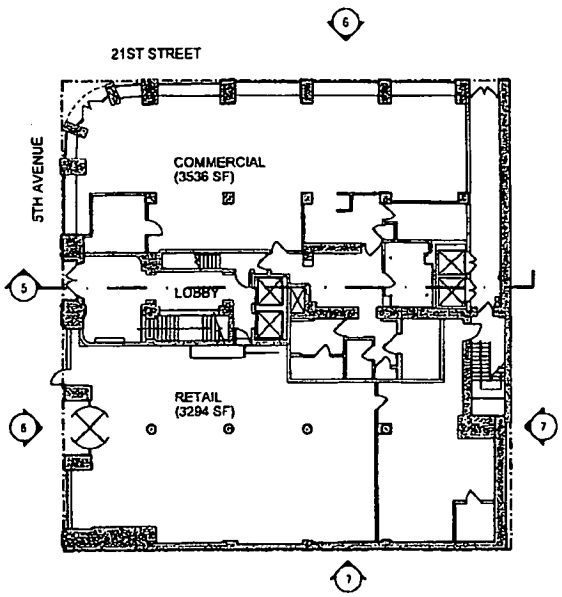
Lee Basher
Notary Public

LEE BASHER
Notary Public, State of New York
No. 24-4716065
Qualified in Kings County
Commission Expires June 30, 20 10

EXHIBIT G

Drawings

(Please see following pages attached)



1 EXISTING GROUND FLOOR PLAN

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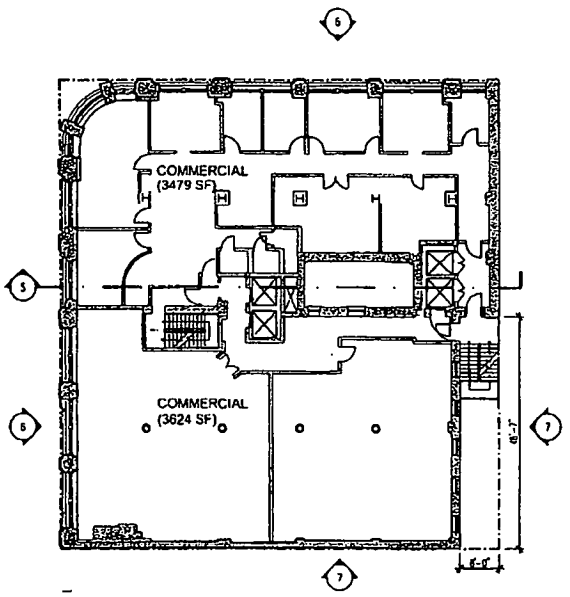

2 EXISTING TYPICAL FLOOR PLANS:
SECOND THRU SIXTH FLOORS

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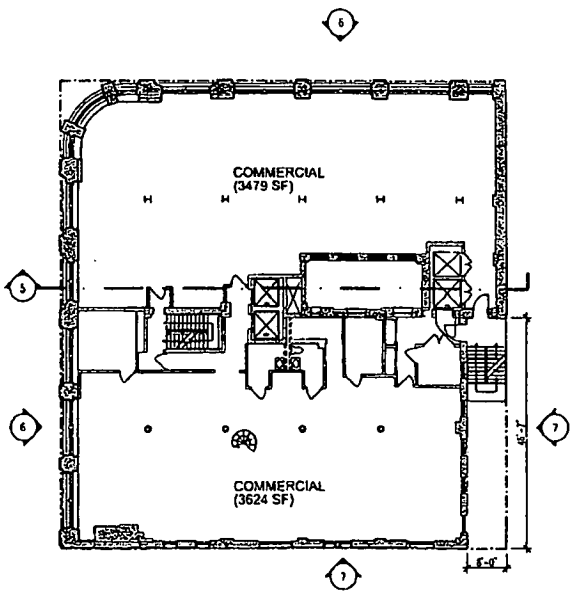


3 EXISTING TYPICAL FLOOR PLANS:
SEVENTH THRU ELEVENTH FLOORS

0 5' 10' 15' 25'

REGISTERED ARCHITECT
JOHN CETRA
018861
UNIVERSITY OF THE STATE OF NEW YORK

Cetra/Ruddy Incorporated
684 Broadway
New York, New York
10012
Tel 212 941 9800
Fax 212 941 9849

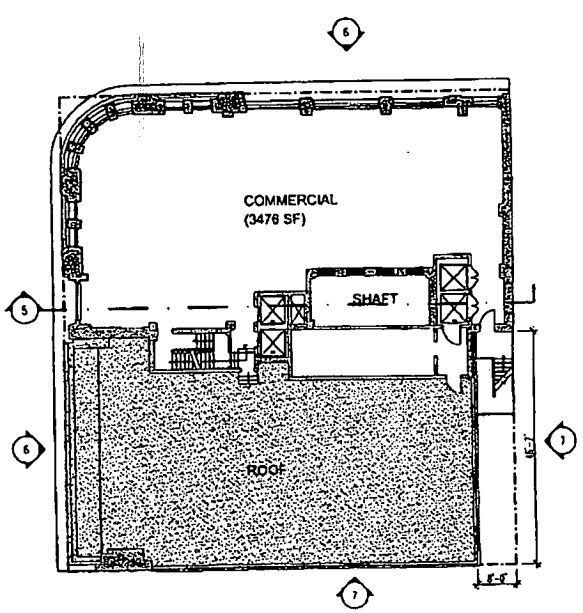
Project Number 0526.00

141 FIFTH AVENUE
NEW YORK, NEW YORK

3

EXISTING FIRST THRU
ELEVENTH FLOOR PLANS
DATE: 03-21-2006
CALENDAR NO:

05/08/2006 10:13:11 AM



1 EXISTING TWELFTH FLOOR PLAN

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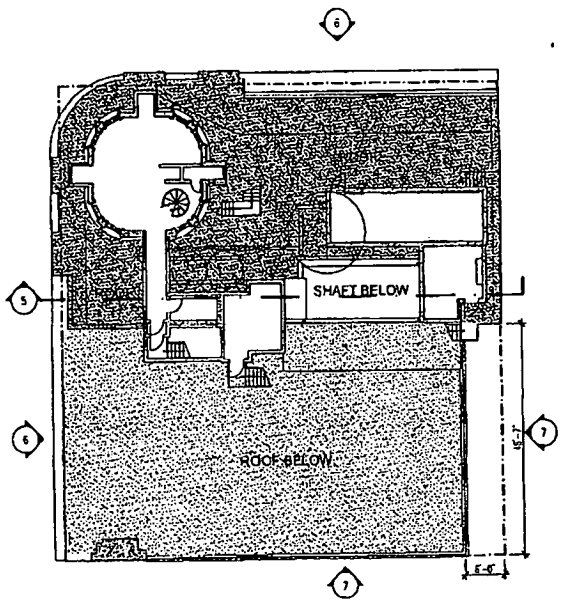

2 EXISTING THIRTEENTH FLOOR PLAN

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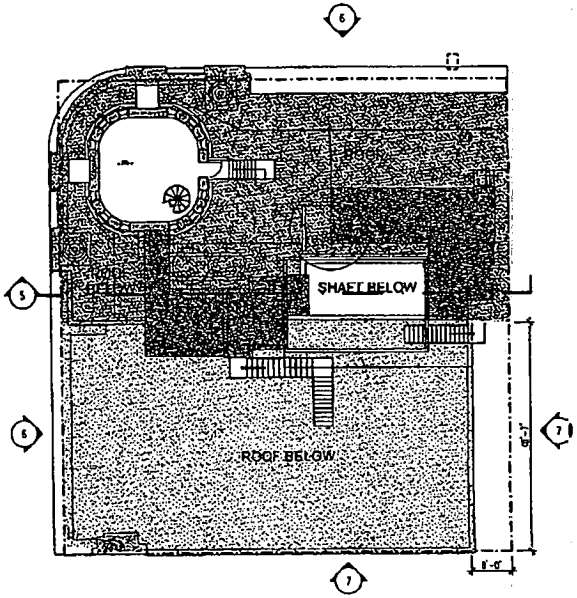
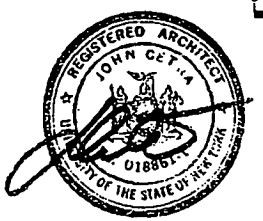


3 EXISTING FOURTEENTH FLOOR PLAN

0 5' 10' 15' 25'



766

05/08/2006 10:38:47 AM

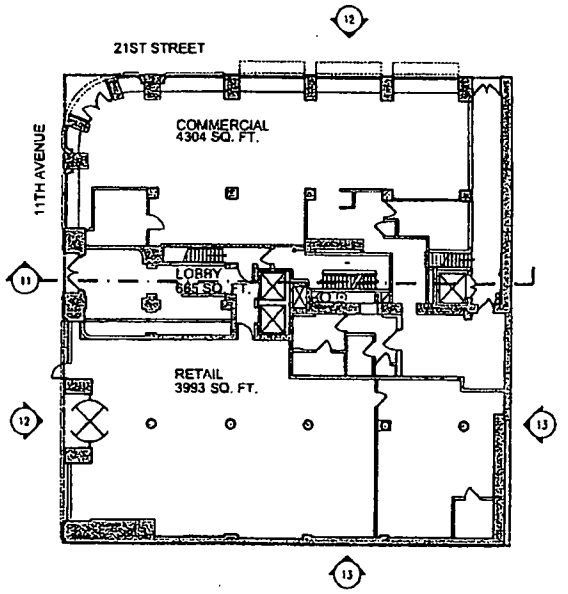
CETRA/RUDDY INCORPORATED
560 BROADWAY
NEW YORK, NEW YORK
10012
TEL 212 941 9911
FAX 212 941 9940

PROJECT NUMBER 0526.00

141 FIFTH AVENUE
NEW YORK, NEW YORK

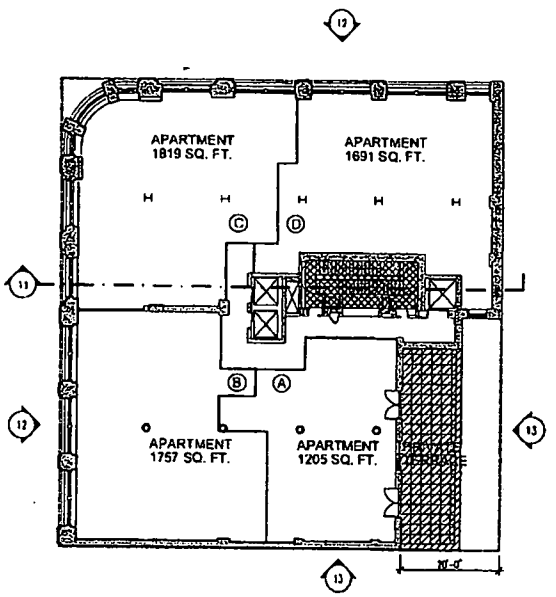
4 EXISTING TWELFTH THRU FOURTEEN FLOOR PLANS

DATE: 03-21-2006
CALENDAR NO:



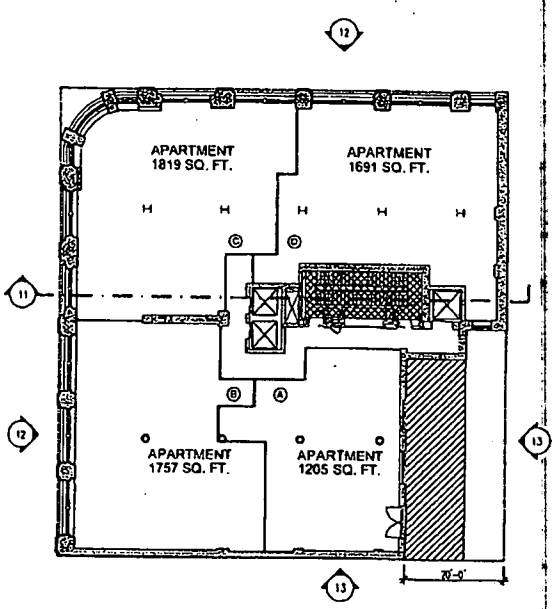
1 PROPOSED GROUND FLOOR PLAN

0 5' 10' 15' 25'



2 PROPOSED SECOND FLOOR PLAN
4 APTS

0 5' 10' 15' 25'



3 PROPOSED THIRD THRU SIXTH FLOOR PLANS
4 APTS / FLOOR = 113 APTS TOTAL

0 5' 10' 15' 25'

INTERIOR LAYOUT AND UNIT SIZES ARE ILLUSTRATIVE AND SUBJECT TO CHANGE, PROVIDED THAT NO UNIT SHALL HAVE LESS THAN 1,200 SF OF FLOOR AREA, AND NO MORE THAN FOUR UNITS SHALL BE LOCATED ON THE FLOOR.

FLOOR AREA ADDED

FLOOR AREA DEDUCTED

REGISTERED ARCHITECT
JOHN CETRA
STATE OF NEW YORK

Cetra/Ruttoff Incorporated
11116 Broadway
New York, New York
[illegible]
Tel. [illegible]
Fax [illegible]

Project Number 0526.00

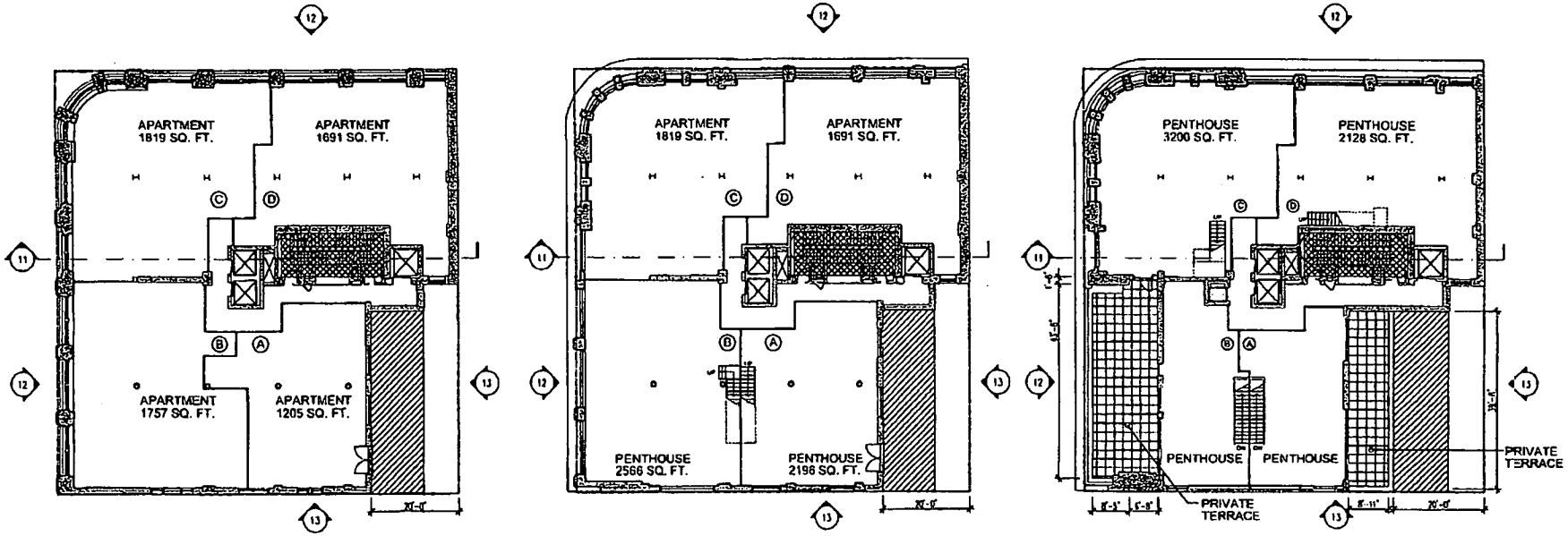
141 FIFTH AVENUE
NEW YORK, NEW YORK

8

PROPOSED FIRST THRU SIXTH FLOOR PLANS
DATE: 03-21-2006
CALENDAR NO:

05/08/2006 10:01:23 AM

767



1 PROPOSED SEVENTH THRU TENTH FLOOR PLAN
4 APTS / FLOOR = 113 APTS TOTAL

0 5' 10' 15' 25'

2 PROPOSED ELEVENTH FLOOR PLAN
3 APTS

0 5' 10' 15' 25'

3 PROPOSED TWELFTH FLOOR PLAN
1.11 APTS

0 5' 10' 15' 25'

INTERIOR LAYOUT AND UNIT SIZES ARE ILLUSTRATIVE AND SUBJECT TO CHANGE, PROVIDED THAT NO UNIT SHALL HAVE LESS THAN 1,200 SF OF FLOOR AREA, AND NO MORE THAN FOUR UNITS SHALL BE LOCATED ON THE FLOOR.

FLOOR AREA ADDED

FLOOR AREA DEDUCTED

REGISTERED ARCHITECT
JOHN CETTA
UNIVERSITY OF THE STATE OF NEW YORK

Cetta/Rudy Incorporated
11114 Broadway
New York, New York
10011
Tel. 212 [illegible]
Fax 212 [illegible]

Project Number 0526.00

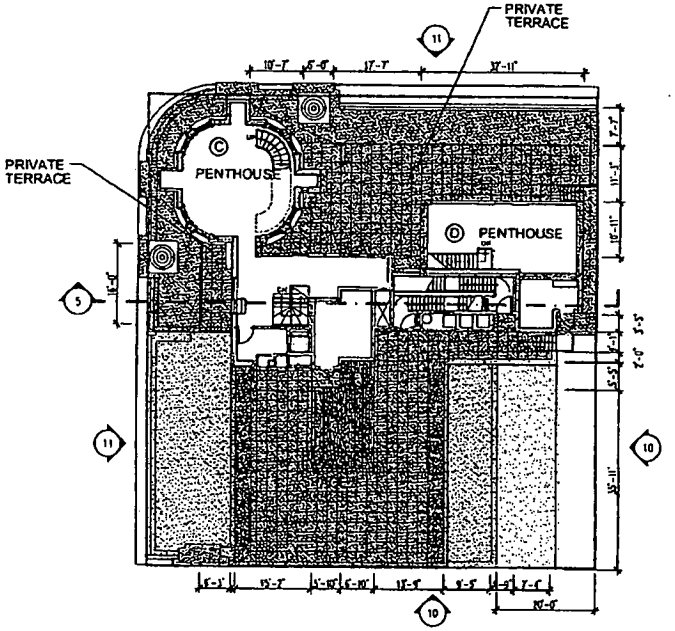
141 FIFTH AVENUE
NEW YORK, NEW YORK

9

PROPOSED SEVENTH THRU TWELFTH FLOOR PLANS
DATE: 03-21-2006
CALENDAR NO:

05/08/2006 10:03:13 AM

768



1 PROPOSED THIRTEENTH FLOOR PLAN
0.5 APTS

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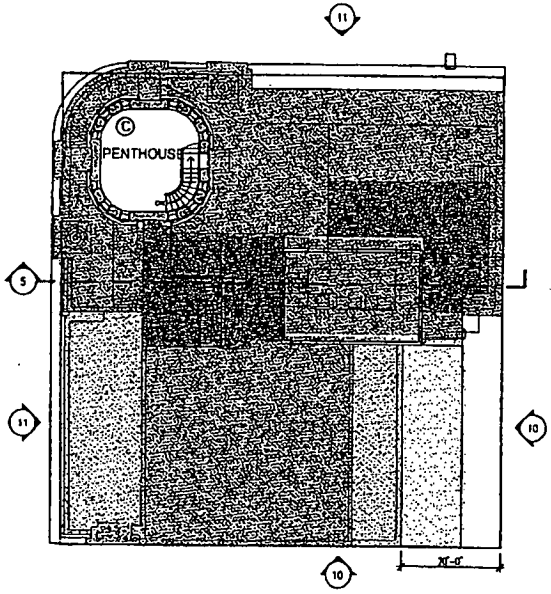

2 PROPOSED FOURTEENIH FLOOR PLAN
0.4 APTS

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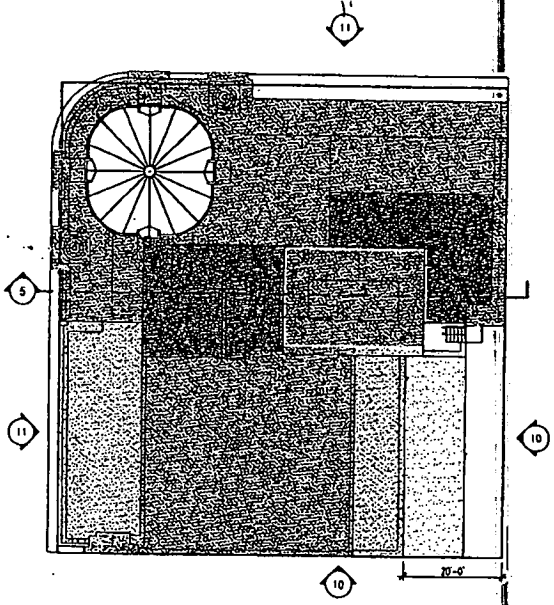


3 PROPOSED ROOF PLAN

0 5' 10' 15' 25'

INTERIOR LAYOUT AND UNIT SIZES ARE ILLUSTRATIVE AND SUBJECT TO CHANGE, PROVIDED THAT NO UNIT SHALL HAVE LESS THAN 1,200 SF OF FLOOR AREA, AND NO MORE THAN FOUR UNITS SHALL BE LOCATED ON THE FLOOR.

REGISTERED ARCHITECT
JOHN CETTA
No. 018861
UNIVERSITY OF THE STATE OF NEW YORK

05/08/2006 10:11:30 AM

Cetta/Roof Incorporated
554 Broadway
New York, New York
[illegible]
Tel. [illegible]
Fax [illegible]

Project Number 0526.00

141 FIFTH AVENUE
NEW YORK, NEW YORK

10

PROPOSED 13TH FLOOR, 14T FLOOR AND ROOF PLANS
DATE: 03-21-2006
CALENDAR NO:

EXHIBIT "17"

STORAGE BIN LICENSE AGREEMENT

STORAGE BIN LICENSE AGREEMENT

AGREEMENT made this ____ day of _____, 200_ (this "Agreement") by and between 141 ACQUISITION ASSOCIATES LLC, having an office at c/o Savanna Partners, 10 East 53rd Street, New York, New York 10022 ("Sponsor"), and _____ having an address at _____, and _____ having an address at _____ ("Unit Owner or Licensee");

WHEREAS, 141 Fifth Avenue Condominium ("Condominium") is governed by a certain Declaration of Condominium dated _____, 200_, recorded in the New York Register's Office on _____, 200_ in CRFN _____, as the same has been or may be amended from time to time (the "Declaration"), the by-laws of the Condominium, as the same has been or may be amended from time to time (the "By-Laws") and the rules and regulations of the Condominium, as the same has been or may be amended from time to time (the "Rules and Regulations") (the "Declaration", the "By-Laws" and the "Rules and Regulations" are collectively, referred to as the "Condominium Documents); and

WHEREAS, in a portion of the of the Condominium there are areas designated as the Storage Area (collectively "Licensed Areas"); and

WHEREAS, in these Licensed Areas, storage bins have been installed for use by permitted Unit Owners; and

WHEREAS, Unit Owner, owns or simultaneously herewith is acquiring a Residential Unit in the Condominium; and

WHEREAS, Unit Owner desires the right to the exclusive use of the storage bin designated as _____ for so long as Unit Owner owns a Residential Unit in the Condominium;

NOW THEREFORE, in consideration of the sum of $_____, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sponsor hereby grants to Unit Owner, its successors and assigns, a license for the exclusive use of the storage bin ("License") and Unit Owner hereby accepts such License from the Sponsor for a term commencing on the date hereof.

2. A storage bin may only be used for storage purposes, in compliance with law. No articles or material which pose a threat to the health or safety of the Units Owners or the Building, or that cause noxious odors, dirt or other sanitary problems or otherwise create a nuisance, shall be permitted to be brought into or stored in any storage bin. Except for Sponsor, a storage bin cannot be owned independently of a Residential Unit. As set forth herein below, the storage bin may not be assigned, leased or otherwise rented to a person who is not a Residential Unit Owner or his or her designated tenant.

3. Unit Owner shall not (a) store any property outside of their designated storage bin; (b) allow any other person to use the License except in accordance with the terms hereof.

4. The License may be assigned by Unit Owner at any time provided the assignee (i) is a Residential Unit Owner at the Condominium, (ii) assumes the obligations hereunder in the form annexed hereto, (iii) notification of the assignment is delivered in writing to the Condominium Board in compliance with its requirements, and (iv) no outstanding money is owed to the Condominium Board. The License shall automatically terminate at such time as the Unit Owner no longer owns a Residential Unit in the Condominium unless this License is assigned to and assumed by another Residential Unit Owner. In the event this License terminates without being assigned by the Unit Owner, the Board of Managers of the Condominium shall have the right to designate the successor licensee and retain any payment made for the License.

5. Unit Owner represents that it accepts the storage bin in its condition "as is" as of the date of this Agreement. Unit Owner shall throughout the term of this Agreement, take good care of and maintain the bin. All repairs and replacement to the bin shall be performed by the Condominium Board and the cost and expense thereof shall be borne by the Unit Owner as a Special Assessment pursuant to the Condominium Documents.

6. Neither Sponsor nor the Condominium nor their respective agents or employees shall be liable for any theft or damage to any property stored in the storage bin.

7. The terms of this Agreement are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents.

8. If Unit Owner defaults in its obligations hereunder or under the Condominium Documents, Condominium may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of storage bin until Unit Owner cures such default or (ii) terminate this Agreement upon written notice to Unit Owner.

9. Licensor or its agents shall have the right (but not the obligation) to open the storage bin in an emergency at any time, and, at the other reasonable times upon prior notice to Unit Owner, to inspect and examine the storage bin and to make such repairs, replacements and improvements as the Condominium shall deem necessary.

10. This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the storage bin or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Condominium and the Unit Owner with respect to this Agreement.

11. Unit Owner shall indemnify and hold the Condominium, the Condominium Board, its officers, agents and employees, harmless from and against any and all liabilities, claims, penalties, and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission, or negligence of Unit Owner or Unit Owner's family, servants, employees, agents, guests and invitees in connection with the License.

12. Unit Owner shall be obligated to reimburse the Condominium for any legal fees and disbursements incurred by the Condominium in defending the rights of the Condominium under this Agreement, or, in the event Unit Owner defaults under this Agreement beyond any applicable grace period, enforcing Unit Owner's obligations hereunder.

13. Neither this Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

14. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

15. If any provision of this Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

16. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to conform or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

17. Any failure by the Condominium to insist upon strict performance by Unit Owner of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and the Condominium, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Unit Owner of any and all of the provisions of this Agreement to be performed by Unit Owner.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

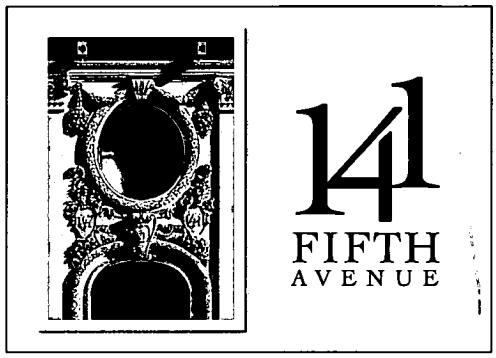
SPONSOR:

141 Acquisition Associates LLC

By:_____
Name:
Title:

UNIT OWNER:

By: _____



SAVANNA